<table>
<thead>
<tr>
<th>Task ID</th>
<th>Task Name</th>
<th>Duration</th>
<th>Start</th>
<th>Finish</th>
<th>% Complete</th>
<th>Cost</th>
<th>Billed</th>
<th>Status</th>
<th>Add New Column</th>
</tr>
</thead>
<tbody>
<tr>
<td>44</td>
<td>Milestone #4 Hiring of all other personnel must begin</td>
<td>1 day</td>
<td>Mon 9/21/15</td>
<td>Mon 9/21/15</td>
<td>0%</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>Milestone #5 Contract for facility and occupancy</td>
<td>1 day</td>
<td>Mon 9/21/15</td>
<td>Mon 9/21/15</td>
<td>0%</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>Milestone #6 GFTA to provide vehicles for training</td>
<td>1 day</td>
<td>Thu 10/1/15</td>
<td>Thu 10/1/15</td>
<td>0%</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>Milestone #7 Submit System Safety Program Plan</td>
<td>1 day</td>
<td>Wed 11/4/15</td>
<td>Wed 11/4/15</td>
<td>0%</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>48</td>
<td>Milestone #8 Minimum of 50% required operators hired and trained</td>
<td>1 day</td>
<td>Thu 11/19/15</td>
<td>Thu 11/19/15</td>
<td>0%</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>49</td>
<td>Milestone #9 Minimum of 50% required mechanics hired and trained</td>
<td>1 day</td>
<td>Thu 11/19/15</td>
<td>Thu 11/19/15</td>
<td>0%</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>Milestone #10 Minimum of 50% required dispatchers and street srgs hired and trained</td>
<td>1 day</td>
<td>Thu 11/19/15</td>
<td>Thu 11/19/15</td>
<td>0%</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>51</td>
<td>Milestone #11 Minimum of 50% required operators hired and trained</td>
<td>1 day</td>
<td>Mon 12/14/15</td>
<td>Mon 12/14/15</td>
<td>0%</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>52</td>
<td>Milestone #12 Minimum of 50% required mechanics hired and trained</td>
<td>1 day</td>
<td>Mon 12/14/15</td>
<td>Mon 12/14/15</td>
<td>0%</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>53</td>
<td>Milestone #13 100% of required dispatchers and street supervisors hired and trained</td>
<td>1 day</td>
<td>Mon 12/14/15</td>
<td>Mon 12/14/15</td>
<td>0%</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>54</td>
<td>Milestone #14 Facility modification at least 60% complete/ Shop equipment and fuel storage on site</td>
<td>1 day</td>
<td>Mon 12/14/15</td>
<td>Mon 12/14/15</td>
<td>0%</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55</td>
<td>Milestone #15 Submit final System Safety Program Plan</td>
<td>1 day</td>
<td>Mon 12/28/15</td>
<td>Mon 12/28/15</td>
<td>0%</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>56</td>
<td>Milestone #16 100% of required operators fired and all training complete</td>
<td>1 day?</td>
<td>Mon 12/28/15</td>
<td>Mon 12/28/15</td>
<td>0%</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>57</td>
<td>Milestone #17 100% of required mechanics hired and all training completed</td>
<td>1 day</td>
<td>Mon 12/28/15</td>
<td>Mon 12/28/15</td>
<td>0%</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
REQUEST FOR PROPOSALS
RFP No. 15-039

The Georgia Regional Transportation Authority and Gwinnett County Board of Commissioners are soliciting competitive sealed proposals from qualified service providers for **Transit System Operation and Maintenance Services**.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until 2:50 PM local time on July 6, 2015 at the Georgia Regional Transportation Authority, 245 Peachtree Center Avenue, Suite 400, Atlanta, GA 30303-1426. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting firms will be read at 3:00 PM. A list of firms submitting proposals will be available the following business day on our website [www.grta.org](http://www.grta.org).

A pre-proposal conference is scheduled for **10:00 AM** on June 2, 2015 at the Georgia Regional Transportation Authority Office at the address listed above. All proposers are urged to attend. Questions regarding proposals should be directed to Leanna Jordan Pierre, Procurement & Contracts Manager at lpierre@grta.org, or by calling 404-463-3067, no later than 4:00 PM local time on June 9, 2015. Proposals are legal and binding upon the bidder when submitted.

Cost proposals shall be submitted in a separate, sealed envelope. **Cost proposals should not be included in the Proposer's bound or loose proposal copies.** The sealed envelope shall contain seven (7) complete cost proposals.

Successful Proposer will be required to meet insurance requirements. The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department, and must have an A.M. Best rating of A-5 or higher.

Neither GRTA nor Gwinnett County discriminates on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Georgia Regional Transportation Authority should be directed to Alex Poznanski, GRTA Transit Program Analyst, 404-463-0831.

The written proposal documents supersede any verbal or written prior communications between the parties.

Selection criteria are outlined in the request for proposal documents. The Georgia Regional Transportation Authority and Gwinnett County reserve the right to reject any or all proposals, to waive technicalities, and to make an award deemed in its best interest.

All companies submitting a proposal will be notified in writing of award.

We look forward to your proposal and appreciate your interest in Georgia Regional Transportation Authority and Gwinnett County.

Leanna Jordan Pierre
# TABLE OF CONTENTS

**Part I-Instructions to Proposers**

- 1.1 Introduction .................................................. Page 4
- 1.2 Federal Participation in Contract .................................. Page 4
- 1.3 Type and Term of Contract ...................................... Page 4
- 1.4 Solicitation Schedule ........................................ Page 4
- 1.5 Revisions to RFP ................................................ Page 5
- 1.6 Notice to Proposers ............................................. Page 5
- 1.7 Pre-Proposal Conference ...................................... Page 6
- 1.8 GRTA Contact Information & Location for Submission of Proposals ........ Page 6
- 1.9 Submission of Proposals .................................... Page 7
- 1.10 Inquiries ...................................................... Page 7
- 1.11 Requests for Exceptions to Terms, Conditions, or Specifications ....... Page 8
- 1.12 Confidential/Proprietary Information ....................... Page 9
- 1.13 Period That Proposals Remain Valid ........................ Page 9
- 1.14 Reserved Rights ............................................ Page 9
- 1.15 Protests .......................................................... Page 10
- 1.16 Minority Business Participation ............................. Page 11
- 1.17 No Geographic Preference .................................. Page 12
- 1.18 Modification of Proposals .................................. Page 12
- 1.19 Single Response to Solicitation .............................. Page 12
- 1.20 Conflicts of Interest .......................................... Page 12
- 1.21 Contractual Relationships .................................. Page 13
- 1.22 Contractual Provisions ...................................... Page 13
- 1.23 Contents of Contract ........................................ Page 13
- 1.24 Sales and Use Tax ........................................... Page 14
- 1.25 Proposal Evaluation Process ................................ Page 14
- 1.26 Proposal Format .............................................. Page 14
- 1.27 Transmittal Letter ............................................. Page 17
- 1.28 Required Forms ................................................ Page 17
- 1.29 Proposer Qualifications/Experience ........................ Page 19
- 1.30 Technical Proposal .......................................... Page 27
- 1.31 Cost Proposal Instructions ................................ Page 28

**Part II- Scope of Work** ............................................. Page 30

- 2.1 Summary of Services ......................................... Page 30
- 2.2 Operations .................................................... Page 30
- 2.3 Operations and Maintenance Facility ........................ Page 38
- 2.4 Fuel .............................................................. Page 41
- 2.5 Vehicles ........................................................ Page 42
- 2.6 Service Changes ............................................... Page 43
- 2.7 Vehicle Maintenance ......................................... Page 44
- 2.8 Facilities and Equipment Maintenance ...................... Page 61
- 2.9 Customer Service ............................................ Page 66
- 2.10 Revenue Collection, Reconciliation and Deposit ........... Page 69
- 2.11 Contractor’s Personnel ..................................... Page 70
- 2.12 Uniforms ...................................................... Page 79
- 2.14 Progressive Disciplinary Policy ................................ Page 79
- 2.15 ADA Requirements .......................................... Page 79
- 2.16 Drug and Alcohol Testing .................................. Page 79
2.17 Security and Emergency Management ............................................................................. Page 80
2.18 Safety ............................................................................................................................... Page 80
2.19 Use of Vehicles/GRTA and Gwinnett County Assets ................................................... Page 80
2.20 Marketing and Promotional Activities ............................................................................ Page 80
2.21 Contractor/County Service Responsibilities ................................................................. Page 82

Part III-Reporting Requirements .......................................................................................... Page 86
3.1 Financial Records ............................................................................................................. Page 86
3.2 Operations Reports .......................................................................................................... Page 87
3.3 Passenger Complaints ..................................................................................................... Page 87
3.4 Vehicle Records and Reports ............................................................................................ Page 88
3.5 Vehicle Defect Reports .................................................................................................... Page 88
3.6 Accident/Incident Reports ............................................................................................... Page 88
3.7 Other Records ................................................................................................................ Page 89
3.8 National Transit Database Reporting .............................................................................. Page 89
3.9 Disadvantaged Business Enterprise (DBE) Report .......................................................... Page 90

Part IV- Turnover/Contract Completion ................................................................................ Page 91
4.1 General ............................................................................................................................. Page 91
4.2 Vehicles .......................................................................................................................... Page 93
4.3 Vehicle Repairs from Existing Contract .......................................................................... Page 93
4.4 Condition of Tires at Vehicle Transfer .......................................................................... Page 94
Attachment 1-Equipment Transfer Procedures .................................................................. Page 95
Attachment 2-General Description of Condition Code “A” .................................................. Page 98

Part V-Requirements/Conditions/Offer Documents ............................................................. Page 100
Part VI- Gwinnett County Pro Forma Service Provider Agreement ........................................ Page 102
General Conditions to Service Provider Agreement .......................................................... Page 102
Annual Service Provider Contract ....................................................................................... Page 120
Department of Financial Services-Purchasing Division General Instructions for Proposers, Terms, and Conditions ................................................................. Page 124
Gwinnett County Board of Commissioners Insurance Requirements ................................ Page 131
Additional Acknowledgements, Agreements, and Requirements ........................................ Page 135

Part VII- Georgia Regional Transportation Authority Pro-Form Contract ............................... Page 140
Part VII- Service Information ............................................................................................... Page 183
Part IX- Service and Equipment Information ....................................................................... Page 188
Part X-Cost Proposal ........................................................................................................... Page 200
PART I
INSTRUCTIONS TO PROPOSERS

1.1 INTRODUCTION

The Georgia Regional Transportation Authority (GRTA) along with the Gwinnett County Board of Commissioners requests competitive sealed proposals from qualified firms to provide Transit System Operations and Maintenance Services. GRTA services consist of 33 commuter routes. For the purposes of this RFP 28 of the 33 routes under the Xpress transit system are included. GRTA may elect to add the 5 remaining Xpress routes currently operated by Cobb County during the term of this contract. The Gwinnett County Transit (GCT) system services consist of 3 GCT express fixed routes, 1 GCT reverse commute fixed route, and 5 GCT local fixed routes with complementary ADA paratransit service. It is GRTA and Gwinnett County’s intent to retain one contractor to operate, maintain and administer all contractor-identified services in this RFP, and for that Contractor to provide operations & maintenance facilities, such that nothing remains to be purchased, provided or supplied by GRTA or the County, other than existing GRTA or County-owned buses, equipment listed, or other items as listed throughout this RFP.

The Contract resulting from this RFP will be executed jointly between the Contractor, GRTA and Gwinnett County. GRTA and GCT have agreed to work cooperatively with the Contractor to ensure the Contractor can leverage the benefits for both services to maximum advantage. This may include, but is not limited to, utilizing common maintenance and operations bases, utilizing overlapping personnel in GRTA and GCT services, centralizing overhead functions such as overall management staff, create single efforts to recruit and then train drivers and mechanics, joint use of safety and training expertise and resources and operations supervision, create efficiencies in parts inventories, fuel purchase and inventory, and other aspects of the Contract to gain the maximum degree of cost effectiveness and reduce duplication. GRTA and GCT are interested in how the Contractor will approach this unique arrangement and are also interested in gaining the Contractor’s insights into gaining maximum advantage from this cooperative effort. Nevertheless, both GRTA and the County reserve the right to contract with the Successful Proposer individually.

1.2 FEDERAL PARTICIPATION IN CONTRACT

The contract to be awarded as a result of this solicitation shall be financed, in part, by funds from the United States Department of Transportation (USDOT) as awarded through programs of its operating administrations, including the Federal Transit Administration (FTA). Federal funds shall comprise approximately 30% of the total contract price and state and/or local funds (including fare revenues) shall comprise the remaining 70% of the total contract price.

1.3 TYPE AND TERM OF CONTRACT

The Contractor shall perform all services as called for in this RFP and Contract, and as called for in any subsequent order(s) for the period of one year as set out in the Contract and depending upon funds availability. GRTA and Gwinnett County shall retain the option of renewing the Contract for up to four (4) additional one-year periods, contingent upon GRTA and Gwinnett County’s acceptance and the availability of funds. The Contractor’s original price bid in the solicitation, offer and award will remain in effect in the event GRTA and/or the County exercises any options. Any Contract renewals shall include all relevant provisions of this solicitation.

1.4 SOLICITATION SCHEDULE

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Date</td>
<td>May 20, 2015</td>
</tr>
<tr>
<td>Pre-proposal conference</td>
<td>June 2, 2015 (10:00 AM)</td>
</tr>
<tr>
<td>Deadline for submitting questions to GRTA</td>
<td>June 9, 2015 (4:00 PM)</td>
</tr>
<tr>
<td>Deadline for GRTA to post official answers</td>
<td>June 19, 2015 (4:00 PM)</td>
</tr>
</tbody>
</table>
Proposal due date         July 6, 2015 (2:50PM)
Proposal evaluations     July 7-July 21, 2015*
Recommendation to       August 5, 2015*
Negotiate
Recommendation for      September 3, 2015*
Contract Award
Contract award          September 11, 2015*
Transition period      October 1-December 31, 2015*
Start-up of new Contract January 1, 2016*

The times in parentheses above represent local time. Dates denoted with an * are tentative and subject to change with no formal modification to the RFP document. Changes to all other dates shall require the issuance of a formal addendum to the RFP.

Proposals submitted in response to GRTA Solicitation No. 15-039 must be received no later than 2:50PM (EST) on July 6, 2015 to ensure that they are evaluated for contract award by the Evaluation Committee for this procurement. Proposals received after the deadline will not be evaluated. A list of the contractors who have submitted proposals will be made available on the GRTA website within 24-hours of the submission deadline.

If interviews are indicated, these would occur on July 21-July 28, 2015. This schedule is subject to change and if so proposers would be notified via email.

1.5  REVISIONS TO RFP

GRTA and the County reserve the right to revise or amend the RFP up to the time set for the submission of proposals. Such revisions and amendments, if any, shall be announced by written addenda to the RFP. Upon issuance, addenda will be considered part of the RFP and will prevail over inconsistent or conflicting provisions contained in the original RFP.

Upon issuance, all potential Proposers that have previously requested and received a copy of the RFP document will be sent a copy of the addendum via e-mail. This process will be repeated each time an addendum is made available by GRTA. Copies of all addenda will also be made available for download on the GRTA web site at www.grta.org on the “Doing Business with GRTA” page.

A valid e-mail address must be provided when requesting the original RFP in order for GRTA to send copies of addenda to potential Proposers. GRTA will not be responsible for a potential Proposer failing to receive copies of addenda if an invalid e-mail address is provided to GRTA. GRTA will only be responsible for providing copies of addenda to potential Proposers who directly request and receive copies of the original RFP document from GRTA.

If an addendum significantly changes the RFP, the date set for the submission of proposals may be postponed by such number of days as in the opinion of GRTA shall enable potential Proposers to revise their proposals. In any case, the proposal submission deadline shall be at least five (5) business days after the last addendum, and the addendum shall include an announcement of the new date, if applicable, for the submission of proposals.

Proposers shall acknowledge receipt of all addenda by completing and submitting Offer Document #3 (Acknowledgement of Addenda to RFP), included as Offer Document #3 in Section V of this RFP and described in Part I, Section 1.28 below, as part of its proposal. As with other required documentation, proposals that fail to
reference receipt of addenda by inclusion of Offer Document #3 (Acknowledgement of Addenda to RFP) may be excluded from consideration for a contract award.

It is the ultimate responsibility of the proposer to ensure that they have all applicable addenda prior to proposal submission. Receipt of addenda should be acknowledged in the proposal on the appropriate form, provided in Section 5 of this RFP.

1.6 NOTICE TO PROPOSERS

a. From the date of issuance for GRTA Solicitation No. 15-039 through the date of contract award by GRTA AND Gwinnett County, all official communications to and from GRTA and/or the County regarding this solicitation shall be transmitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail.) Oral communications regarding this solicitation shall not be considered official communications. Neither GRTA nor the County is responsible for any oral statements made by its employees regarding this solicitation.

b. All official correspondence from GRTA regarding this solicitation shall be transmitted in writing by the GRTA Procurement & Contracts Manager or the GRTA Executive Director as specified in this RFP. All official correspondence to GRTA regarding this solicitation shall be sent in accordance with the instructions set forth below.

c. Neither GRTA nor Gwinnett County is responsible for costs incurred by anyone responding to this Request for Proposal.

d. Upon submission, all proposals become the property of GRTA and Gwinnett County, which retain the right to use any concept or idea presented in any proposal submitted, whether or not that proposal is accepted.

e. GRTA and Gwinnett County expressly reserve the right to amend or withdraw this Request for Proposal at any time and to reject any or all proposals. Any amendments will be made in writing, and no verbal modifications will be binding.

f. Neither GRTA nor Gwinnett County is bound to accept the lowest cost proposal.

g. Proposers are held legally responsible for their proposals and proposal budgets. Proposers are not to collude with other proposers and competitors or take any other action which will restrict competition. Evidence of such activity will result in rejection of the proposal.

h. GRTA and Gwinnett County reserve the right to negotiate contract terms contemporaneously and/or subsequently with any number of proposers as GRTA and the County deems to be in their best interests.

i. Any exceptions to the requirements of this RFP, including the language in the sample contract, must be included in the proposal submitted by the Proposer. Identify the exceptions as a separate element of the proposal under the heading “Exceptions/Deviations”. Failure to note exceptions shall be deemed a waiver of objections.

j. GRTA and Gwinnett County reserve the right to request any additional information at any stage of the Request for Proposal process. Compliance shall be at the proposer’s expense.

k. Successful Proposer will be expected to sign a Service Provider Contract jointly developed by GRTA and Gwinnett County. Sample contract terms for both GRTA and Gwinnett County have been provided. All areas where GRTA and Gwinnett County contract clauses conflict shall be resolved prior to execution of a Service Provider Contract with the Successful Proposer.

l. Note: The proposal should contain a statement that the Proposer has carefully reviewed the contract, can meet all insurance and other requirements, and if selected, will sign the contract.

1.7 PRE-PROPOSAL CONFERENCE

A Pre-Proposal conference will be held at 10:00 AM. (EST) on June 2, 2015 at the GRTA Administrative Office at 245 Peachtree Center Avenue, NE, Suite 400, Marquis Tower One, Atlanta, Georgia 30303. The Pre-Proposal Conference will be held in the GRTA Board Room on the 4th floor of Marquis Tower One. Attendance at the Pre-Proposal Conference by potential proposers is voluntary, but strongly recommended. Small and minority and woman-owned businesses are encouraged to attend the Pre-Proposal Conference to learn about the procurement
and to network with potential prime contractors and subcontractors.

### 1.8 GRTA CONTACT INFORMATION & LOCATION FOR SUBMISSION OF PROPOSALS

The mailing and delivery address for all correspondence and/or deliveries to GRTA is as follows:

Georgia Regional Transportation Authority  
245 Peachtree Center Avenue, NE, Suite 400  
Marriott Marquis Tower One  
Atlanta, GA 30303-1426

All inquiries, offers, submissions and/or other correspondence regarding this solicitation (excluding protests submitted in accordance with Section 1.9 below) must be directed in writing to:

Leanna Jordan Pierre, Procurement & Contracts Manager  
Georgia Regional Transportation Authority  
245 Peachtree Center Avenue, NE, Suite 400  
Marriott Marquis Tower One  
Atlanta, GA 30303-1426  
Email: lpierre@grta.org  
Fax: (770) 357-1839

Proposals submitted in response to GRTA Solicitation No. 15-039 must be hand delivered or delivered by U.S. Postal Service or private courier/delivery service by the date and time specified in Part I, Section 1.4 above to the GRTA Administrative Office located at 245 Peachtree Center Avenue, Suite 400, Marquis One Tower, Atlanta, Georgia, 30303-1426. GRTA’s physical address and mailing address are the same.

It is the sole responsibility of the Proposer to ensure that its proposal is successfully delivered to GRTA by the specified date and time. Neither GRTA nor the County is responsible for late or lost deliveries by the U.S. Postal Service or private courier/delivery services and will not accept or consider such proposals if they are delivered after the deadline for submission of proposals specified in Part I, Section 1.4 above. Proposals submitted via facsimile or solely via electronic mail are not acceptable and will not be considered.

### 1.9 SUBMISSION OF PROPOSALS

As a condition of proposal responsiveness, seven (7) copies of each proposal must be submitted to GRTA. The seven (7) copies of the proposal shall include six (6) copies in hard copy (paper) format and one (1) electronic copy on a compact disc (CD). The hard copies shall include one (1) unbound original copy and five (5) bound copies. All hard copies must be clearly marked as being either “Original” or “Copy” as applicable.

The CD shall contain electronic file copies of all complete, signed proposal forms and all other documents submitted in hard copy format. The electronic file copies shall be presented in Adobe .pdf formats. However, the Cost Proposal shall be in Excel format.

Hard copies of the cost proposal shall not be included in the Proposer’s bound or loose proposals. Cost proposals shall be submitted in a separate, sealed envelope. The envelope shall be clearly marked with the Proposer’s company information and labeled as follows: “GRTA Solicitation No. 15-039: Offer Document X- Cost Proposal.” The envelope shall be addressed the GRTA Procurement and Contracts Manager as specified in Section 1.8 above.

All proposal envelopes, packages and/or boxes (including all envelopes, packages and/or boxes submitted within a larger envelope, package or box) must be clearly marked with the following identifier on the outside of the envelope, package or box:
Failure to clearly mark all proposal envelopes, packages and/or boxes as specified may result in the proposal being discovered and/or opened late. GRTA is not responsible for proposals discovered and/or opened late due to Proposer’s failure to mark the proposal as specified. Such proposals will not be considered for contract award.

All proposals must be prepared and submitted in accordance with the proposal document format and content requirements specified in below. Proposals must be in English. Proposals must be printed on standard 8.5” x 11” paper. GRTA encourages Proposers to submit double-sided printed copies and to use recycled paper.

As a condition of proposal responsiveness, all Offer Documents, included as Section 5 of this RFP, that require the signature of Proposer must be signed before they are submitted to GRTA. The proposed services must be in strict compliance with the Scope of Services, included as Section 3 of this RFP.

1.10 INQUIRIES

Inquiries regarding the RFP must be submitted to GRTA in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) by 4:00 p.m. (ET) on June 9, 2015. Written inquiries must be submitted to the attention of Leanna Jordan Pierre, Procurement and Contracts Manager, in accordance with Part I, Section 1.7 above. Written inquiries must be in the form of questions. There is no prescribed format for the submission of written inquiries. Written inquiries received after the submission deadline will not be responded to by GRTA.

GRTA staff will review and evaluate all written inquiries that are received by the submission deadline and will post GRTA’s responses to all inquiries to both the GRTA web site at http://www.grta.org/bidopportunities/home.htm and the Georgia Procurement Registry web site at http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp not later than 5:00 p.m. (ET) on June 19, 2015. If applicable, an addendum to the RFP that incorporates the changes necessitated by GRTA’s responses to written inquiries will be issued in accordance with Part I, Section 1.5 above on or after June 19, 2015. It is the sole responsibility of the Proposer to make itself aware of GRTA’s responses to written inquiries and their impact on the RFP.

1.11 REQUESTS FOR EXCEPTIONS TO TERMS, CONDITIONS, OR SPECIFICATIONS

Requests for exceptions to the terms, conditions and specifications set forth in this RFP, including the Pro-Forma Contracts included as Parts VI and VII, must be submitted to GRTA and approved by GRTA or the County, as applicable, in writing in advance of the deadline for the submission of proposals. Exceptions that are approved by GRTA and the County will be announced through addenda to the RFP in accordance with Part I, Section 1.5 above.

Requests for exceptions must be submitted to GRTA in the same manner as written inquiries and shall be subject to the submission requirements for written inquiries specified in Part I, Section 1.9 above. GRTA shall respond to requests for exceptions in the same manner as it will respond to written inquiries.

Any request for an exception to any term, condition and/or specification of the RFP must be fully supported with technical data, test results or other pertinent information evidencing that the approved exception will result in a condition equal to or better than that required by the RFP, without substantial increase in cost or time requirements.

All proposed exceptions to the terms, conditions and/or specifications of the RFP must be approved by GRTA in advance of the proposal submission deadline. No exceptions to the terms, conditions and/or specifications of the RFP will be considered or approved by GRTA or the County at the time of submission of proposals (in accordance
with Part I, Section 1.8 above) or following the submission of proposals.

1.12 CONFIDENTIAL/PROPRIETARY INFORMATION

All proposals that are received by GRTA in response to this RFP will be considered public records subject to the Georgia Open Records Act and shall be fully open to public inspection following award of a contract. If a Proposer believes a portion of the information submitted in its proposal constitutes a trade secret as provided by Georgia state law, the Proposer may request that GRTA and the County consider keeping confidential the trade secrets which the Proposer believes should be legally protected from disclosure. For such information to be so considered, the Proposer must mark in **boldface** as “PROPRIETARY TRADE SECRET INFORMATION” the top and bottom of each page of its proposal that contains such information. Notwithstanding the Proposer’s claim of or designation of information as a trade secret, the determination whether it is or not will be determined by GRTA and the County under Georgia state law.

1.13 PERIOD THAT PROPOSALS REMAIN VALID

Each proposer agrees that proposals will remain firm for a period of one hundred and eighty (180) calendar days beginning with the date that cost proposals are opened. Following the deadline for proposal submission, no proposal may be withdrawn for a period of 180 calendar days.

Requests for withdrawal of proposals after 180 calendar days following the deadline for proposal submission must be submitted to GRTA in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail). Such requests for withdrawal of proposals must be submitted in writing to the attention of Leanna Jordan Pierre, Procurement & Contracts Manager, in accordance with Part I, Section 1.8 above.

Prior to the date and time set for the submission of proposals, proposals may be withdrawn by an authorized representative of the potential Proposer either in person or in writing. If a proposal is withdrawn in person, the authorized representative of the potential Proposer shall make his or her identity known, provide proper photo identification to GRTA, and shall sign a receipt for the proposal to be withdrawn.

1.14 RESERVED RIGHTS

GRTA and the County reserve the right to reject any and all proposals or any portion of a specific proposal for any reason. Issuance of this RFP and receipt of proposals commits neither GRTA nor the County to award a contract.

GRTA and the County jointly possess the sole right to select the successful proposal for contract award; to reject any proposal as unsatisfactory or non-responsive due to non-conformance with the requirements of this RFP; to cancel the solicitation and to advertise for new proposals; to award a contract to other than the Proposer submitting the lowest cost proposal; or not to award a contract as a result of this RFP.

GRTA and the County jointly reserve the right to accept any proposal deemed to be in the best interest of both GRTA and the County and to waive any irregularities in any proposal that does not prejudice other Proposers. GRTA further reserves the right to negotiate with any source whatever. If GRTA and the County award a contract as a result of this solicitation, a contract will be negotiated with the Proposer whose proposal is considered by both GRTA and the County, in their sole discretion, to be most advantageous to both GRTA and the County.

GRTA and the County have no obligation to consider or approve exceptions to the terms, conditions and/or specifications of the RFP and pro-forma contract at the time of proposal submission or following the deadline for the submission of proposals.

GRTA and the County further reserve the right to retain all proposals submitted and to use any ideas or concepts in any proposal for any purpose regardless of whether that proposal is selected for contract award.
Proposals shall be submitted to GRTA on the most favorable of terms possible in terms of cost, quality, and technical capability to both GRTA and the County. No Proposer shall have any cause of action against GRTA or the County arising out of the methods by which proposals are evaluated.

1.15 PROTESTS

1.15.1 REQUIREMENTS FOR PROTEST
Protests related to this solicitation will only be accepted from prospective proposers whose direct economic interest would be affected by the award of a contract or the failure to award a Contract. Protests must be submitted in writing prior to the date on which proposals are to be received to Christopher Tomlinson, GRTA Executive Director. All protests must be submitted to GRTA, in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail), with sufficient documentation, evidence, and legal authority to demonstrate that the Protestor is entitled to the relief requested. The protest must be certified as being true and correct to the best knowledge and information of the Protestor be signed by the Protestor, and be notarized. The protest must also include a mailing address to which a response should be sent.

Protests received after the deadlines for receipt of protests are subject to denial without any requirement for review or action by GRTA.

All protests must be directed in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to:

GRTA Executive Director
Georgia Regional Transportation Authority
245 Peachtree Center Avenue, NE, Suite 400
Atlanta, GA 30303-1426
E-mail: ctomlinson@grta.org
Fax: (404) 463-3060

1.15.2 PRE-PROPOSAL PROTESTS

All protests concerning solicitation specifications, criteria, and/or procedures shall be submitted, in writing, to the GRTA Executive Director as specified above not later than ten (10) business days prior to the deadline for submission of bids/proposals.

The GRTA Executive Director may, within his or her discretion, postpone the deadline for submission of bids/proposals, but in any case, shall provide a written response to all protests not later than five (5) business days prior to the deadline for submission of bids/proposals. If the deadline for submissions of bids/proposals is postponed by Authority as a result of the protest, the postponements shall be announced via an addendum to the solicitation.

The decision rendered by the GRTA Executive Director shall be the final agency decision on the matter, but shall be subject to judicial review as set forth in OCGA §50-13-19 or review by the Federal Transit Administration as set forth below.

1.15.3 PRE-AWARD PROTESTS

With respect to protests made after the deadline for the submission of bids/proposals, but before contract award by GRTA, protests shall be limited to those alleging a violation of Federal or State law, a challenge to the bids/proposals evaluation and award process, GRTA’s failure to have or follow its protest procedures or its failure to review a complains or protest. Such protests shall be submitted, in writing, to the GRTA Executive Director as specified below, but no later than five
(5) business days after the Recommendation for Contract Award Announcement and no later than five (5) business days after Recommendation for Contract Award announcement by GRTA.

The GRTA Executive Director may, within his or her discretion, postpone the award of the contract, but in any case, shall provide a written response to all protests not later than three (3) business days prior to the date that GRTA shall announce the contract award.

The decision by the GRTA Executive Director shall be the final agency decision on the matter, but shall be subject to judicial review as set forth in OCGA §50-13-19 or review by the Federal Transit Administration as set forth below.

1.15.4 PROTEST RESPONSE

The GRTA Executive Director shall issue written responses to all protests received by the required protest response dates. All protest responses shall be transmitted by first-class U.S. Mail to the address indicated in the protest letter.

For convenience, GRTA will also send a copy of the response to a protest to the Protester by facsimile and/or electronic mail if a facsimile number and/or electronic mail address are indicated in the protest letter. The protest response transmitted by U.S. Mail shall be the official GRTA response to the protest, and GRTA will not be responsible for the failure of the Protester to receive the protest response by either facsimile or electronic mail.

The decision by the GRTA Executive Director shall be the final agency decision on the matter but shall be subject to judicial review as set forth in O.C.G.A. § 50-13-19 or review by FTA as specified in Part 1, Section 2.6.3 below.

1.15.5 REVIEW OF PROTESTS BY FTA

All protests involving contracts financed with federal assistance shall be disclosed to the FTA in accordance with FTA Circular 4220.1F. Protesters shall exhaust all administrative remedies with GRTA prior to pursuing protests with FTA. FTA limits its reviews of protests to: a grantee’s failure to have or follow its protest procedures; a grantee’s failure to review a complaint or protest; or violations of Federal law or regulation. Appeals to FTA must be received by the cognizant FTA regional or headquarters office within five business days of the date the Protester has received actual or constructive notice of GRTA’s final decision or within five business days of the date the Protester has identified other grounds for appeal to FTA.

1.16 MINORITY BUSINESS PARTICIPATION

It is the policy of the State of Georgia, GRTA and the County that small businesses and minority-owned businesses have a fair and equal opportunity to participate in State purchases. GRTA and the County encourage minority-owned businesses to participate in this procurement as both Proposers and subcontractors. GRTA and the County further encourage majority-owned businesses to include minority-owned businesses as subcontractors in its proposal.

As an incentive to increase utilization of minority-owned businesses as subcontractors on State purchases, the State of Georgia provides for an income tax adjustment on the state tax return of any company that subcontracts with a State certified minority-owned firm to furnish goods, property or services to the State of Georgia, including GRTA. The Tax Incentive Program is codified at O.C.G. §48-7-38 and is managed by the Georgia Department of Revenue.

This procurement is subject to the requirements of Title 49, Code of Federal Regulations (CFR) Part 26,
Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. GRTA’s overall agency goal for participation by DBEs in its federally funded contracts awarded between October 1, 2014 and September 30, 2017 is 11%. Gwinnett County Transit has an overall agency DBE Goal of 6% for contracts awarded between October 1, 2014 and September 30, 2016.

A separate contract goal has not been established for this procurement. Additional contract requirements related to participation by DBEs are specified in Parts VI and VII of this RFP.

1.17 NO GEOGRAPHIC PREFERENCE

This procurement will be conducted in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographic preferences in evaluation of proposals or award of contracts, except where Federal statutes expressly mandate or encourage geographic preference. This does not pre-empt State licensing laws.

1.18 MODIFICATION OF PROPOSALS

Except at the written request of GRTA and/or the County, no proposal may be modified after the deadline for proposal submission identified in Part I, Section 1.9 above.

1.19 SINGLE RESPONSE TO SOLICITATION

If only one proposal is received in response to this RFP, a detailed cost analysis of the single proposal may be requested of the single Proposer. A cost analysis, evaluation and/or audit of the proposal may also be performed by GRTA and/or the County in order to determine if the proposal price is fair and reasonable. If GRTA and the County determine that a cost analysis is required, the single Proposer must be prepared to provide, upon request, detailed summaries of estimated costs (i.e., labor, equipment, supplies, overhead costs, profit, etc.) and documentation supporting all cost elements.

1.20 CONFLICTS OF INTEREST

GRTA has adopted Standards of Ethical Conduct for Purchasing for GRTA employees involved in procurement. It is a breach of ethical standards for any GRTA employee to participate directly or indirectly in a procurement when:

- The employee or any member of the employee’s immediate family has a financial interest pertaining to the procurement;
- A business or organization in which the employee, or any member of the employee’s immediate family, has a financial interest pertaining to the procurement; or
- Any other person, business or organization with whom the employee or any member of employee’s immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

GRTA employees are also bound by the Georgia Governor’s Executive Order dated January 13, 2003 for “Establishing a Code of Ethics for Executive Branch Officers and Employees”. The Executive Order prohibits GRTA employees, or any person acting on their behalf, from accepting, directly or indirectly, any gift from any person with whom the employee interacts on official GRTA business. Therefore, it is unlawful for a potential Proposer, or its subcontractors or suppliers, to make gifts or favors to any GRTA employee. It is also unlawful for any GRTA employee to accept any such gift or favor.

In addition, any persons acting as members of the Selection Committee for this procurement shall, for the purposes of this procurement, be bound by GRTA’s Standards of Ethical Conduct for Purchasing and the referenced Executive Order.
Throughout the proposal evaluation and award process and subsequent contract negotiations, Proposers shall not discuss or seek specific information about this procurement, including but not limited to, the contents of submissions, the evaluation process or the contract negotiations, with members of the Selection Committee, the GRTA Board of Directors, or GRTA employees other than Leanna Jordan Pierre, Procurement & Contracts Manager.

1.21 CONTRACTUAL RELATIONSHIPS

Proposals are legal and binding upon the Proposer when submitted. Any contract award made as a result of this solicitation shall bind the Proposer to all of the terms, conditions and specifications set forth in this RFP.

The selected Contractor’s contractual responsibility must solely rest with one (1) firm or legal entity, which shall not be a subsidiary or affiliate with limited resources. Proposer’s Proposal Letter, included as Offer Document #2 in Part V of this RFP and described in Part I, Section 1.28 below, must clearly indicate the firm or entity responsible for contract execution.

Neither GRTA nor the County will be a party to agreements between the selected Contractor and/or any subcontractors it may choose to employ during fulfillment of the contract; however, the selected Contractor shall execute fair and reasonable agreements with its subcontractors (if any) and shall provide both GRTA and the County with copies of said agreements not later than five (5) business days prior to their execution. Additional contract requirements related to Subcontractors are specified in Parts VI and VII of this RFP.

1.22 CONTRACTUAL PROVISIONS

The standard contract terms to be executed between the selected Contractor, GRTA, and the County have been included as Parts VI and VII of this RFP. Where the two agreements conflict, the conflicting language shall be resolved prior to the execution of a final agreement with the selected Contractor. Neither GRTA nor the County has any obligation to approve exceptions or changes the Pro Forma contracts. Both GRTA and the County reserve the right to modify the Pro-Forma Contracts and/or include additional contractual provision in the contract at their sole discretion.

1.23 CONTENTS OF CONTRACT

The contract resulting from this RFP shall consist of the following documents, which shall be incorporated therein:

- Contract document to be negotiated and executed between GRTA, the County and selected Contractor;
- Request for Proposals (GRTA Solicitation No. 15-039), including any addenda thereto; and
- Complete proposal submitted by selected Contractor.

1.24 SALES AND USE TAX

Both GRTA and the County are exempt from paying sales and use taxes. All proposal prices must exclude sales and use taxes (if applicable).

1.25 PROPOSAL EVALUATION PROCESS

The following section describes the process by which proposals will be evaluated and a selection made for a potential award by GRTA and the Gwinnett County Board of Commissioners. An Evaluation Committee will be established to review and evaluate proposals submitted in response to this RFP and make a recommendation for award to the GRTA Board of Directors and Gwinnett County Board of Commissioners.
The selection process will be based on a combination of both qualitative technical factors and cost. The award selection will be on a “best value” basis to the responsive and responsible proposer whose proposal is most advantageous and of the greatest value to both GRTA and the County. Accordingly, GRTA and the County may not necessarily make an award to the proposer with the highest technical evaluation criteria ranking nor award to the proposer with the lowest cost proposal, if doing so would not be in the overall best interest of both GRTA and the County.

1.25.1 Determination of Responsiveness

Proposals will be analyzed for conformance with the instructions and requirements of the RFP. Proposers must include all required elements, in sufficient detail such that the proposal can be evaluated. GRTA and Gwinnett County reserve the right to request a proposer provide any missing information and make corrections. Any proposal that the either GRTA or the County finds to be non-responsive may be withdrawn from further consideration. Note: If any exceptions are taken by the proposer, this will be taken under consideration during the proposal evaluation process and proposal may be deemed non-responsive if exceptions are not agreeable. Only those proposals found to be responsive will be evaluated as described below.

1.25.2 Evaluation of Proposals

The Evaluation Committee will evaluate all responsive proposals as described below:

**Phase 1 - Technical Evaluation.** During the first phase of the evaluation, the Evaluation Committee will have access to all proposal materials except the sealed cost proposals. Using the Proposed Evaluation Criteria that follow, the committee members will individually evaluate all responsive technical proposals based on the Phase 1 evaluation criteria, score and rank the proposals.

A number of the highest ranking proposers will be advanced into Phase 2 of the evaluation process. The number of proposers advanced into the second phase will be at the discretion of the Evaluation Committee. Phase 1 will end with the return of unopened cost proposals that will not be advanced into the second phase (if any) to proposers.

**Phase 2 - Cost Evaluation.** During the second phase, the Evaluation Committee will open all proposers’ cost proposals advanced into Phase 2 of the evaluation process, perform a cost evaluation of each, and score and rank the cost proposals.

In evaluating the cost proposal schedules and breakdowns, the various cost elements and profit will be reviewed and judgment applied to determine how well the proposed costs represent what the cost of the contract should be, assuming reasonable economy and efficiency. The analysis will evaluate whether the proposed cost elements are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the methods or performance and materials described in the proposer’s technical proposal. At its discretion, the Evaluation Committee may request a proposer provide any missing information, make corrections, and/or provide clarifications regarding its cost proposal, as may be required to establish that the pricing is responsive and responsible.

Using the Proposed Evaluation Criteria that follow, the Evaluation Committee will then score and rank the cost proposals based on the Phase 2 evaluation criteria. Low price will be rewarded, with the maximum number of points for each criteria awarded to the lowest price proposal, and other cost proposals awarded a lesser number of points proportionate to the ratio of the price proposal to the lowest price proposal.

The Evaluation Committee will tabulate the results of the Phase 2 cost evaluation scoring with the Phase 1 technical evaluation scoring. After this scoring, a number of the highest ranking proposers will be advanced into Phase 3 of the evaluation process and invited to interviews. The number of proposers advanced into the third phase will be at the discretion of the Evaluation Committee. The Evaluation Committee may choose to award a Contract without conducting any interviews.
Phase 3 - Presentations/Interviews. At the discretion of the Evaluation Committee, interviews will be conducted during the third phase of the evaluation process.

The dates and nature of the interview requirements will be communicated to the invited proposers. Key on-site management personnel identified by the proposer must make the presentations and answer Evaluation Committee questions. At a minimum, interviews will require the active participation of the proposed General Manager, Operations Manager, and Maintenance Manager.

The Evaluation Committee will tabulate the results of the interviews with the results from the previous phases to determine the final rankings. At the end of Phase 3, the Evaluation Committee will select the proposal which it finds to be most advantageous and of the greatest value to the County, for contract award recommendation to the GRTA Board of Directors and Gwinnett County Board of Commissioners.

1.25.3 Proposal Evaluation Criteria

Proposals will be evaluated based on their relative responsiveness to the criteria listed below and with those criteria’s values weighted, as follows:

<table>
<thead>
<tr>
<th>PHASE 1 - Technical Evaluation</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Qualifications/Experience</td>
<td></td>
</tr>
<tr>
<td>1. Proposer’s experience in providing transit service of similar scope and complexity.</td>
<td>30</td>
</tr>
<tr>
<td>2. Qualifications and experience of proposed General Manager, Operations Manager, Maintenance Manager, and other Senior management personnel.</td>
<td></td>
</tr>
<tr>
<td>3. Financial viability of proposer.</td>
<td></td>
</tr>
<tr>
<td>B. References</td>
<td>15</td>
</tr>
<tr>
<td>Evaluation of proposer’s references as to relevance, satisfaction with services, and past performance of proposed key personnel.</td>
<td></td>
</tr>
<tr>
<td>C. Approach to Providing Transit Services</td>
<td>30</td>
</tr>
<tr>
<td>1. Understanding, approach and organization to meet requirements.</td>
<td></td>
</tr>
<tr>
<td>2. Suitability and quality control/assurance of proposed services.</td>
<td></td>
</tr>
<tr>
<td>Phase 1 Total</td>
<td>75</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PHASE 2 - Cost Evaluation (including reasonableness of proposed rates and allocation of resources)</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Proposed cost schedules for Year 1.</td>
<td>16</td>
</tr>
<tr>
<td>2. Proposed cost schedules averaged over Years 1-5.</td>
<td>10</td>
</tr>
<tr>
<td>Phase 2 Total</td>
<td>26</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PHASE 3 - Presentations/Interviews (Optional)</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Results and impressions of presentations and interviews with key managers.</td>
<td>10</td>
</tr>
<tr>
<td>Grand Total</td>
<td>111</td>
</tr>
</tbody>
</table>

1.25.4 Contract Negotiations and Award

An award by GRTA and the Gwinnett County Board of Commissioners, if made, will be to the highest ranking responsive and responsible proposer according to the selection process stated above. GRTA and the County reserve the right to make an award as deemed in its best interest, which may include awarding the whole proposal, only part of the proposal, or none of the proposal, based on the sole discretion of its best interest.
GRTA and the County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to GRTA and the County all such information and data for this purpose as GRTA and/or the County may request. GRTA and the County reserve the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy either GRTA or the County that such proposer is qualified to carry out the obligations of the contract.

GRTA and the County jointly reserve the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received.

GRTA and the County may negotiate any changes desired in the offer if deemed to be in the best interest of GRTA and the County. If a satisfactory Contract cannot be negotiated with the highest ranked proposer, negotiations will be formally terminated. Negotiations shall then be undertaken with the second ranked proposer and so on.

Following award and execution of the Contract, GRTA and Gwinnett County will jointly issue a Notice to Proceed to the Contractor, which will specify the date Contractor will assume full responsibility for transit operations and maintenance.

Any Contract resulting from this RFP will be financed in part with funds available to GRTA and the County through grants from the State of Georgia and Federal Transit Administration. The obligations of Gwinnett County are contingent upon County funds and receipt of County-requested federal and State funds. In the event that funding from these sources is eliminated or decreased, both GRTA and the County reserve the right to terminate this Contract or modify it accordingly.

**Performance Bond.** Within ten (10) days of award of this Contract, the Contractor shall furnish a one hundred percent (100%) performance bond to GRTA and Gwinnett County. The amount of each bond shall be equal to the total Proposal price for the first twelve (12) months of full operation of the express, fixed route local and paratransit services as shown in the cost proposal forms. The bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury’s publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirements of the solicitation. The condition of the bonds shall be that the Contractor shall fully and faithfully perform all conditions of the Contract. The performance and payment bonds must be renewed annually, calculated the same as above but based on the Contractor’s estimated costs for that renewal period.

### 1.26 PROPOSAL FORMAT

A proposal shall consist of a transmittal letter, required forms (including bid bond), proposer qualifications, technical proposal, and cost proposal. These required elements are described in Sections 1.28 through 1.30 below. All required information should be presented in an organized, comprehensive and easy-to-follow manner. Expensive artwork, paper, visual or other presentation aids are not required. The submitted proposal package should be responsive to the specific range of services and issues elaborated in this request. Submission of excessive “boiler plate” information, including sales or product brochures, is discouraged. Proposers are requested to submit one (1) unbound original, five (5) EXACT bound copies, and one (1) exact copy in a searchable Adobe PDF format.

**NOTE:** All forms, certifications, acknowledgements, affidavits, agreements and requirements contained herein must be completed, signed and submitted in response to this RFP.

### 1.27 TRANSMITTAL LETTER

Proposals must be accompanied by a transmittal letter, the original signed in ink by the company official(s) authorized to commit company resources. Failure to submit a signed transmittal letter MAY result in automatic rejection of proposal.
At a minimum, the transmittal letter will identify the proposer(s), identify the contact person for the team/proposer, identify the legal organization of the team/proposer (e.g., joint venture, corporation, sole proprietor, etc.), appropriate federal, state, and county legal registration numbers, and the contact person’s title, mailing address, telephone number, fax number, and e-mail address.

Consortiums, joint ventures or teams submitting proposals, while permitted, will not be considered responsive unless it is established that contractual responsibility rests solely with one contractor or one legal entity that is not a subsidiary or affiliate with limited resources. The transmittal letter shall indicate the entity responsible for Contract execution on behalf of the consortium, joint venture or team, and shall list the names and telephone numbers of the principals authorized to conduct negotiations.

1.28 REQUIRED FORMS

All documents, excepting the Proposer’s cost proposal, shall be included in the bound and loose copies of the of the prospective Contractors’ proposal. The electronic copy submitted on CD shall Proposer’s complete proposal packet, excluding Proposer’s cost proposal. For information regarding the submission of the cost proposal, see Part X of this RFP.

Offer Document No. 1- Complete Proposal Checklist. This document serves as a checklist for Proposers to ensure that their proposal is complete and ready for submission to GRTA. The document is used by GRTA during the evaluation of responsiveness or proposals. The document must be fully completed, signed, and submitted with the proposal. The blank checklist form is attached as Offer Document No. 1 in Part V of this RFP.

Offer Document No. 2- Proposal Letter. This document summarizes the acknowledgements and representation made by and agreed to by the Proposer with regards to its proposal. This document must be fully completed, signed, and submitted with the proposal. The blank form is attached as Offer Document No. 2 in Part V of this RFP.

Offer Document No. 3- Acknowledgement of Addenda to RFP. This document is required by Part I, Section 1.5 of this RFP. This document must be fully completed, signed and submitted with the proposal. If no addenda to the RFP were issued, the Proposer must still complete the form and include it in its proposal. The blank acknowledgment form is attached as Offer Document No. 3 in Part V of this RFP.

Offer Document No. 4 - Proposer Information Form. This document summarizes key information about the Proposer for GRTA’s assistance and reference during the evaluation of proposals including: contact information for Proposer, corporate information, list of references for whom Proposer has performed similar services in the past five (5) years, and a list of proposed subcontractors to be utilized during the performance of the contract (if applicable). GRTA and the County will contact the referenced listed on this document as part of the evaluation of proposals. The document must be fully completed, signed, and submitted with the proposal. A blank form is attached as Offer Document No. 4 in Part V of this RFP.

Offer Document No. 5- Certification of Non-collusion in Proposal Preparation. Self-explanatory. This document must be fully completed, signed, and submitted with the proposal. A blank form is attached as Offer Document No. 5 in Part V of this RFP.

Offer Document No. 6 - Non-collusion Affidavit. Self-explanatory. This document must be fully completed, signed, notarized and submitted with the proposal. A blank form is attached as Offer Document No. 6 in Part V of this RFP.

Offer Document No. 7- Bid Bond Form. A bid bond (in accordance with the form provided in Part V) shall be furnished to GRTA and Gwinnett County with the proposal, for five percent (5%) of the total Proposal price for the first twelve (12) months of full operation of the GRTA Xpress as well as GCT express, fixed route local and paratransit services as shown in the cost proposal forms. Failure to submit appropriate bonding will result in automatic rejection of proposal. Bonding company must be authorized to do business in Georgia by the Georgia
Insurance Commission, listed in the Department of Treasury’s publication of companies holding certificates of
authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best
rating as stated in the insurance requirements of the solicitation.

**Offer Document No. 8- Proposer Qualifications and Experience.** See Section 1.29 below for details.

**Offer Document No. 9- Technical Proposal.** See Section 1.30 below for details.

**Offer Document No. 10- Contractor Affidavit.** O.C.G.A. §13-10-91(b) requires individuals, firms, or
corporations engaged in the physical performance of services for state entities register with and be authorized to
use and actually use the federal work authorization program, commonly known as E-Verify. Contractor shall fully
complete, sign, notarize, and submit this document with the proposal. A blank affidavit is attached as Offer
Document No. 10 in Part V of this RFP.

**Offer Document No. 11- Code of Ethics Affidavit.** Self-explanatory. The blank form is attached as Offer
Document No.11 in Part V of this RFP.

**Offer Document No. 12- Subcontractor and DBE Listing Form, Disadvantaged Business Enterprise
Certification.** Both GRTA and the County have overall DBE participation goals of 11% and 6%, respectively.
While a separate DBE Goal has not been established for this solicitation, all contractors are required to complete
this offer document, specifically listing all subcontractors and their associated DBE status, indicating whether or
not the prime contractor is a DBE, and documenting the Proposer’s good faith DBE Efforts. This form is attached
as Offer Document No. 12 in Part V of this RFP.

**Offer Document No. 13- Certification Regarding Lobbying.** The blank form is attached as Offer Document
No.13 in Part V of this RFP.

**Offer Document No. 14- Certification Regarding Suspension and Debarment.** The blank form is attached as
Offer Document No.14 in Part V of this RFP.

**Section V** includes all forms, certifications, and acknowledgements that must be completed and submitted in
response to this RFP, with the exception of the cost proposal forms (discussed in Section X). The required forms
must be completed legibly and in their entirety, with the exception of the performance bond. Forms that are not
self-explanatory are discussed below.

**Disadvantaged Business Enterprise (DBE) Participation.** This work will be financed in part with Federal
funding. In order for Gwinnett County to qualify for funding from the Federal Transit Administration (FTA), a
Disadvantaged Business Enterprise. This may be accomplished through prime or subcontract work. The selected
Contractor will be expected to assist the GRTA and the County in meeting its respective DBE obligations
throughout the period of performance under this Contract. Both GRTA and the County shall require compliance
from the selected Contractor. Questions regarding Gwinnett County’s DBE program should be directed to Ms.
Patricia Downs, Compliance Manager, pdowns@grta.org or by calling 404-463-3008.

Each proposer shall disclose its plan for meeting the GRTA’s 11% DBE goal as well as the County’s 6% DBE goal
when submitting the proposal and identify the DBE firm or firms (in accordance with the forms provided in
Section V). A DBE Directory identifying all firms eligible to participate as DBEs is maintained by the Georgia
Department of Transportation (Georgia DOT) in relation to the Uniform Certification Program (UCP).
BUSINESS/CONTRACTORS seeking to participate as DBEs must be certified at the time of bid submittal.
Check the DBE Directory. The DBE Directory is available online at:

at bottom of web page.
The status of a company as a Disadvantaged Business Enterprise is subject to change. The proposer shall be solely responsible to review and utilize the most current version of the DBE Directory list to ensure any company listed in its proposal is a certified Disadvantaged Business Enterprise. Failure to list certified DBE Participants in the proposal will subject the proposal to be disqualified.

1.29 PROPOSER QUALIFICATIONS/ EXPERIENCE

1.29.1 Qualifications and Experience of Proposed Firm/Team

Document the proposer’s ability to perform the scope of services set forth in this RFP, including a description of the proposer’s operations and maintenance capability and its methods and resources to perform the services described in this RFP. Include:

- Overview of the proposer’s firm/team qualifications and experience in providing commuter, local fixed route and complementary ADA paratransit public transit services similar to those required in this RFP. Include number of years firm/team has provided these types of public transit services and provide overview of firm’s philosophy, policies and methods to provide superior service delivery and ensure quality, safe, cost efficient, and customer-oriented service. The firm (or general partner of the firm) must have five (5) or more years of recent (within the last 7 years) and relevant experience in providing regularly scheduled, commuter route, local fixed route and complementary ADA paratransit public transit bus service similar in scope, size and complexity to the Work to be performed.

- List the Contracts, public and private, for which the proposer has performed/ or is performing express and local fixed route and complementary ADA paratransit services during the past five years. Include the following information for each project:
  1) Name and telephone number of client contact.
  2) Describe the transportation services provided, including the size of the service.
  3) Length of contract and contract price.
  4) Current status of the contract.
  5) Whether performing service as a prime or subcontractor.
  6) The Firm’s Project Manager for the contract

- List the Contracts or Proposals that the proposer is currently bidding on. Include applicable information from preceding list for each project.

- Provide a list of 5 government clients from 2010 to the present that you previously or currently serve. Include a contact person and telephone number for each former client and name the last project manager for the firm on that contract.

- State whether or not any arbitration, mediation or litigation has occurred or is pending by or against the proposer or any officer or partner of the proposer relating to performance under a Contract by a proposer or proposer’s predecessors. Give details.

1.29.2 Qualifications and Experience of Key Personnel

Provide proposed management structure, including an organizational chart, and identify key personnel. Identify the responsible functional area(s) of each position including, but not limited to, position(s) responsible for overseeing compliance with federal requirements, training, safety, security, and customer service. Adequacy of personnel with requisite disciplines, experience, licenses, skills, and certifications to complete the Contract as required and satisfy any maintenance, operational, or service problems that may arise during the Contract period shall be demonstrated. Key personnel are required to have relevant direct experience managing at their proposed level at a property similar in scope, size, and complexity to the services being proposed. Commuter public transit
experience is preferred for all key personnel directly working with the GRTA Xpress and GCT Express system. All key personnel must be assigned to this project on a full-time basis.

- Key personnel include, the General Manager, Operations Manager, Paratransit Manager, Safety and Training Manager, Maintenance Manager, Customer Service Manager and Technology Technician. The Operations Manager shall have qualifications and experience in managing the service types described in this RFP. The Maintenance Manager shall have qualifications and experience with a transit system utilizing over-the-road express buses, CNG-powered buses, and CNG fueling equipment.

- Key personnel shall complete or already be certified in the National Incident Management Systems training program within the first year of contract award. Key personnel are required to have the following courses completed within the first year (ICS) classes 100, 200, and 300.

- Include resumes for key personnel that detail their qualifications for their respective positions. Resumes should indicate education, background, recent relevant experience (including location), accomplishments, and work references with current telephone numbers, and if applicable the record of the project team in working together on similar assignments. Fixed route and paratransit managers shall hold a valid CDL license or have the ability to obtain one to operate all equipment in the fleet.

- Any subsequent key personnel replacement shall be subject to the same minimum requirements listed above. In the event of a necessary replacement, Contractor shall provide at least two prospective candidates for GRTA and the County to select from and approve for the vacant position. All key personnel approvals shall be made in writing.

- Management Support Team: Describe how your firm will support the General Manager’s efforts. Discuss the resources and services that your firm will provide at no extra charge as part of the Contract.

1.29.3 Financial Viability

Provide documentation of sufficient financial strength, resources and capability to finance the work to be performed and complete the Contract in a satisfactory manner as measured by:

- Ability to secure required performance bond as evidenced by a letter of commitment from an underwriter confirming that proposer can be bonded for the required amount.

- Ability to obtain required insurance with coverage values that meet minimum requirements evidenced by a letter from an underwriter confirming that the proposer can be insured for the required amount.

- A financial statement prepared in accordance with United States Generally Accepted Accounting Principles (GAAP) and audited by an independent certified public accountant authorized to practice in the jurisdiction of the State of Georgia, Gwinnett County or the proposer. The statement must reflect the financial condition of the proposer, including a full and detailed presentation of the true condition as of December 31, 2014 (or more recently if available) of the proposer’s assets, liabilities and net worth. In the event that proposer’s fiscal year is reported on a basis other than calendar year, the latest annual financial report along with a current financial report (balance sheet and profit/loss statements) will be an acceptable response.

The financial statement and related documents must set forth the financial status of that entity, subsidiary, division, subdivision, or unit which will actually perform the services described in this RFP. If the proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. It is acceptable to provide an audited financial statement for the last fiscal year for the parent corporation, as long as a complete current financial report for the operating entity which will perform the service is also included.
• In the event funds are to be borrowed to finance any portion of the operations of service, a letter-of-intent from the bank or other lending agency must be attached, indicating the minimum amount that will be loaned and any applicable percentage rate. The letter-of-intent may include the qualification that the loan will only be consummated upon award of the Contract by Gwinnett County.

• Financial references, including name of proposer’s primary financial institutions and address, name of contact person and telephone number for each financial institution identified.

1.29.4 References

As evidence of satisfactory performance and integrity on contracts, Georgia Regional Transportation Authority and Gwinnett County request three (3) references of Contracts listed above in Section 1.12.1 where work of a similar size and scope has been completed. The form for references is provided in Section 5.

1.30 TECHNICAL PROPOSAL

1.30.1 Cover

This should be a simple 8-1/2” X 11” page that identifies the project name, request for proposals number and the name of the organization submitting the proposal.

1.30.2 Table of Contents

Self-explanatory.

1.30.3 Approach to Providing Transit Services

• Understanding of Requirements. Provide a statement demonstrating a clear understanding of the services and support required by this RFP of the Contractor for each service type. Keep in mind that all elements of services and support needed to meet the requirements of this RFP, which are not listed as responsibilities of GRTA or Gwinnett County, are assumed to be responsibilities of the Contractor, whether specifically set forth or not.

• Description of Approach. Provide a brief summary of how the proposer intends systematically to fulfill the Contractor’s requirements outlined in this RFP as well as the proposed approach to meet each specific Contractor responsibility.

• Operations. Describe proposed implementation of all major activities to be performed during operation of GRTA Xpress, and Gwinnett County’s express, local, and paratransit services. At minimum, the description should include:

1) For GRTA Xpress, GCT express, fixed route local, and paratransit programs, outline the methodology that the proposer will use to ensure quality control of the on-street operation, including major transfer points, scheduled timepoints, park and ride lots, and MARTA rail stations. This is to include on-time performance, operators’ adherence to operating plan, rules and regulations, and resolution of on-street issues (e.g., maintenance vehicle exchanges, use of extra vehicles to minimize loss of service, ADA requirements, accidents, and customer service).

2) Provide proposed schedules for dispatching and supervision at each operations and maintenance facility for GRTA Xpress, GCT express, fixed route local, and paratransit programs and discuss how these activities will be maintained during all service hours.
3) Describe Street Supervisors’ responsibilities, procedures, and data collection forms regarding observation of operator performance (particularly new operators and operators on new route assignments), on-time performance, ride checks, detours and special services.

4) The paratransit component must specifically identify strategies to be employed for addressing service quality, efficiency and improving productivity. Provide a detailed paratransit operations plan. Describe the proposed methods for paratransit reservations and scheduling. Indicate how the following information will be captured and reported:

- Revenue hours
- Revenue miles
- Passenger trips
- Passenger trip information (including, but not limited to, passenger name and identification number, origin and destination, pick-up and drop-off time, and mileage)
- No shows
- Missed trips (defined as any trip delivered after 60 minutes of the requested time)
- Trip denials
- Reservation Hold Times
- Call Abandonment Rate
- Average length of time to service call

5) Discuss how the paratransit certification review process and the recertification process will be handled.

6) Submit report samples and forms addressing all aspects of the operations, including, but not limited to, drivers’ pre-trip and post-trip inspections on-time performance checks, monitoring of operators’ performance, dispatch logs, daily operations reports, vehicle assignments, and daily express trip boarding counts.

- **Safety and Security.** Describe the proposed Safety Program, for assuring safe transit operations and compliance with federal and state safety laws and regulations. Describe the proposer’s safety record over the past five years, including identification of any safety violations. At minimum, the description of the Safety Program should include:

  1) Accident prevention, road supervision, equipment and facility monitoring, emergency preparation, accident response, investigation and reporting procedures, accident/incident vehicle clearance, passenger safety including stranded vehicle transfers, service restoration, and training/refresher courses, safety huddles, etc.

  2) Indicate how the proposer will comply with all the requirements related to the federal Drug and Alcohol Testing Program and the American with Disabilities Act.

  3) Describe the proposed Security Program, for assuring the security of State-owned, County-owned and Contractor property as well as that of patrons (e.g., patron vehicles). The Security Program should include buses and equipment, fare revenues and fare media, GCT park and ride lots, the Gwinnett Transit Center, operations & maintenance facilities including access control, and GCT customer service facility. GRTA currently provides security services at five of its owned park and ride lots. GRTA will continue to provide security services at selected GRTA park and ride lots. GRTA reserves the right to have the contractor provide security service and ground maintenance service at the GRTA owned and/or leased park and lots during the term of this contract.

- **Customer Service.** Describe the proposed Customer Service Program.

Note: GRTA Xpress will continue to operate their own call center but will need the coordination of the Contractor for customer service responses to complaints and inquiries. GRTA reserves the right to include a
task order agreement for the Customer Service Program to be operated by the contractor during the term of this agreement. Therefore, the Contractor should include the cost of a Customer Service program for the GRTA Xpress system as an optional service including the ticket and pass sales function during the term of this contract.

At a minimum, this description should include:

1) Description of methodology for responses to customer inquiries and concerns, tracking and reporting concerns, and developing corrective actions based on feedback.

2) Explain how the customer service program will be monitored to ensure that the delivery of customer service is of the highest quality.

- **Ticket and Pass Sales.** Outline the proposer’s transit fare sales program for Gwinnett County, including the monthly sale of transit tickets and passes at park and ride lots.

- **Vehicle Maintenance.** Describe the proposer’s comprehensive maintenance program that will meet GRTA and the County’s requirements. The plan must include, at a minimum, the following components: the preventive maintenance program, vehicle repairs, equipment repairs (e.g., seats, fare collection equipment, etc.), air conditioning and heating maintenance repair, Driver Vehicle Inspection Report follow up, specialized equipment program, parts inventory, record keeping accounting system and warranties. At a minimum, this description should include:

  1) Proposed automated maintenance management information system. Describe who owns the software, when it was developed, and where it presently is in use.

  2) The proposed preventive maintenance program, including levels of inspections, intervals, and the types of inspections and/or components serviced at each interval.

  3) Description of the proposed pre-inspection and post-trip inspection process and how operator-reported defects will be handled prior to vehicles being returned to service.

  4) Description of road call procedures and other unscheduled maintenance repairs and/or services. In addition, specifically describe procedures for handling express bus road calls and avoiding service delays for express service in downtown Atlanta.

  5) Describe which preventive and other maintenance activities will be performed in-house and which will be contracted out.

  6) Inventory levels and control, scheduled and unscheduled repair items, air conditioning and wheelchair lift parts and materials, method of control, and whether the parts will be supplied by original equipment manufacturers or after market suppliers. (GRTA and Gwinnett County reserve the right to reject the use of any after-market products that may be found not to provide better or equal service as the OEM product.

  7) Clearly describe how warranty items will be handled, and by whom.

  8) Describe the approach and timeline for monitoring and repairing accident damage.

  9) Describe the procedures to ensure quality control and quality assurance of the maintenance program, including ensuring follow-up of defective items.

- **Servicing and Cleaning.**

  1) Describe the daily fueling procedures.
2) Describe the plan for daily and periodic detailed cleaning, together with a checklist for each type of cleaning and servicing. The plan should address graffiti removal and should delineate how the appearance of the bus fleet will be maintained.

- **Revenue Collection, Reconciliation and Deposit.**

  1) Describe the plan for GCT fare collection, counting, reconciliation of passenger fares, ticket and pass revenue, and revenue deposits, including a specific identification of procedures to ensure the proper safeguarding and reporting of fares.

  2) Note: Upon completion of the new Operations and Maintenance facility (South Ops), GRTA will have the option for the Contractor to provide fare collection, counting, reconciliation of passenger fares, ticket, pass revenue and revenue deposits for the Xpress system. Describe the plan for GRTA Xpress fare collection, including a specific identification of procedures to ensure the proper safeguarding and reporting of fares.

- **Non-Vehicle Maintenance (i.e., Facilities and Equipment).** Describe the approach proposed to perform all non-vehicle maintenance activities, including those associated with the operations & maintenance facility or facilities, CNG fueling/Diesel facility and equipment, bus wash, GCT operated park & ride lots, the Gwinnett Transit Center, bus stops, and other equipment. At a minimum, the description should include:

  1) Description of the maintenance procedures for facility/grounds cleaning and upkeep of all operations & maintenance facilities and the proposed plan for preventive maintenance of CNG fueling facility and equipment.

  Note: GRTA will be opening a new Operations and Maintenance Facility around the summer 2016. The Contractor will be expected to operate and maintain the facility including grounds cleaning upon occupancy of this new facility.

  2) Description of the maintenance procedures for the GCT operated park & ride lots and the Gwinnett Transit Center, including lot attendants at the Sugarloaf Mills, I-985 and Indian Trail park & ride lots.

  3) Description of the procedures for GCT local service bus stop cleaning and maintenance, including a discussion of how the bus stops will be monitored.

  Note: GRTA will **not** require the Contractor to perform Grounds Maintenance services for their owned and leased park and ride lots. GRTA reserves the right to include lot attendants and grounds maintenance services at the GRTA owned and leased lots in the future.

- **Records and Reports.**

  1) Define the proposer’s records and reporting program that encompasses all aspects of the operation and meets GRTA and Gwinnett County requirements.

  2) Provide a detailed description of how the Federal National Transit Database (NTD) reporting program will be implemented and maintained.

  *Note that a minimum of two (2) members of Key Personnel must have a minimum of 3 years NTD experience and be familiar with how to fill out all NTD related forms and reports.

  3) Describe process for developing and keeping current a complete set of written **Standard Operating Procedures** (SOPs) for GRTA and Gwinnett County’s transit system including, but not limited to, administration (including safety, facility security, farebox revenue security, risk management, reporting), operations (normal and emergency, customer service), vehicle maintenance, and facilities/equipment.
maintenance. The proposed process shall also address transmitting current SOPs to GRTA and the County’s Department of Transportation.

• **Personnel.**

1) Expanding on the management organization provided in Section 1.17.2, provide a personnel organizational chart and staffing plan overall and the set-up for each operating facility, indicating organizational structure, number of management, staff employee positions by division, full-time or part-time status of each employee, salary, and benefit schedules for each employee classification. The staffing plan should describe the skills and experience required of each classification. Additional personnel, if any, who will be required on a subcontract or consultant basis must be identified as well. Indicate the technical areas, character, and extent of subcontract or consultant activity; specify and qualify anticipated sources.

2) GRTA and Gwinnett County requires a strong supervision component that provides adequate **street supervision** at all times that buses are operating. Describe the program that will ensure that adequate geographic coverage is provided, for both GRTA Xpress, GCT Express, fixed route local, and paratransit services throughout the service area, with assurances that there will be a prompt response to accident investigation or service incidents as soon as possible, but no longer than a 30 minute timeframe.

3) Describe the initial and on-going Training Program for operators, dispatchers, supervisors and customer service representatives. This description should include the steps to be taken to improve employee skills, enhance service quality, promote safety in the performance of work, and should include schedules showing the number of hours and types of training to be provided. Describe internal (on-site) and corporate **Quality Control Programs** designed to ensure that service performance standards are met.

4) Describe the **Employee Incentive Program** for enhancing and rewarding quality employee performance and promoting stability in the work force. The proposer should demonstrate the ability to provide and retain a sufficient number of qualified staff to operate and maintain the services required, specifically describing methods used to retain employees and reduce/control turnover. The selected Contractor shall report on a monthly basis the incentives awarded along with a list of employee names that received the incentive awards.


• **Proposed Transition.**

1) Proposers should submit a time schedule setting forth the sequence of events and associated time requirements proposed to be undertaken from the Contract award through the first full month of system operations under the Contract. The time schedule must provide for the transition to the new Contract effective January 1, 2016.

2) Transition and Start-up activities of the Contractor must begin immediately upon Notice to Proceed and must be completed by the Service Start Date, January 1, 2016. The Contractor is responsible for carrying out an effective and smooth transition and start-up process, which will assure that it is capable of assuming responsibility for all required operations by the Service Start Date.

3) The service contained in the Scope of Work for the GRTA Xpress system is currently operated by multiple Contractors. Specific transition issues will be addressed during the start-up period. GRTA will hold meetings as needed with the successful Contractor commencing with the award of the Contract. The proposed Contractor should keep this in mind while developing detailed transition plans.

Note: This section must be completed by all Proposers. If any of the present Transit Service Contractors, choose to submit a Proposal, they must discuss how the transition to the new Contract provisions will be accomplished.
**Milestone #1 – Signed Contract** - Contractor must return signed contract to GRTA and GCT no later than 14 days following Notice of Award.

**Milestone #2 – 14 Days After Notice to Proceed Date** – The on-site reporting in the Metro Atlanta area for all start-up Contractor personnel (except as noted in next milestone) will be 14 days after the Notice to Proceed date.

**Milestone #3 – 21 Days After Notice to Proceed Date** – The approved General Manager, Operations Manager, Maintenance Manager, Safety and Training Manager for the operation must be physically present for start-up beginning 21 days after the Notice to Proceed date.

**Milestone #4 – 21 Days After Notice to Proceed Date** – The following activities must commence 21 days after the Notice to Proceed date: hiring and training of bus operator trainers, hiring and training of bus operators, hiring and training of mechanics and fuelers/washers, hiring and training of dispatchers and street supervisors, hiring and training of all other support staff.

**Milestone #5 – 21 Days After Notice to Proceed Date** – The facility or facilities must be under contractual obligation by the Contractor and occupancy eminent beginning 21 days after the Notice to Proceed date.  
- Time frame for remodeling/modifications to facility or facilities established  
- Dates for maintenance shop equipment and fuel storage delivery and installations established  
- Dates for delivery of support vehicles established

**Milestone #6 – 30 Days After Notice to Proceed Date** – GRTA and GCT will provide buses for training purposes 30 days after the Notice to Proceed date. If Contractor chooses to provide additional buses for training purposes, said vehicles must be available 30 days after the Notice to Proceed date.

**Milestone #7 – 60 Days Prior to Service Start Date** – Submit draft System Safety Program Plan to the GRTA and GCT.

**Milestone #8 – 45 Days Prior to Service Start Date** – Minimum of 50% of required operators hired and trained.

**Milestone #9 – 45 Days Prior to Service Start Date** – Minimum of 50% of required mechanics hired and trained.

**Milestone #10 – 45 Days Prior to Service Start Date** – Minimum of 50% of required dispatchers and street supervisors hired and trained.

**Milestone #11 – 21 Days Prior to Service Start Date** – Minimum of 90% of required operators hired and trained.

**Milestone #12 – 21 Days Prior to Service Start Date** – Minimum of 90% of required mechanics hired and trained.

**Milestone #13 – 21 Days Prior to Service Start Date** – 100% of required dispatchers and street supervisors hired and trained.

**Milestone #14 – 21 Days Prior to Service Start Date** – Facility remodeling/modifications at least 90%
complete. Maintenance shop equipment and fuel storage on site. Minimum of 90% of support vehicles on site.

**Milestone #15 – 7 Days Prior to Service Start Date** – Submit final System Safety Program Plan to GRTA and GCT.

**Milestone #16 – 7 Days Prior to Service Start Date** – 100% of required operators hired and all training complete.

**Milestone #17 – 7 Days Prior to Service Start Date** – 100% of required mechanics hired and all training complete.

**Milestone #18 – 7 Days Prior to Service Start Date** – Facility or facilities fully equipped and operational. 100% of support vehicles received, insured and ready for service. Vehicles being provided by GRTA for Contractor use should be insured by the Service Start date and will be received the night before Service begins.

**Milestone #19 – 1 Day (or as directed) Prior to Service Start Date** – Delivery of revenue vehicles for service. Vehicles must be picked up by the selected Contractor from designated Contractor.

**Milestone #20 – Date of Service Implementation** – 100% of contracted revenue service implemented on schedule.

### 1.31 COST PROPOSAL INSTRUCTIONS

The proposer must submit its separate cost proposal using the forms in Attachment B. Note that cost proposals must be prepared separately for GRTA Xpress, GCT Express, GCT local, and GCT paratransit services.

The cost proposal should be based on the characteristics of the current service as outlined in Section 2. GRTA and Gwinnett County will contract for general administration costs (including operations & maintenance facility costs) and non-vehicle maintenance costs on the basis of a total annual fixed fee, payable in monthly installments, and broken out by GCT costs and GRTA costs. Gwinnett County will also contract for the administrative costs of Customer Service. Transit service vehicle operations and vehicle maintenance will be contracted at a rate per scheduled vehicle revenue hour, by the type of service (GRTA Xpress, GCT express, local service, and paratransit service). For GRTA Xpress, GCT Express and GCT fixed route local services, vehicle revenue hours will be calculated based on the actual time that each revenue vehicle is in service and available to passengers. Moreover, the GCT paratransit service will be calculated on a revenue hour basis, and revenue service is defined as the time from passenger pick up to passenger drop off ONLY. Travel time to the passenger pick up location is not considered revenue time, nor shall any gaps in time (regardless of the length of the gap) between passenger trips be considered revenue time. In addition, the Cost Proposal Schedule should include a rate per scheduled vehicle revenue hour for any special event service provided as directed by GRTA or the County.

On an annual basis, GRTA and Gwinnett County will have the ability to renegotiate the Contract’s hourly vehicle maintenance rates for each service type. The negotiation will be based on, but not limited to, current fleet characteristics by service type such as mileage, warranty, power option (diesel, CNG or gasoline), rehab or rebuilt vehicles etc.

Fuel consumed by the assigned revenue service buses and paratransit vehicles will be invoiced monthly by the selected Contractor as a pass thru based on actual fuel costs. As such, fuel costs are **NOT** to be included in the Cost Proposal.
The Cost Proposal Schedule forms should set forth the firm fixed costs and rates per vehicle revenue hour the proposer would charge GRTA and Gwinnett County to provide the services contemplated herein on an annual basis, in the base year and each of the four option years. The fixed costs and rates proposed in the base year and each of the four option years shall include all charges that may be incurred in fulfilling the terms of this Contract.

The cost schedules should be fully supported by the Cost Proposal Breakdown forms, adequate to establish the reasonableness of the overall fixed costs and rates, as described in the Cost Evaluation section above.

Proposers should be aware that the GCT and GRTA Xpress service characteristics are subject to change should circumstances dictate. If GRTA or Gwinnett County increases or decreases the amount of service by an amount greater or less than twenty-five percent (25%) of the existing service level, or in the event of mutually agreed upon changes in the division of responsibilities between GRTA, Gwinnett County and the Contractor, then GRTA, Gwinnett County and Contractor may negotiate new hourly rates for the remainder of that portion of the Contract.

GRTA and GCT would like the following services priced as task order and optional for the terms of this Contract.

Transportation Planning - The Contractor shall provide assistance with general transportation planning services. The scope of services is broad and varies.

Customer Service and Marketing- The Contractor shall provide assistance with any Marketing or Customer Service related services. The scope of services is broad and varies.

Proposed fee schedule shall be submitted for each Category for which you are interested in qualifying with your proposal. Hourly rates shall be provided for all potential labor categories that will be involved in the provision of professional services for the specific category for which the Contractor is applying for consideration. All overhead, profit, and direct charges such as, but not limited to document reproduction, photographic work, photo reprographic service, postage and shipping, transportation including mileage and computer usage expenses, must be rolled into hourly rates. All sub-consultant fees are to be billed at rates identified in the fee schedule.
PART II
SCOPE OF WORK

2.1 SUMMARY OF SERVICES

GRTA and Gwinnett County seek to retain one Contractor to operate, maintain and administer all Contractor-identified services in this RFP, and for that Contractor to provide any additional operations & maintenance facility, such that nothing remains to be purchased, provided or supplied by GRTA or Gwinnett County, other than existing GRTA and Gwinnett County-owned buses and equipment listed in this RFP. The Scope of Services to be performed by the selected Contractor includes specific services described below as well as Reporting Requirements in Section 3 and Turnover / Contract Completion in Section 4.

2.2 OPERATIONS

The Contractor shall provide the necessary management, technical and operating services for the operation of GRTA Xpress, GCT express, fixed route local, and paratransit services as specified by GRTA and the County.

The Contractor shall assist and cooperate with GRTA and Gwinnett County in meeting the objectives of providing quality transportation services. The Contractor shall perform close liaison activities, coordination, and cooperation with GRTA and the County on matters related to operations, monitoring, reporting and service performance measurements, and will respond immediately to any inquiries, concerns, and requests of GRTA and the County.

GRTA and Gwinnett County will be the primary responders to all media inquiries about their respective service. The Contractor will assist in preparing information to support the response to media inquiries. Upon direction by GRTA or the County, the Contractor may be requested to assist in responding to the media.

The Contractor shall assist and cooperate with GRTA and the County in establishing and implementing various operating policies as directed by GRTA or the County which address local, federal, and State laws, regulations and ordinances such as clean air standards, idling, noise, etc.

The Contractor shall execute all dispatch duties including driver sign-in and out, vehicle route assignments, paratransit call intake, and operational communications such that a Dispatcher is required to be on duty in the dispatch offices at all times while Xpress, fixed route express and local buses and paratransit vehicles are in service. The Dispatcher will be required to monitor and respond to operational communications throughout operating hours and communicate with drivers, supervisors, customer service (including GRTA customer service) and maintenance personnel regarding operations, service, safety, and customer service issues. The Contractor shall keep detailed logs on ALL communications through an automated system to be provided by Contractor and approved by GRTA and the County.

Drivers, when requested by GRTA or the County, will distribute notices to passengers or otherwise render assistance in customer relations, information, promotion, monitoring, and supervisory functions.

Drivers will be required to ensure that each passenger pays the appropriate fare prior to being provided transportation service.

Drivers will be required to honor special passes; collect, cancel and/or validate passes and tickets; and issue, collect, and validate transfers, in accordance with GRTA and Gwinnett County fare policies. Drivers will verify cash fares deposited in the farebox, and are not permitted to handle cash fares. If a passenger is unable to deposit a fare in the farebox, due to a disability, the driver may assist the passenger. Drivers will record ridership counts by passenger categories using the electronic farebox system provided on the bus.

GRTA Xpress and Gwinnett County Express routes interface with the Metropolitan Atlanta Rapid Transit Authority (MARTA) service at several MARTA rail stations. Three of Gwinnett County’s local fixed routes (10A-10B, 20,
and 35) along with the complementary paratransit service interface with MARTA at the Doraville rail station. GRTA and the County have a reciprocal fare agreement with MARTA that provides for reciprocal free transfer privileges for passengers. The free reciprocal transfers are facilitated with the Breeze smartcard fare collection system.

Drivers shall have available at all times during operation of any bus an accurate time piece set each day which conforms to the CAD/AVL system clock, a hole punch for transfers, and a flashlight for pre-trip and post-trip inspections.

Drivers will be required to operate wheelchair lifts or kneeling features and ramps on low floor buses, and assist in securing wheelchairs and other mobility devices. Drivers will be required to announce all ADA required stops, as directed by GRTA, County policy, and federal law in the event the “talking bus feature” is unavailable or an Operator is operating a coach that does not have the automated feature available.

Drivers must fill out a pre-trip and post-trip vehicle inspection forms as outlined in the Contractor’s operating rules and procedures, and State of Georgia DOT requirements.

GRTA and Gwinnett County will not pay revenue hours for ANY vehicle that is driven by a supervisor, manager and/or safety personnel unless the Contractor has obtained PRIOR authorization from GRTA or the County.

The Contractor shall furnish all equipment and services required in the operation and management of all services, unless specifically identified to be contributed by GRTA or the County.

2.2.1 GRTA Xpress, GCT Fixed Route Express and Local Service

Using vehicles provided by GRTA and Gwinnett County, the Contractor will operate Xpress, GCT fixed route express and local bus service on fixed schedules as specified by GRTA and the County. GRTA Xpress route maps and schedules can be viewed at the following website (www.xpressga.com) The GCT fixed route maps and schedules can be viewed at the County’s transit website (www.gctransit.com), click on ‘Routes & Schedules’ The daily operating statistics for current service operating levels are included in Attachment C.

The Contractor shall be responsible for developing, and providing to GRTA and the County for approval, all schedule block and run cuts. The Contractor shall be responsible for developing and distributing all schedule driver shift run cuts in conformity with GRTA and the County’s prior approval and specifications. For any subsequent route and schedule changes during the performance of this Contract, GRTA or the County will provide route, span of service, headway and service frequency changes to the Contractor for developing subsequent schedule block and run cuts.

GRTA Xpress, GCT express and local bus service shall be operated in strict accordance with the operating days and hours, routes and schedules set forth in the current Master Schedule, and the Contractor shall provide such service in a safe, professional, and courteous manner. GRTA Xpress, GCT express and local bus service hours and peak period vehicle requirements may vary over the term of the Contract depending upon funding, other considerations, and/or direction from GRTA or the County. The Contractor shall not place any vehicles into “extra service” on a route without express written permission of GRTA for Xpress service or the County for GCT express and local service.

GRTA Xpress and GCT express service shall not be operated on the major holidays designated by GRTA or the County, which currently are: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

GRTA and Gwinnett County reserve the right to unilaterally amend the holiday schedule during the contract year, should it become necessary. GRTA and the County reserve the right to operate limited schedules on days surrounding designated holidays and on other holidays not listed, during the course of the Contract. GRTA and
Gwinnett County shall designate holiday schedules for each respective service the next year in December of each contract year.

The Contractor shall be authorized to deviate from established routes when necessary to avoid construction work, disabled vehicles or other obstructions within the public right-of-way. All deviations are to be reported immediately to GRTA or the County.

In the event that a GRTA Xpress or GCT express or local bus operates more than ten (10) minutes behind schedule, the Contractor shall report the occurrence to the respective client (GRTA or the County) immediately, and take all available steps to restore on-time performance. The Contractor shall establish procedures, subject to GRTA or the County’s review and approval, to review root causes and restore on-time performance in a timely and on-going consistent manner.

The Contractor must provide a reliable monitoring program to insure a high performance capability in achieving consistent on-time performance for each system. The Contractor will be responsible, through routine daily monitoring of transit services, for accumulating data and assembling reports that provide operational performance metrics. The monitoring will include counting and reporting GRTA Xpress and GCT express passenger boardings by trip; and may from time to time include fixed route local passenger counts by trip or block, run-time data, on-board ride-checks and analysis of schedule, route or service problems to assist in identifying equipment, schedule, or service level improvements.

The Contractor must provide a reliable monitoring program to insure a high performance capability in achieving consistent on-time performance for each system. The Contractor will be responsible, through routine daily monitoring of transit services, for accumulating data and assembling reports that provide operational performance metrics. The monitoring will include counting and reporting GRTA Xpress and GCT express passenger boardings by trip; and may from time to time include fixed route local passenger counts by trip or block, run-time data, on-board ride-checks and analysis of schedule, route or service problems to assist in identifying equipment, schedule, or service level improvements.

The Contractor shall be responsible for adjusting transit monitoring personnel levels and utilizing existing personnel with other permanent duties as needed to assist in insuring a consistent high quality of service. The monitoring plan and procedures are subject to GRTA and/or Gwinnett County approval.

A strong Supervision Component is required that provides adequate street supervision at all times buses are operating. The Contractor must implement a program that provides adequate geographic coverage throughout the transit system’s service area with assurances that there will be a prompt response to accident investigation or service incidents. Because of the geographic size of the service area, street supervision staffing must be evaluated carefully. GRTA and the County require an immediate response time to service incidents across the service area. Special emphasis must be given to supervisory presence at key downtown locations and MARTA stations, Gwinnett Transit Center, and park and ride lots. The Contractor shall immediately notify GRTA or the County of a service incident.

The Contractor is required to maintain records, and provide such records to GRTA and/or the County upon request, of the names of supervisors who worked on Xpress, GCT fixed route express and local service, and the number of hours worked, per day. On a daily basis, Xpress and fixed route express and local service supervisors shall do an on-time check of 10% of all trips. The Contractor shall develop a monitoring plan and procedures subject to GRTA and County approval. Time check reports shall be turned into the respective client on a daily basis.

The Contractor shall perform all scheduled services subject to GRTA and Gwinnett County’s operating standards for service performance. Service shall be provided as requested or according to any adjusted schedule established by GRTA or the County, including route modifications required as a result of a declared emergency. The Contractor shall not supply vehicle revenue hours when such hours are not scheduled, as GRTA and/or the County will not pay for such hours.

Operator reliefs are the responsibility of the Contractor and shall not disrupt the continuity of service. If a major disruption in service occurs, the Contractor shall notify the respective client (GRTA or Gwinnett County) immediately. If the Contractor should be unable to provide alternative service, GRTA or the County may then elect to secure the necessary services. Should GRTA or the County elect to secure such service from other sources, the Contractor shall be liable for all such costs incurred.
2.2.1 GRTA Xpress Service Hours and Buses

The GRTA Xpress routes operate Monday through Friday excluding designated holidays. Based on the current operations, three (3) GRTA Xpress routes (410, 412, and 418) are currently run through an inter-government agreement with Gwinnett County. Route 408 is under a direct service contract agreement with GCT’s current contractor Transdev and is run out of the GCT facility. GRTA Xpress Routes 400, 411, 413 and 416 are operated under a separate operating agreement with another service provider. The remaining 20 GRTA Xpress routes are currently operated through a management contract. All 28 routes listed in Attachment D will be operated under the terms of this agreement. There are 5 GRTA Xpress routes not covered under the term of this Contract which are operated through another intergovernmental agreement with Cobb County. GRTA Xpress service included in this RFP currently operates a daily service level of 551.5 revenue hours and utilizes 132 buses during the PM peak pullout. This is an annual service level of approximately 140,081 annual revenue hours assuming 254 weekdays per year. Refer to Attachment C for route hours and miles.

Note: GRTA is currently working on a Comprehensive Operation Analysis of the Xpress System. Upon completion of this analysis GRTA is expected to make operational scheduling modifications. These modifications are expected to be cost neutral and not increase or decrease revenue hours greater than 20%. These changes are expected to take effect spring 2016.

A total of 140 diesel MCI buses are available to provide the GRTA Xpress service. Refer to Attachment D, MCI buses (300-336, 4001-4038, 5000-5065)

2.2.1.2 GCT Express Service Hours and Buses

The GCT express routes operate Monday through Friday excluding designated holidays. Based on the current contractor run cut, the three (3) GCT express and one (1) GCT reverse commute routes (101, 102, 103, and 103A) are currently authorized at a daily service level of 92.54 revenue hours (revenue hours + billable deadhead hours) and utilize 25 express buses during the PM peak pullout. This is an annual service level of approximately 23,505 annual revenue hours assuming 254 weekdays per year. Refer to Attachment D for route hours and miles.

A total of 43 diesel MCI buses are available to provide the GCT express service. Refer to Attachment D, MCI buses 7001-7009 and 9001-9033, 9035).

2.2.1.3 Local Bus Service Hours and Buses

All GCT local routes operate Monday through Saturday, excluding designated holidays. Based on the current contractor run cut, the five (5) GCT local routes (10A-10B, 20, 30, 35, and 40) are currently authorized at a daily service level of 231.46 revenue hours on Monday-Friday and 172.63 revenue hours on Saturday and utilize 24 local buses during the PM peak pullout. This is an annual service level of approximately 67,768 annual revenue hours assuming 254 weekdays and 52 Saturdays per year. Refer to Attachment C for route hours and miles.

A total of 28 (18 40-ft and 10 30-ft) CNG Orion VI buses are available to provide the GCT local service. Refer to Attachment D. Between October 2009 and December 2011, Gwinnett County completed a mid-life overhaul of the 28 buses. The 28 local service buses are scheduled for replacement in 2016.

2.2.2 Paratransit Service

The Contractor shall operate complementary paratransit service in strict accordance with the Americans with Disabilities Act of 1990 (ADA). The Contractor shall be responsible for meeting all regulations as promulgated in DOT ADA regulations (49 CFR Part 37). The complementary paratransit service shall be operated in strict accordance with the established operating days and hours of the fixed route local bus service, or any revisions thereto.
The Contractor shall provide continuing paratransit and customer service training to all paratransit services personnel and provide training records to the County as requested. Compliance with ADA regulations and excellent customer relations skills are vital and required of all Contractor paratransit services personnel.

The Contractor shall provide complementary paratransit service to origins and destinations for the core service area within corridors with a width of three-fourths of a mile on each side of each fixed local route within Gwinnett County. In addition, the Contractor shall provide complementary paratransit service (1) to an expanded larger area outside the core service area along designated corridors with a width of three-fourths of a mile on each side of fixed local route segments previously operated by GCT, and shall provide such service for the core plus expanded complementary paratransit service area Monday through Saturday and (2) shall include the MARTA Doraville rail station as a stop for the complementary paratransit service to facilitate interagency transfers. To view the complementary paratransit service area: go to the GCT website at www.gctransit.com, then click on ‘Paratransit Information’ link, and then click on the ‘Paratransit Service Map’ link; the complementary paratransit service area is denoted on the map as “ADA Paratransit Buffer.”

The Contractor will use the County-provided (770) 822-5010 phone number for communications with paratransit customers including eligibility, reservations/scheduling, and operations functions. The Contractor will utilize the Georgia Relay Dial 7-1-1 service for customers who have difficulty using a standard phone (people who are deaf, hard of hearing, DeafBlind or speech disabled). The Contractor will be responsible for providing language assistance services for persons with limited English proficiency. The Contractor and its personnel, communicating with paratransit customers that require these services, shall be required to have a working knowledge of handling communications utilizing these services.

The Contractor shall provide sufficient staffing to ensure that the paratransit work flow and documentation is coordinated and maintained on a daily basis, including applications for paratransit service, reservations and scheduling, operations, supervision, and reporting.

The County shall pay for paratransit service on a revenue hour basis. A paratransit revenue hour is defined as the time the bus is in revenue service from passenger pick-up to passenger drop-off, excluding the following activities and no-pay items:

a. Fueling
b. Travel time to/from and during fueling.
c. Lunch or any type of a break, or anytime an operator is out of the vehicle unless he/she is assisting a passenger in revenue service.
d. Vehicle maintenance.
e. Deadhead – travel time to passenger pick up location or from passenger drop-off location, or leaving or returning to the transit facility.
f. Gaps between scheduled trips regardless of the length of the gap.
g. Breakdowns or accidents (except that the disabled vehicle shall be considered “in service” until all passengers have been transferred to a replacement vehicle, at which time the replacement vehicle will be considered “in service.” In the event of a breakdown or accident where there are no passengers on the bus, the disabled vehicle shall be considered “out of service” at the time of the breakdown or accident.

The County will not pay for cancellations or no shows.

The County will not pay additional revenue hours for early or late pickups to convenience a passenger’s request for an early or late pickup.

The County will not pay for any revenue hours in which a supervisor, manager and/or safety personnel drove the bus without approval by the County.
The actual number of trips and hours may vary over the term of the Contract. Past history data should be used as approximations. The actual service may increase or decrease over the term of the Contract, depending on the demand for service, the characteristics of the fixed route service, the County budget, and/or changes in the ADA law and DOT ADA regulations. As of November 2014, there are 573 individuals with GCT ADA paratransit certification of which approximately 373 individuals are active ADA paratransit passengers. Attachment C includes 2010-2014 annual paratransit service statistics and 2015 paratransit service statistics by month (year to date). The proposer should assume an annual service level of 18,000 revenue hours and 22,000 trips when preparing the cost proposal.

A total of 10 paratransit revenue vehicles (7 27-ft cutaway buses and 3 sedans for ambulatory customers) are available to provide the GCT paratransit service. Refer to Attachment D

2.2.2.1 Paratransit Eligibility

The Contractor shall employ qualified personnel to review all applications for certification or re-certification, and shall retain an independent subcontractor to make eligibility determinations, following the ADA requirements.

The Contractor is responsible for coordinating and carrying out the application and eligibility determination process for ADA paratransit eligible individuals for initial certifications and recertification every three years. The Contractor shall assist customers with the application process by responding appropriately to inquiries about paratransit service, sending out applications, receiving and reviewing applications for completeness in a timely manner, following up with applicants as necessary to complete forms, responding to individuals on the certification status, and maintaining an automated database on all certified ADA paratransit eligible individuals. The Contractor is responsible for all tasks and costs associated with the certification and/or re-certification process, and the mailing of all paratransit information materials.

The Contractor, as required by the ADA, will communicate certification decisions to customers within twenty-one (21) days of receipt of the completed application. **The Contractor will provide the County with monthly reports showing the status of all certification applications and the time required to determine and communicate their decisions to the applicant.**

Appeals of decisions will be directed to the County for response. The Contractor will provide the County with all necessary information to evaluate the appeal.

A hard copy file shall be developed and maintained on all paratransit applicants whether approved or denied, and a copy of all correspondence sent to the applicant by the Contractor shall be maintained in this file. The County shall have access to these files at all times. At no time shall paratransit files be inaccessible to County personnel.

The Contractor shall be responsible for all tasks and costs associated with the re-certification process. **The County reserves the right to modify the Contract to remove the certification/recertification function. The Proposer shall include in the Proposal the cost per revenue hour to certify or recertify applicants.**

The Contractor shall be responsible for issuing GCT Breeze ADA paratransit cards with picture identification for paratransit eligible individuals throughout the duration of the Contract. The GCT Breeze ADA paratransit cards will be issued according to current County procedures and in conformance with the ADA regulations. The County will provide the Breeze photographic/validating equipment and the Breeze card stock to the Contractor. The Contractor will be responsible for maintaining a photocopy of each card issued in the hard copy file of each paratransit eligible individual.

2.2.2.2 Paratransit Reservations and Scheduling

The Contractor shall be responsible for paratransit reservations and scheduling. The County operates advanced reservation (next day) service for paratransit trips. Paratransit passengers must call the day before a trip is required
to make a reservation. Reservations must be taken during normal business hours. The current hours and days for taking reservations are from 8:00 a.m. – 5:00 p.m. Sunday through Friday, even if a holiday is observed on those days. The County will not pay an additional charge if reservations must be taken on a holiday. These hours are subject to modification based on ADA regulations or changes in service hours or days. An answering machine or voicemail system shall be available for recording paratransit trip requests when the administrative and dispatch offices are closed.

Subscription or “standing order” trips are allowed for an individual requesting service for a minimum of three days per week with the same destination and time. The County reserves the right to change this policy in the future.

The Contractor shall provide the necessary reservation personnel to efficiently respond to incoming calls for reservations requests, trip revisions, general information, and complaints or commendations. Reservation personnel must be well versed in ADA law and regulations, and the County’s requirements for the provision of paratransit service. Calls cannot be placed on hold for more than two (2) minutes. Reservation personnel will maintain a daily log of all telephone requests received and include information on trip revisions and cancellations.

The Contractor shall provide an automated reservation, scheduling, dispatching, and reporting program for the provision of paratransit service. The current contractor provides Trapeze software on its server. Proposers shall utilize Trapeze or equivalent paratransit service software program on its server. If the Proposer proposes to use an equivalent software and not Trapeze, the Proposer shall provide justification documentation for the equivalent software including summary of the equivalent software’s features and a ‘pluses/minuses’ comparison of features to Trapeze.

The Contractor is responsible for scheduling all requests for service within one hour of the requested time. The Contractor must be capable of scheduling all requested trips per day and integrating the requests for service into efficient vehicle routes that maximize productivity, minimize the cost to the County, and assure quality service. The Contractor shall track and maintain records of trip denials for any reason including “out of the service area” trip requests.

All reservations must be recorded on a “Service Request Form”. The Service Request Form must be time/date stamped. The County will verify compliance with the one-hour requirement by comparing the time when service was requested against the time that service was delivered as reflected on the driver’s manifest.

Flexibility is required in the deployment of vehicles through the day. The Contractor shall be required to schedule passenger trips and deploy vehicles to provide service to meet service demand in the most efficient and cost-effective manner while meeting ADA requirements. Where necessary, the Contractor must be prepared to employ shifts to provide more service during peak service hours and/or be prepared to deploy a vehicle to handle a small number of trips, or just one trip.

The Contractor is responsible for verifying that users of the paratransit system are eligible for the service. Verification should include, but is not limited to, obtaining the client paratransit identification card number at the time of the request for service and checking the passenger’s picture paratransit identification card upon picking up the passenger.

### 2.2.2.3 Paratransit Operations

A paratransit dispatcher is required to be on duty in the paratransit dispatch office at all times while buses are in service. The dispatcher will be required to monitor and respond to radio and CAD/AVL communications throughout operating hours and communicate with drivers, supervisors and maintenance personnel regarding operations, service, safety, and customer service issues. **Detailed logs must be kept on ALL original communications.**
The Contractor is responsible for meeting ADA requirements relative to the delivery of service, including picking up trips within the 30-minute window. The Contractor shall notify the customer in the event of an unavoidable delay.

A strong **Supervision Component** is required for the paratransit program that provides adequate street supervision at all times paratransit vehicles are operating. This must include ensuring that ADA requirements are being followed in the paratransit service delivery and that data related to fares, mileage, trips, and revenue hours are being reported accurately. Subject to County approval, the Contractor shall develop a supervisory/monitoring plan and procedures prior to first day of contract service operations. At minimum, the Contractor shall be required to provide 1) the names of the supervisors who worked exclusively for paratransit service and the number of hours worked per day; the information shall be documented daily and available to the County on request and 2) on a daily basis, paratransit supervisors shall do an on-time check of 10% of all trips at the physical location of the pickup or drop-off location of daily trips scheduled. Same day cancellations and no-shows cannot be included in the 10%; time check reports shall be documented daily and available to the County on request.

Drivers shall have available at all time during the operation of any bus an accurate time piece set each day to conform to the CAD/AVL system clock, and a flashlight for pre-trip and post-trip inspection.

Drivers must fill out a pre-trip and post-trip vehicle inspection as outlined in the Contractor’s Operating Rules and Procedures, and State of Georgia DOT requirements.

Drivers will verify cash fares and paper tickets deposited in the fare box as well as Breeze Card transactions; drivers are not permitted to handle fares. If a passenger is unable to deposit their fare in the farebox due to a disability, the driver may assist the passenger.

The Contractor shall maintain the security of the fareboxes on the buses and the associated revenue collection system. Drivers will immediately report to dispatch all problems arising with the farebox or Breeze equipment. The Contractor is to immediately take actions to fix the farebox or Breeze equipment problem, either by providing verbal directions to drivers, dispatching a supervisor or contacting maintenance personnel to replace the vehicle.

Drivers will record revenue counts by passenger on the driver’s manifest. The fare collected is to be totaled by the driver at the end of each tour. Drivers will also record on the manifest all critical times and mileage necessary to document:

1. Number of Trips,
2. Revenue Hours and Revenue Mileage – First pickup to last drop off, excluding activities and no-pay items listed above in Section 2.2.2, and
3. Service Operation – Sign in, depart yard, arrive/depart each pickup, arrival back at yard, and sign out.

Drivers will be required to operate the lift and assist in securing wheelchair and other mobility devices. Drivers must assure that all passengers, in wheelchairs or other mobility devices, are secured by seat belts and wheelchair restraining systems.

Drivers must wait five (5) minutes at the trip origin location AFTER the appointed pick up time, or five (5) minutes upon arrival if arriving after the scheduled pick up time, before a passenger can be considered a no-show and the driver departs the location. Drivers must communicate immediately with Dispatch in all cases where a passenger is a no-show. Dispatch must approve the driver to no-show the passenger and place the information on the dispatch log. The Contractor shall administer the current GCT “No Show” Policy process in handling violations, suspension, appeal, and reinstatement.

When requested by the County, drivers will distribute notices to passengers or otherwise render assistance in the County’s customer relations, promotion, monitoring, and supervisory functions.
All reports produced for paratransit service and forwarded to the County must be produced through the Contractor’s computerized automated paratransit software, Trapeze or equivalent. No handwritten reports will be accepted. Custom reports are required and the information on the reports must be linked from scheduling software. The paratransit service software used by the Contractor shall be capable of producing daily reports for driver’s manifests and follow-up reporting of daily service delivery including number of total trips, number of revenue hours operated, number of missed trips, number of trips outside the thirty (30) minute window, and number of cancellations and no-shows.

2.2.3 Special Event Service

In addition to regular service operations, the Contractor may from time to time, upon receiving specific written authorization from GRTA or the County, provide special transportation services. The rate for special event service shall be paid from the start of scheduled revenue service to the end of schedule revenue service, excluding deadhead.

No minimum hours are guaranteed for special events. Special events may be scheduled on any day of the week and at any hour. These special events could include transport of government officials, emergency preparedness planning and operations, responding to immediate emergencies, et cetera. It is GRTA and Gwinnett County’s policy that none of its transit revenue vehicles shall be used for any charter services.

GRTA and the County special event service is very limited – in calendar year 2013, special event service hours provided was less than 32 hours for the County and less than 42 hours for GRTA. All special event service is determined by GRTA and the County.

Passenger fares for special events are the property of the County, and are to be accounted for and deposited using the same procedures followed for the regular operations on the fixed route service.

2.2.4 Rodeos and Other Transit Industry Events

GRTA and Gwinnett County encourages the Contractor to participate in transit “rodeos” and other industry events as a means of encouraging quality service and a spirit of enthusiasm, professionalism, and cooperation. GRTA Xpress and County vehicles may be utilized for transit rodeos upon permission by GRTA or the County for their respective vehicles. GRTA nor the County will be responsible for any of the wages or other additional operating expenses related to participation in a transit rodeo.

2.3 OPERATIONS AND MAINTENANCE FACILITY

The Contractor shall provide an operations and maintenance facility for the operation and maintenance of its assigned GCT and GRTA vehicles as specified by GRTA and the County. GRTA currently leases 2 (two) facilities on the south-side of Atlanta while the new Operations and Maintenance facility for Xpress service is being constructed. Upon completion of construction and site availability for move in GRTA will terminate the use of both lease facilities used for Maintenance and Operations and utilize the one new facility. The new facility will be made available to the Contractor for its use in operating GRTA Xpress service. In addition the Contractor shall be responsible for the provision of an operating base in the Northeast area. The location of that facility or facilities shall be appropriate for the provision of GCT and GRTA services that operate in the Northeast area.

The Contractor is responsible for all utilities and maintenance costs for the facilities to include the general maintenance. The Contractor will maintain all facilities in a clean and orderly condition at all times during the Contract. Routine maintenance and repair of its facility will be at the Contractor’s expense. Facility maintenance shall be performed at levels sufficient to meet all safety and environmental requirements and ensure proper provision of transit service and care for the assigned transit vehicles and other GRTA and County property.

In addition, the Contractor will be responsible for the upkeep of the grounds surrounding each facility including the area around fueling stations, bus and paratransit yard (including vehicle wash area), employee/visitor parking areas,
security fencing, and signage. The Contractor’s upkeep will include weed control, pest control, and mowing grass. As seasonally required, the Contractor will remove snow and ice from the parking area and walkways/stairs, and apply sand and/or salt as appropriate for pedestrian and vehicular safety.

The Contractor also is responsible for installation and maintenance of interior and exterior lighting and security cameras for the facility or facilities in the Northeast Corridor. The Contractor will remove all oil leak and other fluid stains from concrete and asphalt surfaces in and outside the building for all facilities.

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

The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by

The Contractor will ensure the following functions are housed at the GCT/GRTA facility in the Northeast area:

- Fixed Route Express and Local Dispatch
- Fixed Route Express and Local Operations
- Paratransit Dispatch
- Paratransit Operations
- Driver Break Room
- Safety and Training
- Maintenance area sufficient to serve GCT service and GRTA Xpress service operating in the Northeast
- Parts and Equipment Storage
- Vehicle Fueling
- Vehicle Servicing and Cleaning
- Bus Washer
- Farebox Probing, Vault, and Revenue Counting
- Contractor Management and Administration

Operations and maintenance facilities for GRTA Xpress transit service:

GRTA currently has 2 leased facilities on the south side of Atlanta. The main leased facility is located at 316 Cash Memorial Blvd. Forest Park, GA 30297. The main facility is used for parking, fueling, washing, maintenance and operating GRTA vehicles. The second facility is located at 4460 Moreland Ave. Conley, GA 30288 and is considered a “satellite” location. The main purpose of the second facility is to park additional vehicles. Vehicles located at the second facility are currently fueled by mobile trucks. Vehicles at both facilities currently have exterior cleaning conducted by mobile trucks only. Construction is currently underway for a new operations and maintenance facility on the southside of Atlanta located at 5250 Frontage Road. Forest Park, GA 30297. Once the new facility (South Ops) is built operations and maintenance from both leased facilities will merge into the one (1) new operations and maintenance facility. GRTA will lease the new maintenance facility to the selected Contractor for a cost of $1 annually. GRTA expects the new facility to be completed and ready for occupancy by Summer 2016.

Proposers have two options for the provision of an operations and maintenance facility for Gwinnett County service and GRTA Xpress service operating from the North:

Option 1: Purchase or lease current contractor O&M facility:
By agreement with the County, the current contractor leased property and made leasehold improvements to establish its operations and maintenance facility at 2880 Remington Park Court, Norcross, GA 30071, and set up a lease back arrangement to recover the full investment. The facility includes the yards for bus storage which currently accommodates 102 revenue vehicles, employee parking, operations and maintenance building, security fencing around the perimeter of the parking area, security cameras, enclosed bus wash, and CNG fast-fill and diesel fueling facility using County-owned 2-unit CNG compressor system. Any equipment purchased by the current contractor under this agreement becomes the property of the County upon full depreciation or upon the purchase by the County of the un-depreciated balance. By agreement, upon expiration of the service provider contract or in any event upon termination by either party, the County shall pay the current contractor for any remaining un-depreciated balance, and the current contractor shall at the County’s request assign its lease for the facility over to the County, and the County can subsequently reassign the lease to another service contractor.

The Contractor will agree to the same requirements and provisions as described above if the current contractor facility option is chosen and made part of the Contract.

The current contractor estimates the CY 2015 lease expense at 2880 Remington Park Court, Norcross, GA 30071 to be approximately $263,500 for three leases covering the building and main yard, additional parking area for local buses, and parking area for employees.

NOTE: This option will require the Contractor to acquire an additional parking area that can accommodate a minimum of 28 GRTA Xpress MCI 45-foot vehicles to be operated for the GRTA Xpress service. The selected Contractor will ensure the additional parking facility for the GRTA Xpress vehicles is secure and provides adequate fencing, lighting, and controlled access entry.

Option 2: Provide O&M facility on new site:
The facility yard must be sufficient to store and safely maneuver the daily yard movements including 2 daily pullouts of express coaches. The current GCT fleet consists of 43 45-ft MCI coaches, 22 40-ft urban buses, 10 30-ft urban buses, 7 27-ft paratransit vehicles, and 3 paratransit sedans. The proposer should anticipate space for 5 - 9 additional 40-ft urban buses and 4 27-ft paratransit vehicles within the duration of this Contract. GRTA Xpress fleet consists of 44 45-ft MCI coaches. The proposer should anticipate space for 5-7 additional 45-foot MCI coaches within the duration of this Contract. The proposer shall provide employee and visitor parking as well as sufficient space for the Contractor’s servicing/supervisory vehicles and vendor/supplier vehicles.

The Contractor will provide additional building security including hardened vault area, controlled access, security fencing around the parking area for revenue and non-revenue vehicles and cameras to ensure the revenue protection.

The Contractor shall provide a facility with the ability to perform routine preventive and corrective maintenance for the fleet size described above for GCT and GRTA Xpress vehicles. The facility shall be able to accommodate maintenance on vehicles up to the size of 45-ft MCI coaches. The Contractor shall design and install equipment in any enclosed maintenance, cleaning, and service areas to handle CNG vehicles (GCT).

The Contractor will be responsible for the removal, transfer, and reinstallation of the Gwinnett County-owned CNG fueling facility equipment, including CNG and diesel dispensers to its operations and maintenance facility. The Contractor will be responsible for construction of pads, fuel islands, and canopies; construction and supply of all electrical and mechanical connections; and construction and supply of all fuel lines. A key element related to cost will be to select a site with close access to 100 psi input gas pressure.

The Contractor will be responsible for the costs to move and reinstall all applicable GRTA or Gwinnett County-owned equipment such as, but not limited to, GFI and Breeze fare collection equipment, CAD/AVL and computer equipment, shop equipment, and main security entrance gate.
The Contractor will address all applicable federal, State, and local environmental laws, ordinances, and permitting requirements in the development of its operations and maintenance facilities.

Each firm shall submit an offer document regarding staffing levels. This document should include the number and title of key personnel, supervisory and administrative staff to be based at each facility. Specific requirements for elements of the total operation may be shared between the facilities, e.g. classroom operator training, payroll, street supervision, storage etc. However, shared functions must be approved by GRTA and the County prior to start-up. For all other day-to-day revenue operational and maintenance requirements, each facility must be autonomous.

2.4 FUEL

The Contractor shall provide fuel for all 76 currently assigned GCT transit revenue vehicles. The GCT revenue vehicle fleet currently consists of 50 diesel-powered vehicles fueled with ultra low sulfur diesel fuel, 23 compressed natural gas-powered vehicles, and 3 gasoline-powered vehicles. The Contractor shall provide fuel for all 140 currently assigned GRTA Xpress transit revenue vehicles. This fleet consists of all diesel-powered vehicles fueled with ultra low sulfur diesel fuel. The Contractor will a) purchase natural gas for the County-owned compressed natural gas (CNG) fueling facility which consists of compressors, storage, and fast-fill dispensers, b) purchase diesel fuel and provide fuel storage sufficient to fuel the assigned diesel revenue vehicles on a daily basis, and c) purchase gasoline. The Contractor will provide diesel and CNG fueling on-site at the Contractor’s operations and maintenance facilities, and shall have the option for off-site fueling for the gasoline-powered vehicles.

During the term of this Contract while GRTA Xpress service is operated out of the two (2) leased facilities on the south-side of Atlanta, the Contractor will have to utilize mobile fueling services for the fleet. After the move into the new Operating and Maintenance facility there will be an underground fuel tank on site with a 20,000 gallon storage capacity.

The Contractor shall ensure that all assigned vehicles are fueled each day after revenue service. The Contractor shall maintain mileage and fuel dispensed records for each vehicle fueled and shall include those items in the permanent vehicle record on a daily basis. Prior to Contract start-up, GRTA and the County will outline all operating, administrative and accounting procedures that the selected Contractor must follow related to vehicle fueling.

The Contractor shall pay for the fuel used for Contractor support vehicles, i.e. supervisor vehicles and maintenance service vehicles (including the 8 non-revenue vehicles provided by GRTA).

The Contractor shall actively seek to procure fuel at the lowest possible market, delivery and other costs throughout the duration of the Contract. The Contractor shall apply for the rebate on federal excise taxes on natural gas, and any future tax rebates, etc., throughout the duration of the Contract; revenues from these rebates are the property of GRTA and the County, and are to be accounted for and transmitted to GRTA and the County.

The Contractor shall include the consumed fuel expenses for assigned revenue vehicles as part of the normal monthly invoicing for service to GRTA and the County. The fuel expense portion of the invoicing shall provide the number of gallons dispensed, average monthly unit price and fuel expense, broken out by service type (GCT system) and fuel type. In addition, the Contractor shall account for and invoice fuel consumption and costs for the GRTA Xpress service separately from the GCT express route service. Note that the Contractor will require the cash flow capacity to maintain adequate fuel supply inventories and/or meet fuel vendor payment schedules ahead of the actual fuel consumption, monthly invoicing and subsequent reimbursement by GRTA and the County for each respective service.
GRTA and the County reserve the right at any time during the Contract term to begin directly purchasing fuel for use by the Contractor for the provision of the contracted transit service. If GRTA or the County directly purchases fuel for use by the Contractor, it shall make prior arrangements with the Contractor for delivery of the fuel to the Contractor’s fuel storage facilities.

2.5 VEHICLES

2.5.1 Revenue Vehicles

The County will provide all revenue vehicles necessary for GCT transit service of Fixed route express, local bus and paratransit services at the outset of this Contract. The County reserves the right to add or delete vehicles as required during the course of this Contract. Attachment D lists the 76 revenue vehicles currently in the fleet.

The Contractor shall give the County a six (6) month written notice of the need for additional paratransit vehicles. The Contractor shall justify the reason(s) for needing the additional vehicles.

GRTA will provide all revenue vehicles necessary for the operation of GRTA Xpress service. GRTA reserves the right to add or delete vehicles as required during the course of this Contract. Attachment D lists the 140 revenue vehicles currently in the fleet. Vehicles are assigned to a specific garage (i.e. Northeast or South) and have specific programming for update through GFI at those locations. The Contractor cannot reassign vehicles between garages without the consent of GRTA IT.

2.5.2 Vehicle Defect Report

The Contractor shall maintain records regarding any vehicle defect that occurs. Vehicle defect cards shall be made available to drivers on all revenue vehicles operated under the Contract. A vehicle defect report shall be completed daily on each vehicle prior to service and after service and filed chronologically by vehicle number. The vehicle defect reports shall be kept on file for the duration of the Contract term and copies of all defect reports shall be turned over to the County upon termination of the Contract. The Contractor shall submit a summarized vehicle defect report to the County by the fifth (5th) day of each month. The report shall be in a form mutually agreed to by both parties.

2.5.3 Service/Support Vehicles

The Contractor must provide all other vehicles, such as those needed for supervisors, driver relief, and maintenance. The Contractor may not use revenue vehicles for support functions without the express consent of GRTA or the County’s Transit Division Director -- such consent ordinarily will be given only in emergencies. The Contractor will furnish and maintain all necessary support vehicles in order to ensure field supervision mobility, bus driver relief capability, road call maintenance, and vehicle towing throughout the service area. Towing and road call services may be handled by contractual agreements or “in-house”, at the Contractor’s discretion. It shall be the Contractor’s responsibility to make these arrangements.

GRTA Xpress will provide 8 non-revenue vehicles for use in the Xpress system. Attachment D lists the 8 support vehicles. The vehicles are to be used by the Contractor until the end of their useful life. The Contractor is responsible for ensuring routine preventive maintenance is consistently performed on all non-revenue vehicles provided and is completed according to manufacturer recommended guidelines. All non-revenue or support vehicles must be white in color and include the Contractor’s name and Xpress decaling on the vehicle. At the end of these support vehicles useful life the Contractor is responsible for obtaining replacement vehicles.
The Contractor shall procure and install in all of its service/support vehicles communications devices that will allow for timely and efficient dispatch, coordination, and response to necessary service/incident calls. In addition, hand-held mobile units shall be provided for all field supervisors and other personnel as needed at the Contractor’s expense to provide communication with dispatch and customer service in regard to on-time performance and other daily operational issues.

2.6 SERVICE CHANGES

GRTA and Gwinnett County 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. GRTA or the County shall have the option to add or delete from the given schedule or to re-deploy service to other areas based on demand or changes in service productivity. The Contractor will provide service subject to route changes, additions and deletions during the term of this Contract.

2.6.1 Modifications

Route and schedule modifications may be required from time to time. Contractor shall provide field supervisory personnel at strategic locations whenever emergencies or other non-recurring events affecting normal service take place.

(a) Minor Route and/or Schedule Changes – While GRTA or the County will, in most cases, provide at least a one week notice, as little as 24-hour notice may be given to respond to minor adjustments. Such changes will not require a rebidding of the bus driver work runs by the Contractor, though they may occasionally “unhook” two pieces of work. Such changes typically will constitute not more than two percent (2%) 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 memorandum.

(b) Major Route and/or Schedule Changes – Major route changes are those that exceed 25 percent of the current revenue hours provided and cause the Contractor to rebid the bus driver work runs. Except for emergencies, GRTA or the County will make every effort to implement major service changes on a predictable schedule in coordination with the Contractor’s periodic bus driver work run bids. Major changes will be given in writing by GRTA or the County.

(c) Other Route and Service Modifications – Modifications caused by non-recurring events (such as freeway accidents, inclement weather) are the responsibility of the Contractor. Route and service modifications necessitated by recurring events (such as street closure) are also the responsibility of the Contractor, but must be approved by GRTA or the County. In case of an emergency, the Contractor shall respond to modifications to service immediately.

(d) State, Regional or County-wide Emergencies – Upon the declaration of an emergency (by the Governor of Georgia or the Chairman of the Gwinnett Board of Commissioners, for example), the Contractor may become responsible for a number of transportation-related activities, including the implementation of emergency travel routes and coordination with other agencies supplying common carrier services. In the event of a declared emergency, the Contractor shall deploy vehicles in a manner described by the Gwinnett County Department of Transportation as part of any transportation emergency operations plan.

(e) Revenue Vehicle Breakdown – The Contractor shall dispatch a spare revenue vehicle in the event of a revenue vehicle breakdown. GRTA or the County each reserves the right to establish additional criteria regarding reliability of response in the event of breakdowns.

(f) Service Continuity Plan – The Contractor shall provide a Service Continuity Plan designed to maintain service at its normal levels. The Contractor is expected to take any necessary action to prevent or minimize inconvenience experienced by our passengers and make an effort to ensure their safety and comfort. In the event of a service
disruption or delay that would prevent a driver from making all scheduled pick-ups or completing the trip on time, the Contractor is expected to respond to the event/incident with the Service Continuity Plan. Actions found within a Service Continuity Plan might include “bumping up” driver trip assignments and/or dispatching replacement vehicles to cover late or “missed” trips in order to alleviate potential overcrowding, which would otherwise result on trips scheduled to follow a missed trip. It may also include dispatching replacement equipment from a staging area to reduce the time that passengers would otherwise spend waiting for the next trip. In the event of a disabled vehicle, a Service Continuity Plan might involve diverting other buses to pick up transferring passengers. Service disruptions or delays could include an accident, mechanical failure, severe traffic back-up, detour or road closing, a driver’s failure to either report on time or perform the assigned run.

2.7 VEHICLE MAINTENANCE

The Contractor shall perform the duties and accept the responsibilities set forth below in connection with the maintenance of the assigned GRTA and County transit revenue vehicle fleet. The County will only approve a Vehicle Maintenance Program that meets or exceeds the Original Equipment Manufacturer (OEM) recommendations.

2.7.1 General Terms

The Contractor shall be responsible for the maintenance of all vehicles and vehicle-related equipment, furnishings, and accessories required in connection with the operation of both Xpress and GCT transit system. Such items shall be in a clean, safe, sound, and operable condition at all times and in full accordance with any manufacturer recommended maintenance procedures and specifications. In addition, items shall be maintained in compliance with all applicable requirements of federal, State, and local statutes or regulations.

All repairs to the assigned GRTA and Gwinnett County transit revenue vehicle fleet and vehicle-related equipment, furnishings, and accessories shall be performed by the selected Contractor or other approved vendors. GRTA and GCT shall approve all vendors prior to any work being performed on any GRTA or GCT vehicles. Repairs shall include, but not be limited to, work to correct loss or damage; adjustments due to normal wear and tear; and overhaul, rebuilding or replacement of components. Repair work shall be conducted as soon as practicable upon learning that such work is required. The Contractor shall perform repair work expeditiously in response to identification of problems by drivers or other staff members. The selected Contractor shall assure GRTA and the County that required repairs shall not be deferred beyond a reasonable time.

GRTA is currently working to develop a Transit Asset Management Plan. This plan includes a vehicle rehabilitation program. GRTA is looking to maximize fleet reliability and service quality, minimize the maintenance costs and extend vehicle service life to age 16. This plan calls for a comprehensive, mid life rehab at age 8 and refresh rehabilitations at ages 4 and 12. GRTA plans to start the rehab during calendar year 2016.

The Maintenance Manager shall implement a proactive Quality Assurance Plan, subject to approval by GRTA and the County, to verify the quality of work performed.

The Contractor shall provide all labor, repairs, parts, supplies, lubricants, solvents, and all other components, services, tools and equipment which may be required to fulfill its maintenance responsibilities at the Contractor’s cost and expense.

In the event that GRTA or the County provides the Contractor with additional vehicles at future times, the Contractor shall acknowledge receipt of such additional items upon their delivery to and acceptance by the Contractor. In the event additional vehicles are provided, acceptance of said vehicles shall be in accordance with the “Turn-Over” procedures found in Section 4 below.

GRTA and the County are responsible for the initial and periodic painting and replacement of decals found on their respective revenue vehicles as is determined to be necessary by GRTA or the County. GRTA or the County may
either contract with the selected Contractor to have such work executed or may contract with a third party to have such work executed.

Upon termination of the Contract, the Contractor shall return all GRTA and County equipment to GRTA and the County ready for use, with no deferred maintenance or damage. The specific procedures to be followed for this turnover are outlined in Section 4 of this RFP.

The Contractor must provide qualified, trained maintenance personnel; an acceptable transit maintenance facility; and institute a vehicle maintenance program with minimum requirements as indicated below. Failure to adhere to the vehicle maintenance and cleaning program requirements set forth in the Scope of Work/Services may result in Liquidated Damages or other contractual remedies, up to and including termination.

### 2.7.2 Maintenance Records

The Contractor shall prepare, maintain, and make available to GRTA and the County (or its designee), all records and data relative to the maintenance of the assigned GRTA and County transit revenue vehicle fleet and vehicle-related equipment, furnishings, and accessories. The fleet maintenance system shall be automated and shall be part of the Contractor’s Computerized Maintenance Management System (CMMS) and electronic reporting system. The Contractor shall maintain an individual electronic vehicle history file for each revenue vehicle to include by date of action 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 information deemed pertinent by the Contractor and GRTA or the County. Paper and electronic versions of these files shall be organized by vehicle number. The Contractor is responsible for keeping the vehicle file current throughout the term of the Contract and shall make available complete copies of all vehicle files to GRTA and the County at the end of the Contract. Electronic files shall be provided in an Excel CSV “flat” file format for upload into GRTA and the County’s CMMS.

GRTA or the County or its agent/representative shall have immediate access to all vehicle maintenance records during planned or unannounced visits or inspections of the vehicle operations and maintenance facility for the duration of the Contract. All such records shall be prepared and maintained in such a manner so as to fulfill all applicable State and/or federal requirements ([49 U.S.C. Section 5326 / MAP-21 Section 20019](#)). These records shall be used by GRTA or the County to enable it to accurately evaluate the Contractor’s maintenance performance.

The Contractor shall prepare and maintain maintenance records in a form approved by GRTA and the County. Such records shall include, but not be limited to, the following:

- Daily vehicle condition reports (DVCRs). The Contractor’s Maintenance Department will review, coordinate follow-up action and sign-off completed repairs and file DVCRs which are filled out by drivers.
- Work orders for all preventative maintenance inspections, warranty repairs and other vehicle repairs including trouble reported and trouble found codes, all materials, parts and labor consumed including cost.
- Major and minor failure reports which are numbered, and identify the date, time, vehicle number, route number if in service, problem and mileage on vehicle.
- Maintenance records for each vehicle which provides the following information at a minimum:
  - Make, model and model year
  - Vehicle Identification Number (VIN) and GRTA or County fleet number
  - GRTA or County Property ID number and serial number of installed County-owned equipment (if the component is serialized). This includes, but is not limited to, fare collection equipment components, communications equipment and other items as required.
  - License number
  - Date vehicle was received
  - In-service date with the Contractor
Life miles
Rebuilds and major component replacements, including date and life miles at time of replacement/rebuild.
Removal and replacement parts, labor, and all other costs shall be entered into the system.
All vehicle repairs (corrective maintenance), with work orders that support the repair, parts cost, and labor cost. Work orders must be signed by the technician performing the repair, whether the technician is in-house or a third party contractor.
All preventative maintenance actions with work orders that support the repair, parts cost, and labor cost. Work orders must be signed by the technician performing the repair, whether the technician is in-house or a third party contractor.
Warranty repairs, specifying the nature of the warranty repair (parts, parts and labor, labor only, cash payment).
Preventive maintenance inspection (PMI) reports
Daily “vehicle condition” reports
Tire data
Oil and transmission fluid analysis records for the designated intervals, by engine or transmission serial number, by vehicle number, with life to date miles at the time of the sample.
Fuel usage
Mileage
Failures/Road call information

All data required to support the State of Good Repair (SGR) database to ensure compliance with MAP-21 requirements including but not limited to date, bus, subsystem, failure code (type of failure, specific components replaced), type of maintenance (PM/CM), etc.

The Contractor shall maintain the Preventive Maintenance Inspection reports and the oil and fluid analysis records as a permanent entry into the vehicle history. The Contractor shall maintain the Daily Vehicle Condition Reports (DVCRs) for a minimum of two (2) years, unless they are in electronic format. If they are kept electronically, they shall become a permanent part of the vehicle history. If manually produced, certain DVCRs may be required to be maintained for more than two years, with notice given by GRTA or the County, or at the Contractor’s discretion, pending incident resolution or litigation.

The proposer shall submit with its proposal a complete description of its proposed CMMS along with samples of the reporting capabilities of the system. The selected Contractor shall ensure that the system data and reports are in formats that can be accessed and read by GRTA and the County or its designee at any time utilizing standard MS Office Excel software.

2.7.3 Warranty Policy and Procedure

The proposer shall submit with its proposal a complete and comprehensive Warranty Recovery Program. The selected Contractor’s maintenance personnel and/or subcontractors shall have knowledge of all necessary warranty reimbursement issues to ensure GRTA and the County recovers all funds available.

The selected Contractor shall be responsible for filing warranty claims utilizing where available the manufacturers’ on-line warranty claims system. The Contractor shall also be responsible for tagging and shipping warranty parts to such locations as the manufacturer may designate. At the end of each month, the selected Contractor shall prepare a report, to be delivered to the County not later than the fifth (5th) day of the following month that contains the following information:

- Number of warranty claims submitted
- Number of warranty claims approved
- Total cash payments received
- Total parts (in kind) dollar amount for parts replaced under warranty
- Total labor dollars received for warranty claims
• Total labor claimed for in house warranty repairs
• Total parts cost for parts provided for in-house warranty repairs

2.7.4 Preventive Maintenance Program

An effective Preventive Maintenance Program is essential to the performance of this Contract. The assigned transit revenue vehicles in service 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. If a regulatory agency revokes the permits to operate the vehicles in this service as a result of unsatisfactory inspection ratings, the vehicles shall not operate and liquidated damages will be applied.

At a minimum, the Contractor shall maintain the assigned transit revenue vehicles and installed equipment, including accessibility features, in conformity with the preventive/scheduled maintenance requirements of the original equipment manufacturer. Only original equipment manufacturer (OEM) parts and supplies or equals shall be used. The Contractor shall ensure that all reassembly tasks performed will return the vehicle to the OEM configuration. This includes, but is not limited to, the wiring configuration and clamping, power train components, and body assembly. No variation or vehicle system modifications will be allowed without written authorization from GRTA or the County.

The Contractor shall develop and submit a proactive Preventive Maintenance Program for review during the bid process. At a minimum, the Preventive Maintenance Program shall adhere to the preventive maintenance schedules and standards of the industry and manufacturer and shall be sufficient so as not to invalidate or lessen warranty coverage of any assigned transit revenue vehicle. The selected Contractor will propose a Preventive Maintenance Program, including levels of inspections, intervals, and the type of inspections and or components service at each interval. The Preventive Maintenance Program at a minimum shall include/address safety equipment, fire suppression system, engine/transmission, fuel tanks and related valve/vent systems, air systems, cooling systems, electrical systems, hydraulic systems, charge air cooler systems, steering, brake, suspension, axles, HVAC systems, wheelchair lifts, ramps and bus kneeling features, destination signs, lighting (interior and exterior), seating, and body damage. When two service categories are provided by the manufacturer, such as “normal service” and “severe service”, the severe service category guidelines will be used in establishing the Preventive Maintenance Program by the Contractor. All preventive/scheduled maintenance (including, but not limited to, vehicle PM inspections, brake inspections, interior cleans, upholster shampoos, climate control inspections) is monitored by GRTA and County staff.

The Contractor shall not defer maintenance on vehicles requiring repair until a preventive maintenance inspection. All items identified as requiring repair during normal operations shall be repaired in a prompt and efficient manner. The Contractor shall not place into service vehicles with identified safety defects or vehicles that have not had items identified during the preventive maintenance inspection repaired. Adherence to preventive maintenance inspection (PMI) schedules shall not be regarded as reasonable cause for deferred maintenance in specific instances where the selected Contractor’s employees observe that maintenance is needed in advance of said PMI schedule.

The Contractor shall not defer maintenance for reasons of shortage of maintenance staff or operable vehicles, nor shall service be curtailed for the purpose of performing maintenance without prior written consent of GRTA or the County. The PMIs and running repairs shall receive first priority in the use of the Contractor’s maintenance resources. The Contractor shall adjust the work schedules of its employees as necessary to meet all scheduled services and complete preventive maintenance activities according to the schedule approved by GRTA and the County. The Contractor shall retain additional personnel or the services of outside firms, if necessary, to meet GRTA and the County’s maintenance requirements.

All Contract vehicles will have a valid vehicle registration and permanent license plates provided by GRTA and the County. All revenue and non-revenue vehicles must carry proof of insurance in addition to the current registration.
2.7.4.1 Late or Missed Preventive Maintenance Inspections

The Contractor shall maintain stated intervals between inspections and between “LIKE” inspections. Should the selected Contractor’s PMI schedule consist of a 3,000 mile (3k) inspection, 6k inspection, 9k inspection, 12k inspection, 15k inspection, 18k inspection, 21k inspection and a 24k inspection; distance between one 6k and the next consecutive 6k constitutes the distance between “LIKE” inspections.

Any PMI inspection completed more than ten percent (10%) past its PMI mileage interval is considered “LATE.” Any PMI inspection completed more than ten percent (10%) past its “LIKE” PMI mileage interval is considered “LATE.” PMIs are scheduled every 6000 miles. This means that the PMI must be completed between 5400 and 6600 miles to be considered “on time.”

Any PMI inspection completed more than fifteen percent (15%) past its PMI mileage interval is considered “MISSED.” Any PMI inspection completed more than fifteen percent (15%) past its “LIKE” PMI mileage interval is considered “MISSED.”

The Contractor shall report any “LATE” or “MISSED” PMIs in the monthly report along with detailed explanation as to why the PMI was either “LATE” or “MISSED” and a corrective action plan. Any “LATE” or “MISSED” PMIs shall result in the application of Liquidated Damage as specified in the Contract.

2.7.5 Mechanical Maintenance Program

The Contractor shall be responsible for the safe and efficient maintenance of all assigned transit revenue vehicles and installed on-board equipment, less the Breeze fare collection equipment described below, required in connection with its operation of GRTA and the County’s transit service in a clean, safe, sound, and operable condition at all times, and fully in accord with any OEM Specifications and Requirements, in strict conformity to the selected Contractor’s approved Preventive Maintenance Program, and applicable requirements of any federal, State, or local statute or requirement.

The Contractor’s duty and responsibility to maintain all vehicles and equipment shall not be delegated to any other person, firm or corporation. The Contractor may sub-contract work, but final responsibility for the vehicle appearance and condition remains solely that of the Contractor.

All parts, materials, tires, lubricants, fluids, oils and procedures used by the Contractor on all assigned transit revenue vehicles and installed on-board equipment shall meet or exceed OEM Specifications and requirements. All parts installed on all assigned transit revenue vehicles and equipment shall become property of the County.

The Contractor, at its sole cost and expense, shall provide all:

- Labor
- Repairs
- Parts and Supplies
- Maintenance tools and equipment (in addition to tools and equipment provided by GRTA and the County)
- Diagnostic Equipment
- Lubricants
- Maintenance
- Cleaning
- Major components
- Component rebuilding and replacement
- Such other components, facilities, and services which may be required to fulfill its maintenance responsibilities pursuant to the Contract (in addition to those provided by GRTA or the County)
• Computer Software for tracking maintenance activities (Note: this will be a negotiable item in the contract award process.)
• Tires

Generally, the selected Contractor’s Maintenance Program shall provide the following:

• All wheelchair lift, ramp, bus kneeling and related equipment must meet all ADA, federal, state and local requirements. All wheelchair lift, ramp, bus kneeling and related equipment shall be inspected, serviced and lubricated at intervals necessary to ensure that wheelchair lifts, kneeling features and ramps are safe and fully operational before use in revenue service. Operator pre-trip inspections must be utilized to check lift/ramp operation before pull-out from the garage. If the lift/ramp is inoperative at the time of pull-out the bus must be repaired or traded before leaving for revenue service. When a lift/ramp is discovered to be inoperative, the Contractor must take the vehicle out of service. Repairs must be made before the vehicle is used in revenue service.

• Brake inspections and adjustment shall be performed at intervals that ensure the safe and efficient operation of the braking system, per manufacturer’s specifications. The Contractor shall utilize an approved brake lining gauge to measure brake lining wear. Brake repairs shall be completed to the following standards:
  o Drums and rotors shall not be turned.
  o Brake linings shall be matched to drums or rotors by size; i.e., 1X, 2X, etc.
  o Both brakes on an axle shall be replaced at the same time.
  o Premium brake blocks shall be used.
  o Wheel seals shall be replaced with every brake job and bearings shall be checked.

• All components of the vehicle bodies, appurtenances, and frames shall be maintained in a safe, sound, and undamaged condition at all times. Cradle motor mounts shall be replaced in pairs. Body damage (including all vehicle appurtenances) shall be repaired in a professional manner within three weeks (21 calendar days) of occurrences. Broken, cracked, or clouded glass shall be repaired when found, but not more than twenty-four (24) hours after the initial report.

• All mechanical, electrical, fluid, air, and/or hydraulic systems shall be maintained in a safe and fully functional, as designed, condition at all times. Particular care shall be paid to leaks, seeps, and weeps for all hydraulic and oil lines. Leaks are defined as Class I, II, or III. Class I leaks are leaks that merely show dampness around the fitting or joint; Class II leaks are leaks that have fluid on the outside of the fitting or joint, and Class III leaks are leaks that produce at least one (1) drop per minute on the ground. Class I leaks shall be monitored for further deterioration while Class II and Class III leaks shall be repaired immediately.

• Radiators shall be re-cored at the time of engine replacement or as necessary, and the entire cooling system shall be thoroughly inspected with all defects repaired as needed. Radiators shall be kept free of dirt and other debris and shall be cleaned on a regular basis. Only constant torque clamps shall be used. Radiators and charge-air-coolers shall be replaced every 4 years along with hoses and clamps.

• Engine exhaust systems shall be checked for leaks and tightness on a periodic basis. All passenger compartment access panels shall be checked to insure that the interior passenger compartment shall be free of exhaust fumes from the engine, engine compartment, and exhaust system of the vehicle.

• Heating, ventilation and air conditioning (HVAC) systems shall be maintained and used to ensure that the passenger compartment temperature is comfortably maintained under all climatic conditions at all times. The Contractor shall maintain the vehicle HVAC system in a fully operational state year round. Particular attention shall be paid to the air conditioning systems from March 1 through October 31, and the heating system from November 1 through February 28. All air conditioning repairs and maintenance shall be performed according to established laws and regulations regarding air conditioning service. A/C Compressor shall be replaced every 4 years.

• Seats shall be maintained in proper operating condition at all times. All rips, tears, cuts, gum, graffiti and other damage shall be cleared or repaired in a professional manner immediately upon their discovery. The Contractor shall replace seat covers which are worn or cannot be professionally repaired, using materials which are identical in design and color as those materials being replaced. All seats which can no longer be kept clean, have cushions which have broken or crushed, contain graffiti or stains which cannot be removed, or are damaged beyond repair, shall be replaced with matching fabric/cushions within three (3) days. The Contractor will
responsible for procuring the matching fabric/cushions. If a perfect match becomes unavailable, then the Contractor will work with GRTA or the County to select an acceptable substitute before the Contractor procures the replacement materials.

- Any windows that are scratched or etched to the point of becoming opaque/distorted-seriously damaged shall be replaced immediately. At least every six (6) months, the Contractor shall inspect all windows and replace those which are scratched or etched. This does not preclude the replacement of scratched or etched windows during the normal Preventive Maintenance Inspection.
- Windshield wiper systems and mirrors shall be maintained in proper operating condition at all times.
- GFI farebox system shall be maintained in proper operating condition at all times.
- All destination signs shall be maintained in proper operating condition at all times. Signs should be operable and displayed at all times when the vehicle is on the street. In the event of route changes that affect the destination sign readings, GRTA or the County will specify the change(s) in writing and the Contractor will reprogram the destination sign to reflect change(s). Paper signs are not permitted unless authorization is granted by GRTA or GCT. Paper signs are only allowed for a maximum use of one day and repairs shall be completed prior to placing the coach back into revenue service.
- Bicycle racks shall be maintained in proper operating condition at all times.

2.7.6 Onboard Systems

General
GRTA Xpress coaches each have installed onboard a public address (PA) systems that allows operators to make required stop announcements, destination signs, communications systems, inverter systems, to provide power for customer electronics, and fare systems. GCT coaches have an automated feature that makes the required ADA stop announcement, PA system, destination signs, communications systems and fare systems.

The Contractor must provide electronic technicians with sufficient training and skills to remove defective equipment and install and configure for operation equipment installed onboard all buses.

Additional responsibilities are detailed below:

PA Systems
- The PA system consists of a microphone amplifier and speakers located inside and outside the bus; these systems are to be used by drivers to make stop announcements as required by the American Disabilities Act (ADA). Volume should be set on these units so that customer can easily hear the announcements over the noise of the vehicle.
- The PA system should be inspected prior to each pull out, and if found defective the bus must not be used in service, unless no other vehicle is available, in the event that a bus must be placed in service with non-functioning equipment the Contractor shall report such to GRTA and GCT for approval.
- Maintenance and repair of these systems shall be the responsibility of the Contractor.

Inverters

Xpress coaches are outfitted with inverters to provide 110 power for customers. Maintenance and repair of these systems shall be the responsibility of the Contractor. These units should be inspected periodically to ensure they are functioning properly.

Fare Systems

GRTA Xpress operates two fare systems, a GFI System 7 system, using Cents-a-Bill fare boxes that is used for magnetic media and cash, and the Breeze regional fare system that uses smartcard technology. GCT operates two fare systems, a GFI System 7 used for cash and the Breeze system. Responsibilities for each are as follows:
GFI System 7

GRTA Xpress Service

- GRTA will provide all equipment necessary for the GFI System 7 fare collection system for Xpress services including but not limited to probing equipment, Wi-Fi, garage PC/Server with firewall, UPS power supply, a network switch, a network jack, adequate space for this equipment and all power and cooling necessary to maintain this equipment according to manufacturer specifications.
- The Contractor will complete all repairs and preventive maintenance for the GFI Cent-A-Bill fare boxes, TRIMs, receivers, and vaults used for acceptance of cash and magnetic fare products as defined in the supplier OEM manuals. Maintenance records will be kept for major components in the fare box, including but not limited to; TRIM unit, coin mechanism, bill acceptor, master controller, cashbox etc.
- GRTA is responsible for the maintenance of the Garage Computer systems used for GFI System 7 fare collection system, including probes, computers, networks, and other associated fare collection equipment.
- GRTA will furnish an appropriate number of spare fare boxes, TRIMs, and breeze equipment for use by the Contractor. Any additional fare box equipment will be the responsibility of the Contractor.
- The Contractor will be responsible ensuring that an inventory of condition and location is maintained for all onboard fare equipment.
- GRTA is responsible maintaining control for fare box locks and keys, and any replacement keys or locks needed for ongoing maintenance of GFI fare box equipment must be coordinated through the GRTA Chief Finance Officer.

GCT Service

- The Contractor will complete all repairs and preventive maintenance for the GFI Cent-A-Bill fare boxes, receivers, and vaults used for acceptance of cash as defined in the supplier OEM manuals. Maintenance records will be kept for major components in the fare box, including but not limited to; coin mechanism, bill acceptor, master controller, cashbox etc.
- Contractor is responsible for the maintenance of the Garage Computer systems used for GFI System 7 fare collection system, including probes, computers, networks, and other associated fare collection equipment.
- GCT will furnish an appropriate number of spare fare boxes, and breeze equipment for use by the Contractor. Any additional fare box equipment will be the responsibility of the Contractor.
- The Contractor will be responsible ensuring that an inventory of condition and location is maintained for all onboard fare equipment.
- GCT is responsible maintaining control for fare box locks and keys, and any replacement keys or locks needed for ongoing maintenance of GFI fare box equipment must be coordinated through Gwinnett County Transit Staff.

Breeze System

GRTA Xpress and GCT Service

GRTA and GCT will each provide all equipment necessary for the Breeze Fare Collection System including but not limited to a garage PC/Server with firewall, Wi-Fi access point, UPS power supply a network switch, network jack, static IP addresses, adequate space for this equipment and all power and cooling necessary to maintain this equipment according to manufacturer specifications.

Contractor will be responsible for identifying issues with breeze onboard Driver Control Unit (DCU) and Light Validator (LV) equipment through review of GFI and Breeze maintenance reports, information provided by drivers during pre-trip and post-trip inspections, or as reported by Xpress or GCT Customer Service or staff. The Contractor will have corrective and preventive hardware maintenance performed through a Regional
Warranty and On-Call Support agreement with MARTA’s Breeze support contractor, Cubic. This includes all maintenance activities on Breeze Light Validators (LV), and Driver Control Units (DCU).

When the Contractor identifies faulty parts in the LV or DCU, those parts shall be removed and processed for repair using the RMA process that follows.

Prior to shipment or pickup of the defective component(s), a Return Material Authorization (RMA) Number must be obtained from Cubic’s Depot Repair Center. The Contractor will phone Cubic’s repair facility at 404-724-2205.

For each RMA request, the Contractor must provide the following information:
  - Callers Name and Agency (GRTA or GCT)
  - Part number and serial number of defective module
  - Brief description of the problem

All parts shipped or picked up by Cubic for repair will be tagged and properly identified by GRTA or GCT with a “Cubic Repair Tag”, indicating all above information as well as the RMA number. Cubic will pick up the defective modules from a single location designated by GRTA or GCT once per week.

Radio Communications

GRTA will complete all repairs to the radio system installed on the vehicles operated by the Contractor. All radio failures must be communicated to Xpress dispatch personnel as soon as identified in order to allow GRTA to promptly schedule required maintenance. The contractor is expected to coordinate access to vehicles for these repairs as needed.

The operator must test radio communication as part of the pre-trip inspection process, by contacting Xpress dispatch. If the radio is not operational, the operator must inform the appropriate Contractor personnel, who should then assign a vehicle with a working communications system.

CAD/AVL

The Contractor’s maintenance department will be responsible for running equipment diagnostics to determine root cause of any equipment malfunction. It is the responsibility of the maintenance personnel/IT to retrieve proper replacement from the AVAIL IT Personnel.

Items that might require replacement include but are not limited to:

- Cameras (interior & exterior)
- IVU’s
- DVR’s
- APC’s
- Hard Drives
- RCU’s
- Amplifiers
- Tough books (laptops)

For additional assistance with equipment diagnostics, equipment replacement and general troubleshooting the Contractor shall reference the AVAIL Troubleshooting Guide. The AVAIL troubleshooting guide will be provided by Gwinnett County along with a copy of GCT’s CAD/AVL Standard Operational Procedure (SOP). The SOP will contain all areas related to troubleshooting and routine preventive maintenance of the system per the warranty and contractual requirements. Any equipment that is found damaged by means of abuse or neglect and not covered under the warranty will be replaced at the expense of the Contractor.
Future Onboard Systems
GRTA intends to introduce CAD/AVL, Automated Passenger Counters, Automated Stop Announcements, Emergency notifications, CCTV, and public Wi-Fi systems onboard Xpress coaches during the contract period. If other onboard systems are installed by GRTA, the Contractor must coordinate access to the vehicle at established times for installation and repair, and ensure that staff are trained as required in the operation of these systems.

2.7.7 Tires

The selected Contractor shall be responsible for providing tires for all revenue vehicles without additional cost to GRTA or the County. The tires on the vehicles, once installed on GRTA or County rims, will be owned by GRTA or the County and will remain GRTA or the County’s property at the termination of the Contract. All vehicles shall be maintained with a full set of tires including a spare tire for each vehicle. Tire pressure shall be maintained in accordance with the OEM or tire manufacturer’s recommendation and shall be checked at minimum on a weekly basis. Tire pressure shall be checked on a minimum 20% sample of buses for each service (GRTA Xpress and GCT) on a daily basis.

Tires shall always be matched (by size, and tread pattern) on each axle. Tires shall not vary more than 3/32” between inner and outer tires and not more than 4/32” between curbside and roadside. Tires that are worn below 6/32” original tread remaining or damaged tires will be replaced.

The steering axle shall always have worn tires replaced with new tires. Tires removed from the steering axle may be used on either the tag or drive axle if they are undamaged and have sufficient tread wear remaining. Recapped tires may be used on the tag or drive axle under the following conditions: the tire casing must be a Grade A casing with no more than two repairs and must have been recapped not more than two (2) times. Rims shall be inspected, cleaned, and polished as tires are removed and replaced. The selected Contractor shall be responsible, at their own expense, for replacement of rims with like rims when the rims are found to be damaged. Tires may not be removed for re-use on other vehicles from new vehicles that are stored awaiting service or from damaged vehicles unless approved in writing by GRTA or the County.

Upon assignment of vehicles, the selected Contractor and GRTA, the County, or its designated representative, shall conduct a tire inventory, by axle and by coach. Tires shall be inspected and the tread depth of each tire be measured. The Contractor shall pay GRTA or the County for remaining life of the tires, based on original “new” or “recapped” cost using the remaining tread depth remaining to pro-rate the cost. When the Contractor returns the vehicles to GRTA or the County, GRTA or the County and the Contractor shall conduct an inventory, measure tread depth, and GRTA or the County shall pay the Contractor for the remaining life of the tire based on the method described above.

2.7.8 Vehicle Damage

The Contractor shall repair all revenue vehicle damage that occurs through the performance of the Contract. All repairs made shall be performed by competent repair facilities qualified to restore the damaged vehicle to its original configuration, appearance, and structural integrity. GRTA and the County shall have prior approval of any repair facility proposed by the Contractor. GRTA and the County retains the right to have any vehicle that has not been sent to a competent repair facility for appropriate repairs within thirty (30) days taken to a repair facility of its choice for repair. Those repair costs will be invoiced to the Contractor or the amount will be deducted from current monies owed to the Contractor.

If the assigned transit revenue vehicles are damaged due to neglect of maintenance, poor workmanship, or inappropriate repairs by the Contractor, GRTA or the County retains the right to have the vehicle(s) repaired by its
company of choice and subsequently invoice the Contractor for the cost of repairs, or deduct the invoice amount from current monies owed to the Contractor, if any.

2.7.9 Parts Inventory

The Contractor shall provide all parts and materials required to maintain the assigned transit revenue vehicles. These parts and materials include, but are not limited to, parts for scheduled and unscheduled repair, preventive maintenance inspections, maintenance of HVAC, wheelchair lift and related equipment, destination signs, fareboxes, and all other parts required to maintain the vehicle and on-board equipment. The Contractor may use either OEM or after-market parts with the exception of steering and braking systems. Should the Contractor wish to use after-market parts for steering and braking systems, the Contractor must receive written permission from GRTA or the County prior to installing the parts on the vehicle. GRTA and the County reserve the right to reject the use of any after-market products that may be found not to provide better or equal service as the OEM product.

The Contractor shall be responsible for maintaining an inventory of spare parts and materials and for providing any and all parts and materials necessary for the proper maintenance of all revenue vehicles and equipment used in the provision of service. The Contractor shall establish and maintain reasonable inventory levels to enable timely repair of vehicles and equipment such that daily vehicle requirements are met. The Contractor-supplied parts inventory shall remain the property of the Contractor. Upon completion of the term of this Contract, the GRTA or the County may, at its discretion, choose to purchase the inventory at a mutually agreed upon fair market price.

2.7.10 Tools and Equipment

All tools and equipment required to maintain the assigned transit revenue vehicles are the responsibility of the Contractor, except as may be noted in the Contract.

2.7.11 Vehicle Towing

In the event that towing of any assigned transit revenue vehicle is required due to mechanical failure or damage, the Contractor shall be responsible to provide such towing at the Contractor’s sole expense. The Contractor shall provide a written policy and procedure regarding Vehicle Towing and shall provide a list of selected towing providers that the Contractor has an agreement with.

2.7.12 Emissions Control Programs

The Contractor shall perform and certify such tests of equipment required to meet GRTA, County, other local, State, and federal requirements related to exhaust smoke and engine emissions.

2.7.13 Oil and Fluid Analysis

The Contractor must develop and implement a laboratory engine oil, transmission fluid and differential analysis program and submit it for GRTA and County approval. Oil and fluid analysis shall be entered into the CMMS for tracking and analysis. The Contractor shall review all oil analysis reports upon receipt and take proactive measures to repair or remedy anomalies noted on the reports. The Contractor shall provide to GRTA and the County a monthly oil analysis report due by the fifth (5th) day of the following month. The report shall contain the number of samples taken, the number of discrepancies noted, and the corrective action taken for each discrepancy noted.

2.7.14 Maintenance Evaluations

The Contractor shall allow GRTA and the County access to the Contractor’s facilities and records to monitor the Contractor’s maintenance performance as GRTA or the County deems necessary. GRTA and/or the County may perform or use independent consultants to perform regular, unannounced maintenance inspections of vehicles and equipment maintained by the Contractor which are used in this Contract to determine the Contractor’s maintenance
performance. GRTA or the County shall be permitted to view and copy any vehicle maintenance records, inspect vehicles and equipment, and request Contractor personnel to drive vehicles as is necessary to evaluate the condition of vehicles and equipment used in the performance of the Contract. GRTA and/or the County shall make every effort to not disrupt the Contractor’s normal routine or work functions during announced or unannounced inspections.

The Contractor shall, upon request by GRTA or the County, immediately remove from operation any bus that is determined by GRTA or the County to not be in compliance herewith and shall repair, clean, or take any other actions reasonably requested by GRTA or the County in order to cause such vehicle to be in compliance. Nothing in this provision or in any inspection or approval by GRTA or the County of any vehicle shall relieve the Contractor of its obligation to maintain and operate each vehicle in strict compliance with the provisions hereof.

2.7.15 Out of Service Designation

A vehicle shall be designated as unfit for revenue service (considered “Out of Service”) if, upon inspection, any of the following deficiencies or safety-related conditions is found:

- Brakes out of adjustment
- Loose steering components or excessive front end vibration
- Suspension system non functional, (i.e. air bags collapsed or holed, bad shocks)
- Failure to build proper air pressure
- Inoperative windshield wipers, broken mirrors, cracked windshield
- Damaged seats as outlined
- Inoperative headlights, turn signals, brake lights, or more than two (2) marker lights on a side non-functional
- Air conditioning unable to maintain a temperature 20F lower than ambient or no lower than 72F, from March 1 through October 31
- Heating or defroster inoperative, for the period November 1 through February 28
- “MISSED” Preventive Maintenance Inspection, as outlined
- Tires with tread depth of less than 6/32”
- Inoperative emergency exits/doors/windows
- Inoperative communications devices
- Inoperative, expired or missing safety equipment
- ADA Wheelchair lift, ramp and kneeling features inoperable for any reason
- ADA Wheelchair tie downs or seat sliders inoperable for any reason
- Leaking and/or cracked hydraulic lines; oil lines, coolant lines, unsecured wiring harnesses, or fittings, seals, or joints with either a Class II or Class III leak, as outlined, or hoses, lines, and harnesses that are rubbing or chafing
- Inoperative Automatic fire suppression system
- Any condition not in compliance with applicable federal or State Regulations

Vehicle shall continue to have the “Out of Service” designation until it is brought into compliance. The Contractor shall establish a lock-out, tag-out procedure to clearly mark Out of Service vehicles and prevent them from being placed in service. New out-of-service designations shall be included in daily operations reports.

2.7.16 Vehicle Servicing and Cleaning

2.7.16.1 Daily Vehicle Servicing

The Contractor shall perform daily vehicle servicing on all assigned transit revenue vehicles and equipment. For purposes of the Contract, daily servicing shall include, but not be limited to:

- Fueling
• Engine oil, coolant, windshield wiper fluid, hydraulic or power steering fluid, and transmission fluid check/add. Transynd is the only authorized transmission fluid.
• Farebox probing, vault pulling and replacement
• Tire inspection (air pressure, tread depth, and wear)
• Brake check
• Lights and flashers check
• Interior sweeping and dusting
• Exterior and interior visual inspection
• Litter- Removal of all litter/trash from all areas in the interior and exterior of the vehicle.
• Graffiti- Graffiti will be removed throughout the entire vehicle where found, on an as needed basis. Graffiti that cannot be removed will be reported to GRTA or the County for the required attention. Removal of gum and/or local sports and stains may be required as needed. Service provider will report to GRTA or the County any tears or worn seat that require to be replaced.
• Interior Glass- Clean all glass/acrylic and/or window protectors, with glass cleaner including front and side glass at the front and side destination signs and mirrors, as necessary. Any damaged or etched glass is to be reported to GRTA or the County. No residue must be left after the cleaning process is complete.
• Floors- Clean flooring areas with soap and water to include driver’s area, passenger area, wheel housing, steps and ramps/wheelchair lifts. All gum, candy, and other substances that have adhered to the surfaces will be removed. All dirt and gum must be removed from the flooring. Using a water hose for cleaning the inside floors or walls is strictly prohibited and the use of said water hose will result in the termination of the Contract.

2.7.16.3 Major Detail Services

The Contractor will perform a Major Detail on each vehicle at least every six months. Major Detail will consist of the following items and items are subject to change by GRTA or the County with 48 hour notice to the Contractor:

• Exterior Work: All wheel wells, flaps, and heavily soiled areas will be hand scrubbed. All windows and mirrors will be hand dried or squeegeed by the service provider. Service provider will clean engine compartment doors, all exterior access doors, handles and latches, and any seams and joints on the exterior of the unit.
• Litter: Removal of all litter/trash from all areas in the interior and exterior of the vehicle.
• Cleaning: Cleaning of ceilings, sidewalls (all), escape hatches, mirrors, front and rear doors, luggage compartments where present, all chrome railings. Clean all air conditioning vents.
• Interior Light Fixtures: Disassemble, clean, and reassemble all overhead light covers. Extreme care must be taken and safeguards in place to protect all electrical components and systems from water damage during the cleaning process.
• Graffiti: Graffiti will be removed throughout the entire vehicle where found, on an as needed basis. Graffiti that cannot be removed will be reported to GRTA or the County for the required attention.
• Seats: Clean all seat cushions and backs, by brushing and vacuuming. Removal of gum and/or local spots and stains may be required as needed. The rear seating area will be required to be lifted and cleaned underneath and around it. Service provider will report to GRTA or the County any tears or worn seat that require to be replaced. All passenger seats will be steam cleaned within the coach at least two (2) times a year. This will include the operator’s seat. This may also apply to any other area deemed necessary by GRTA or the County during the cleaning process (upholstery style equipment only.)
• Exterior Glass: Clean all windows, using glass cleaner and scraper when necessary for the removal of graffiti, finger prints, and other markings. Clean all window tracks: No residue must be left on windows after the cleaning process is complete.
• Interior Glass: Clean all glass/acrylic and/or window protectors, with glass cleaner including front and side glass at the front and side destination signs and mirrors. Any damaged or etched glass is to be reported to GRTA or the County. No residue must be left after the cleaning process is complete.

• Floors: Clean flooring areas with soap and water to include driver’s area, passenger area, wheel housing, steps and ramps/wheelchair lifts. All gum, candy, and other substances that have adhered to the surfaces will be removed. All dirt and gum must be removed from the flooring. Using a water hose for cleaning the inside floors or walls is strictly prohibited and the use of said water hose will result in the termination of the Contract.

• Surface Treatment: Armor-All or equivalent product will be used on all seats where applicable, all black rubber and the entire dash. The only exception to this rule is the Lexan surface of the gauges and steering wheel and fare box. Armor-All or equivalent will be applied to all tires, bumpers, and fender flares. Aluminum Wheels: Clean and polish, then wax the outside of all aluminum wheels by hand.

• Exterior Waxing- All coaches will be required to be completely waxed at least two (2) times per year. Final product is to be free of swirl marks and haze. Removal of all oxidation, dirt, tar, stains, gums, eggs, and any other items from the exterior of the unit.

2.7.16.2 Minor Detail Services

The Contractor will perform a Minor Detail on each vehicle every 30 days. Minor Detail will consist of the following items and items are subject to change by GRTA or the County with 48 hour notice to the Contractor:

• Exterior Work: All wheel wells, flaps, and heavily soiled areas will be hand scrubbed. All windows and mirrors will be hand dried or squeegeed by the service provider. Service provider will clean engine compartment doors, all exterior access doors, handles and latches, and any seams and joints on the exterior of the unit.

• Litter: Removal of all litter/trash from all areas in the interior and exterior of the vehicle.

• Cleaning: Cleaning of ceilings, sidewalls (all), escape hatches, mirrors, front and rear doors, luggage compartments where present, all chrome railings. Clean all air conditioning vents.

• Interior Light Fixtures: Disassemble, clean, and reassemble all overhead light covers. Extreme care must be taken and safeguards in place to protect all electrical components and systems from water damage during the cleaning process.

• Graffiti: Graffiti will be removed throughout the entire vehicle where found, on an as needed basis. Graffiti that cannot be removed will be reported to GRTA or the County for the required attention.

• Exterior Glass: Clean all windows, using glass cleaner and scraper when necessary for the removal of graffiti, finger prints, and other markings. Clean all window tracks: No residue must be left on windows after the cleaning process is complete.

• Interior Glass: Clean all glass/acrylic and/or window protectors, with glass cleaner including front and side glass at the front and side destination signs and mirrors. Any damaged or etched glass is to be reported to GRTA or the County. No residue must be left after the cleaning process is complete.

• Floors: Clean flooring areas with soap and water to include driver’s area, passenger area, wheel housing, steps and ramps/wheelchair lifts. All gum, candy, and other substances that have adhered to the surfaces will be removed. All dirt and gum must be removed from the flooring. Using a water hose for cleaning the inside floors or walls is strictly prohibited and the use of said water hose will result in the termination of the Contract.

• Seats: Clean all seat cushions and backs, by brushing and vacuuming. Removal of gum and/or local spots and stains may be required as needed. Service provider will report to GRTA or the County any tears or worn seat that cannot be repaired.

• Clean driver compartment. Clean all switches, wipe all gauges, wipe rear-view mirror, clean radio area left of driver’s seat, dash area.

• Clean fare box with general purpose cleaner.
The Contractor shall develop, implement, and maintain a written checklist of items included in the daily servicing of each vehicle. The checklist shall be utilized and kept on file for GRTA or County review for two (2) years. If the selected Contractor uses the CMMS to generate service work orders, the work orders shall become a permanent part of the vehicle history file. Either way, fluid and fuel amounts, by quarts and gallons, and miles shall be entered into the CMMS vehicle history record.

2.7.16.4 Vehicle Cleaning

The Contractor shall be responsible for maintaining the interior and exterior cleanliness of all bus and paratransit revenue vehicles in order to provide a positive public image and appearance. The Contractor shall ensure the cleanliness of each vehicle scheduled for revenue service prior to the commencement of each service day. At all times, vehicles in revenue service shall be free of noxious odors from cleaning products, pest control products or other such products. Contractor will provide MSD sheets for chemicals being used during the cleaning process.

GRTA and the County reserve the right to request the Contractor remove from activities associated with the Contract any employee that fails to meet the performance standards for this position as determined by GRTA and the County.

Contractor must maintain the service/cleaning technician-to-bus ratio as stated in the Contractor’s response to the RFP throughout the term of the Contract.

Vehicle exteriors should be washed daily and interiors cleaned daily; including floors mopped and trash removed, and windows wiped down after each day’s use. Ceilings, dashes, walls, stanchions and grab rails shall be subject to a detailed cleaning as necessary, but at least every fourteen (14) days. All foreign matter such as gum, grease, dirt and graffiti shall be removed from interior surfaces during the interior cleaning process. Upholstery shall be cleaned as necessary, but at least quarterly. Upholstery damage shall be repaired immediately upon discovery.

All graffiti, interior and exterior, shall be removed as soon as practicable, but within twenty-four (24) hours, preferably before the vehicle is returned to service. If the graffiti is obscene or gang related, it shall be removed immediately, or the vehicle shall not be used in revenue service until corrected.

Rubber or vinyl exterior components such as tires, bumper fascia, fender skirts and door edge guards shall be cleaned and treated with a preservative at least once every fourteen (14) calendar days, or as necessary to maintain an attractive appearance.

Radiator, engine, battery, air conditioning components, and lift compartments shall be cleaned in accordance with the manufacturer’s recommended maintenance intervals, or more frequently as needed.

Vehicle Inspections GRTA or the County will conduct inspections of work performed by service provider. The inspections must meet the following definitions of a clean bus:

- **Interior:**
  
  No dirt, dust, trash, stains, gum, or any kind of residue on seats, floors, side panels, walls, wheel wells, step wells, ledges, handrails, driver's area, driver's control, light panels, and ceiling; no graffiti on any interior surface; no dirt, stickers, residue, or graffiti on windshields or window glasses; inside mirror glass clean; no damaged advertising signs, no cut seats; and step wells and floors sealed

- **Exterior:**
  
  No dirt on the front, sides, or rear of the bus; no sticky or oily residue on the front, sides, or rear of the bus; no graffiti on the front, sides, or rear of the bus; no dirt, stickers, residue, or graffiti on the windshields or
window glass of the bus; all outside mirrors clean; no soap streaking on the body or exterior glass of the bus; and all wheels painted.

Items to be check, but not limited to include the following:

<table>
<thead>
<tr>
<th>(a) Operators Work Station</th>
<th>• Front dash and fare box</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Driver’s area</td>
<td>• Floor area</td>
</tr>
<tr>
<td>• Pedal area</td>
<td>• All dash controls</td>
</tr>
<tr>
<td>• Windshield cleaned</td>
<td>• Operator’s side windows and tracks cleaned</td>
</tr>
<tr>
<td>• All panels in operator’s area top and bottom</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(b) Interior Coach Area</th>
<th>• Fender wells</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Kick panels</td>
<td>• Radio box</td>
</tr>
<tr>
<td>• Area behind radio box</td>
<td>• All interior windows and glass</td>
</tr>
<tr>
<td>• All interior window seals and tracks</td>
<td>• Grab rails</td>
</tr>
<tr>
<td>• Walls, left and right side, upper and lower</td>
<td>• Ceiling</td>
</tr>
<tr>
<td>• All seats free from gum</td>
<td>• All seats free from soiling and stains</td>
</tr>
<tr>
<td>• All seats backs free from markings or graffiti</td>
<td>• Real step well area</td>
</tr>
<tr>
<td>• All modesty panels</td>
<td>• Interior light lenses</td>
</tr>
<tr>
<td>• Seat frames upper and lower</td>
<td>• Rear and front standee lines</td>
</tr>
<tr>
<td>• A/C grills</td>
<td>• Step lights</td>
</tr>
<tr>
<td>• Emergency hatches</td>
<td>• Wheelchair tie down areas and equipment</td>
</tr>
<tr>
<td>• Clean and wipe down overhead bins where applicable</td>
<td>• Floors mopped, stripped, and waxed</td>
</tr>
<tr>
<td>• Front/rear doors cleaned, including seals</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(c) Exterior Coach Area</th>
<th>• Headlight assembly under and above cavity</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Windshield</td>
<td>• Mirrors/mirror housing</td>
</tr>
<tr>
<td>• Doors front and rear</td>
<td>• Light lenses</td>
</tr>
<tr>
<td>• Side/top marker lights</td>
<td>• Tail/stop lights</td>
</tr>
<tr>
<td>• License plate</td>
<td>• Body panels</td>
</tr>
<tr>
<td>• Air intake panels</td>
<td>• Compartment doors</td>
</tr>
<tr>
<td>• All seam and joints</td>
<td>• Fuel door</td>
</tr>
<tr>
<td>• All fender skirts</td>
<td>• Bumpers front/rear treated</td>
</tr>
<tr>
<td>• All exterior windows/glass</td>
<td>• All exterior light fixtures</td>
</tr>
<tr>
<td>• All seams and joints cleaned on entire vehicle</td>
<td>• Check decals and their condition</td>
</tr>
<tr>
<td>• Engine door, exterior/interior doors cleaned and inside and out.</td>
<td>• License plate and lenses</td>
</tr>
<tr>
<td>• Tail/brake/reverse lights lenses and rims cleaned/polishes/waxed</td>
<td>• Window tracks</td>
</tr>
<tr>
<td>• Window tracks</td>
<td></td>
</tr>
</tbody>
</table>
Interior Pest Control - Vehicles shall be kept free of vermin and insects at all times. At least twice a year or immediately upon discovery of an infestation, all assigned transit revenue vehicles will be treated and/or exterminated to prevent infestation by ants, fleas, roaches, and other insects and vermin, utilizing safe, non-hazardous and EPA approved insecticides/materials by a licensed exterminator.

2.7.16.5 Compliance Monitoring

GRTA and the County will monitor the cleanliness, maintenance, wheelchair accessibility device operation, destination signs, public address system, damage condition, heating/air-conditioning operation, and maintenance reporting of all GRTA and County vehicles operated by the Contractor. Monitoring will be accomplished by GRTA and County Operations staff, management personnel, QA Inspectors, and undercover ride monitors (“mystery riders”). Adverse reporting will constitute prima facie evidence of violation of the Vehicle Cleanliness and Maintenance provision of this Contract and may result in Liquidated Damages. Communications from passengers and other individuals relative to proper bus maintenance will be thoroughly evaluated as to their probative value in establishing occurrences with this section.

GRTA and the County may utilize the services of an independent maintenance auditing firm to inspect a portion of the Xpress or County bus fleet on a periodic basis. The results of these maintenance audits will be used to monitor the effectiveness of the Contractor’s maintenance program and to provide a snapshot of the condition of the Contractor’s vehicles and maintenance records.

2.7.17 Maintenance Reports

The Contractor shall submit the following maintenance reports to the County:

2.7.17.1 Weekly Reports

- Preventative Maintenance Inspection (PMI) Reports (by Vehicle Number) – For each assigned revenue vehicle, PMI Reports shall include:
  - Vehicle Life Miles
  - Date of PMI
  - Scheduled PMI Mileage
  - Next PMI Mileage
  - PMI status (i.e. Early, On-Time, Late or Missed)

- “Out of Service” Vehicle Report – For each assigned revenue vehicle that is “Out of Service”, the report shall include:
  - Vehicle number
  - Date taken “Out of Service”
  - Reason vehicle is “Out of Service”
  - Date repair parts were ordered and expected delivery date or date vehicle was sent out for repair and expected completion date
  - Major vehicle damage report
  - If applicable, does vehicle have an inoperable wheelchair lift? If so, provide reason.
2.7.17.2 Monthly Reports

The following monthly reports are to be submitted to GRTA and the County no later than the 5th day of the following calendar month:

- Preventive Maintenance Inspection (PMI) Summary Report of all assigned revenue vehicles by Vehicle Number
- CNG or Diesel Fuel, Fluids and Oil Consumption and Mileage Report by Vehicle Number
- Road Call Report-including top five reasons for failures
- Monthly Management Report of major maintenance, including all major maintenance work performed on vehicles and equipment during the month and costs associated with parts (i.e. engine replacement, transmission replacement, oil analysis, etc.)
- Minor and major detailed cleanings by fleet number and date cleaning was conducted
- Summary of preventative and corrective maintenance accomplished including cost by bus to be imported into the SGR database

2.7.17.3 Other Reports

The Contractor may be required to submit other reports as determined by GRTA and the County. Requirements and due dates will be determined for the Contractor by GRTA and the County. Other reports include, but are not limited to, the following:

- Annual Asset Condition Assessment

2.8 FACILITIES AND EQUIPMENT MAINTENANCE

The Contractor shall develop a Facility and Equipment Maintenance Program that addresses all Contractor-owned and Client-owned facilities and equipment used in the operation and maintenance of the GRTA Xpress transit system and the GCT transit system, and submit the document to each client prior to Contract start-up. The program is subject to GRTA and the County’s approval.

Note that if repairs are necessary to GRTA (leased or owned) or County-owned facilities or equipment due to vandalism or negligence by employees of the Contractor, GRTA or the County may require the Contractor to have the repairs completed at Contractor’s expense. If Contractor fails to complete necessary repairs, GRTA or the County may have these repairs completed and bill repair expenses to the Contractor. The amounts of these expenses may be withheld from the monthly amount due to the Contractor.

2.8.1 Fueling Equipment Maintenance

The Contractor will be responsible for maintenance and repair of GRTA or County-owned fueling equipment: CNG fueling facility including compressors, gas-engine drives, dryers, storage, controls and related electrical, mechanical, piping and valve equipment; fast-fill CNG dispensers, nozzles and hoses; and diesel fuel dispensers, nozzles and hoses. The Contractor will be responsible for maintenance and repair of Contractor-owned or supplied components of the fueling facility. The Contractor shall maintain the fuel dispensing equipment such that mileage and fuel dispensed records for each vehicle fueled will be electronically recorded into a permanent vehicle record on a daily basis.

Proposers will submit a plan with their responses to the RFP that emphasizes the appropriate preventive maintenance, on a scheduled basis per manufacturer’s recommendations, obtaining replacement parts, familiarity with the computer programming of the compressors, and record-keeping in accordance with FTA’s triennial review requirements. The proposer’s plan shall include inspection and preventive maintenance programs to ensure the fueling facility meets all applicable federal, State, and local requirements for fuel storage and handling. The
Contractor must provide any computer hardware and software required to access the equipment database. Monthly written certification of required testing, to include a description of items tested, shall be provided to the County.

The current contractor has a service agreement Atlanta Gas Light for the CNG equipment for $650 per month; parts and labor for repairs under the service agreement is an additional cost.

The County is working with the current contractor to obtain information regarding the costs of last major CNG equipment rebuilds/repairs and relevant operating hours on equipment. The additional information will be provided as an addendum to this RFP.

2.8.2 Passenger Facilities (GCT service only)

The Contractor will be responsible for cleaning and maintaining one (1) transit center (Gwinnett), four (4) park and ride facilities, and approximately 700 bus stops (including 11 County-owned bus shelters). In addition to the requirements below, unsightly conditions reported to the Contractor by the County or the public will be corrected within twenty-four (24) hours. Unsafe conditions, such as damaged facilities, will be responded to as quickly as possible, but no longer than twenty-four (24) hours after being reported. The Contractor will be responsible for removing snow and ice from parking lots and walkways and applying sand and/or salt as appropriate for vehicular and pedestrian safety.

2.8.2.1 Transit Center and Park and Ride Facilities (Gwinnett County Transit service only)

The Contractor shall monitor the Gwinnett Transit Center Monday through Saturday and park and ride lots Monday through Friday. The properties are leased by the County on a long-term basis. The Gwinnett Transit Center is located at Gwinnett Place Mall adjacent to the intersection of Satellite Boulevard and Gwinnett Plantation Way and includes a circular bus bay/transfer area, small park-ride lot, and taxi queuing area. The four park-ride lots are located at 1) I-985 and Buford Drive, 2) Sugarloaf Mills at I-85 and Sugarloaf Parkway/North Brown Road, 3) I-85 and Indian Trail-Lilburn Road, and 4) US 78 and Hewatt Road. The Contractor’s road supervisors, bus drivers, and park and ride lot attendants shall be utilized to monitor the properties. Customer comments and requests also will provide information related to maintenance requirements. The Contractor will be responsible for labor and materials used in the performance of this work.

General cleaning/maintenance of passenger facilities will be conducted, at a minimum, as follows:

**Daily.** The Contractor shall empty and clean trash receptacles; remove trash and litter from the immediate surrounding area (20 feet); remove pine straw, leaves and debris; eliminate any graffiti or unauthorized advertising; and perform a field inspection to identify and document any additional maintenance requirements.

**Weekly.** At minimum during growing season, and other weeks as may be required, the Contractor shall, mow, edge, blow, trim turf, and weed landscape beds; control litter as required; and clean shelters, including glass and benches.

For any eroded areas, the Contractor shall fill with topsoil and grass the area, or mulch if the area is a landscaping bed.

**Semi-annual.** The Contractor shall clean and replenish any mulched areas with mulch placed to a 4” thickness of material.

The Contractor shall be responsible for maintaining shelters, benches, trash receptacles, smokers, bike racks and landscaping. Landscaping maintenance will be done in accordance with the American Nurserymen’s Association Guidelines for turf, shrubs and trees.
At the I-985, Sugarloaf Mills, and Indian Trail park and ride lots, the Contractor shall be responsible for providing attendants at these lots, Monday through Friday, at minimum from 8:30 a.m. to 5:30 p.m. The lot attendants required for security will be responsible for the general cleaning/maintenance functions as described above, as well as their security monitoring activities. Subject to approval by the County, the proposer shall develop a staffing plan that, in addition to lot attendants, utilizes other Contractor employees such as road supervisors, etc. While maintaining coverage, the staffing plan can be designed to be rotational across times of day and lots in ways that are non-discernible.

The Contractor will complete and maintain documentation (e.g., checklists) for inspection, reporting, and maintenance activities.

Note that the Sugarloaf Mills park and ride lot has bus-only gates for bus-only entry into the lot. Gwinnett County is responsible for the electronic components of the gate, including repairs, maintenance and utility costs.

The County is responsible for maintaining asphalt, concrete, signs, striping, and other pavement markings at the facilities. The County is responsible for lighting maintenance and utility costs at the facilities.

2.8.2.2 Bus Stops and Shelters (Gwinnett County Transit service only)

The Contractor shall monitor all bus stops and shelters on a continuous basis. The Contractor’s road supervisors and bus drivers can be used as a monitoring resource. Customer comments and requests also will provide information related to maintenance requirements. The Contractor will be responsible for labor and materials used in the performance of this work. Contractor also will be responsible for cleaning and maintaining current and future bus stop and County-owned shelter improvements. While Signal Outdoor Advertising, LLC or its successor maintains its bus shelter locations under a separate contract, the Contractor will be responsible for notifying Signal Outdoor Advertising, LLC of any issues noted at their shelters as part of the monitoring process.

General cleaning/maintenance of bus stops will be conducted at a minimum as follows:

**Twice a Week.** The Contractor shall remove pine straw, leaves and debris; remove trash and litter from surrounding areas (20 feet) at all bus stop locations within the County and GCT bus stops on route 10 between the county line and the MARTA Doraville station (note that surrounding areas include private property if the trash/litter reasonably appears to have been generated by GCT patrons); empty and clean trash receptacles where provided; eliminate any graffiti or unauthorized advertising; and perform a field inspection to identify and document any additional maintenance requirements such as related to signposts, signs, etc. The Contractor will be responsible for responding to any maintenance issue that may occur outside the regular maintenance schedule.

**Weekly.** At minimum during growing season, and other weeks as may be required, the Contractor shall, mow, edge, blow, trim turf, and weed landscape beds within ten (10) feet of the bus stop sign and/or County-owned shelter; control litter as required; and clean County-owned bus shelter surfaces and benches.

For any eroded areas, the Contractor shall fill with topsoil and grass the area, or mulch if the area is a landscaping bed.

**Semi-annual.** The Contractor shall clean and replenish any mulched areas with mulch placed to a 4” thickness of material.

The Contractor will complete and maintain documentation (e.g., checklists) for inspection, reporting, and maintenance activities.

The Contractor is responsible for maintaining and updating the computerized GCT bus stop inventory which delineates the location of all bus stops, the routes that serve each stop, and the improvements located at each stop.
The Contractor shall evaluate requests for additional stops and make recommendations to the County on stop additions, removal and relocations. The recommendations shall be based on ADA, safety and community considerations. The recommendations shall be accompanied by complete documentation for each of the proposed signs, including sketches of the site with information on adjacent roads, land uses, and ADA requirements. In addition, the Contractor will undertake this task for any new routes or realigned routes.

As directed by the County, the Contractor will install bus stop signposts at the stops approved by the County. The work will not involve any engineering or construction of concrete pads. Immediately upon Contractor observation of need for a replacement bus stop post, or notification of same by the County, the Contractor will call Utility Locate and wait the required 48-hours, and then replace the bus stop post and sign.

The County will provide all sign faces and the specifications for posts. The Contractor will provide all signposts in accordance with the County’s requirements. The Contractor will store and maintain the inventory of all sign posts and sign faces by type, and advise the County when additional sign faces need to be purchased.

The Contractor shall also assist the County to identify bus stops that are appropriate candidates for improvements, such as trash receptacles, benches or shelters. The County reserves the right to purchase and install its own bus stop improvements, to negotiate with the Contractor to perform this work or to contract with an independent contractor, whichever is deemed in the best interests of the County.

### 2.8.2.3 Technology and Other Equipment

The Contractor will, at its sole cost, repair, maintain in good condition, and replace, as necessary, equipment outlined throughout this RFP as the responsibility of the Contractor used in Gwinnett County transit operations or GRTA Xpress transit operations. The Contractor is responsible for the replacement of any equipment damaged through negligent operations. All replacements made by Contractor shall be of like size, kind and quality to the items replaced as such items existed when originally installed and shall be subject to Gwinnett County or GRTA’s approval. Proposals must detail how all Contractor responsibilities will be discharged. Attachment D to this RFP lists the County-owned and GRTA-owned shop equipment.

GRTA will provide equipment and support necessary for the successful operation of technology systems provided by GRTA in support of Xpress Operations. The Contractor will coordinate training with GRTA for staff in use of systems provided for their use.

Control of and accountability for all radios is a critical security requirement. As such, quarterly inventory control audits must be performed by the Contractor and submitted to GRTA. If a radio is lost or stolen, it must be reported to GRTA at helpdesk@grta.org within one (1) hour of confirming that it is lost or stolen. GRTA will remotely disable the radio. If the radio is found or recovered, GRTA can re-enable the radio. If a radio is lost, it is the Contractor’s responsibility to replace the radio with a similar model and features.

Upon termination of the Contract, all Xpress cell phones/radios must be returned to GRTA. GRTA will charge the Contractor the replacement costs of any cell phones and radios missing at the time of Contract expiration.

### Computer Hardware and Software

#### GRTA Xpress Service

GRTA shall provide PC’s and desktop printers to be used in support of Xpress operations, GRTA will provide Office 365 software for all PCs, provide file services and share point services, antivirus and remote access software (VPN).
GRTA will also provide OEM diagnostic software used to troubleshoot Xpress buses.

Additional software is the responsibility of the Contractor, however, any additional software must be approved and installed by GRTA.

GRTA is responsible for systems security and compliance of all Xpress technology systems.

GRTA shall provide networks services and support for Xpress operations, including internet access needed for business operations and fare systems networks.

GRTA will provide a copier(s) for use by the Contractor in supporting Xpress operations, the costs of usage is the responsibility of the Contractor and who will be invoiced monthly for usage by GRTA.

GRTA will provide Security and Access Control Systems for its South Ops facility, the contractor shall ensure that the system installed at garage under their control are compatible with GRTA’s HID based keycard systems.

**GCT Service**

The Contractor shall provide and maintain all personal computers, printers and software utilized by its employees with the exception of County-owned maintenance diagnostic laptop, GFI fare collection hardware/software, and Breeze fare collection hardware/software as listed; the Contractor equipment will remain the property of Contractor upon Contract termination. The Contractor is responsible for all device networking and internet connections with the exception of the DSL connection to the Breeze equipment at the operations and maintenance facility (for Breeze garage computer) and at the customer service center (for Breeze ticket office machine and Card 5 machine).

**Communications**

**Gwinnett County Service**

The Contractor will be responsible for providing a communication system for all assigned revenue vehicles, maintenance of the equipment, and paying all costs associated with use (e.g., air time). The current contractor has installed Sprint Nextel cellular phones on each vehicle and dispatches and communicates using the ‘Touch to Talk’ feature.

**GRTA Xpress Service**

**Dispatch Communications**

GRTA shall provide dispatch communications equipment and services required for Xpress operations.

The Contractor must ensure that all buses operating under this Contract have a properly operating bus radio at all times while in Revenue Service and/or that all inoperative bus radios are promptly identified and reported to GRTA for repair.

The Xpress dispatch communications system is a cellular based push top talk (PTT) system provided by Sprint. Communications between Dispatchers and bus operators and Street Supervisors is done via talk groups.

Future communications systems, during this contract period, GRTA plans to replace the current dispatch communications system with a digital trucked system at its expense. This system will include both dispatch, onboard and mobile communications for Xpress Operations. The Contractor will coordinate access to vehicles for the purposes of installation of new equipment, and shall provide training to its employee as required for proper operations of new communications equipment.
Telephones

Gwinnett County Service

The Contractor will provide all telephone equipment and pay all costs for its maintenance and use. As discussed under Customer Service in Section 2.9.1 below, the County will release to the Contractor three telephone land lines currently in use for customer service purposes. The Contractor is responsible for paying all expenses associated with local and long distance telephone use and for providing its own DSL connections.

GRTA Xpress Service

GRTA shall provide telephone service required for Xpress Operations.

Electronic Destination Signs – GRTA and the County shall provide the electronic destination signs for the fixed-route buses. The Contractor will maintain electronic destination signs and program/change destinations as necessary.

2.9 CUSTOMER SERVICE

The Contractor will operate a Customer Service Program, which accomplishes the following:

2.9.1 Customer Inquiries, Complaints, and Commendations

A main focus of the Customer Service Program is the handling of all customer/public inquiries, complaints or commendations received by mail, fax, e-mail, phone, or in person. The Contractor also will be responsible for following up on citizen complaints or other calls referred to them by the County for GCT transit service. The Contractor shall make special efforts to respond to customer service requests from disabled persons who are deaf, hard of hearing, speech disabled, or have other disabilities, and from persons with limited English proficiency. GRTA will maintain the current structure for Customer Service which is housed in our main office at 245 Peachtree Center Ave. Suite 400, Atlanta GA 30303.

The Contractor shall provide Customer service Monday through Friday from 6:00 AM to 8:00 PM and on Saturday from 7:00 AM to 8:00 PM.

All inquiries, complaints, or commendations shall be entered into an electronic customer service database, management and reporting system. The comments are to be routed to the appropriate department for research and follow-up action. All complaints shall be initially responded to within three (3) business days (Sunday excluded) from complaint receipt; if the complaint cannot be resolved within this time frame, the customer will be notified that the complaint has been received and is being investigated. A completed investigation and follow-up response (telephone or email) will be provided to the customer within seven (7) business days from complaint receipt. The Contractor shall email or email copy the appropriate County staff on communications with the customer regarding resolution of complaint. On a monthly basis, the County may conduct a 10% random callback of all complaints received.

An important requirement of the program is the supervision of information responses to assure quality control, accuracy and customer service. In addition, the Contractor shall monitor and schedule personnel necessary to effectively respond to incoming calls at a quality and level consistent with customer demand.

The Contractor shall provide to the County a plan for ensuring that all Customer Service Representatives are sufficiently trained to provide the highest quality of customer service. This plan shall include but is not limited to:

a. Ensuring that all fixed route express and local, and paratransit customer service representatives are knowledgeable of all aspects of the GCT service including routes, fares, and special programs.
b. Ensuring that all customer service representatives are sufficiently trained in the area of phone etiquette.

The Contractor shall install and maintain telephone equipment to handle 12,000 calls per month and will meet or exceed incoming call volumes up to 1,500 per day and 190 calls per hour. The County will release the existing GCT telephone number in the directory (770.822.5010) to the Contractor for continuity.

The County shall provide a call accounting system that will provide information on the number of calls answered, the average length of time callers are on hold, the number of calls abandoned and the number of calls on hold for more than two minutes.

The Contractor is required to review all call accounting system reports and monitor call-taking performance on a monthly basis to ensure that calls are answered promptly.

If the call accounting system is not working properly, the Contractor is to use other means to monitor call-taking performance.

2.9.2 Reporting of Communications with GCT Customers

The Contractor shall provide a comprehensive monthly report to the County of all communications (both received and sent) between GCT customers and the Contractor. The report is to be organized by date, customer name, employee number, customer comment category, and route and trip number. Follow-up actions taken to address customer concerns must also be described in this report. The report shall be in a format to be approved by the County.

All complaints more than seven (7) business days old that have not resulted in a completed investigation and follow-up response to the customer (either by telephone or in writing) must be specifically identified in the report with a corresponding action plan.

This report shall be forwarded to the County within five (5) calendar days from the close of the previous month.

The proposer shall provide a sample of proposed customer service reports indicating how complaints would be categorized and retained for the County’s analysis on a monthly basis.

2.9.3 Ticket/Pass Sales Program (Gwinnett County service only)

The Contractor will sell GCT tickets/passes and Breeze media fare for all GCT services at the Customer Service Center during business hours, as well as GCT tickets/passes two (2) days per month at all park and ride lots. The County also may add additional locations where the Contractor shall sell media fare. The County reserves the right to modify the hours of ticket and pass sales.

The Contractor will accept payment by cash, check, money order, and electronic payment format. A mail-in ticket and pass program also is to be provided.

The Contractor also is required to administer a ticket and pass Consignment Program to Transportation Management Associations and major employers.

All revenues from the media fare sales are to be included in the passenger fare deposits and belong to the County. The Contractor must provide complete accountability to the County for this program. A periodic inventory of tickets and passes will be conducted quarterly, or at the County’s request. The Contractor is responsible for ticket inventory control. If the inventory of tickets and passes indicates missing tickets or passes, the Contractor will be required to reimburse the County the face value of the ticket or pass.
2.9.4 Schedules, Maps, Passes, Tickets, Transfers (Gwinnett County service only)

The County, or its designee, shall prepare, print and provide to Contractor all passes, tickets, and like materials (including Breeze card stock) required by GCT operations. The Contractor shall be responsible for the design and printing of all schedules, system maps, rider’s guides, transfers, and like materials required by Gwinnett County transit operations. The Contractor shall submit all print items to the County for approval of content and design 30 days prior to printing.

The Contractor shall store, inventory, distribute and disseminate such materials in accordance with the provisions of this Contract and any directions supplemental thereto provided by the County. The Contractor shall be responsible for the monetary value of the passes, tickets, and transfers in its possession.

2.9.5 Half Fare Program (Gwinnett County service only)

The Contractor is responsible for issuing photo identification GCT Half fare Breeze cards to seniors (65 or older) and disabled individuals (those who do not qualify for ADA services) under the guidelines associated with the GCT Half Fare Program. The cards will be issued at the Customer Service Center. The County will provide the Breeze photographic/validating equipment and the Breeze card stock to the Contractor. The Contractor shall be responsible for managing the Half Fare Program and maintaining accurate and up to date files on all passengers who have been issued Half Fare Identification Cards. This information shall be maintained on a computerized database. The Contractor shall recertify half fare passengers on a yearly basis. The recertification shall be completed within 60 days from the beginning of the new calendar year.

2.9.6 Lost and Found Program

The Contractor will be responsible for operating a Lost and Found Program and shall manage all goods and personal items lost and found on the buses or at the transit facilities. This may include fielding inquiries on the phone or in person. Lost and found items are to be held in a secure location and are to be held for sixty (60) days (unless the item is of great value). Items of great value shall be reported to GRTA or the County responsible for the service where the item was found, and held until further notice. After 60 days, all items must be inventoried and turned over to GRTA or the County for proper disposal.

2.9.7 Customer Service Center (Gwinnett County service only)

The Contractor will be responsible for leasing accessible customer service office space within reasonable walking distance (not to exceed ¼ mile) of the Gwinnett Transit Center, or other feasible location along local route 10. The existence of such facility will be incorporated in proposer’s Customer Service Program costs. All expenses of this site, including utilities, will be borne by the Contractor. The current contractor leases approximately 2,161 sq. ft of office space for approximately $2,500 per month for the customer service center at 3525 Mall Boulevard, Suite 5-C, Duluth, GA 30096.

2.10 REVENUE COLLECTION, RECONCILIATION AND DEPOSIT

GRTA and Gwinnett County own all fare collection equipment on their respective vehicles. The Contractor will be responsible for all phases of revenue collection and processing for GCT service. Contractor will be responsible for collection of fares and vaulting. GRTA is responsible for the cash counting and transport of money to the designated bank. Upon completion of the South Ops and Maintenance facility, GRTA may elect to have the Contractor provide cash counting services. Proposers shall submit cost estimates with their bids and a copy of their proposed cash handling procedures. GRTA will be responsible for cash transport to the bank Proposers shall provide a detailed revenue collection plan with their technical proposals to ensure that revenue collection, reconciliation, reporting, and deposit procedures meet industry standards and conform to local and federal requirements.
• All revenue collected by the Contractor for all GCT fixed route express, local and paratransit service is the property of the County and for all GRTA Xpress service Northeast all revenue collected is the property of GRTA.

• The Contractor shall reimburse GRTA or the County for any revenues missing or stolen from vehicles or facilities.

• The County will establish the fare structure for the GCT system. GRTA will establish the fare structure for the GRTA Xpress system. Any changes to the fare structure, authorized by the County or GRTA, will be implemented by the Contractor in the manner and at the time prescribed by the County or GRTA for each respective system.

• Drivers shall be required to ensure that each patron pays the appropriate fare prior to being provided transportation services.

• Drivers will not handle cash or make change for passengers.

• If a passenger is unable to deposit a fare into the farebox due to a disability, the driver may assist the passenger.

• Drivers will record ridership counts by passenger categories using the electronic farebox or driver’s manifests on paratransit vehicles where electronic farebox is not installed.

• The Contractor shall maintain the security of the fareboxes on the buses and the associated revenue collection system. Drivers will immediately report to dispatch all problems arising with the farebox including the coin mechanism, dollar bill mechanism power supply boards, logic boards, and keypads. The Contractor is to immediately take actions to fix the farebox problem, either by providing verbal directions to drivers, dispatching a supervisor or maintenance personnel to the bus, or taking the bus out of service.

• Contractor service personnel will probe the fareboxes at the probing station and will place the cash boxes in the vault. Accurate records will be kept of the cash boxes removed and replaced for each bus. Any problems with these procedures shall immediately be reported to dispatch. Dispatch will then secure the assistance of supervisory or service personnel to complete these tasks.

• When paratransit fareboxes are used, paratransit supervisors will take paratransit fareboxes off the vehicles with they return to the garage and place them in the vault room.

• Money is not to be left in any revenue vehicle overnight or when the vehicle is transported to an off property garage or site.

• When used, paratransit drivers are to complete and sign their driver’s manifest, which includes the revenue, tickets and passes collected from each passenger.

• The Contractor, subject to approval by the County, shall provide for security of vaults, vault pulling area, and revenue on-hand (particularly between the Friday and Monday collection of revenue); and shall designate a room for the counting of revenue money at each of the Contractor’s operations and maintenance facility.

• Revenue is to be counted daily by staff, independent from paratransit and fixed route express and local route operations. There must be a minimum of two staff members in the count room at all times during the count. A surveillance system will record activity in the count room at all times. The Contractor will provide the surveillance system. The revenue is to be totaled by fare category and separated between GRTA Xpress, GCT fixed route express, GCT fixed route local and paratransit. Revenue is to be reconciled daily with the farebox records – GFI report for fixed route and driver’s manifests when used for paratransit. Initially, GRTA will
continue to have revenue collection service provided by a third-party. Upon occupancy of the new facility on the southside, GRTA may opt to have the Contractor provide revenue counting services for the Northeast and South side operations.

- The County and GRTA in effect operate dual fare collection systems with the GFI electronic farebox and the regional Breeze smartcard option. The Contractor shall record Breeze ridership counts and revenues counts. The Contractor shall reconcile total ridership counts and total revenues recorded and collected by the two systems.

- Contractor shall investigate all discrepancies with an explanation report to GRTA or the County. This report must be received within two business days of the discrepancy.

- The Contractor shall subcontract with an armored car company for collection of revenue once a day Monday through Friday. The Contractor shall deposit GCT farebox revenue in a designated County bank account. The Contractor shall deposit GRTA Xpress revenue in a bank designated by GRTA.

- The Contractor shall provide daily, monthly, and annual revenue reconciliation reports.

The Contractor is to regularly review procedures and their implementation to ensure that the process is being administered properly and that all revenue is reported and handled in a manner that meets GRTA, County and federal requirements.

The County and GRTA reserve the right to conduct audits of the Contractor’s revenue collection procedures and reports.

### 2.11 CONTRACTOR’S PERSONNEL

The Contractor is responsible for developing an organization and personnel plan for the operation and for all the responsibilities relating to the employment, training and supervision of the employees.

#### 2.11.1 Wages and Policies

The Contractor shall be solely responsible for the satisfactory work performance of all its employees and subcontractors. The Contractor shall be solely responsible for establishment and payment of wages and benefits for its employees and shall cause the withholdings to be made as required in the performance of the 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.

Employees of the Contractor shall not be considered employees of GRTA or the County and the Contractor’s employees shall not be entitled to participate in any wage and benefit package provided by GRTA or the County to its employees.

The Contractor shall hold GRTA and the County harmless from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices.

#### 2.11.2 49 USC Section 5333(b) Agreement (Formerly Section 13C)

The Contractor shall have financial liability for any Section 13(c) claims or obligations that are created by acts or omissions of the Contractor that are not directed by the County or GRTA. (Section 13(c) of the Federal Transit Act is currently codified in 49 U.S.C. §5333(b).) The Contractor agrees it is bound to the terms of the 13(c) Agreement. In addition, the Contractor shall cooperate with the County and GRTA (including the provision of payroll records and other information) in the resolution or defense of any 13(c) claims or disputes, and in the implementation of any Section 13(c) remedies.
The Contractor shall not assist or encourage any employee to file or otherwise pursue a Section 13(c) claim against the County or GRTA, or take any action which is contrary to the interests of the County or GRTA under Section 13(c) or its Section 13(c) arrangements or agreements, relating to the termination of services under this Contract, any future transition from the Contractor to another service provider, or any other action or event relating to the Contract. If the Contractor fails to comply with this obligation, the Contractor shall be financially liable for all costs incurred by the County and GRTA (including attorneys’ fees) associated with any Section 13(c) claims or delays in the receipt of federal grants.

2.11.3 Personnel and Organizational Plan

The proposer will provide GRTA and the County with a personnel plan identifying staffing levels for each operations and maintenance facility. The plan shall identify staff by department and include an organizational chart and documents that clearly show management, supervisory, dispatch and other functions, duties and responsibilities by location. The staffing levels and organization need to enable the delivery of a public transportation service that meets GRTA and the County’s goals.

As conditions change during the life of the Contract, the Contractor is required to develop revisions to this plan to ensure the delivery of quality transit service. The Contractor shall also provide GRTA and the County with policies and procedures that govern the Contractor’s methods of management and operation. GRTA and the County reserve the right, given cause, to reject management and operational procedures.

2.11.4 Management

The proposer will supply job descriptions and resumes for management or supervisory positions dedicated to this project. GRTA and the County reserve the right to approve each member of Contractor’s management staff and to require the Contractor to add or eliminate management positions.

Once approved by GRTA and the County, the Contractor’s key management personnel shall not be reassigned for at least twelve (12) months, unless GRTA or Gwinnett County exercise its right to demand removal from the project, for reasonable cause, any of Contractor’s key personnel.

The Contractor is required to fully staff those key positions proposed in its submittal. Any change in the General Manager, Operations Manager, Maintenance Manager, or other top-level management shall require prior written consent by GRTA and the County. Contractor shall have a maximum of 30 days to fill any vacant staff positions (key personnel, office management, administrative, or support staff).

The Contractor shall provide management staffing at a level and capability sufficient to oversee its functions and employees. Specific management positions required include:

**General Manager** – The Contractor shall designate a full-time General Manager who shall provide overall management and supervision of both the GRTA Xpress and GCT transit services under the terms of the Contract. Because the role of General Manager is critical to the success of the operations, the proposer must identify a permanent General Manager candidate. GRTA and the County reserve the right to approve or reject the General Manager candidate at its discretion.

The General Manager shall provide a pro-active management approach and environment and shall work cooperatively with GRTA and County staff in matters relating to service quality, providing operational and other data as described in this RFP, responding to comments from passengers and the general public, and responding to specific requests for other assistance as the need arises.
The General Manager must have a minimum of ten years in public transportation operations, including experience in fixed route express and local and paratransit service operations; and shall have at least five years of upper level supervisory experience.

The Contractor shall assure GRTA and the County that the General Manager designated for this project will not be replaced without the written consent of GRTA and the County. Should the services of the General Manager become unavailable to the Contractor, the resume and qualifications of the proposed replacement shall be submitted to GRTA and the County for approval as soon as possible, but in no event later than ten (10) working days prior to the departure of the incumbent General Manager, unless the Contractor is not provided with such notice by the departing employee. GRTA and the County shall respond to the Contractor within three (3) working days following the receipt of these qualifications concerning acceptance of the candidate for the replacement General Manager.

The departing General Manager will adequately brief any new General Manager of ongoing and upcoming issues. The office of the General Manager will be physically located at the Contractor’s operations and maintenance facility. The General Manager will be expected to remain at the facility or otherwise within the GRTA/GCT service area as appropriate to the maximum extent possible. At all times, the General Manager, or an Operations Manager designated to act on behalf of the General Manager, shall be available either by phone or in person to make decisions regarding day-to-day GRTA and GCT operations or provide coordination as necessary, and shall be authorized to act on behalf of the Contractor regarding all matters pertaining to the Scope of Work.

**Operations Manager** – The Contractor shall designate a full-time Operations Manager who shall provide management and supervision of transit system operations functions under the terms of the Contract. GRTA and the County reserves the right to approve or reject the Operations Manager candidate at its discretion.

The Operations Manager shall provide pro-active management and supervisory skills to ensure the performance of Contractor operations duties and responsibilities.

The Operations Manager shall have a minimum of six years in public transportation operations, including experience in fixed route express and local and paratransit service operations; and shall have at least three years of supervisory experience.

Should the services of the Operations Manager become unavailable to the Contractor, the resume and qualifications of the proposed replacement shall be submitted to GRTA and the County for approval as soon as possible, but in no event later than five (5) business days prior to the departure of the incumbent Operations Manager, unless the Contractor is not provided with such notice by the departing employee. GRTA and the County shall respond to the Contractor within three (3) business days following the receipt of these qualifications concerning acceptance of the candidate for the replacement Operations Manager.

**Maintenance Manager** – The Contractor shall designate a full-time Maintenance Manager who shall provide management and supervision of transit system maintenance functions under the terms of the Contract. GRTA and the County reserve the right to approve or reject the Maintenance Manager candidate at its discretion.

The Maintenance Manager shall provide pro-active resource management, including, but not limited to: preventive maintenance scheduling and supervision, repair supervision, technical training, and other such activities as may be necessary to ensure the performance of Contractor maintenance duties and responsibilities.

The Maintenance Manager shall have a minimum of five years experience managing the maintenance functions of a diesel/CNG bus shop similar in size and complexity to the services herein described; a minimum of five years journeyman level experience with large and small diesel diesel/CNG bus engines, transmissions and related component air, hydraulic, electrical and other systems, fire suppression and other safety systems, air conditioning systems, wheelchair lifts and ramps, destination signs and other electronics, and GFI electronic farebox systems; and a minimum of five years experience supervising the work of other maintenance personnel.
Should the services of the Maintenance Manager become unavailable to the Contractor, the resume and qualifications of the proposed replacement shall be submitted to the County for approval as soon as possible, but in no event later than five (5) working days prior to the departure of the incumbent Maintenance Manager, unless the Contractor is not provided with such notice by the departing employee. The County shall respond to the Contractor within three (3) working days following the receipt of these qualifications concerning acceptance of the candidate for the replacement Maintenance Manager.

**Other Management /Supervisory Staff** – Other key personnel shall include, but are not necessarily limited to, Customer Service Manager and Safety Manager. The Ops Manager and Maintenance manager may be duplicated if the selected proposer feels it is necessary to cover multiple facilities. The proposer should offer candidates with appropriate qualifications and relevant experience for other respective management positions. GRTA and the County reserve the right to approve or reject the key management candidates.

### 2.11.5 Operators and Field Supervisors

Revenue 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) Class B with the appropriate Passenger endorsement, medical certificate, and Homeland Security Highway Watch Program certification.

Vehicle operators must be trained in all operational procedures relating to the transit system. Training must include techniques for dealing with the public in a helpful and courteous manner.

While performing their duties, revenue vehicle operators and supervisors must wear a uniform that displays the employee’s name or other means of identification (e.g., badge number). The Contractor’s employees shall provide their names and badge numbers to the public if requested. At all times while on duty, operators and supervisors will wear a watch synchronized with the clock used by Dispatch, i.e. the National Bureau of Standards clock or CAD/AVL.

A Street Supervisor fills the following role: Provides support and assistance to bus operators in the performance of their daily duties in order to maintain a safe, efficient and reliable transit system. Monitors bus service and investigates and analyzes situations which impact or may impact bus service. He or she communicates information and/or recommendations to appropriate management personnel when needed. Interacts with management, bus operators, other employees, passengers and the public to coordinate problem resolution, provide information, carry out assignments and maintain high quality and timely transit service. This is a safety sensitive position subject to the rules and regulations of the Drug and Alcohol Policy.

**DUTIES/RESPONSIBILITIES:**

- Conducts self in an appropriate manner as a representative of the Contractor, GRTA and the County working effectively in a diverse work environment.
- Investigates accidents, incidents, disputes and disturbances as assigned, in accordance with policy, and in conjunction with involved authorities.
- Monitors and coaches operator performance and behavior; models passenger interaction skills, coaches operators in use of time, checks and instructs periodically on proper revenue, transfers and farebox data collection, and recommends training or retraining, as appropriate to ensure compliance with safety policies.
- Conducts time point and passenger load checks to ensure schedule and route efficiency.
- Re-schedules buses due to disruptions in service, in conjunction with dispatch and as appropriate.
- Audits service, routes and road conditions and recommends alternate routes to dispatch or suggests service improvements to supervisors, as appropriate. Recommends adjustments to running time or additions/deletions to schedules and routes to ensure quality service.
- Writes reports regarding service disruptions, security incidents and operator performance/behavior in accordance with policies and procedures. May assist operators in filing of reports.
• Assists in the processing and follow-up of customer service complaints and requests.
• Assesses ability of operators to continue in service when investigating accidents, incidents and potential substance abuse problems.
• Works with security and police agencies regarding assaults, disturbances, and undercover operations.
• Routinely visit Park and Ride lots, making note of any outstanding issues that need to be addressed
• Coordinates problem resolution among GRTA, the County and other private contractor operators, management, passengers and the public.
• Performs as assigned during special events and snow emergencies to minimize service disruption. Works with GRTA and the County to assist with detours affecting contracted service, including, but not limited to, notifying passengers of detour routing, transporting passengers, posting notices, checking Park and Ride lots for accessibility, and directing bus operators.
• Prioritizes assignments and organizes time.
• Performs physical work as needed, such as sanding icy streets or Park and Ride lots, assisting stuck/sidetracked buses, helping wheelchair passengers on or off buses, etc.
• Inspects buses for general appearance, safety compliance and maintenance condition. Drives buses and other equipment as required.
• Conducts individually or in conjunction with GRTA and the County; fare inspections, accident investigations, policy adherence campaigns, and assists in drug and alcohol program, special campaigns as needed.
• Sets up short term detours and communicates detour information with GRTA and the County.
• Monitors traffic congestion, and directs bus movement in downtown or at Park and Ride locations.

The Contractor must have a sufficient number of operators, dispatchers, and supervisory staff available to provide service according to the requirements detailed in the Scope of Work/Services and to manage the day-to-day operations on the street.

2.11.6 Maintenance Personnel

The Contractor shall employ (or subcontract) personnel to perform maintenance on GRTA and County vehicles, equipment, and facilities. GRTA and the County require the Contractor to use ASE-certified technicians. GRTA and Gwinnett County reserves the right to approve or reject a sub-contractual relationship for the maintenance of its equipment. If the proposer wishes to provide maintenance via subcontract, GRTA or the County will require evidence of the maintenance subcontractor’s capability and experience with transit rolling stock and/or the subject equipment.

The selected Contractor shall demonstrate that it has sufficient numbers of qualified maintenance personnel employed to conduct maintenance on the assigned Xpress and GCT vehicles. GRTA and the County reserve the right to request the Contractor remove from activities associated with the Contract any employee that fails to meet the performance standard for this position as determined by GRTA and the County. Contractor must maintain the mechanic/technician-to-bus ratio as stated in the Contractor’s response to the RFP throughout the term of the Contract.

Examples of proof of qualifications are, but not limited to, the following:

• ASE Certifications, particularly in Heavy Duty Vehicles or Transit Certifications.
• Certifications from various OEMs or sub-tier suppliers. (Examples are Cummins or Detroit Diesel engine certifications, Allison transmission certifications, Carrier HVAC/609 certifications, electronic troubleshooting certifications, air brake OEM course certifications, etc.).
• Safety certification.
• Demonstrated proficiency in conducting Preventive Maintenance Inspections.
• In house vehicle records that show miles between failure, open work requests, and/or customer complaints for mechanical failures.

Maintenance personnel assigned to work on assigned GCT vehicles and County-owned equipment shall have thorough knowledge of:

• Large and small diesel diesel/CNG bus engines, transmissions and related component air, hydraulic, electrical and other systems, fire suppression and other safety systems, air conditioning systems, wheelchair lifts and ramps, destination signs and other electronics, and GFI electronic farebox systems.
• Methods and procedures used in servicing mechanical equipment including CNG buses and related CNG fueling compressors and equipment.
• Vehicle chassis and bodies.
• Tools, precision instruments, equipment, and procedures used in the general repair and maintenance of vehicle equipment.
• Decimals, fractions, and specifications related to vehicle maintenance.
• Fire suppression systems and other on-board safety systems.
• Shop safety policies and procedures.

In addition, maintenance personnel must be skilled at performing the following duties:

• Conducting preventive maintenance inspections and completing the associated documentation.
• Inspecting, diagnosing, and repair of vehicle engines, transmissions, and related component air, hydraulic, electrical and other systems, fire suppression and other safety systems, air conditioning systems, wheelchair lifts and ramps, destination signs and other electronics, and GFI electronic farebox systems.

All maintenance personnel must receive a minimum of 40 hours of training per year. This training may include Contractor or vendor-provided refresher/update training on various aspects of bus maintenance and/or GRTA/County provided maintenance classes. Contractor must provide documentation on an annual basis of all maintenance training provided during the year. This information must be provided electronically and must include detail on training topics and hours of training.

Maintenance personnel must maintain a minimum number of ASE certifications as noted below. These certifications must be obtained by the end of the first year of the Contract.

“A” Mechanic/Technician – 3 certifications
At least one ‘A’ Mechanic/Technician shall have one or more of the following certifications:
• H2 – Diesel Engines
• H3 – Drive Train
• H6 – Electrical/Electronic Systems
• H7 – Heating Ventilation & Air Conditioning

“B” Mechanic/Technician – 1+ certifications
At least one ‘B’ Mechanic/Technician shall have one or more of the following certifications:
• H4 – Brakes
• H5 – Suspension & Steering
• H8 – Preventive Maintenance & Inspection

“C” Mechanic/Technician – 0 certifications
It is preferred that all ‘C’ Mechanic/Technician shall have at least the following certifications:
• H8 – Preventive Maintenance & Inspection
Staff charged with Maintenance of GFI fare systems equipment should complete GFI factory training on repair of fare boxes and TRIM units.

Staff charged with Maintenance of Braun and Ricon wheelchair lifts or ramps should complete factory training on repair and maintenance of the wheelchair lifts.

Staff charged with Maintenance of the Amerex Fire Suppression equipment should complete Amerex factory training on repair and maintenance of the fire suppression system.

If required, staff charged with Maintenance of Breeze fare systems equipment should complete Breeze factory training on repair of fare boxes and LV units.

2.11.7 Employee Screening and Selection

The Contractor shall use appropriate screening and selection criteria to employ all staff. A detailed method for the selection of all employees must be developed and approved by GRTA and the County prior to service start-up. The selection method must identify a process for evaluation minimum requirements. The following shall be addressed in the screening and selection program:

- Proven ability in the area of customer service. This is vital to the delivery of quality transit services.
- Review of driving ability for all employees operating transit vehicles.
- Background checks.
- References of past employment.
- Drug and alcohol testing for safety sensitive employees.
- Job related requirements for each position.

2.11.8 Employee Training

The Contractor shall develop, implement and maintain a formal training and retraining program that shall be subject to review and approval by GRTA and the County. All operations, dispatch, maintenance, customer service, supervisory and management employees shall participate in the program.

An important part of the program will be a Customer Relations component. All employees having contact with the public must complete the Customer Relations course. The purpose of the course is to help provide employees with skills in providing quality customer service to passengers and the public.

Dispatchers, telephone operators, supervisors, and any other personnel who may, from time to time, be assigned to telephone information or paratransit reservation lines shall be trained in customer relation skills, telephone manners, accident/incident procedures, and all operating policies. Operations control personnel assigned to paratransit trip scheduling and vehicle dispatching duties shall have a detailed knowledge of the applicable procedures, professional techniques, and rules regarding the GCT paratransit program.

2.11.8.1 General Requirements

As part of the training program, the Contractor shall prepare and distribute a Driver’s Manual to all operators, dispatchers, telephone operators and supervisors. Contents of the Driver’s Manual shall include, but not be limited to, the following subject areas: driver’s rules; accident/incident policies and procedures; safety and security policies and procedures; communication policies and procedures; passenger interaction; courtesy; personal safety; electronic and manual farebox policies and procedures; video surveillance policies and procedures; fog and inclement weather policy; vehicle inspection, care and maintenance policy and procedures; reporting procedures and sample forms. Three copies of the Drivers Manual shall be forwarded to the County prior to service start-up. Any updates to the manual must be provided promptly to the County.
At a minimum, all new-hire training (for every position) shall include policies, procedures, ADA requirements, conflict resolution, safety, and customer service. The Contractor shall provide on-going training of a minimum of four (4) hours every six (6) months. On-going training shall primarily focus on safety and customer-oriented topics. The Contractor’s supervisors will receive training to assist with identification and appropriate handling of employee/subcontractor drug and alcohol problems.

The Contractor shall maintain current documentation of completed training sessions for all employees and schedules for future training sessions. The documentation will be provided to the County upon request.

### 2.11.8.2 Revenue Operation

The Contractor shall provide bus and paratransit programs of driver training in vehicle operation, safety, passenger assistance techniques, passenger relations, fare collection, route and schedule orientation, and on-time performance prior to permitting any driver to operate any vehicle in revenue service. The Contractor must certify in writing, by name, each individual operator as having satisfactorily completed all requirements and training courses prior to allowing that individual to operate a vehicle in revenue service. This certification shall require a minimum of eighty (80) hours of training for each operator, full and part-time. The exception shall be any person for whom the Contractor can provide written documentation of both one year of experience as an operator for the Contractor in a different location and at least forty (40) hours of formal training by the Contractor at Gwinnett County’s operation.

The minimum eighty (80) hours shall include the eight (8) hour minimum National Safety Council Defensive Driving Course or equivalent, with satisfactory scores. It shall also include a minimum of thirty-two (32) hours of wheel time, including at least two round trips on each local route and one round trip on each express route. Each operator shall operate all types of revenue vehicles during training. At least eight (8) hours of classroom instruction shall be performed for each of the following categories:

- Passenger relations.
- Accident reporting procedures.
- Communication procedures and codes.
- Schedules, routes, fares, farebox procedures.
- ADA regulations for fixed-route operations.

To maintain each individual operator’s certification, the Contractor must provide and document annual refresher training of at least eight (8) hours for each operator covering passenger relations, operating procedures, ADA regulations and equipment operation. Additionally, the Contractor’s trainer shall conduct and document an on-board evaluation with each operator. Each ride check shall be a minimum of one hour and shall be conducted every three months on each operator.

The Contractor is responsible for training all fixed route operators on the requirements for public transit as set out in the Americans with Disabilities Act of 1990, as amended, and in the regulations of U.S. Department of Transportation at 49 CFR Part 37 implementing ADA requirements. A comprehensive, ongoing training program shall be developed and implemented by the Contractor addressing fixed-route ADA requirements. The County and GRTA will strictly enforce compliance with the ADA law and will establish performance standards to ensure the Contractor’s employees are responsible in this area.

Paratransit training will include all requirements identified for fixed-route operators. In addition to the training requirements previously identified, paratransit operators will be required to complete additional sensitivity training related to transporting persons with disabilities. This training shall be more comprehensive than the general sensitivity training programs, emphasizing the ADA requirements, sensitivity, boarding and wheelchair securement skills, and will provide a higher awareness of the various disabilities.

### 2.11.8.3 Maintenance
The Contractor shall provide technical training for all maintenance personnel necessary to ensure a consistent level of current, thorough knowledge in the maintenance and repair of the assigned vehicle fleet including, but not limited to, air conditioning systems, wheelchair lifts and other ancillary equipment. The selected Contractor shall provide a technical training schedule along with course descriptions for all maintenance personnel, including the Maintenance Manager.

### 2.11.8.4 Other

Dispatchers, telephone operators, supervisors, and any other personnel who may from time to time be assigned to telephone information or the paratransit service request line shall be trained in customer relations skills, telephone manners, accident/incident procedures and operating policies.

### 2.11.9 Supervision

The Contractor’s supervision program must ensure that a high quality level of service is being delivered to Xpress and GCT passengers at all times. Supervisor staffing levels, in all departments, should be evaluated carefully by the Contractor to meet the above goal. Supervisors must have and maintain a Commercial Driver’s License Class B with a passenger endorsement. Supervisors shall complete or already be certified in the National Incident Management Systems training program within the first year of contract award. Supervisors are required to have the following courses completed within the first year (ICS) classes 100, 200, and 300.

The Contractor must document and report to GRTA and the County all instances where supervisors and dispatchers are used as operators. The Contractor must develop a plan for ensuring adequate supervision in these instances.

Additionally, every three months, or at the direction of GRTA and the County, the Contractor shall conduct spot checks of all supervisors in the field to evaluate the performance of each supervisor and provide GRTA and the County a copy of the spot checks.

### 2.12 UNIFORMS

The Contractor shall provide standardized uniforms for all operators, supervisors, lot attendants, and maintenance personnel. GRTA and the County shall determine the uniform policy. The Contractor may not alter or replace uniform parts without the express approval of GRTA and the County. The Contractor shall supply GRTA and the County with a plan for the proposed uniform pieces and supplier. However, the system logo, name, and colors are determined by GRTA and the County.

While in service, or when performing other GRTA or GCT work related duties, vehicle operators, supervisors, and lot attendants must remain in the approved uniform and maintain a clean, neat and professional appearance. Each operator and supervisor also must adhere to a code of personal grooming and hygiene established by the selected Contractor in conjunction with GRTA and the County. GRTA or GCT uniforms may not be worn while personnel are off duty, except while traveling to and from their residence. Minor stops (e.g. service station, cleaners, grocery store, etc.) are authorized while in route to the operator’s residence. Uniforms may not be worn in establishments that sell alcoholic beverages.

As managers set the example for their employees, managers should pay particular attention to their attire, and shall be clean and professionally dressed at all times.

### 2.13 EQUAL EMPLOYMENT OPPORTUNITY (EEO) AFFIRMATIVE ACTION

The Contractor must develop and implement an EEO and Affirmative Action program that meets or exceeds all federal, State and County regulations and policies.
2.14 PROGRESSIVE DISCIPLINARY POLICY

The Contractor shall provide GRTA and the County with a copy of their Progressive Disciplinary Policy. The policy should be detailed in the type of violations and penalties for violations. The Contractor shall follow their progressive disciplinary policy.

2.15 ADA REQUIREMENTS

The Contractor will be responsible for compliance with all public transit requirements related to the Americans with Disabilities Act (ADA), including the policies, regulations and training of all operators in the safe use of all ADA vehicle equipment. Requirements include, but are not limited to, operation of the wheelchair lift equipment, wheelchair tie-down procedures, wheelchair lift standee policies, operation of bus kneeling and ramp features, requirements for stop announcements, boarding and securing of mobility devices, service animal regulations, first aid, CPR and an awareness of a variety of disabilities and the medical symptoms or risks associated with them. The program shall also include an extensive Sensitivity Training Program. The Contractor shall provide an outline of the ADA and Sensitivity Program that is provided for new hires and as on-going refresher training for employees.

2.16 DRUG AND ALCOHOL TESTING

The Contractor shall establish a drug policy and program that, at a minimum, complies with USDOT and Federal Transit Administration requirements and other drug testing rules and regulations as are required now, or may be required in the future, by State and federal agencies.

In accordance with “Option 2” of the federal Drug and Alcohol Testing requirement (included in Attachment B for proposer acknowledgement and agreement), the Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 655 and 40, produce any documentation necessary to establish its compliance with Parts 655 and 40, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Georgia, Georgia Regional Transportation Authority or Gwinnett County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and 40 and review the testing process.

The Contractor agrees further to certify annually its compliance with Parts 655 and 40 before December 31 of each year and to submit the Management Information System (MIS) report before February 15 of each year to the Georgia Regional Transportation Authority – Chief Human Resources Administrator and the Gwinnett County Department of Transportation - Transit Operations & Maintenance Coordinator, prior to transmitting it electronically to FTA before March 15 of each year.

To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

2.17 SECURITY AND EMERGENCY MANAGEMENT

The Contractor shall be responsible for achieving the highest practical level of security for Xpress and GCT passengers, assigned fleet vehicles, equipment and facilities including the Contractor’s operations and maintenance facilities, the Gwinnett Transit Center, and park and ride lots. GRTA Xpress will continue to provide security services at Xpress park and ride lots, as needed. A current concern at the GCT park and ride lots is patron vehicle break-ins and theft. In response, Gwinnett County is requiring lot attendants at the I-985, Sugarloaf Mills, and Indian Trail park and ride lots that will perform both security and maintenance functions (see Section 2.8.2.1). The County reserves the right to add facilities in the future. GRTA currently provides security services at selected Park

...
and Ride lots. GRTA reserves the right to have the Contractor take over the function of providing lot attendants at Xpress park and ride locations during the term of this Contract.

The Contractor shall develop and maintain security and emergency management plans that address policies, procedures, elements and systems disseminated by the Department of Homeland Security’s Transportation Security Administration and the Federal Transit Administration.

In response to this RFP, the proposer shall provide a general outline for the plans, and describe development process and the schedule for full implementation including initial and on-going training for all employees.

2.18 SAFETY

The Contractor shall be fully responsible for ensuring that the safety of passengers, personnel, members of the public, the assigned fleet vehicles, equipment and facilities are maintained at the highest practical level throughout the term of this Contract.

The Contractor will develop and implement an ongoing System Safety Emergency Program Plan that addresses policies, procedures, elements and systems disseminated by the Federal Transit Administration. In response to the RFP, the proposer will submit its written safety policy and detailed system safety program plan document for review and approval by GRTA and the County.

The use of cellular phones and other personal communication devices while operating a revenue vehicle is prohibited. In response to the RFP, the proposer will submit its corporate policy on communication and electronic devices for review and approval by GRTA and the County.

The System Safety Emergency Program Plan must, at a minimum, require mandatory quarterly safety meetings and meet all applicable federal, State and local regulations. All personnel of the Contractor are required to participate in the System Safety Emergency Program Plan.

The following areas are to be included in the System Safety Emergency Program Plan:

- Program elements and how safety is incorporated into the organization; what kinds of emphasis is placed on safety; how the safety program is managed; and how various responsibilities are communicated to personnel at all levels.
- Investigation procedures for major incidents; what circumstances and conditions determine which incidents will be investigated; who does the investigation and to whom do reports go; and what follow-up action is taken and by whom.
- Baseline and ongoing process for identifying key safety issues and how they are addressed.
- Baseline and ongoing process for hazard identification and resolution; and when corrective action is needed, how is it initiated and followed up.
- Accountability for safety and how it is carried out, e.g. job description inclusion, clear lines of responsibility, part of annual personnel evaluation, etc.
- Comprehensive safety training program; the elements; and who conducts training and what is included in the program.
- Process for compiling and submitting monthly NTD safety data.

2.19 USE OF VEHICLES/GRTA AND GWINNETT COUNTY ASSETS

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 prior written consent of GRTA or the County.

2.19.1 Advertising on Vehicles
The Contractor will not permit any advertising, political or other printed and/or published material to be placed on or distributed on any assigned revenue vehicle without the express written permission of GRTA and the County. The Contractor will place advertising material only as specified by GRTA and the County on the interior or exterior of the vehicles. The Contractor will not use or permit to be used any loudspeaker, video or other device for the purpose of such advertising or other communication other than as designated by GRTA and the County. In the event that Contractor receives any payment or other consideration in connection with any such material, payment or consideration shall be promptly delivered to GRTA or the County and any and all advertising revenues shall be the property of GRTA or the County.

2.19.2 Capital Items Provided by GRTA and/or the County

The title to capital items provided by GRTA or the County shall remain with GRTA, the County and/or Georgia Department of Transportation. The Contractor shall be required to maintain such items utilizing manufacturers' recommended maintenance standards, at a minimum, or those standards provided by GRTA or the County, at GRTA or the County’s sole discretion. Furthermore, the Contractor shall maintain adequate property control records of all GRTA and County-furnished property in accordance with sound industry practice and as approved by GRTA and the County.

2.20 MARKETING AND PROMOTIONAL ACTIVITIES

GRTA and the County will be responsible for marketing program development and implementation. The Contractor will review marketing activities upon request of GRTA or the County and provide comments and recommendations.

2.20.1 Public Meetings

Upon request by GRTA or Gwinnett County, the Contractor will attend public meetings to provide information concerning the transit system.

2.20.2 Promotional Services

The Contractor may be asked by GRTA or the County on an occasional basis during the term of this Contract to provide promotional transit services. The Contractor shall make available to GRTA or the County the buses and drivers for special marketing and promotional activities that may involve operation of the vehicle as well as stationary exhibitions. Such service shall be provided at the same rate as charged for regular fixed route revenue service (arrival time to end time), and the rate shall be paid from the start of scheduled revenue service to the end of schedule revenue service, excluding deadhead.

2.20.3 Surveys

The Contractor will cooperate and comply with reasonable requests by GRTA or the County to distribute notices, schedules, or other promotional materials to passengers in connection with the services provided or to support data collection programs.

GRTA and Gwinnett County reserve the right to conduct passenger surveys and other service-related data collection at its sole discretion. These surveys may be administered by authorized representatives of either agency or a designee. It is the responsibility of the Contractor to ensure the cooperation of all personnel affected by a survey, including the distribution by vehicle operators of survey questionnaires or other actions to obtain service-related information.

2.21 CONTRACTOR/COUNTY SERVICE RESPONSIBILITIES

This section is intended to be a concise summary of the division of responsibility between the Contractor and both clients GRTA and Gwinnett County for the Service Scope of Work. It is not a substitute for the text above. If
there are any discrepancies between this subsection and the remainder of Section 2, the text here will be superseded by the relevant subsection above.

- **General and Operations Responsibilities**

**Contractor’s Responsibilities** - These shall include, but not be limited to, the following:

(a) Day-to-day management and operation of all transit services to the levels and standards required as described throughout this RFP
(b) Safety of passengers and employees
(c) Transit personnel recruiting, employment, and retention
(d) Employee training, retraining, testing and supervision
(e) Implementation of all current and future federally required programs, such as drug and alcohol testing and ADA compliance
(f) Personnel administration and policy
(g) Employee payroll
(h) Internal budgeting and accounting
(i) Documentation of standard operating procedures
(j) Reporting to both clients GRTA for Xpress service and Gwinnett County for GCT service
(k) Service dispatching and street supervision
(l) Printing of system maps, schedules, rider’s guides, and transfers (excluding GRTA Xpress routes)
(m) Distribution of schedules and other printed materials
(n) Service run cutting
(o) Paratransit reservations, scheduling, and application processing, eligibility determinations and issuance of picture paratransit identification cards
(p) Half-fare eligibility determinations and issuance of picture identification cards
(q) Revenue collection and cash handling, including subcontracting with an armored car service
(r) Support vehicles, support vehicle fuel, and radio communications equipment for support vehicles
(s) Operations computer hardware, wiring to the personal computers, DSL costs and computer software
(t) Uniforms
(u) Assistance with bus and paratransit operations planning
(v) Assistance with bus and paratransit marketing program
(w) Security
(x) Contingency plan for service disruptions
(y) Customer service and telephone equipment

**Client Responsibilities** – GRTA for Xpress service and Gwinnett County for fixed route express, local and paratransit service shall be responsible for the following:

(a) Providing revenue vehicle fleet
(b) Establishing route, service level and fare policies
(c) Approving Contractor’s drug and alcohol testing program and monitoring compliance with federal and state requirements
(d) Approving all procedures, programs and plans as required in the RFP, and monitoring Contractor’s compliance
(e) Service planning
(f) Releasing three customer service telephone numbers to Contractor (Gwinnett County responsibility)
(g) Marketing, public relations, advertising
(h) Maintaining/updating the transit web site
(i) Provision of regular, paratransit, and half-fare Breeze card stock (Gwinnett County responsibility)
(j) Printing of passes and tickets
(k) Coordination with other transit providers in the region
• Vehicle and Maintenance Responsibilities

Contractor’s Responsibilities – These shall include, but not be limited to, the following:

(a) Vehicle maintenance computer hardware, wiring to the personal computers, DSL costs and computer software
(b) Management information and reporting system
(c) Documentation of standard maintenance procedures
(d) Preventive Maintenance Program (OEM or approved equal per manufacturer guidelines)
(e) Parts required for maintenance of bus and paratransit revenue vehicles and equipment (inventory of quantities necessary for revenue service should always be maintained).
(f) Tires for all revenue and non-revenue vehicles
(g) Maintenance and shop supplies
(h) Parts inventory management
(i) Fluids and lubricants required for revenue vehicle maintenance, servicing and cleaning
(j) Revenue vehicle cleaning, fueling, service and maintenance program
(k) Revenue vehicle body maintenance including repair of accident damage
(l) Heavy maintenance as necessary, such as engine and transmission repair and rebuild, either directly or through a subcontractor
(m) Revenue vehicle towing
(n) Maintenance/repair of wheelchair lift equipment
(o) Proper disposal of hazardous waste (EPA standards)
(p) Vehicle fuel (CNG, diesel, gasoline) for revenue service
(q) Support vehicles and support vehicle fuel (exception noted below)
(r) Uniforms
(s) Maintenance tools
(t) Procuring matching fabric/cushions as needed for replacement

Client Responsibilities – GRTA for Xpress service and Gwinnett County express, local and paratransit service shall be responsible for the following:

(a) Providing revenue vehicle fleet
(b) Initial and periodic complete painting of revenue vehicles
(c) Approving all procedures, programs and plans as required in this RFP, and monitoring Contractor’s compliance
(d) GRTA will provide 8 non-revenue vehicles for use in GRTA Xpress service. Xpress non-revenue fleet includes the following vehicles:

   (4) 2014 Ford Edge Supervisor vehicles
   (1) 2015 12-passenger Chevrolet van
   (2) 2014 F-450 service trucks
   (1) 2014 F-150 service truck

• Facilities and Equipment Maintenance Responsibilities

Contractor’s Responsibilities – These shall include, but not be limited to, the following:

(a) Develop and document a Facility & Equipment Maintenance Program

• Operations & Maintenance Facility
(b) Maintenance and repairs of buildings including: painting and repair of shop floors and walls; electrical systems; plumbing, drainage, and water separator systems; heating, ventilation and air conditioning (HVAC) systems; doors and windows, including lock repairs

(c) Maintenance and repair of all equipment and material including: lifts and hoists; air compressor, shop reels and dispensers; exhaust and CNG monitoring/extraction system; revenue collection vault units

(d) All utility costs

(e) Exercise and enforcement of all warranties related to equipment, and material.

(f) Janitorial services for all interior areas including rest rooms, drivers’ lounge, administrative and maintenance offices, shop areas, etc.

(g) Maintenance and repair of the bus wash rack including lubrication of grease fittings, changing and checking filters, cleaning of drain traps, etc.

(h) Maintenance of fire suppression equipment

(i) Maintenance and repair of concrete and asphalt surfaces

(j) Groundskeeping; maintenance of fencing, signage and security features

(k) Removal of snow/ice; applications of sand/salt as indicated for safety

(l) Removal of oil leak stains from concrete and asphalt, inside and outside

(m) Any other janitorial and minor routine building maintenance function not specifically addressed above

(n) Maintenance and repair of all diesel fueling and CNG compression/fueling equipment; laptop and software to access CNG database

Passenger Facilities (GCT service only)

(o) Groundskeeping as detailed above

(p) Maintenance and repair of County-owned shelters, benches, trash receptacles, smokers, bike racks

(q) Maintenance and repair of security gate arm at Sugarloaf Mills park & ride

(r) Regularly updated computerized bus stop inventory

(s) Installation of bus stop signposts; storing and maintaining appropriate inventory of sign faces (County will provide) and posts (Contractor will provide)

Other Equipment

(t) Maintain and repair all equipment, and replace as necessary

(u) Provide all computer hardware, software and wiring and pay all associated costs (excluding GRTA Xpress Service)

(v) Provide all vehicle/dispatch communications equipment and pay all associated costs (excluding GRTA Xpress Service)

(w) Provide all telephones and pay all associated costs (excluding GRTA Xpress Service)

(x) Maintain and repair fareboxes

(y) Maintain and repair electronic destination signs

Client Responsibilities – GRTA and Gwinnett County shall be responsible for the following:

(a) Providing fareboxes, vaults and associated fare collection equipment

(b) Providing electronic destination signs for buses

(c) Bus shelter installation

(d) Maintenance and repair of concrete and asphalt surfaces at park & ride lots and transit center

(e) Maintenance and repair of curbs and sidewalks at park & ride lots and transit center

(f) Striping parking areas at park & ride lots and transit center

(g) Maintenance and repair of lighting/fencing at park & ride lots and transit center

(h) Repair and replacement of traffic signs at park & ride lots and transit center

(i) Utility costs of security lighting at park & ride lots and transit center

(j) Providing bus stop post specifications; providing bus stop sign faces
PART III
REPORTING REQUIREMENTS

All records and reports are the property of GRTA and the County.

The Contractor must maintain detailed records in all areas of the operation. This information is vital to ensure compliance with county, federal, and State requirements, and to enable a thorough monitoring and evaluation of the system, including ridership, revenue, maintenance activities, fixed route, express and paratransit service efficiency and effectiveness of customer feedback.

The Contractor must develop and implement a plan to ensure the development of a comprehensive and accurate record keeping and reporting program that encompasses all aspects of the operation. This record keeping/reporting plan is to be submitted to GRTA and the County prior to service start-up, and is to be approved by GRTA and the County prior to start up.

The following are to be incorporated in the Contractor’s record keeping/reporting plan:

- The program must utilize automated data processing to facilitate the efficient compilation and comprehensive analysis of the required data reports.

- All data and records collected pertinent to the Contract must be accessible in the form of a hard copy and an electronic medium accessible by GRTA and the County at any time. This information also needs to be accessible by the Federal Transit Administration, the Comptroller General of the United States or any of their authorized representatives pursuant to 49 CFR 18.36(i).

- Data processing records must have the ability to be downloaded onto a GRTA or County medium and must be accessible to GRTA or the County at any time.
• The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract.

• The Contractor shall allow GRTA and the County access and inspection of records and reports. Further, any duly authorized representative of GRTA or the County shall be permitted to observe and inspect any and all of the Contractor’s subcontracted facilities and activities for the purpose of evaluating and judging the nature and extent of the Contractor’s compliance with the provisions of this agreement. In such instances, the County’s representatives(s) shall not interfere with or disrupt such activities.

• The Contractor is responsible for compiling information regarding the fixed route commuter, local and paratransit operations, including vehicle revenue hours, vehicle mileage, passenger trips and service failures for the preparation of the National Transit Database report. This report is critical to the receipt of federal funding, and the Contractor must insure that all deadlines and procedures established by the FTA regarding the report are followed and any follow-up responses are addressed in a timely manner.

• The Contractor operations staff shall have technical training and a clear understanding of all aspects of the NTD Report including how to develop an FTA approved methodology for collecting passenger data during mandatory sampling years. In addition, on a monthly basis, the Contractor shall provide the required NTD information along with all backup information. This information shall be supplied with the monthly invoice.

3.1 FINANCIAL RECORDS

The Contractor shall establish and maintain a separate account of all project expenditures and any other relevant financial records or documents. The Contractor must conform to the FTA’s Uniform System of Accounts. GRTA and the County reserves the right to contract at any time with an independent firm to perform a financial and data collection audit of the Contractor’s operation of GCT and Xpress.

3.2 OPERATIONS REPORTS

**Daily Operations Report** – No later than 11:00 AM on the following business day, the Contractor shall submit a Daily Operations Report (in a format approved by GRTA and the County). This report shall summarize the previous day’s operations activities relevant for each service separately (Xpress and GCT) including, but not necessarily limited to, dispatch log that records all radio communication received from Operators, Supervisors, Maintenance and Safety identified by vehicle number, block number and brief summary of incident, driver reporting; vehicles required and availability; schedule trips, revenue hours and miles, dead hours and miles, Bus number and route assignments, late trips, % on-time performance, and missed trips by route, block number and number or revenue hours missed; road calls including any interruptions to revenue service, problem with the vehicle, vehicle number, block number and how the service was handled, ridership by trip and route, wheelchair and bicycle boardings, detours with all relative information including, routes/trips affected, begin and end time, reason for detour, bus stops not served, time Customer Service and GRTA staff notified; trips and timepoint observations conducted by Supervisors and number of buses observed running late, early or on time with time difference noted; vehicles with inoperable ADA equipment including, wheelchair lifts, PA systems, destination sign, talking bus, CAD/AVL, identified by bus number/trip to be performed and resolution of the issue; farebox issues prior to or during revenue service; lists of any Supervisors that operated a revenue vehicle in revenue service, block number and number of revenue hours; number of dispatchers and supervisors on duty for AM and PM service, accidents/incidents, new out-of-service designations, and other unusual circumstances affecting daily operations; ticket sales, customer service, safety, and maintenance data; paratransit operations summary; and ridership by route and fare type, wheelchairs and bicycles boardings. The Contractor must identify missed trips in the Daily Operations Report.

(a) **Weekly Operations Report** – No later than 1:00 PM on each Wednesday, the Contractor shall submit a Weekly Operations Report for the weekly period ending on the previous Saturday (in a format approved by GRTA and the County). The Weekly Operations Report shall be “rolled-up” from the daily reports using the Contractor’s
Management Information System (MIS) database. Any subsequent revisions to the weekly reports will be submitted to GRTA and the County within one week of when errors are detected.

(b) **Monthly Operations Report** – No later than five working days into the next month, the Contractor shall submit a Monthly Operations Report (in a format approved by GRTA and the County). The Monthly Operations Report shall be “rolled-up” from the daily and weekly reports using the Contractor’s MIS database. Any subsequent revisions to the monthly reports will be submitted to GRTA and the County, within one month of when errors are detected.

(c) **Other Reports** – The Contractor may, from time to time, be requested by GRTA or the County to prepare and deliver 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.

The proposer shall submit with its proposal a complete description of its proposed MIS along with samples of the reporting capabilities of the system. The selected Contractor shall ensure that the system data and reports are in formats that can accessed and read by GRTA and the County or its designee at any time utilizing standard MS Office Excel software.

### 3.3 PASSENGER COMPLAINTS

GRTA and the County place 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** – The Contractor’s employees may receive complaints from time to time (telephone, written, e-mail, walk-up, through GRTA Customer Service) and will always be the principal recipient of customer inquiries/complaints in the buses and paratransit vans. The Contractor shall document operational problems and passenger complaints and describe any action taken regarding these problems or complaints. Copies of such documentation shall be emailed to GRTA or the County no later than the work day following identification of the operational problem or receipt of such passenger complaint. Passenger complaints related to safety or serious operational deficiencies shall be reported by telephone to GRTA’s or the County’s Transit Division Director immediately following the Contractor’s receipt of complaint.

The Contractor shall make an initial response to a GCT or GRTA customer complaint within three (3) business days (Sunday excluded) from complaint receipt; if the complaint cannot be resolved within this time frame, the customer will be notified that further investigation is necessary. A completed investigation and follow-up response (telephone or email) will be provided to the customer within seven (7) business days from complaint receipt, and a report filed with the GRTA and the County explaining the results of the investigation. The Contractor must make and document a minimum of three (3) attempts to contact the person filing any GCT Customer complaints.

(b) **Gwinnett County Receives** – The County will document passenger comments/complaints it receives and forward them to the Contractor for investigation and response. The Contractor will follow the same complaint resolution and notification process described above.

(c) **GRTA Customer Service** – GRTA staff will document all passenger comments/complaints it receives relative to all Xpress service and forward them to the Contractor for investigation and response. GRTA Customer Service staff will respond to all customer complaints for Xpress service. The Contractor shall provide investigation results within the timeline listed above for complaint response times.

The Contractor will retain complaints in database format, by categories as agreed to by GRTA and the County, for monthly and annual reporting to GRTA and the County.
3.4 VEHICLE RECORDS AND REPORTS

The Contractor shall maintain a complete electronic history file for every assigned revenue vehicle. The Contractor shall also be required to prepare and submit regular vehicle maintenance reports to GRTA and the County. The requirements for vehicle records and reports are described in Sections 2.7.2 and 2.7.17 above.

3.5 VEHICLE DEFECT REPORTS

The Contractor shall maintain records regarding any vehicle defect that occurs. Vehicle defect cards shall be made available to drivers on all vehicles operated under this Contract. A vehicle defect report shall be completed daily on each vehicle prior to service and after service and filed chronologically by vehicle number. The vehicle defect reports shall be kept on file for the duration of the Contract term and copies of all defect reports shall be turned over to GRTA or the County upon termination of the Contract. The Contractor shall submit a summarized vehicle defect report to GRTA and the County by the fifth (5th) of each month. These reports shall be in a form mutually agreed to by GRTA, GCT and the Contractor.

3.6 ACCIDENT/INCIDENT REPORTS

The Contractor shall be required to notify GRTA or the County immediately regarding any and all disruptions in service provision, including but not limited to vehicle breakdowns, missed trips, detours or deviations off normal routes (including deadhead routes), accidents (any vehicle or passenger), incidents that delay routes more than 10 minutes, any incidents whereby police, fire or HERO units are contacted for assistance. The Contractor also shall notify GRTA and the County of any of the following events which may not disrupt service:

(a) Passenger accidents, including falls while passengers are entering, occupying or exiting the vehicle.
(b) Disturbances such as fainting, sickness, assaults or deaths.
(c) Accidents a driver witnesses.
(d) Vandalism to the vehicle while in service.
(e) Passenger complaints of injury or property damage or other circumstances likely to result in the filing of a claim against the Contractor or the County.

The Contractor must report any serious accident/incident that involves fatality or serious injury (requiring transporting victim(s) to a hospital) by telephone immediately to GRTA for Xpress and Gwinnett County for GCT service. The Contractor shall email, text and call each listed points of contact:

- GRTA transit service in the following order: Chief External Affairs Officer, Transit Division Director, Transit Operations Director.
- GCT transit service the DOT Director, DOT Deputy Director, and DOT Transit Division staff.

Leaving a voicemail message does not constitute making contact in an emergency situation.

The Contractor shall provide copies of all initial accident/incident reports to GRTA or the County within twenty-four (24) hours of the time of the accident/incident. The Contractor also will notify GRTA or the County directly of any specific accidents/ incidents for which the FTA mandates notification. The Contractor shall provide copies of all final accident/incident reports to GRTA or the County within seven (7) days of the accident/incident.

3.7 OTHER RECORDS

In addition to the above-mentioned documentation, the Contractor shall keep up-to-date and accurate records of the following:

(a) Driver pre-trip inspection logs
(b) Daily dispatcher report  
(c) Daily driver logs by run  
(d) Daily roadcall reports  
(e) Farebox information by driver run by day  
(f) Records for vehicle operating personnel as required to meet USDOT Commercial Driver Regulations  
(g) Other information as deemed appropriate and required by the Contractor, GRTA or the County

All reports, records and data specified in this Section 3.7 are not required to be submitted to GRTA or the County at scheduled intervals unless otherwise directed by GRTA or the County to do so. As with all other required reports, records and data, the Contractor shall be required to make such reports, records and data available to GRTA, the County, or its agents/representatives, upon request.

3.8 NATIONAL TRANSIT DATABASE REPORTING

The Contractor shall be responsible for collecting NTD data and preparing all possible NTD reporting elements for GRTA and the County to submit to the Federal Transit Administration (FTA). The Contractor shall be responsible for ensuring that all reported NTD data is accurate and meets FTA requirements and definitions. The Contractor shall maintain the most recent NTD data collection procedures for reporting at the appropriate level. The NTD Reporting Plan shall address the following required reports:

Monthly Reports – The Contractor will submit the following NTD reports to GRTA and the County with the monthly performance reports and invoice:

(a) Ridership Activity (MR-20) by mode  
(b) Safety and Security Monthly Summary Report

Quarterly Reports – Within thirty (30) days of the previous quarter the Contractor shall complete and submit to GRTA and the County the following NTD reporting forms:

(c) Form F-30, Operating Expenses (by mode)  
(d) Form F-40, Operating Expenses Summary  
(e) Form S-10, Transit Agency Service. Back-up documentation justifying the data shown regarding “service supplied” and “service consumed” shall be supplied. This includes all passenger mile sampling data, summary, and tabulation. The County is on the 3-year cycle for passenger mile data collection. The next data collection year for the Contractor will be calendar year 2011.  
(f) Form A-30, Revenue Vehicle Inventory (unless new vehicles, only mileage data need updating)

Annual Reports – The Contractor shall assist GRTA and the County in compilation and submission of its annual report, due to FTA by a specific date following the end of GRTA’s fiscal year in June and the County’s fiscal year in December. Rather than waiting until the end of a report year, NTD report preparation may include the Contractor’s periodic submittal of data throughout the report year. In any event, the Contractor will submit to GRTA and County required information pertaining to the NTD in a timely manner. Should FTA request revisions or explanations for any portion of the annual NTD report, the Contractor will provide enhanced or additional data in a timely manner – at least five (5) days prior to the FTA deadline. If data is not provided in a timely manner or is inaccurate, the Contractor will reimburse GRTA or the County for any costs associated with compiling the data.

3.9 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REPORT
The Contractor shall prepare semi-annual DBE reports for GRTA and GCT separately for the periods April 1-September 30 and October 1-March 31 to be submitted to GRTA and the County no later than 30 days after the end of each reporting period. GRTA and the County will provide the report form to the Contractor. The semi-annual reports will require the Contractor to provide their total amount (both number and dollar amount) of subcontracts and the total amount (both number and dollar amount) awarded to DBE firms for the reporting period.

3.10 EQUAL EMPLOYMENT OPPORTUNITY (EEO) AFFIRMATIVE ACTION REPORT

The Contractor shall maintain and implement an Equal Employment Opportunity/Affirmative Action program and policy in accordance with FTA guidelines. If the selected Contractor employs more than 50 transit-related employees, it must submit a formal Equal Employment Opportunity (EEO) Program to GRTA and the County for approval within 30 days of Contract execution. The requirements for an EEO Program are defined in FTA Circular 4704.1.
PART IV
TURNOVER/CONTRACT COMPLETION

4.1 GENERAL

Upon Contract execution, GRTA and the County shall provide revenue vehicles to the Contractor that are ready for use in Xpress and GCT service. Upon expiration or termination of the Contract, the Contractor shall return all assigned revenue vehicles to GRTA and the County in the appropriate state of repair.

Equipment Transfer Procedures are described in Attachment 1 below and Condition Code “A” standards are described in Attachment 2 below. These Procedures and Standards are intended as a general guide for equipment transfer and are not meant to be absolute in nature. The objective of these Procedures and Standards is to prepare vehicles for transfer that are ready for revenue service.

4.1.1 Pre-Transfer Meeting (Contract Expiration or Termination)

Upon notice of expiration or termination of the Contract, GRTA, the County and the Contractor shall hold a Pre-Transfer Meeting in advance of the transfer of assigned revenue vehicles to GRTA and the County or its new contractor. Upon Contract expiration, the Pre-Transfer Meeting shall be held no later than 60 days prior to the expiration date of the Contract. Upon Contract termination, the Pre-Transfer Meeting shall be held no later than seven (7) days after the issuance of the Notice of Termination by GRTA and the County. All parties shall be represented by their designated representative(s) at this meeting. The purpose of the Pre-Transfer Meeting shall be to schedule a date for the initial and final vehicle inspections, discuss vehicle inspection guidelines and procedures, and discuss the procedures for the actual transfer of the vehicles to the County or its new contractor.

4.1.2 Initial Turnover Inspection (Contract Expiration or Termination)

Upon notice of expiration or termination of the Contract, an Initial Turnover Inspection of the assigned revenue vehicles will occur prior to transfer of the vehicles to GRTA and the County or its new contractor. Upon Contract expiration, the Initial Turnover Inspection shall be held no later than 50 days prior to the expiration date of the Contract. Upon Contract termination, the Initial Turnover Inspection shall be held no later than 14 days after the issuance of the Notice of Termination by GRTA and the County.

GRTA and the County may use its own personnel or an independent third party to conduct the Initial Turnover Inspection. The Initial Turnover Inspection shall be conducted in accordance with the procedures described in Attachment 1 below. At the Initial Turnover Inspection, the Contractor shall make available its vehicle operations and maintenance facility and such personnel as necessary to move vehicles and operate hoists. The cost of the personnel to move the vehicles and operate the hoists shall be the responsibility of the Contractor. The Contractor shall also make available to GRTA and the County all preventive maintenance inspection records, daily driver inspections, oil analyses, test results and other requested records at the Initial Turnover Inspection.

Within seven (7) days of completion of the Initial Turnover Inspection, GRTA and the County or the independent third party that conducted the inspection, if applicable, will issue a Final Inspection Report to the Contractor in accordance with Section 4.2 below. Resolution of issues or repair of defects identified in the Final Inspection Report will follow the procedure identified in Section 4.2 below.

4.1.3 Final Vehicle Transfer Inspection and Acceptance

Following the resolution of issues or repair of defects identified in the Final Inspection Report by the Contractor, GRTA, the County and the Contractor along with the independent third party, if applicable, shall conduct a Final Vehicle Transfer Inspection and Acceptance of assigned revenue vehicles to determine that the repair work required to be performed pursuant to the Final Inspection Report is in fact complete.
The Final Vehicle Transfer Inspection and Acceptance shall include a physical re-examination of the vehicles inspected during the Initial Turnover Inspections. All of the systems reviewed in the Initial Turnover Inspections shall be re-examined.

The Contractor shall maintain written records documenting items which have been repaired, if any, since the Initial Turnover Inspection and shall submit such records to GRTA and the County. During the Final Vehicle Transfer Inspection and Acceptance, the current condition of every vehicle and the status of every outstanding repair item shall be determined and documented.

GRTA and the County may use its own personnel or an independent third party to conduct the Final Vehicle Transfer Inspection and Acceptance. The Final Vehicle Transfer Inspection and Acceptance shall be conducted in accordance with the procedures described in Attachment 1 below. At the Final Vehicle Transfer Inspection and Acceptance, the Contractor shall make available its vehicle operations and maintenance facility and such personnel as necessary to move vehicles and operate hoists. The cost of the personnel to move the vehicles and operate the hoists shall be the responsibility of the Contractor. The Contractor shall also make available to GRTA and the County all preventive maintenance inspection records, daily driver inspections, oil analyses, test results and other requested records at the Final Vehicle Transfer Inspection and Acceptance.

A determination as to whether the repair work required to be performed pursuant to the Final Inspection Report is in fact complete will be made by GRTA and the County or the independent third party, if applicable, and final transfer of the vehicles and final payment to the Contractor will proceed in accordance with the procedure described in Section 4.2 below.

4.1.4 Final Payment

Final payment to the Contractor for the Contract for Xpress service and GCT service shall be made in accordance with the procedure described in Section 4.2 below.

4.1.5 Access

The Contractor shall provide GRTA and the County and/or GRTA’s or the County’s agents reasonable access to its operating and maintenance facilities and all assigned revenue vehicles throughout the Contract close-out and equipment transfer process.

4.1.6 Data

To the extent permitted by law, the Contractor shall share with GRTA and the County, employee records and wage, benefit, and other relevant information relating to any of the Contractor’s employees who at any time engaged in the provision of Xpress and/or GCT service.

4.1.7 Documents

The Contractor shall provide GRTA and the County with copies of all leases, permits, licenses, and other relevant documents related to the Contractor’s provision of Xpress and GCT service.

4.1.8 Substance Testing

The Contractor shall provide GRTA and the County with all documents pertaining to FTA’s Drug and Alcohol requirements associated with its Contract with GRTA for Xpress service and the County for GCT service. These records shall include a completed FTA Drug and Alcohol summary MIS report for its period of operations on the FTA form FTA-OH-26-001-91-1, or subsequent revision.
4.1.9 Maintenance

The Contractor shall provide the County with all records associated with its Contract with GRTA for Xpress service or the County for GCT service, including all FTA-required maintenance documentation.

4.1.10 Record Retention

The Contractor shall retain all records in its possession associated with its Contract with GRTA for Xpress service and the County for GCT service for a minimum of three (3) years.

4.2 Vehicles

Upon expiration or termination of the Contract, the Contractor shall return all assigned revenue vehicles to GRTA and the County in sound mechanical and operating condition less normal wear and tear, in accordance with the standards of the Contract. The condition of the assigned revenue vehicles shall be determined by fleet inspections conducted by GRTA and the County or an independent third party in accordance with Sections 4.1.2 and 4.1.3 above. If an independent third party conducts the inspections then the third party shall not be a competitor of the Contractor. After examining the fleet, GRTA and the County or the independent third party will prepare and submit to the parties the following documentation specified in Attachment 1:

- A written Final Inspection Report identifying any corrective work necessary to return vehicles to sound mechanical and operating condition, less ordinary wear and tear.
- An estimate of the cost of any repairs necessary to meet the standard set forth above.

The Contractor shall perform such identified repairs at its sole cost and expense or, at its election, pay GRTA and/or the County the sums set forth in the Final Inspection Report for such repairs. Within 15 days of the date that it receives the Final Inspection Report, the Contractor shall notify GRTA and/or the County whether it intends to complete the repair work itself or whether it intends to pay for the cost of said work. In the event the Contractor elects to do the work itself, it shall, within five (5) days of such election, post a letter of credit or other security acceptable to GRTA and/or the County in an amount equal to the estimated repair costs, to be payable to GRTA or the County if the repairs are not completed by the conclusion of the Contract. In the event the Contractor elects to pay GRTA or the County for the cost of the repairs, it shall do so in full within five (5) days of such election.

GRTA and the County and the Contractor along with the independent third party, if applicable, shall conduct a final transfer inspection and acceptance of assigned revenue vehicles on or about the date the Contract expires to determine that the repair work required to be performed pursuant to the Final Inspection Report is in fact complete. If the Contractor elects to complete the repair work itself and any repair work remains incomplete as of the date vehicles are returned to GRTA and the county, then the Contractor shall pay to GRTA and the County on that date an amount equal to the cost of the remaining repair work as determined in the Final Inspection Report or GRTA/the County shall use the security posted by the Contractor.

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

4.3 Vehicle Repairs from Existing Contract

The vehicle transfer procedures described in this Section 4 for the expiration or termination of the contract for Xpress service between GRTA and the Contractor and GCT service between the County and the Contractor shall also apply to the initial transfer of vehicles between GRTA and the County’s current contractor and the selected Contractor. GRTA and the County reserve the right to negotiate with the Contractor to complete any outstanding or deferred maintenance work that remains from the existing contract with the current contractor.
If GRTA, the County and the Contractor negotiate an agreement through which the Contractor agrees to complete the outstanding or deferred maintenance work then the Contractor will provide GRTA and the County with a Repair Schedule within 10 days of the effective date of the Contract between GRTA, the County and the Contractor. The entire duration of the Repair Schedule shall be no longer than 90 days. Any outstanding or deferred maintenance work that remains uncompleted at the end of the approved Repair Schedule shall be considered the responsibility of the Contractor and shall be completed at the Contractor’s sole expense.

4.4 CONDITION OF TIRES AT VEHICLE TRANSFER

Upon expiration or termination of the Contract, the condition of all vehicle tires shall be evaluated and GRTA and the County shall pay the Contractor for the remaining useful life of the tires based on the method described in Section 2.7.7 above. All tires shall be serviceable within the guidelines of Section 2.7.7 with tires properly matched side-to-side on each axle and no grooved or recapped tires on the steering axle. The Contractor shall ensure that all tires are safe for transit operation prior to transfer of a vehicle to GRTA, the County or the new contractor, if applicable. All tires shall have a minimum of 6/32” of original tread with no re-grooving or re-treading permitted.
PART IV
ATTACHMENT 1 – EQUIPMENT TRANSFER PROCEDURES

1. Purpose – This document describes the procedures that shall be followed when revenue vehicles are transferred to a contractor or other entity for revenue operation of Xpress service by GRTA or GCT service by Gwinnett County.

2. Definitions

   a. Preparation Phase – the time period prior to joint inventory where the vehicles are returned to a “like new” condition
   b. Joint Inventory – an inspection conducted between the entity issuing the vehicles and the entity receiving the vehicles
   c. Deficiency – a major fault that makes the vehicle either inoperable or unsafe to operate
   d. Shortcoming – a fault that does not make the vehicle inoperable or unsafe to operate, but requires repair
   e. Leaks

      • Class I: dampness showing on a seal, joint, or connection
      • Class II: moisture forming on the outside of the seal, joint, or connection
      • Class III: droplets forming on the outside of a seal, joint, or connection sufficient to fall to the ground

   f. Vehicle Condition Codes

      • Condition Code A: Serviceable (issuable without qualification); new, used, repaired, reconditioned material serviceable and issuable to all customers without limitations or restrictions
      • Condition Code B: Serviceable (issuable with qualification); equipment that is serviceable and usable for its intended purpose, but has restrictions on its use
      • Condition Code F: Vehicle that is unserviceable, but that is economically repairable through repair, reconditioning, or overhaul

   g. Economically Repairable – Repairs that can make vehicles serviceable, generally defined as 50% of the vehicle’s remaining value
   h. Major End Item – Major components of the vehicle that make the vehicle non-operable if they are non-functional (e.g. engine, transmission, HVAC system, axles, etc.)

3. Procedures (for transfer of vehicles from Gwinnett County or GRTA to another entity)

   a. Upon notification that a vehicle(s) is to be transferred to another party, an Equipment Transfer Folder will be prepared by Gwinnett County for GCT service and GRTA for Xpress service. This folder will show the condition of the vehicle(s) when it is transferred. It will contain the last Preventive Maintenance Inspection (PMI) with follow-up repair orders, a detailed set of pictures of the vehicle (both interior and exterior), life-to-date mileage, campaign completion information, joint inspection records and repairs, and a vehicle history for the last six (6) months. The Equipment Transfer Folder will be kept in two (2) copies.
   b. Not later than 90 days prior to transfer (D-90), GRTA and Gwinnett County will identify the vehicle(s) to be issued to the Contractor. GRTA and Gwinnett County will, at the same time, conduct a technical inspection of the vehicle(s) using internally established “A” Preventive Maintenance Inspection and enter into the equipment record all shortcomings and deficiencies noted during the inspection. GRTA and Gwinnett County will also take digital photographs of the exterior and interior of the vehicle(s) with emphasis on the following:
• Clear photos of the front, rear, road side, and curb sides of the vehicle that show the vehicle’s overall condition and condition of the decals
• Photos of all vehicle body damage
• Separate photos of the operator’s seat, console, sun shades, and general area
• Separate photos of each seat set
• Photos of the wheelchair tie-down equipment, lift controls, and lift (deployed and stowed)
• Engine compartment photos showing center, left, and right sides of the power package

a. From Day D-90 until D-45, GRTA and Gwinnett County will repair body damage, shortcomings, or deficiencies noted on the original inspection. Repair orders will be filed in the equipment transfer folder along with the initial Equipment Maintenance and Inspection Worksheet. When a repair is made, a copy of the repair order will be placed behind the Worksheet. The technician making the repair will then initial the Worksheet to show the repair is complete.

b. On or about Day D-45, GRTA and Gwinnett County and the party receiving the vehicle(s) will conduct a joint inspection. Shortcomings and deficiencies will be noted on a second Equipment Inspection and Maintenance Worksheet and each party will sign and date the Worksheet. The signed and dated Worksheet will be placed in the equipment transfer folder and a copy in the second folder. GRTA and Gwinnett County will then conduct repairs on all shortcomings and deficiencies noted.

c. On or about Day D-5, GRTA and Gwinnett County and the receiving party will conduct a final joint inspection. Shortcomings and deficiencies will be noted on another Worksheet and each party will sign and date the Worksheet. The original and a copy of the Worksheet will be placed in the equipment transfer folders. GRTA and Gwinnett County will then conduct final repair actions.

d. During the period Day D-5 and D-Day, GRTA and Gwinnett County will thoroughly clean the interior and exterior of the vehicle(s), clean/steam all upholstery and clean the rims on all wheels.

e. On D-Day, the receiving entity will inspect the vehicle(s) prior to taking possession and note any shortcomings or deficiencies. The final acceptance inspection Worksheet will be signed and dated by both parties and be placed in the Equipment Transfer Folders. The receiving party will take the copied Equipment Transfer Folder and GRTA and Gwinnett County will maintain the original.

f. The same procedures will be used when transferring equipment back to GRTA and Gwinnett County.

4. Resolution of Deficiencies and Shortcomings

a. Under normal circumstances, vehicles will be transferred in Condition Code “A”, which is a vehicle that is completely serviceable without restrictions. This section addresses vehicles that are transferred in either Condition Code “B” or Condition Code “F”. Typically, vehicles will not be transferred in Condition Code “F”, but there could be times when a wrecked or non-operable vehicle must be transferred back to GRTA or Gwinnett County for repair. The following procedures will apply.

• Vehicles determined to be in Condition Code “A” requires no action on the party transferring the vehicles
• Vehicles determined to be Condition Code “B” requires the following actions:
  o The transferring party must provide invoices showing that parts have been ordered and repair services contracted. The transferring party must also provide proof that the parts and/or services are in a back order status, the estimated delivery date, and that the parts and/or services are scheduled to be delivered to the vehicle operator’s facility.
  o If labor is required to bring the vehicle from Condition Code “B” to Condition Code “A”, a labor estimate is required. If the transferring party elects to perform the repairs, then the standard labor rate of the transferring party shall be used.
  o If the transferring party elects to transfer the vehicle back to GRTA or Gwinnett County without performing the repairs, the transferring party shall be charged for labor at the rate of $102/hour. All labor and parts shall be deducted from the transferring party’s final payment.
• Vehicles determined to be in Condition Code “F” require the following actions:
  o If the vehicle is determined to be in Condition Code “F” because it was in an accident, the transferring party shall provide the following documentation: internal accident report, police report, and three (3) estimates for the repair of the vehicle.
  o If the vehicle is determined to be in Condition Code “F” due to major end item failure, then the transferring party shall provide the following documentation: internal root cause failure analysis and three (3) estimates for the repair of the vehicle.
  o Repairs to Condition Code “F” vehicles may be made either before or after final transfer of the vehicle, but in any event, the estimated cost of repair shall be deducted from the final payment to the transferring party prior to final payment

b. In all cases, GRTA and Gwinnett County reserve the right of final determination of whether or not a repair is needed. If GRTA or Gwinnett County determines that a repair is not needed, the Contractor shall not be held liable for the repair.
c. GRTA and Gwinnett County reserve the right to contract, at GRTA and Gwinnett County’s expense, for an independent estimate/determination on disputed conditions or repairs.
d. For estimates required if the vehicle is in Condition Code “B” or Condition Code “F”, or repairs prior to return of the vehicle to GRTA and Gwinnett County, contractors shall employ only authorized component dealers and facilities approved by the component or vehicle manufacturer.
ATTACHMENT 2 – GENERAL DESCRIPTION OF CONDITION CODE “A”

Below is a general description of what constitutes Condition Code “A” for a vehicle. The description is not all-inclusive and is provided as a general guideline to the selected Contractor. Upon termination of the Contract, the selected Contract Xpress and GCT Service Provider shall return all assigned revenue vehicles “ready for use” (i.e. in Condition Code “A”). All shortcomings and deficiencies shall be repaired, with all vehicles in excellent condition with all preventive maintenance inspections up-to-date and ready for service. For a vehicle to be qualified for a Condition Code “A” rating, the following minimum standards shall apply:

1. Starting systems, batteries and engines so that a vehicle starts and idles normally within one (1) minute of the first attempt to start the vehicle without the aid of external starting assistance.
2. The engine compartment and undercarriage steam cleaned with no accumulation of dirt, oil, or other debris present.
3. No exterior body damage including any dents, scratches, and missing or torn decals, bumper or bike rack damage. No interior body damage, graffiti, scratches or missing or torn decals.
4. No broken, cracked, scratched, etched, or fogged glass.
5. No seats with rips or tears in the seat covering including the driver’s seat. All hand rests, reclining mechanisms are fully functional through each area of adjustment or movement.
6. Fully functional interior and exterior doors and latches.
7. No rips, tears, or graffiti on the interior surfaces of the coach.
8. Fully functional fuel systems including all CNG components.
9. No class I, II or III leaks.
10. Brake linings at 75% of original specifications.
11. Tires must be serviceable and properly matched on each axle.
12. No belts or hoses with any dry rot, cracking or sign of wear, all clamps present and of constant torque type.
13. All lines, hoses, and harnesses properly secured and not rubbing against any surface or touching each other.
14. No wheel bearing leaks or moisture around wheel seals.
15. Fully functional wheel structures and steering components.
16. Fully functional wheelchair lifts capable of smoothly lifting to its rated capacity without fault. Fully functional kneeling and ramp systems.
17. Wheelchair tie downs in excellent condition with a full set of tie downs that are clean and serviceable without rips, frays or tears.
18. Smooth operation from 0 to 65 MPH without noticeable vibration.
19. Smooth operation of the engine without any misfire.
20. Fully functional electrical systems with all bulbs working and properly positioned.
21. All fluids at the proper level.
22. No bent or discolored rims.
23. Fully functional heating and air conditioning capable of cooling the coach at least 20 degrees lower than actual ambient air temperature.
33. All shortcomings and deficiencies repaired or in compliance with Attachment 1.
34. All required inspections performed with shortcomings and deficiencies found during said inspections repaired.
PART V
REQUIREMENTS/ CONDITIONS / OFFER DOCUMENTS

Offer Document No. 1- Complete Proposal Checklist. This document serves as a checklist for Proposers to ensure that their proposal is complete and ready for submission to GRTA. The document is used by GRTA during the evaluation of responsiveness or proposals. The document must be fully completed, signed, and submitted with the proposal. The blank checklist form is attached as Offer Document No. 1 in Part 5 of this RFP.

Offer Document No. 2- Proposal Letter. This document summarizes the acknowledgements and representation made by and agreed to by the Proposer with regards to its proposal. This document must be fully completed, signed, and submitted with the proposal. The blank form is attached as Offer Document No. 2 in Part 5 of this RFP.

Offer Document No. 3- Acknowledgement of Addenda to RFP. This document is required by Part I, Section 1.5 of this RFP. This document must be fully completed, signed and submitted with the proposal. If no addenda to the RFP were issued, the Proposer must still complete the form and include it in its proposal. The blank acknowledgment form is attached as Offer Document No. 3 in Part 5 of this RFP.

Offer Document No. 4 - Proposer Information Form. This document summarizes key information about the Proposer for GRTA’s assistance and reference during the evaluation of proposals including: contact information for Proposer, corporate information, list of references for whom Proposer has performed similar services in the past five (5) years, and a list of proposed subcontractors to be utilized during the performance of the contract (if applicable). GRTA and the County will contact the referenced listed on this document as part of the evaluation of proposals. The document must be fully completed, signed, and submitted with the proposal. A blank form is attached as Offer Document No. 4 in Part 5 of this RFP.

Offer Document No. 5- Certification of Non-collusion in Proposal Preparation. Self-explanatory. This document must be fully completed, signed and submitted with the proposal.

Offer Document No. 6- Non-collusion Affidavit. Self-explanatory. This document must be fully completed, signed, notarized and submitted with the proposal.

Offer Document No. 7- Bid Bond Form. A bid bond (in accordance with the form provided in Part V) shall be furnished to Gwinnett County with the proposal, for five percent (5%) of the total Proposal price for the first twelve (12) months of full operation of the GRTA Xpress as well as GCT express, fixed route local and paratransit services as shown in the cost proposal forms. Failure to submit appropriate bonding will result in automatic rejection of proposal. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury’s publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirements of the solicitation.

Offer Document No. 8- Proposer Qualifications and Experience. See Section 1.29 above for details.

Offer Document No. 9- Technical Proposal. See Section 1.30 above for details.

Offer Document No. 10- Contractor Affidavit. Self-explanatory. This document must be fully completed, signed, notarized and submitted with the proposal.

Offer Document No. 11- Code of Ethics Affidavit. Self-explanatory. This document must be fully completed, signed, notarized and submitted with the proposal.

Offer Document No. 12 - Subcontractor and DBE Listing Form, Disadvantaged Business Enterprise Certification. This document must be fully completed, signed and submitted with the proposal.
Offer Document No. 13- Certification Regarding Lobbying. This document must be fully completed, signed and submitted with the proposal.

Offer Document No. 14- Certification Regarding Suspension and Debarment. This document must be fully completed, signed and submitted with the proposal.

Note: All offer documents, excluding Offer Document No. 8 and Offer Document No. 9, which Proposer shall provide, have been attached to this document as PDFs or Excel files, as applicable.
PART VI
GWINNETT COUNTY PRO FORMA SERVICE PROVIDER AGREEMENT

GENERAL CONDITIONS TO
SERVICE PROVIDER AGREEMENT

Article
1 Definitions
2 Contract Documents
3 Changes and Extra Work
4 Personnel and Equipment
5 Accuracy of Work
6 Findings Confidential
7 Termination of Agreement for Cause
8 Termination for Convenience of the COUNTY
9 SERVICE PROVIDER to Cooperate with other SERVICE PROVIDERS
10 Indemnification
11 Covenant Against Contingent Fees
12 Insurance
13 Prohibited Interests
14 Subcontracting
15 Assignability
16 Equal Employment Opportunity
17 Anti-Kickback Clause
18 Audits and Inspectors
19 Ownership, Publication, Reproduction and Use
20 Verbal Agreement or Conversation
21 Independent Service Provider
22 Notices
1 DEFINITIONS

Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

1.1 COUNTY-means Gwinnett County, Georgia, a political subdivision of the State of Georgia.

1.2 SUPPLEMENTAL AGREEMENT-means a written order to SERVICE PROVIDER signed by COUNTY and accepted by SERVICE PROVIDER, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

1.3 CONTRACT-means the Agreement Documents specifically identified and incorporated herein by reference in Section 2, CONTRACT DOCUMENTS.

1.4 AGREEMENT EXECUTION-means the date on which SERVICE PROVIDER executes and enters into an Agreement with the COUNTY to perform the Work.

1.5 AGREEMENT PRICE-means the total monies, adjusted in accordance with any provision herein, payable to the SERVICE PROVIDER under this Agreement.

1.6 CONTRACT TIME-means the period of time stated in this Agreement for the completion of the Work.

1.7 SERVICE PROVIDER-means the party or parties contracting directly with the COUNTY to perform Work pursuant to this Agreement.

1.8 DEPARTMENT-means the Director or designee of requesting department(s) named in this solicitation.

1.9 DRAWINGS-means collectively, all the drawings, receipt of which is acknowledged by the COUNTY, listed in this Agreement, and also such supplementary drawings as the SERVICE PROVIDER may issue from time to time in order to clarify or explain such drawing or to show details which are not shown thereon.

1.10 SPECIFICATIONS-means the written technical provisions including all appendices thereto, both general and specific, which form a part of the Agreement Documents.

1.11 SUBSERVICE PROVIDER-means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with SERVICE PROVIDER or with any of its subservice providers at any tier to provide a part of the Work called for by this Agreement.

1.12 WORK-means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by SERVICE PROVIDER under this Agreement.

1.13 LIAISON-Representative of the COUNTY who shall act as Liaison between the County and the SERVICE PROVIDER for all matters pertaining to this Agreement, including review of SERVICE PROVIDER'S plans and work.

2 CONTRACT DOCUMENTS
2.1 LIST OF DOCUMENTS

The Agreement, any required bonds, the General Conditions, the Appendices, the Detailed Scope of Work, the Specifications, the Drawings, the Exhibits, and all Agreement Supplemental Agreements shall constitute the Agreement Documents.

2.2 CONFLICT AND PRECEDENCE

2.2.1 The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Supplemental Agreements
2. Agreement
3. General Conditions
4. Detailed Scope of Work
5. Specifications
6. Drawings

3 CHANGES AND EXTRA WORK

The COUNTY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the SERVICE PROVIDER’S compensation, which are mutually agreed upon by and between the COUNTY and the SERVICE PROVIDER, shall be incorporated in written Supplemental Agreements to the Agreement.

4 PERSONNEL AND EQUIPMENT

The SERVICE PROVIDER represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with, the COUNTY. Primary liaison with the COUNTY will be through its designee. All of the services required hereunder will be performed by the SERVICE PROVIDER under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

The SERVICE PROVIDER shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work; and further shall employ only qualified surveyors in responsible charge of any survey work.

The SERVICE PROVIDER shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration, being in the full employ of the SERVICE PROVIDER and responsible for the work prescribed by this Agreement.

5 ACCURACY OF WORK

The SERVICE PROVIDER shall be responsible for the accuracy of the work and shall promptly correct errors and omissions in its plans and specifications without additional compensations.

Acceptance of the work by the COUNTY will not relieve the SERVICE PROVIDER of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

6 FINDINGS CONFIDENTIAL
The SERVICE PROVIDER agrees that its conclusions and any reports are for the confidential information of the COUNTY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the COUNTY, and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by the SERVICE PROVIDER pursuant thereto shall become the property of the COUNTY and be delivered to the DEPARTMENT.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the COUNTY.

It is further agreed that if any information concerning the PROJECT, its conduct, results, or data gathered or processed should be released by the SERVICE PROVIDER without prior approval from the COUNTY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the SERVICE PROVIDER, but should any such information be released by the COUNTY or by the SERVICE PROVIDER with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

7 TERMINATION OF AGREEMENT FOR CAUSE

If through any cause the SERVICE PROVIDER shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the SERVICE PROVIDER shall violate any of the covenants, agreements or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to the SERVICE PROVIDER of such termination, and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid scheduler without prior approval of the COUNTY shall constitute cause for termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the SERVICE PROVIDER under this Agreement shall become the property of the COUNTY, and the SERVICE PROVIDER shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as determined by the COUNTY.

8 TERMINATION FOR CONVENIENCE OF THE COUNTY

The COUNTY may terminate this Agreement for its convenience at any time upon 30 days notice in writing to the SERVICE PROVIDER. If the Agreement is terminated by the COUNTY as provided in this Article 8, the SERVICE PROVIDER will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by the SERVICE PROVIDER which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

All such expenses shall be properly documented and submitted to the COUNTY for processing and payment. The County shall be the final authority in the event of any disputes over authorized costs between the COUNTY and the SERVICE PROVIDER.

9 SERVICE PROVIDERS TO COOPERATE WITH OTHER SERVICE PROVIDERS

If the COUNTY undertakes or awards other contracts for additional related work, the SERVICE PROVIDER shall fully cooperate with such other SERVICE PROVIDERS and the COUNTY employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the COUNTY. The SERVICE PROVIDER shall not commit or permit any act which will interfere with the performance of work by any other SERVICE PROVIDER or COUNTY employees.

10 INDEMNIFICATION
SERVICE PROVIDER agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors or omissions of the SERVICE PROVIDER. SERVICE PROVIDER'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

SERVICE PROVIDER further agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the SERVICE PROVIDER.

11 COVENANT AGAINST CONTINGENT FEES

The SERVICE PROVIDER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by SERVICE PROVIDER for the purpose of securing business and that the SERVICE PROVIDER has not received any non-COUNTY fee related to this Agreement without the prior written consent of the COUNTY. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

12 INSURANCE

The SERVICE PROVIDER shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy (s) that will ensure and indemnify both GWINNET COUNTY and SERVICE PROVIDER against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the SERVICE PROVIDER during the term of this Agreement. The liability under such insurance policy shall be not less than as stated in the Bid Proposal.

The SERVICE PROVIDER shall provide, at all times that this Agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The SERVICE PROVIDER shall provide, at all times that this Agreement is in effect, Professional Liability Insurance with a limit of not less than that as stated in the Bid Proposal. Additionally, SERVICE PROVIDER shall provide, at all times that this Agreement is in effect, automobile liability insurance with a limit of not less than that as stated in the Bid Proposal.

The policies shall be written by a responsible company(s), to be approved by the COUNTY, and shall be non-cancelable except on thirty-(30) days' written notice to the COUNTY. Such policies shall name the COUNTY as additional insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

13 PROHIBITED INTERESTS

13.1 Conflict of Interest: The SERVICE PROVIDER agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree
with the performance of its services hereunder.

13.2 Interest of Public Officials: No member, officer, or employee of the COUNTY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

14 SUBCONTRACTING

The SERVICE PROVIDER shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the DEPARTMENT's prior written approval of the SUBSERVICE PROVIDER, except as may have been specifically stated in the SERVICE PROVIDER'S response to proposal per Exhibit A. The DEPARTMENT will not approve any SUBSERVICE PROVIDER for work covered by this Agreement that has not been recommended for approval by the Department Director.

All subcontracts in the amount of $5,000 or more shall include the provisions set forth in this Agreement.

15 ASSIGNABILITY

The SERVICE PROVIDER shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the COUNTY.

16 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the SERVICE PROVIDER agrees as follows: (1) the SERVICE PROVIDER will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the SERVICE PROVIDER will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) the SERVICE PROVIDER will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subservice provider, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

17 ANTI-KICKBACK CLAUSE

Salaries of architects, draftsmen, technical engineers and engineers, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The SERVICE PROVIDER hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

18 AUDITS AND INSPECTORS

At any time during normal business hours and as often as the COUNTY may deem necessary, the SERVICE PROVIDER shall make available to the COUNTY for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the COUNTY to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The SERVICE PROVIDER shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the COUNTY or any reviewing agencies, and
copies thereof shall be furnished upon request. The SERVICE PROVIDER agrees that the provisions of this Article shall be included in any Agreements it may make with any SUBSERVICE PROVIDER, assignee, or transferee.

19 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

All documents and materials prepared pursuant to this Agreement are the property of the COUNTY. The COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Agreement without according credit of authorship. The COUNTY shall hold harmless and indemnify the SERVICE PROVIDER against all claims arising out of such use of documents and materials without the SERVICE PROVIDER'S knowledge and consent.

20 VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the COUNTY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the SERVICE PROVIDER to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.

21 INDEPENDENT SERVICE PROVIDER

The SERVICE PROVIDER shall perform the services under this Agreement as an independent service provider and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the SERVICE PROVIDER or any of its agents or employees to be the agent, employee, or representative of the COUNTY.

22 NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.
ADDITIONAL TRANSIT SPECIFIC CONDITIONS
TO SERVICE PROVIDER AGREEMENT

23 PAYMENT TO THE CONTRACTOR

Invoices for payment shall be submitted by the fifth (5th) calendar day of each month to facilitate processing for payment by the twenty-fifth (25th) of that same month. Invoices received after the 5th calendar day of the month may not be paid until the 25th day of the following month. If County disputes any or all portions of an invoice, the County shall so notify the Contractor within seven (7) calendar days following receipt of said invoice, identify the basis of disagreement, and pay when due that portion of the invoice, if any, not in dispute.

Monthly payments for fixed route and paratransit services shall be based on scheduled service performed in the preceding month, invoiced according to the Contract cost schedule. The County may adjust its payment of monthly invoices by withholding payment or portions of payment if County determines that the Contractor has incurred any liquidated damages, or both, as specified in the paragraph titled “Performance Standards and Liquidated Damages”, below. Payment for special event services authorized by the County, if any, will be made in accordance with the cost schedule negotiated between County and Contractor in advance of providing the special event services.

24 OPERATING REVENUES

All operating revenues collected by the Contractor are the property of GRTA and Gwinnett County. For the purposes of this Contract, operating revenues shall include, but not necessarily be limited to, farebox receipts, ticket and pass sales revenue, and natural gas tax rebates. The Contractor shall be responsible for handling farebox receipts and pass and ticket sales revenues in the manner described in the RFP scope of work and incorporated into the Contract by reference, and as necessary to meet the requirements of federal, State and local financial audits.

25 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

Services provided by the Contractor shall be operated to maximize productivity and service quality for the customer. The following performance criteria shall be eligible for liquidated damages on a monthly basis, unless otherwise specified. Standards shall be evaluated at the beginning of each Contract year and may be adjusted to conform to the overall annual goals of GRTA and the County and/or actual results of prior year’s activities.

The Contractor will perform all transit services required by the Contract according to the performance standards set forth in this section. As part of the Contractor’s proposal, the Contractor should outline the specific actions it intends to take to meet each of the standards provided herein. The specific actions outlined in the Contractor’s proposal will be one of the criteria used to evaluate and rank the proposals. Proposals that do not contain details regarding the Contractor’s approach to meeting or exceeding each of the performance standards outlined herein will not be considered.

Due to the nature of the service to be rendered, the Contractor, GRTA and the County agree that it is extremely difficult to fix actual damages which may result from failure on the part of the Contractor to perform any of its obligations herein and resulting in loss to GRTA or the County. Therefore, both parties agree that the Contractor’s liability should be limited to and fixed at the sums stated herein as liquidated damages. The decision by GRTA or the County is final with respect to any assessment of liquidated damages. GRTA or the County may rely on information supplied by the Contractor, by the public, by staff, or by any other means available in determining assessment of liquidated damages.
Liquidated damages will be deducted from the monthly invoice totals for the month in which the damage was incurred. Liquidated damages will not be assessed for the below-described occurrences if they are judged to be the result of events that are outside the control of the Contractor, as determined by GRTA or the County.

GRTA or the County reserves the right, at its sole discretion, to allow extenuating circumstances to excuse the imposition of liquidated damages. The assessment of liquidated damages as provided under this Contract shall in no way whatsoever relieve the Contractor of its obligations to provide the services required by the terms of this Contract.

Assessment of liquidated damages for any violation(s) on one or more occasion does not constitute a waiver of GRTA or the County’s right to terminate the Contract for default pursuant to the Termination of Agreement for Default clause of this Contract or for any violations on any other occasions. Remedies described in this paragraph and in the Termination of Agreement for Default clause shall be, at the GRTA and the County’s sole discretion, cumulative and not alternative.

25.1 BUS OPERATING AHEAD OF SCHEDULE (HOT)

Performance Standard: No bus shall depart a time point before its scheduled departure time.

Liquidated Damage: The Contractor shall be assessed a liquidated damage of two hundred dollars ($200) per incident when a fixed route bus is observed in revenue service departing a scheduled time point any time before its scheduled departure time.

Random observations by GRTA or County staff, the Contractor’s road supervision reports, technology such as CAD/AVL and CCTV will be used to determine the contractor’s on-time performance. No “HOT” trip observations shall be double-counted or counted consecutively over several time points on the same trip.

25.2 MISSED BUS TRIPS

Performance Standard: The Contractor shall complete scheduled fixed route trips in their entirety and within fifteen (15) minutes of scheduled time. The Contractor shall, at a minimum, complete 99.85% of all scheduled fixed route trips on a monthly basis to meet this standard. Any bus that departs a scheduled time point ten (15) minutes late shall be considered a “missed trip”.

Liquidated Damage: Each fixed route missed trip shall be assessed a liquidated damage of two hundred dollars ($200) if the overall 99.85% minimum performance standard is not achieved. However, a missed trip due to operator error shall be assessed the two hundred dollar ($200) missed trip liquidated damage regardless of the minimum performance standard achieved.

GRTA or the County may waive penalties for missed trips or late trips when circumstances exist that are beyond the Contractor’s control, such as passenger illness, significant traffic delays due to weather conditions, accidents not involving Xpress or GCT, non-preventable accidents involving Xpress or GCT, road closures and repairs causing delays or re-routings, parades or other special events.

Trips that are missed due to mechanical failures, vehicle unavailability, preventable accidents, driver unavailability, or driver error may also be subject to a time deduction equal to the actual lost revenue time. The appropriate revenue time will be deducted from the total Bus Hours recorded on the monthly invoice.

25.3 BUS ON-TIME PERFORMANCE

The Contractor shall maintain on-time performance. The Contractor shall maintain on-time performance within zero (0) minutes early and five (5) minutes late of scheduled departure times
on all routes. The Contractor will be considered on time if lateness is due to train delays (for GCT local service only), traffic delays, accidents not involving a GRTA or GCT bus, or wheelchair boardings provided the Contractor documents each and every delay by date, route number, block number, bus number, time of day and reason for delay. If a bus operator is consistently late without cause, GRTA or GCT will notify the Contractor and expect a thorough investigation and follow-up response from the Contractor within 48 hours from time of notification.

On-time Performance will be monitored using the CAD/AVL system and submitted operations reports.

Liquidated damage: $1.00 per revenue hour shall be deducted from the Contractor’s monthly service hour billing each month the system as a whole (Xpress service separately from GCT service) fails to operate on time at least 85% of the time from point of departure. The liquidated damage shall be applied to all revenue hours operated that particular month.

Liquidated damages will be applied to the monthly invoice.

25.4 ADA COMPLIANCE STANDARDS

Performance Standard: Bus operators shall report all vehicle annunciator malfunctions, wheelchair lift or ramp malfunctions or any other ADA equipment malfunction to dispatch immediately upon discovery and dispatch shall report the malfunction to maintenance through a documented report of failure by the end of the work day. This information shall also be documented on the Daily Operations Report described in section 3.2. In the event service will be missed without the use of a bus with malfunctioning ADA equipment, written authorization must be obtained from GRTA or the County as appropriate.

The Contractor shall meet all ADA requirements. The Contractor is responsible for the following:

• The use of mobility devices to board passengers

• Properly boarding passengers who are required to stand on the wheelchair lift platform to be lifted into the vehicle

• Properly securing wheelchair passengers in the wheelchair tie-down positions

• Making the required announcements of stops

• Daily testing of lights

• No vehicle may depart from the maintenance facility without operational lights.

• ADA equipment malfunction reporting (including voice enunciators, wheelchair lift/ramp)

Liquidated Damage: The Contractor shall be assessed a liquidated damage of one hundred and fifty dollars ($150) for each instance in which the Contractor fails to comply with the required ADA compliance standards or uses a malfunctioning ADA equipped bus without written authorization from GRTA or the County as appropriate. The Contractor shall not be paid for Bus Hours operated by vehicles with malfunctioning required ADA equipment.
Compliance with the above standard will be monitored through random mystery rider surveys, GRTA and GCT staff observations and CCTV.

25.5 **PARATRANSIT ON-TIME PERFORMANCE**

Performance Standard: The Contractor shall achieve 100% on-time performance of all scheduled paratransit trips within 30 minutes of the scheduled pick-up time excluding cancellations and no-shows. In the event of an in-service breakdown, the bus operator’s absence or other service-related problems, the contractor shall dispatch another vehicle as soon as possible in order to provide service.

Missed trip statistics compiled by the Contractor and provide to the County monthly shall be used by the County to determine performance.

Liquidated Damage: The Contractor shall be assessed a liquidated damage of fifty dollars ($50) per out of the window trip.

25.6 **CUSTOMER SERVICE COMPLAINT RESOLUTION**

Performance Standard: The Contractor shall make an initial response to a customer complaint within three (3) business days (Sunday excluded) from complaint receipt (including a response to GRTA or GCT staff); if the complaint cannot be resolved within this time frame, the customer or staff will be notified that further investigation is necessary. A completed investigation and follow-up response (telephone or email) will be provided to the customer, GRTA or GCT staff within seven (7) business days from complaint receipt.

Liquidated Damage: The Contractor shall be assessed a liquidated damage of one hundred dollars ($100) for each instance in which the Contractor fails to comply with the customer service complaint resolution standards.

25.7 **BUS AND PARATRANSIT SERVICE COMPLAINTS**

Performance Standard: No more than one complaint for every 1,000 passenger boardings will be received by the Contractor and GRTA or the Contractor and the County to meet this standard.

Liquidated Damage: Liquidated damages equal to one (1%) percent of the month’s invoice amount shall be assessed for any month in which more than 1.5 customer complaints are registered for every 1,000 passenger boardings.

25.8 **VEHICLE MAINTENANCE**

Performance Standard: The Contractor shall meet or exceed the requirements specified in Section 2.7. GRTA or the County’s vehicle maintenance requirements do not solely refer to the task of performing normal preventive maintenance tasks on a specified schedule, but rather that the tasks are well performed and that the vehicle and all equipment on the vehicle are operable and reliable when in service. The Contractor is responsible for performing at the specified standards the following maintenance tasks on a vehicle by vehicle basis:

- Completing 100% of all preventive maintenance inspections within 10% of the scheduled interval
- Maintaining the heating systems. The heating systems must be fully operable from November 1 to February 28
- Maintaining the air conditioning systems. The air conditioning systems must be fully operable from March 1 to October 31
• Repairing major vehicle body damage (interior or exterior) within 21 calendar days of occurrence

• Repairing minor vehicle body damage (interior or exterior), such as scratches or damaged decals, within 30 calendar days of occurrence

• Replacing or repairing seat damage within 72 hours of occurrence

1) Repairing ADA-required equipment within 48 hours of occurrence. This equipment includes:

   ▪ Public address (PA) system
   ▪ Destination signs
   ▪ Stop Request signs
   ▪ Passenger signal tape or buttons
   ▪ Wheelchair lift equipment
   ▪ Wheelchair tie-down and securement equipment
   ▪ Vehicle kneeling equipment
   ▪ Step well lighting
   ▪ Required ADA signage and decals

2) Ensuring that all vehicles placed in revenue service meet safety standards. This includes the following systems:

   ▪ Brakes
   ▪ Steering components
   ▪ Air conditioning during the period March 1 through October 31
   ▪ Heating during the period November 1 through February 28
   ▪ Emergency exits/doors/windows
   ▪ Communications equipment
   ▪ Safety and fire equipment
   ▪ Other conditions required by Federal or State regulations

Liquidated Damage: The Contractor shall be assessed liquidated damages in the amount of one hundred dollars ($100.00) per day, or thirty-three cents ($0.33) per mile, whichever is greater, for each day or mile beyond the preventive maintenance schedule proposed by the Contractor or negotiated by the Contractor, GRTA and the County for which the required maintenance has not been performed.

Liquidated damages shall be assessed in the amount of one hundred dollars ($100.00) per incident per day for each instance in which the Contractor fails to comply with the following Vehicle Maintenance Standards:

• Repairing major vehicle body damage (interior and exterior) within 21 calendar days of occurrence, unless the County has granted a waiver of this requirement

• Repairing minor vehicle damage (interior or exterior), such as scratches or damaged decals, within 30 calendar days of occurrence

• Replacing or repairing seat damage within 72 hours of occurrence

• Repairing ADA-required equipment within 48 hours of occurrence

• Maintaining the heating systems: The heating systems must be fully operable from November 1 to February 28
• Maintaining the air conditioning systems: The air conditioning systems must be fully operable from March 1 to October 31

Under no circumstances shall a bus be placed into revenue service when it has been designated “Out of Service” due to safety-related issues. Liquidated damages shall be assessed in the amount of five hundred dollars ($500.00) per each revenue hour that such a bus is used in revenue service. The Contractor shall not be paid for Bus Hours operated by vehicles that have been designated “Out of Service”.

If maintenance is not performed in accordance with the required Performance Standards, GRTA and the County reserves the right to have the maintenance performed itself and to assess the cost of the maintenance performed to the Contractor. The Contractor will receive five (5) business days written notice of GRTA or the County’s intention to take such action.

Continued failure by the Contractor to provide a maintenance program that conforms in all respects to the required Performance Standards may result in termination of the Agreement.

25.9 VEHICLE OUT OF FUEL

If a bus runs out of fuel while in revenue service a liquidated damage will be assessed.

Liquidated damage: $500 per occurrence

Liquidated damage will be applied to monthly invoice

25.10 MILES BETWEEN ROAD CALLS

Performance Standard: On a monthly basis, Contractor will maintain an interval of at least nine thousand (9,000) miles between mechanical road calls for vehicles used in revenue service. A mechanical road call shall be defined as any occasion when a mechanical failure (including a malfunctioning wheelchair lift and/or securement device) on a bus requires technical or supervisory assistance and/or delays the scheduled trip by fifteen (15) minutes or more, or terminates a scheduled trip.

Liquidated Damage: If said interval falls below nine thousand (9,000) miles between mechanical road calls, then GRTA and/or the County shall assess liquidated damages of five hundred dollars ($500).

25.11 VEHICLE CLEANING

Performance Standard: The Contractor shall maintain revenue vehicles in a clean and neat condition at all times. The Contractor is responsible for the following:

1) Daily cleaning of the interior of the vehicles
2) Minor detail cleaning every 30 days
3) Major detailed cleaning of twice a year
4) Quarterly upholstery cleaning

Liquidated Damage: The Contractor shall be assessed a liquidated damage of one hundred fifty dollars ($150) for each instance in which the Contractor fails to comply with the required vehicle cleaning standards. Non compliance may be determined by spot checks or during inspections by authorized GRTA staff or County staff or verifiable customer complaints. The expectations for cleanliness, including removal of graffiti, are found in the RFP.
25.12 BUS AND PARATRANSIT DRIVER TRAINING

Performance Standard: Compliance with Contract requirements of training, re-training and refresher training of employees.

Liquidated Damage: Liquidated damage of fifty dollars ($50) per employee per day and potential termination of Contract for failure to meet this standard.

25.13 SUBMISSION OF REPORTS AND MAINTENANCE RECORD KEEPING

Performance Standard: The Contractor shall maintain and submit accurate daily, weekly, and monthly reports on the schedules specified in Sections 2.7.2, 2.7.17 (Maintenance Reports) and 3.2 (Operations Reports).

Liquidated Damage: The Contractor shall be assessed liquidated damages of two hundred dollars ($200) per day until completed reports are submitted in a form approved by GRTA and/or the County. Calculation of liquidated damages shall be based upon the number of days expired following a missed reporting date, according to a schedule in sections 2.7.17 (Maintenance Reports) or 3.2 (Operations) Reports, or following the inability of GRTA or County Staff to access vehicle maintenance records during planned or unannounced visits or inspections of the vehicle operations and maintenance facility as described in section 2.7.2 until the day on which accurate reports are actually submitted to GRTA and/or the County.

25.14 ACCIDENT REPORTING STANDARDS

The Contractor shall report all passenger or vehicle accidents to GRTA or the County within 24 hours of the occurrence and follow up with a complete, correct, and detailed written accident report within seven (7) days of the occurrence.

Liquidated damage: Failure by the Contractor to report an accident within 24 hours of the occurrence and to follow up with a complete, correct, and detailed written accident report within seven (7) business days of the occurrence shall result in a liquidated damage of two hundred dollars ($200) per business day until the report is submitted to GRTA or the County.

The police report shall be provided within seven (7) business days from the date of the accident. Failure by the Contractor to provide a Police Report within seven (7) business days of the occurrence shall result in a liquidated damage of one hundred ($100) dollars per business day until the report is submitted to GRTA or the County.

Liquidated damages will be applied to the monthly invoice.

MAJOR NTD REPORTABLE ACCIDENTS

The Contractor shall report all NTD Reportable Accidents, as defined by the National Transit Database within (30) minutes of the occurrence and follow up with designated GCT County with a complete, correct, and detailed written accident report within three (3) days of the occurrence.

Liquidated Damage: Failure by the Contractor to report an NTD Reportable Accident within thirty (30) minutes of the accident, provide a complete, correct, and detailed accident report within three (3) business days of the occurrence shall result in a liquidated damage of two hundred fifty
($250) dollars per business day until the report is submitted to the GRTA. The police report shall be provided within seven (7) days from the date of the accident.

Liquidated damage will be applied to monthly invoice.

25.15 NTD Reporting Standards

The Contractor is responsible for compiling information regarding the GRTA Xpress service and GCT transit service operations information separately; including vehicle revenue hours, vehicle mileage, passenger trips and service failures for the preparation of the National Transit Database Report. This report is critical to the receipt of federal funding and the Contractor must ensure that all deadlines and procedures established by the FTA regarding this report are followed and any follow-up responses are adhered to.

The Contractor’s operations staff must have a clear understanding of all aspects of the NTD Report including how to develop an FTA approved sampling methodology for collecting passenger data during mandatory sampling years. In addition, on a monthly basis, the Contractor shall provide the required NTD information on the appropriate NTD form along with all backup information. This information shall be supplied with the monthly invoice for each service.

Liquidated Damage: Failure by the Contractor to include, with the monthly invoice, the required NTD information, on the appropriate NTD form along with all backup information shall result in a liquidated damage of one-hundred dollars ($100) per business day until the report is submitted to GRTA and/or the County.

Liquidated damage will be applied to monthly invoice.

OTHER LIQUIDATED DAMAGE ASSESSMENTS

(a) Fifty dollars ($50) per occurrence for each unauthorized deviation from the transit routes as described in the route descriptions provided by the County.

(b) Fifty dollars ($50) per occurrence for each time a wheelchair lift does not function when needed (in revenue service or when requested by a representative of GRTA or the County.

(c) Fifty dollars ($50) per day for failure to submit NTD reports as required in Section 3.8.

(d) Two hundred fifty dollars ($250) per day for failure to submit Drug and Alcohol or MIS reports as required in Section 3.9.

(e) Two hundred and fifty dollars ($250) per day for failure to submit a completed monthly invoice and back up documentation by the 5th day of each month.

26 FORCE MAJURE

Any delay or failure of performance by either party shall not constitute a default or give rise to any claims for damages if and to the extent the failure is primarily caused by any act, event or condition reasonably
beyond that party’s control and adversely affecting its ability to perform its obligations, including but not limited to:

(a) Acts of God, lightening, earthquake, fire, epidemic, landslide, drought, hurricane, tornado, storm, explosion, failure of utilities, flood, nuclear radiation, or any other act by third parties that interferes with transit operations.

(b) Condemnation or other taking by any government body, change in any applicable law, rule, regulation, ordinance, or permit condition not in effect as of the date hereof.

(c) Any order, judgment, action or determination of any federal or state court, administrative agency, or government body.

27 DISPUTES

(a) Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within fifteen (15) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Contracting Officer. The decision of the Contracting Officer or his/her duly authorized representative for the determination of such appeals shall be final and conclusive. This provisions shall not be pleaded in any suit involving a question of fact arising under this Contract as limiting judicial review of any such decision to cases where fraud by such official or his/her representative or board is alleged. Provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence in support of his/her appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Contracting Officer’s decision.

(b) The Disputes clause does not preclude consideration of questions of law in connection with decisions provided for in paragraph (a), above. Nothing in this Contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

28 MINIMUM VEHICLE AVAILABILITY

Contractor shall provide at least ninety (90%) percent of the GCT fixed route local bus fleet, ninety (90%) percent of the GCT fixed route express coach fleet, ninety (90%) of the GRTA fixed route Xpress coach/bus fleet, and ninety (90%) of the GCT paratransit vehicle fleet in operable condition for revenue service in peak periods unless otherwise directed by the County.

29 ERISA

The Contractor shall comply with the provisions of the Employee Retirement Income Security Act of 1974, as amended, with respect to each of its employee benefit plans. The Contractor shall supply the County with such information concerning the status of each of the Contractor’s employee benefit plans, as the County shall reasonably request.

30 LABOR DISPUTES

Contractor shall have exclusive responsibility for conducting its labor relations including negotiating any labor Contract, if one is negotiated. In the event the Contractor has knowledge that an actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor shall
immediately give notice, including all relevant information, to the County’s Transit Division Director. The County shall not have responsibility or liability for labor disputes between the Contractor and its employees.

31 COUNTY PROPERTY

The County shall make available to Contractor all relevant materials and equipment specified in the scope of services. All such material furnished to the Contractor shall be used by the Contractor only in connection with the Contract and title thereto shall at all times remain in Gwinnett County. Upon termination or completion of this Contract, all such material shall be returned promptly to the County. All County-furnished property is subject to the provisions of this article and is hereinafter sometimes collectively referred to as “County Property”.

Title to the County Property shall not be affected by the incorporation or attachment thereof to any property not owned by the County, nor shall such County Property, or any part thereof, be or become a fixture or lose its identity by reason of affixation to any realty. The Contractor agrees to promptly account for all County Property and to maintain a suitable inventory control system acceptable to the Contracting Officer.

The Contractor shall maintain and administer, in accordance with sound business practice, a program for the maintenance, repair, protection, and preservation of County Property so as to assure its full availability and usefulness for the performance of this Contract. The Contractor shall take all steps to comply with all appropriate directions or instructions that the Contracting Officer may prescribe as reasonably necessary for the protection of County Property.

Upon the occurrence of loss or destruction of, or damage to, the County Property, the Contractor shall notify the Contracting Officer, and shall take all reasonable steps to protect the County Property from further damage, separate the damaged and undamaged County Property, put all the County Property in the best possible order, and furnish to the Contracting Officer a statement of all the details concerning the loss or damage. The Contractor shall then take such action as the Contracting Officer shall direct.

In the event the Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the County Property involved, or shall otherwise reimburse Gwinnett County, as directed by the Contracting Officer. The Contractor shall do nothing to prejudice the County’s right to recover against third parties for any such loss, destruction, or damage, and upon the request of the Contracting Officer, shall, at the County’s expense, furnish to the County all reasonable assistance and cooperation including the prosecution of suit and the execution of instruments of assignment in favor of the County in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of or damage to County Property, the Contractor shall enforce the liability of the subcontractor for such loss or destruction of or damage to the County Property for the benefit of Gwinnett County.

The County shall at all reasonable times have access to the premises where any of the County Property is located.

Directions of the Contracting Officer and communications of the Contractor issued pursuant to this article shall be in writing.

32 TAX EXEMPT

The County and its agencies are exempt under present law from state and local taxes in the State of Georgia. All transactions under the Contract shall be deemed to have been accomplished within the State of Georgia.

33 REPLACEMENT SERVICES
(a) In the event that the Contractor is unable, due to a strike, work stoppage, or other event not caused by Gwinnett County and not covered by the Force Majeure clause of this Contract, to provide services in full compliance with the requirements of the Contract, then the County may, in lieu of finding the Contractor in default, obtain the services of a replacement operator or provide the services with its own resources (collectively referred to as “replacement services”). The County may use such replacement services as a substitute for all or any part of Contractor’s services, and may maintain such replacement services in effect until the Contractor is able to resume performance in full compliance with the Contract. Prior to implementing replacement services, County shall notify the Contractor in writing and provide the Contractor with three days to cure its noncompliance.

(b) If Gwinnett County uses replacement services under this section, the Contractor shall be liable to the County for the actual amount by which the cost of such services exceeds the amount that would have been payable under this agreement for comparable services, including any expenses (including internal administrative costs) incurred by the County in soliciting and obtaining those services. In addition, the only compensation payable to the Contractor by the County during any period in which replacement services are being provided shall be for any hours of service actually provided by the Contractor.

(c) Any actions taken by Gwinnett County pursuant to this section to the Contractor’s failure to perform shall not preclude the County from subsequently finding the Contractor in default for the same or any related failure to perform.

34 49 USC SECTION 5333(b) INDEMNITY

(a) The Contractor will abide by and carry out on behalf of the County the obligations and duties imposed on the County by the certifications regarding the subject transportation services issued by the United States Department of Labor under 49 USC Section 5333(b) (formerly Section 13(c) of the Urban Mass Transportation Act of 1964), and any supplementary certification pertaining to same. In addition, the Contractor will cooperate fully in any negotiation by the County, and will take all other such action reasonably requested by the County, in connection with obtaining any other 49 USC Section 5333(b) certifications during the term of the Contract, and will abide by and carry out all obligations and duties imposed by the County by such other certifications. The Contractor will be financially and administratively responsible for, and will indemnify, defend and hold harmless the County and the Board of Commissioners from and against, any losses, liabilities, claims and expenses (including, without limitation, any reasonable attorneys’ fees) incurred by the County to the extent arising from Contractor’s violation or non-compliance with any 49 USC Section 5333(b) certifications covered by this paragraph.

(b) The Contractor shall not assist or encourage any employee to file or otherwise pursue a Section 5333(b) claim against the County, or take any action which is contrary to the interests of the County under Section 5333(b) or its Section 5333(b) arrangements or agreements, relating to the termination of services under the Contract, any future transition from the Contractor to another service provider, or any other action or event relating to the Contract. If the Contractor fails to comply with this obligation, the Contractor shall be financially liable for all costs incurred by the County (including attorneys’ fees) associated with any Section 5333(b) claims or any delays in the receipt of federal funds.

***Gwinnett County requires that all Contracts between parties be entered into via the following documents. If any exceptions are taken to any part of this document, each must be stated in detail and submitted as part of your proposal/bid document. If no exceptions are noted it is assumed that the party fully agrees to the contract in its entirety. Exceptions to the sample contract provided in this request for proposal will be considered in terms of responsiveness when making award.***
ANNUAL SERVICE PROVIDER CONTRACT

This CONTRACT made and entered into this __________day of________________, 20__ by and between Gwinnett County, Georgia (Party of the First Part, hereinafter called the "County"), and, (Party of the Second Part, hereinafter called the "Service Provider").

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERM:
The services to be performed under this Agreement shall commence on __________ or execution of the contract, whichever is later, for a one-year period with four one-year options to renew.

2. ATTACHMENTS:
Copies of the Service Provider's proposal, including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, and Detailed Specifications submitted to the County during the Bid process (hereinafter collectively referred to as the "Bid") are attached hereto (Exhibit A) and are specifically incorporated herein by reference. In the event of a conflict between the County's contract documents and the Bid, the County's contract documents shall control.

3. PERFORMANCE:
Service Provider agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid.

4. PRICE:
As full compensation for the performance of this Contract, the County shall pay the Service Provider for the actual quantity of work performed. Bid amount shown on Exhibit A is the total obligation of the County pursuant to OCGA section 36-60-13 (a) (3). The fees for the work to be performed under this Contract shall be charged to the County in accordance with the rate schedule referenced in the Bid (Exhibit A). The County agrees to pay the Service Provider following receipt by the County of a detailed invoice, reflecting the actual work performed by the Service Provider.

5. INDEMNIFICATION AND HOLD HARMLESS:
Service Provider agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors, or omissions of the Service Provider. Service Provider's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Service Provider further agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Service Provider.

6. TERMINATION FOR CAUSE:
The County may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the County's rights or remedies provided by law.

7. TERMINATION FOR CONVENIENCE:
The County may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the County's termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.
8. TERMINATION FOR FUND APPROPRIATION:
The County may unilaterally terminate this Contract due to a lack of funding at any time by written notice to the Consultant. In the event of the County's termination of this Contract for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:
During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice provider, providing that the foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.

10. ASSIGNMENT:
The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the County in writing.

11. WAIVER:
A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:
The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

13. GOVERNING LAW:
The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Gwinnett County, Georgia.

14. MERGER CLAUSE:
The parties agree that the terms of this Contract include the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

(Signatures Next Page)
IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this CONTRACT to be signed, sealed and delivered.

GWINNETT COUNTY, GEORGIA

By: __________________________

Charlotte J. Nash, Chairman
Gwinnett County Board of Commissioners

ATTEST:

Signature

Diane Kemp, County Clerk
Board of Commissioners

APPROVED AS TO FORM:

Signature
Gwinnett County Staff Attorney

SERVICE PROVIDER: ______________________

BY: __________________________

Signature

___________________________

Print Name

Title

ATTEST:

Signature

___________________________

Print Name
Corporate Secretary
(Seal)
I. PREPARATION OF PROPOSALS
A. Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer’s risk.

B. Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.

C. Individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful proposer(s) will be required to complete them prior to contract execution.

E. Effective, July 1, 2013 and in accordance with the Georgia Illegal Reform and Enforcement, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed $2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

II. DELIVERY
A. Each proposer should state time of proposed delivery of goods or services.

B. Words such as “immediate,” “as soon as possible,” etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. EXPLANATION TO PROPOSERS
Any explanation desired by a proposer regarding the meaning or interpretation of the request for proposals, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all proposers before the close of the proposal. Any information given to a prospective proposer concerning a request for proposal will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers. The written proposal document supersedes any verbal or written communication between the parties. Receipt of addenda should be acknowledged in the proposal. It is the proposer’s responsibility to ensure that they have all applicable addenda prior to proposal submittal. This may be accomplished via contact with the assigned Procurement Agent prior to proposal submittal.

IV. SUBMISSION OF PROPOSALS
A. Proposals shall be enclosed in a sealed package, addressed to the Gwinnett County Purchasing Office with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.

C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the proposer’s request and expense if testing does not destroy items.

D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.

E. Full identifications of each item proposed, including brand name, model, catalog number, etc. must be furnished to identify exactly what the proposer is offering. Manufacturer’s literature may be furnished.

F. The proposer must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.

G. Unsigned proposals will not be considered except in cases where proposal is enclosed with other documents that have been signed. The County will determine this.

H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.

I. Information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act. Proprietary information must be identified. Entire proposals may not be deemed proprietary.

V. WITHDRAWAL OF PROPOSAL DUE TO ERRORS

No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

To withdraw a proposal after proposal opening, the supplier has up to forty-eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious clerical error made in calculation of proposal. Withdrawal of bid bond for this reason must be done in writing. Suppliers who fail to request withdrawal of proposal by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid bond may not be withdrawn otherwise.

Proposal withdrawal is not automatically granted and will be allowed solely at Gwinnett County’s discretion.

VI. TESTING AND INSPECTION

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item that fails to meet the specifications shall be borne by the proposer.

VII. F.O.B. POINT

Unless otherwise stated in the request for proposal and any resulting contract, or unless qualified by the proposer, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.
VIII. PATENT INDEMNITY
The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED)
A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any proposal as required in the proposal package or document. Failure to submit a bid bond with the proper rating will result in the proposal being deemed non-responsive. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury’s publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. The bid bond, payment bond, and performance bond must have the proper an A.M. Best rating as stated in the proposal when required in the proposal package or document.

X. DISCOUNTS
A. Time payment discounts will be considered in arriving at net prices and in award of proposal. Offers of discounts for payment within ten (10) days following the end of the month are preferred.

B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the County check.

XI. AWARD
A. Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.

B. The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received.

C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.

D. In the event scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.

E. In the event that negotiations with the highest ranked firm are unsuccessful the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

XII. DELIVERY FAILURES
Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day
that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. COUNTY FURNISHED PROPERTY
The County will furnish no material, labor or facilities unless so provided in the RFP.

XIV. REJECTION OF PROPOSALS
Failure to observe any of the instructions or conditions in this request for proposal shall constitute grounds for rejection of proposal.

XV. CONTRACT
Each proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the proposer and the County which shall bind the proposer on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted proposal. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a proposal containing a Gwinnett County “Sample Contract” as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via these documents. If any exceptions are taken to any part, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the “Sample Contract” in its entirety.

When the contractor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that Gwinnett County fails to pay the contractor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the contract, the County shall pay the contractor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of pay requests. The contractor’s acceptance of progress payments or final payment shall release all claims for interest on said payment.

XVI. NON-COLLUSION
Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud. Each proposer, if included in proposal documents, shall execute an affidavit of non-collusion. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVII. DEFAULT
The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVIII. TERMINATION FOR CAUSE
The County may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor’s default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County’s rights or remedies by law.

XIX. TERMINATION FOR CONVENIENCE
The County may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the County’s termination of this agreement for convenience, the contractor will
be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

XX. DISPUTES
Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XXI. SUBSTITUTIONS
Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

XXII. INELIGIBLE PROPOSERS
The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.

XXIII. OCCUPATION TAX CERTIFICATE
Each successful proposer shall provide evidence of a valid Gwinnett County occupation tax certificate if the proposer maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County and out of State proposers are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE
The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List) and other problems or requirements related to Purchasing. The Purchasing Policy and Review Committee have authority to place suppliers and contractors on the Ineligible Source List for reasons listed in the Gwinnett County Purchasing Ordinance.

XXV. AMERICANS WITH DISABILITIES ACT
All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to Michael Plonowski, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8015.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS
Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm’s solicitation response. If there are “exceptions” or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

XXVII. TAX LIABILITY
Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation
of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor. See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

XXVIII. STATE LAW REGARDING WORKER VERIFICATION

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed $2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) for the County, must satisfy the Illegal Immigration Reform and Enforcement Act, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor’s or subcontractors’ compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract. This requirement shall apply to all contracts for all labor or service contracts that exceed $2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a contractor’s or subcontractor’s records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the contractor/or subcontractor is no longer in compliance with the Illegal Immigration Reform and Enforcement Act.

XXIX. SOLID WASTE ORDINANCE

No individual, partnership, corporation or other entity shall engage in solid waste handling except in such a manner as to conform to and comply with the current Gwinnett County Solid Waste Ordinance and all other applicable local, state and federal legislation, rules, regulation and orders.

XXX. GENERAL CONTRACTORS LICENSE

Effective July 1, 2008: All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).

XXXI. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, the engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

XXXII. CODE OF ETHICS

“Proposer/Bidder” shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. The “Proposer/Bidder” shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the bid or proposal process shall render the bid or proposal non-responsive.
The act of submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Any business entity holding a contract with Gwinnett County that subsequent to execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 60-33. The ordinance will be available to view in its entirety at www.gwinnettcounty.com

XXXIII. PENDING LITIGATION
A proposal submitted by an individual, firm or business who has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

XXXIV. ELECTRONIC PAYMENT
Vendors accepting procurements should select one of Gwinnett County’s electronic payment options.

1. A vendor may select ePayables payment process which allows acceptance of Gwinnett County’s virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: vendorelectronicpayment@gwinnettcounty.com and indicate the desire to enroll in Gwinnett County’s virtual credit card payment process.

2. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online Vendor Login and Registration on the County’s web site and update the requested information on the Direct Deposit tab or mail a Direct Deposit Authorization Agreement form.

The County will send a Payment Advice notification via email for both payment types. For more information about Electronic Payments, please go to the Treasury Division page on the County’s Web Site or click here -> Gwinnett County Electronic Payments.
Gwinnett County Board Of Commissioners
Insurance Requirements
For Transit System Operation and Maintenance Contractor

1. Statutory Workers' Compensation Insurance
   (a) Georgia Statutory Limits
   (b) Employers Liability:
       Bodily Injury by Accident-$500,000 each accident
       Bodily Injury by Disease -$500,000 policy limit
       Bodily Injury by Disease -$500,000 each employee

2. Automobile Liability Insurance
   (a) $5,000,000 limit of liability per occurrence for bodily injury and property damage
   (b) $100,000 Uninsured Motorists Coverage
   (c) $5,000 Medical Payments per Person
   (d) Include Endorsement CA 24 02 Public Transportation Autos
   (e) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
   (f) Additional Insured Endorsement
   (g) Contractual Liability

3. Comprehensive General Liability including Garage Liability Insurance
   (a) $5,000,000 limit of liability per occurrence for bodily injury and property damage
   (b) $1,000,000 limit of liability per occurrence for personal injury.
   (c) The following additional coverages must apply:
       * 1986 (or later) ISO Commercial General Liability Form
       * Dedicated Limits per Project/Location Site
       * Completed Operations Coverage
       * Additional Insured Endorsement (Form B CG 2010 11 85)
       * Blanket Contractual Liability (included in 1986 Form)
       * Broad Form Property Damage (included in 1986 Form)
       * Severability of Interest (included in 1986 Form)
       * Underground, explosion, and collapse coverage (included in 1986 Form)
       * Personal Injury (deleting both contractual and employee exclusions)
       * Incidental Medical Malpractice
       * Hostile Fire Pollution Wording
4. Umbrella Liability Insurance
   (a) $15,000,000 limit of liability per occurrence/aggregate
   (b) The following additional coverages must apply
       * Additional Insured Endorsement
       * Concurrency of Effective Dates with Primary
       * Blanket Contractual Liability
       * Drop Down Feature
       * Care, Custody, and Control - Follow Form Primary
       * Aggregates: Apply Where Applicable in Primary
       * Completed Operations Coverage
       * Umbrella Policy must be as broad as the primary policy

5. Environmental Impairment Liability (Pollution Liability)
   (a) $1,000,000 limit of liability per occurrence for bodily injury and property damage.
   (b) The following additional coverages must apply
       * Additional Insured Endorsement

6. Employment Practices Liability
   (a) $1,000,000 limit of liability per occurrence for wrongful acts including bodily injury.
   (b) The following additional coverages must apply
       * Additional Insured Endorsement
       * Dedicated Limits per Project/Location Site

7. Physical Damage Insurance
   (a) $100,000 limit for all risk physical damage to the buses and any other county vehicles the Contractor may use in the operation. As an option the Contractor can purchase comprehensive and collision coverages as part of the automobile policy. Deductible levels shall be determined by the Contractor based upon Contractor’s ability to cover deductible payments in the event of a claim. The Contractor shall be responsible for all damages falling below the deductible.

8. Third Party Employee Fidelity Bond Coverage
   (a) $500,000 limit for third party employee dishonesty coverage.
   (b) $10,000 Money and Securities coverage.
   (c) Gwinnett County shall be named as an additional insured as their interest may appear.

9. The cancellation provision must provide 90 days notice of cancellation.

10. Certificate Holder should read:
    Gwinnett County Board of Commissioners
    75 Langley Drive
    Lawrenceville, GA 30046-6935
11. Insurance Company, except Worker’s Compensation carrier, must have an A.M. Best Rating of A-6 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Risk Management Division. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor’s broker/agent 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-6 or better.

12. Insurance Company should be licensed to do business by the Georgia Department of Insurance.

13. Gwinnett County Board of Commissioners, their officials, agents, employees, and volunteers must be shown as an additional insured on General Liability, Auto Liability, Environmental Liability (Pollution Liability), Fidelity Bond, and Umbrella. The County must be a loss payee on the Automobile Physical Damage.

14. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the county.

15. The Contractor shall agree to provide complete certified copies of current insurance policy(ies) if requested by the County to verify the compliance with these insurance requirements.

16. All insurance coverages required by the Contractor will be primary over any insurance or self-funded program carried by the County.

17. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor’s expense.

18. No Contractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.

19. All Risk Contractor's Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be for full replacement cost. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
20. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim. Any loss run information available from the contractor or their insurer will be made available to the county upon their request.

21. 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 liability provisions of the Contract.

22. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.

23. The Contractor shall at a minimum apply risk management practices accepted by the transit industry.
PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS ACKNOWLEDGEMENT

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

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

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

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

CIVIL RIGHTS ACKNOWLEDGEMENT

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

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

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

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

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

**RECYCLED PRODUCTS**

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

**CLEAN AIR AND WATER ACTS COMPLIANCE**

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

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.
**Clean Water** - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

**ENERGY CONSERVATION COMPLIANCE**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6321 et seq.)

**CHARTER AND SCHOOL BUS CLAUSES**

**Charter Service Operations** - The Contractor agrees that neither it nor any subcontracted public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 or under 23 U.S.C. §§ 133 or 142, will engage in charter service operations, except as authorized by 49 U.S.C. § 5323(d) and FTA regulations, “Charter Service,” 49 C.F.R. Part 604, and any Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing.

**School Bus Operations** - The Contractor agrees that neither it nor any subcontracted public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 or under 23 U.S.C. §§ 133 or 142, will engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school transportation operators, except as authorized by 49 U.S.C. §§ 5323(f) or (g), as applicable, and FTA regulations, “School Bus Operations,” 49 C.F.R. Part 605 to the extent consistent with 49 U.S.C. §§ 5323(f) or (g), in accordance with any School Transportation Operations regulations or FTA directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.

**TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS**

The Contractor agrees to comply, and assures the compliance of each subcontractor, with the following federal laws and regulations providing transit employee protections. The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.


b. **General Transit Employee Protective Requirements.** – The Contractor agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines, “Section 5333(b), Federal Transit Law,” 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified
in U.S. DOL’s certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement or Cooperative Agreement for the Project. The Contractor agrees to implement the Project in accordance with the conditions stated in that U.S. DOL certification. That certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project.

**DRUG AND ALCOHOL TESTING**

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 655 and 40, produce any documentation necessary to establish its compliance with Parts 655 and 40, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Georgia, or Gwinnett County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and 40 and review the testing process.

The Contractor agrees further to certify annually its compliance with Parts 655 and 40 before December 31 of each year and to submit the Management Information System (MIS) report before February 15 of each year to the Gwinnett County Department of Transportation - Transit Operations & Maintenance Coordinator, prior to transmitting it electronically to FTA before March 15 of each year.

To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register.

**ACCESS TO RECORDS AND REPORTS REQUIREMENTS**

The following access to records requirements apply to this Contract:

(1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

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

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

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

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Procuring Agency requests which would cause the Procuring Agency to be in violation of the FTA terms and conditions.

Contractor shall at all times comply with applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Procuring Agency and FTA that funds any part of this Contract, as they may be amended or promulgated from time to time during the term of this Contract. Contractor’s failure to comply shall constitute a material breach of this Contract.

The Contractor acknowledges and agrees to the preceding requirements as described on pages A-11 through A-15.

Grantee: Gwinnett County, Georgia
Description: Transit System Operations and Maintenance Services

Date: ________________

Signature: ___________________________________

Title: ______________________________________

Company Name: ______________________________

PART VII
GEORGIA REGIONAL TRANSPORTATION AUTHORITY PRO-FORM CONTRACT

TRANSIT OPERATIONS AGREEMENT

GRTA CONTRACT NO. 15-039

This Agreement, made and entered into this ______ day of ______________________ 2015 (hereafter “Effective Date”) by and between the GEORGIA REGIONAL TRANSPORTATION AUTHORITY, a body corporate and politic deemed an
instrumentality of the State of Georgia and a public corporation thereof (hereafter sometimes referred to as the “AUTHORITY”) and __________________________________, a corporation certified to do business in Georgia (hereafter sometimes referred to as the “CONTRACTOR”).

WHEREAS, the AUTHORITY desires to engage a qualified and experienced Contractor to furnish services as described in Exhibit A – Scope of Services attached hereto (hereafter sometimes referred to as the “Services” or “Transit Service” or the “Work”); and

WHEREAS, the AUTHORITY has chosen CONTRACTOR to provide the Services following a competitive procurement process wherein the AUTHORITY issued a Request for Proposals, attached hereto as Exhibit C and incorporated herein, and CONTRACTOR submitted a proposal in response to the Request for Proposals, attached hereto as Exhibit D and incorporated herein, that was determined by the AUTHORITY to be the most advantageous proposal to the AUTHORITY.

WHEREAS, the CONTRACTOR has represented to the AUTHORITY that it is experienced and qualified to provide those services described in Exhibit A – Scope of Services attached hereto and the AUTHORITY has relied on such representations.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed by and between the AUTHORITY and the CONTRACTOR that:

**ARTICLE I**
**COMPLETE CONTRACT / ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS**

This Agreement and the attachments and documents incorporated herein constitute the complete and exclusive statement of the terms of the agreement between the AUTHORITY and the CONTRACTOR, and it supersedes all prior representations, understandings and communications. The AUTHORITY’s failure to insist in one or more instances upon the performance of any term or terms of this Agreement shall not be construed as a waiver or relinquishment of the AUTHORITY’s right to such performance by CONTRACTOR.

In the event of conflict between the Agreement, the Request for Proposals or the proposal submitted by CONTRACTOR, the following order of precedence of contract documents shall control:

1. Agreement (including Exhibit A – Scope of Services and Exhibit B – Compensation and Method of Payment)
2. Exhibit C – Request for Proposals (GRTA Solicitation No. 15-039)
3. Exhibit D – Proposal Submitted by CONTRACTOR in Response to RFP

**ARTICLE II**
**SCOPE OF SERVICES**

The required Services are as enumerated and described in Exhibit A – Scope of Services,
which document is attached hereto and incorporated as if fully set out herein.

ARTICLE III
COMPENSATION AND PAYMENT

The terms for Compensation and Payment are set forth in Exhibit B – Compensation and Method of Payment, which document is attached hereto and incorporated as if fully set out herein.

ARTICLE IV
TERM OF AGREEMENT

This Agreement shall commence from the date of execution hereof and shall continue in full force and effect until December 31, 2016. (hereafter “Initial Term”) or the earlier termination by the AUTHORITY. Following any termination hereof, the AUTHORITY’s obligation hereunder shall terminate absolutely and without further obligation on the part of the AUTHORITY and without any liability to the AUTHORITY for such termination.

CONTRACTOR’s original price proposal submitted in response to the Request for Proposals, attached hereto in Exhibit D, will remain in effect for the four (4) Option Years if exercised by the AUTHORITY.

At its sole discretion, during the fifth year of the Term of Agreement, the AUTHORITY may request that CONTRACTOR provide a cost proposal to further extend the term for an additional period. If the AUTHORITY chooses to extend the Term of Agreement beyond five (5) years, it shall conduct a detailed cost analysis to justify the extension.

ARTICLE V
PERFORMANCE

CONTRACTOR is required to provide the level of Transit Service established by the AUTHORITY. At its sole option and without penalty, GRTA is entitled to increase or decrease, the level of contracted Transit Service and CONTRACTOR shall be required to provide the revised level of Transit Service.

GRTA and CONTRACTOR shall negotiate modifications to the Contract Budget prior to the implementation of any modification to the level of contracted Transit Service. Any modification to the level of contracted Transit Service that requires a change to the Contract Budget shall be implemented through a Contract Amendment in accordance with Article XIII below.

ARTICLE VI
AUTHORITY PROJECT MANAGER

The AUTHORITY’s Project Manager for this Agreement is Dionne Pittman, Transit Operations Director, unless otherwise designated in writing by the AUTHORITY’s Executive Director.
ARTICLE VII  
CONTRACTOR KEY PERSONNEL

The CONTRACTOR’s General Manager, Operations Manager and Maintenance Manager are considered to be essential to the Work being performed under this Agreement. Prior to diverting any of these individuals from the Work being performed under this Agreement, CONTRACTOR should notify the AUTHORITY reasonably in advance and submit justification and proposed substitutions in sufficient detail to permit evaluation of the impact on the Services.

ARTICLE VIII  
INDEPENDENT CONTRACTOR

CONTRACTOR shall perform the Services required under this Agreement as an independent contractor and not an agent, partner or co-venturer of Georgia Regional Transportation Authority or its Board of Directors. CONTRACTOR shall be fully responsible for all acts and omissions of its employees, subcontractors, agents and suppliers and their respective employees and agents, and specifically shall be responsible for sufficient supervision and inspection of all such parties to ensure compliance in every respect with the requirements of this Agreement. There shall be no contractual relationship between any such party and the AUTHORITY by virtue of the Agreement with the CONTRACTOR. No provision of this Agreement shall be for the benefit of any party other than the AUTHORITY and the CONTRACTOR.

All equipment used pursuant to this Agreement, other than vehicles or other equipment purchased by the AUTHORITY, is hereby deemed to be leased to the AUTHORITY for the duration of this Agreement with rental payments therefore included in the fees paid to CONTRACTOR hereunder. Notwithstanding any provision to the contrary, CONTRACTOR shall be entirely responsible and liable for the operation and maintenance of all such equipment used hereunder whether purchased or leased by the AUTHORITY. CONTRACTOR, and not the AUTHORITY, is the employer of all transit employees and CONTRACTOR is solely responsible for their wages, hours, tax withholding, employee benefits, worker’s compensation, unemployment compensation, social security, insurance and other incidents of employment.

ARTICLE IX  
INVOICING

(1) The AUTHORITY will pay CONTRACTOR, as full and complete compensation for completion of the Services and assuming all duties, responsibilities, and obligations under the Agreement, costs pursuant to Exhibit B – Compensation and Method of Payment of this Agreement.

(2) CONTRACTOR shall submit correct and audit worthy invoices to the AUTHORITY by the tenth (10th) day of each month during the Term of Agreement as defined in Article IV above. CONTRACTOR shall submit separate invoices for payment for contracted Services and fuel costs.
(3) Payment terms are 45 calendar days following receipt of a correct and audit worthy invoice by the AUTHORITY.

(4) Each invoice submitted to the AUTHORITY for payment for contracted Services shall be an original signed invoice and shall include the applicable GRTA contract number; total invoice amount; number of Bus Hours billed; hourly rate for Bus Hours billed; monthly fixed cost billed; monthly active bus insurance costs billed; invoice billing period; description of the Services performed during the invoice billing period; and any other information that the AUTHORITY may reasonably require.

Each invoice submitted to the AUTHORITY for payment of fuel costs shall be an original signed invoice and shall include the applicable GRTA contract number; total invoice amount; fuel costs billed (separated by individual fuel order and supported by attached receipts); invoice billing period; and any other information that the AUTHORITY may reasonably require.

(5) In the event CONTRACTOR submits invoices containing erroneous billing information, CONTRACTOR shall be held liable for the AUTHORITY’s costs incurred to review and correct those erroneous invoices.

(6) Each invoice shall be in a form satisfactory to the AUTHORITY and shall reference this GRTA Contract No. 15-039. Each invoice shall be submitted to the AUTHORITY’s Project Manager at the following address:

Original Invoice to:

Georgia Regional Transportation Authority
245 Peachtree Center Avenue, NE, Suite 400
Atlanta, GA 30303-1426
Attn: Accounts Payable

(7) The presentation of the invoice by CONTRACTOR to the AUTHORITY as set forth in this Article constitutes an express warranty and representation by CONTRACTOR to the AUTHORITY that the Services have progressed to the point indicated and that the quality of the Services is in accordance with this Agreement.

(8) The AUTHORITY may withhold all or part of any amounts due CONTRACTOR to protect the AUTHORITY from a loss, including but not limited to, losses caused by the following:

(a) Failure of CONTRACTOR to make proper payments to its subcontractors for Services.
(b) Failure of CONTRACTOR to carry out and/or remedy the Services in accordance with the Agreement.
(c) CONTRACTOR’s breach of warranties.
(9) By acceptance of final payment under this Agreement, CONTRACTOR waives any and all further claims against the AUTHORITY arising out of or in connection with performance of the Services.

(10) CONTRACTOR shall maintain books and records supporting all amounts invoiced to the AUTHORITY including, but not limited to, reimbursable expenses incurred during the performance of Services. CONTRACTOR shall preserve such books and records for the duration of this Agreement and for three (3) years thereafter, during which time the AUTHORITY and its representatives shall have access to such books and records and shall have the right to make any copies thereof for the purpose of auditing or verifying invoices or for any other reasonable business purpose.

(11) CONTRACTOR warrants and represents that all books and records specified above shall be complete and accurate and that the AUTHORITY may rely on such records and books for any purposes. If CONTRACTOR becomes aware that such records are inaccurate or incomplete, CONTRACTOR will promptly notify the AUTHORITY in writing.

ARTICLE X
OPERATING REVENUES

All operating revenues collected by CONTRACTOR are the sole property of the AUTHORITY and CONTRACTOR shall promptly remit all collected revenues to the AUTHORITY in accordance with guidelines established by the AUTHORITY. For the purposes of this Agreement, Operating Revenues shall include, but shall not necessarily be limited to, farebox revenues and advertising revenues (if applicable). CONTRACTOR shall be responsible for handling farebox receipts and advertising revenues (if applicable) in the manner discussed in Exhibit A, Section 2.10, attached hereto, and as necessary for the AUTHORITY to meet the requirements of State and Federal funding sources.

ARTICLE XI
EMPLOYMENT OF AUTHORITY'S PERSONNEL

The CONTRACTOR shall not employ any person or persons in the employ of the AUTHORITY for any work required by the terms of this Agreement, except as may otherwise be provided for herein.

ARTICLE XII
REVIEW OF WORK

Authorized representatives of the AUTHORITY may at all reasonable times review and inspect the Services, financial reports and data collected under the terms of this Agreement and any amendments thereto.

All reports, drawings, studies, specifications, estimates, maps, and computations prepared by or for the CONTRACTOR pursuant to this Agreement, shall be available to authorized representatives of the AUTHORITY for inspection and review at all reasonable
times. Acceptance shall not relieve the CONTRACTOR of its professional obligation to correct, at its expense, any of its errors in the Work.

**ARTICLE XIII**

**CHANGES**

(1) The AUTHORITY shall have the right, without additional consent from CONTRACTOR and without invalidating the Agreement, to add, delete or change the required Services.

(2) **Contract Amendments**

   (a) The AUTHORITY shall issue Contract Amendments to make additions, deletions or changes to the required Services.

   (b) To initiate a Contract Amendment, the AUTHORITY shall send CONTRACTOR a Request for Contract Amendment. Upon receipt, CONTRACTOR shall prepare an estimate of the effects of the change on the Contract Budget and/or Term of Agreement. Upon agreement between CONTRACTOR and the AUTHORITY on the effects of the change, the AUTHORITY will issue a Contract Amendment specifying any change to the Contract Budget or the Term of Agreement.

(3) The Contract Budget, and/or Term of Agreement shall be subject to adjustment only by Contract Amendment(s).

**ARTICLE XIV**

**SUBSTANTIAL CHANGES**

If, prior to the satisfactory completion of the Services required under this Agreement, the AUTHORITY materially alters the scope, character, complexity or duration of the Services from those required under the Agreement, a Contract Amendment may be executed between the parties.

Minor changes in the Services which do not involve increased compensation, extensions of time or changes in the goals and objectives of the Services may be made by written notification of such change by either the AUTHORITY or the CONTRACTOR with written approval by the other party.

**ARTICLE XV**

**INDEMNIFICATION**

(1) To the fullest extent permitted by law, CONTRACTOR shall promptly indemnify, defend and hold harmless the AUTHORITY, its Board of Directors, in both their official and individual capacities, the AUTHORITY’s employees, consultants, agents, servants, successors, heirs, executors and administrators, from and against any and all claims or future claims, actions, causes of actions, demands, obligations, liens, rights, damages, judgments, costs, loss of services, expenses, including but not limited to attorney’s fees, and compensation of any nature
whatesoever arising out of or relating to any and all claims, suits, liens, demands, obligations, actions, procedures or cause of action of every kind and character caused in whole or in part by intentional or negligent acts or omissions of the CONTRACTOR, a subcontractor of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts arise directly or indirectly out of the performance of the Agreement (hereafter, collectively, the “PROVIDER PARTIES”). This indemnity provision includes without limitation any action or claim resulting from the following:

(a) Accident, injury, death, loss, or damage, to any person or property or other economic loss or claimed liability to the extent caused by, resulting from, connected with or arising out of the intentional or negligent acts, or omissions of any PROVIDER PARTY, its officers, directors, employees, agents or subcontractors;

(b) Violation by any PROVIDER PARTY of any statute, ordinance, administrative order, rule, regulation or order of any governmental body or any order or decree of any court or other tribunal applicable to the operation of the Xpress Regional Commuter System contemplated herein including, but not limited to, all state and federal environmental, motor vehicle, Title VI of the Civil Rights Act, Title VII of the Civil Rights Act, Disadvantaged Business Enterprises (DBE), Americans with Disabilities Act (ADA), labor laws and regulations and other laws, regulations and actions undertaken by CONTRACTOR in the Agreement; and

(c) Infringement by any PROVIDER PARTY of any patent, trademark, or intellectual property right, or violation of any state or federal patent, trademark, or intellectual property law.

(2) The AUTHORITY shall give the CONTRACTOR timely notice of, and shall forward to it every demand, notice, summons or other process received with respect to any claim or legal proceedings within the purview hereof, but the failure of the AUTHORITY to give such notice shall not affect such right to indemnification unless such failure was a result of the AUTHORITY’s gross negligence, fraud or shameful misconduct and such failure is materially prejudicial to CONTRACTOR. The AUTHORITY agrees to reasonably cooperate with the CONTRACTOR in connection with the defense of any such claim.

(3) The foregoing indemnities shall be in addition to, and not in derogation of, any other indemnity set forth in this Agreement.

ARTICLE XVI
INSURANCE

(1) Procurement – CONTRACTOR and its subcontractors shall procure and maintain, until all of their obligations have been discharged, including until any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons, damage to property or theft which may arise from or in connection with the performance of the Services performed hereunder by the CONTRACTOR, its
agents, representatives, employees or subcontractors, including but not limited to the procuring of insurance against claims for injuries to persons or damages to property including claims that may arise at AUTHORITY owned or leased transfer centers, Park and Ride lots or bus stops, or theft or property damage of any and all vehicles and equipment owned by the AUTHORITY or leased by the AUTHORITY, or otherwise used by the CONTRACTOR or the AUTHORITY in connection with the operation of the Xpress Regional Commuter System and the Services described in the Agreement.

(2) Minimum Requirements – The insurance requirements herein are minimum requirements for this Agreement. The AUTHORITY in no way warrants that the minimum limits contained herein are sufficient to protect the CONTRACTOR from liabilities that might arise out of the performance of the Services under this Agreement by the CONTRACTOR, its agents, representatives, employees or subcontractors and CONTRACTOR is free to purchase such additional insurance as may be determined necessary.

CONTRACTOR shall procure and maintain in effect the following types of insurance at least as broad and with limits of liability not less than those stated below.

a. Commercial General Liability Insurance, including Garage Liability Insurance

   Occurrence form including bodily injury, property damage, premises and operations coverage, products and completed operations coverage, coverage for independent contractors, personal and advertising injury coverage and broad form contractual liability.

   Limits of Liability

   General Aggregate $5,000,000
   Each Occurrence $1,000,000

b. Workers Compensation and Employer’s Liability Insurance

   Limits of Liability

   Workers Compensation Georgia Statutory Limits
   Employer’s Liab. - Each Accident $ 500,000
   Employer’s Liab. – Disease (Each Employee) $ 500,000
   Employer’s Liab. – Disease (Policy Limit) $ 500,000

c. Business Automobile Liability Insurance

   Limits of Liability

   Combined Single Limit (Bodily Injury & Property Damage) $5,000,000
d. **Excess Liability (Umbrella) Insurance**

**Limits of Liability**

<table>
<thead>
<tr>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aggregate</td>
<td>$20,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$20,000,000</td>
</tr>
</tbody>
</table>

e. **Employment Practices Liability Insurance**

**Limits of Liability**

<table>
<thead>
<tr>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence (Wrongful Acts, including Bodily Injury)</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

f. **All Risk Fire and Extended Coverage** for full replacement cost on all owned, used and leased equipment, tools, supplies, and contents used in the performance of Services under the Agreement.

g. **Automobile Physical Damage coverage**, including Collision coverage and Comprehensive coverage, each equal to full replacement value of all vehicles, including the transit vehicles and non-revenue vehicles operated by CONTRACTOR’s employees in the performance of Services under this Agreement. Deductible levels shall be determined by the CONTRACTOR based upon CONTRACTOR’s ability to cover deductible payments in the event of a claim. CONTRACTOR shall be responsible for all damages falling below the deductible. No blanket or per location limit of under $10,000,000 shall apply to this coverage.

h. **Fidelity Bonds** in the amount of $500,000 insuring against dishonesty, theft, fraud or misappropriation of funds or other misuse of money. The AUTHORITY shall be named as an Additional Insured as its interests may appear. A letter of credit may be provided in lieu of or in addition to a Fidelity Bond to secure the Bond deductible depending upon its size.

(3) **Primary Insurance** – The CONTRACTOR’s insurance coverage shall be primary insurance with respect to the AUTHORITY, its Board of Directors, officials, agents and employees. Any insurance or self-insurance maintained by the AUTHORITY, its officers, officials, agents or employees shall be in excess to the coverage of the CONTRACTOR’s insurance and shall not contribute to it. Notwithstanding the foregoing, the CONTRACTOR’s Workers Compensation and Employer’s Liability Insurance coverage shall not be designated as primary insurance with respect to the AUTHORITY, its Board of Directors, officials, agents and employees.

(4) **AUTHORITY as Additional Named Insured and Loss Payee** – The AUTHORITY, its Board of Directors, officials, agents and employees shall be named as “Additional Insured Parties” to the full limits of liability purchased by the CONTRACTOR, excluding Workers Compensation and Employer’s Liability insurance, even if those limits of liability are in excess of those required by this
Agreement. The AUTHORITY shall be further named as a “Loss Payee” on said insurance policies.

(5) GDOT as Additional Named Insured and Loss Payee – The Georgia Department of Transportation (hereafter sometimes referred to as “GDOT”), its Board of Directors, officials, agents and employees shall be named as “Additional Insured Parties” to the full limits of liability purchased by the CONTRACTOR, excluding Workers Compensation and Employer's Liability insurance, even if those limits of liability are in excess of those required by this Agreement. The GDOT shall be further named as a “Loss Payee” on said insurance policies.

(6) Park and Ride Lots Property Owners as Additional Named Insured – The AUTHORITY leases Park and Ride Lots for the Xpress Regional Commuter System. Each Park and Ride Lot property owner specified by the AUTHORITY, their Boards of Directors, officials, agents and employees shall be named as “Additional Insured Parties” to the full limits of liability purchased by the CONTRACTOR, excluding Workers Compensation and Employer's Liability insurance, even if those limits of liability are in excess of those required by this Agreement.

(7) Waiver of Subrogation – CONTRACTOR shall obtain from its insurers a waiver of subrogation against the AUTHORITY, its Board of Directors, officials, agents and employees for all insurance coverage except Workers Compensation and Employer’s Liability.

(8) CONTRACTOR and Subcontractors – CONTRACTOR shall require all of its subcontractors to provide the aforementioned coverage that the CONTRACTOR and its subcontractors may consider necessary and any deficiency in the coverage or policy limits of the subcontractors will be the sole responsibility of CONTRACTOR.

(9) Contractual Liability – The insurance provisions in this Agreement in no way affect the liability of CONTRACTOR or the indemnity covenants stated elsewhere in this Agreement.

(10) Deductibles and Self-Insured Retention – All deductibles and/or self-insured retention amounts must be declared to and approved by the AUTHORITY. At the option of the AUTHORITY, the insurer shall either reduce or eliminate such deductibles or self-insured retentions with respect to the AUTHORITY, its Board of Directors, officials, agents or employees, or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(11) Acceptability of Insurers – Insurance is to be placed with insurers duly licensed by the State of Georgia and with an “A.M. Best” rating of not less than “A:VII” at the time of placement of the insurance policies. The AUTHORITY in no way warrants that the above required minimum insurer rating is sufficient to protect the CONTRACTOR from potential insurer insolvency.
(12) **Claims Information and Loss Runs** – CONTRACTOR shall make available to the AUTHORITY, through its records or the records of its insurer(s), information regarding a specific claim. Any loss run information available from the CONTRACTOR or its insurer(s) will be made available to the AUTHORITY upon its request.

(13) **Certificates of Insurance** – Before commencing performance on the Agreement, CONTRACTOR and its subcontractors must furnish Certificates(s) of Insurance (using ACORD form or equivalent) to the AUTHORITY evidencing:

a. Insurance coverage acceptable to the AUTHORITY.

b. Signature by person authorized by insurer to bind coverage on its behalf.

c. Effective expiration dates of policies.

d. The AUTHORITY must be given 30 days written notice of all cancellation, non-renewable, or material changes in policy.

e. A waiver of subrogation endorsement has been attached to all policies except Worker’s Compensation.

f. Any deductible and/or self-insured retention.

g. Any policy endorsements that restrict or limit coverage.

h. Any exclusions to the policy which are not part of the standard form.

i. Certificate of Insurance title block format is as follows:

   Georgia Regional Transportation Authority
   245 Peachtree Center Avenue, NE, Suite 400
   Atlanta, GA 30303-1426

CONTRACTOR is to commence no activity with regard to performance of this Agreement until the required insurance has been obtained.

Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of the Agreement.

**ARTICLE XVII**

**INDEMNIFICATION OF AUTHORITY LANDLORD**

Prior to the start of Services, CONTRACTOR shall provide a written indemnification to the owner of the Mall of Georgia on behalf of the AUTHORITY. The written indemnification to be provided by CONTRACTOR shall provide all indemnifications required by Section 6 (Indemnity and Exculpation of Landlord) of the lease for Xpress customer parking spaces at the Mall of Georgia between the owner of the Mall of Georgia and the AUTHORITY. The written indemnification shall be executed in a format approved by the AUTHORITY. Section 6 (Indemnity and Exculpation of Landlord) of the lease between the owner of the Mall of Georgia and the AUTHORITY states:

(a) “Tenant shall assume liability for and shall indemnify, defend, and hold harmless Landlord and any other owners of the Shopping Center, and all their shareholders, partners, directors, related and affiliated entities, ground lessors, managers, management companies, employees, agents, guests, customers and invitees (with Landlord, collectively the “Landlord Parties”) against and from any and all
liabilities, obligations, losses, penalties, actions, suits, claims, damages, expenses, disbursements (collectively, “Claims”, including legal fees and expenses), or costs of any kind and nature whatsoever in any way relating to or arising out of; (i) any act or omission of Tenant (including without limitation the acts or omissions of the Tenant’s officers, directors, employees, agents, contractors, invitees, and/or licensees within the Shopping Center), (ii) any occurrence which takes place in or about the Space as the result of Tenant’s negligence or willful misconduct, (iii) any damages to the Space excluding claims arising solely from the gross negligence or willful misconduct of Landlord Parties. To the extent permitted by applicable law, Tenant’s duty to indemnify Landlord under this paragraph will apply regardless of and will extend to cover losses caused by either Tenant’s or Landlord’s concurrent, comparative, or contributory negligence.

(b) The Landlord Parties shall not be liable to Tenant for, and Tenant waives all claims against such parties, for injury, death or damage to person or property sustained by Tenant or any person claiming through Tenant resulting from any condition, accident or occurrence in or upon the Space, or any other part of the Shopping Center, unless such matters arise solely from the gross negligence or willful misconduct of Landlord Parties.

(c) Tenant agrees that the rent payable hereunder does not include the cost of guard services or other security measures, and that Landlord shall have no obligation to provide same. Tenant assumes full responsibility for the protection of the Space, Tenant, and Tenant’s employees, invitees, licensees, guests and customers against the acts of third party, and will indemnify, defend, and hold harmless Landlord from any such claims made by the above specified persons of any damages, including attorney’s fees, resulting therefrom.

(d) To the fullest extent permitted by applicable law, Tenant shall indemnify and save Landlord harmless from any and all claims, demands, or suits that may be brought against Landlord by any employee, representative, or agent of Tenant, or any legal representative or successor of any of them, in any way arising out of or incident to this Lease, unless such suits are brought about solely by the gross negligence or willful misconduct of Landlord Parties.

(e) The indemnification and waivers contained in this Section 6 shall survive expiration or early termination of this Lease.”

ARTICLE XVIII
INDEMNIFICATION FOR SERVICES ON AUTHORITY LEASED PROPERTY

In addition to the indemnification requirements of Article XV above, CONTRACTOR agrees to provide the same indemnities to the AUTHORITY that it provides to the owner of the Mall of Georgia as required in Article XVII above.

ARTICLE XIX
SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this Agreement that the work of the CONTRACTOR is
considered personal by the AUTHORITY. CONTRACTOR agrees not to assign, sublet or transfer any or all of its interest in this Agreement without prior written approval by the AUTHORITY.

The AUTHORITY reserves the right to review all subcontracts prepared in connection with the Agreement, and CONTRACTOR agrees that it shall submit to the AUTHORITY any proposed subcontract documents together with subcontractor cost estimates for review and written concurrence of the AUTHORITY no later than five (5) business days in advance of their execution.

Any contract between CONTRACTOR and any subcontractor shall comply with all provisions of this Agreement. The AUTHORITY’s approval of any assignment, sublet or transfer shall not release the CONTRACTOR of any obligation under this Agreement. As between the AUTHORITY and CONTRACTOR, the CONTRACTOR shall be fully responsible for the acts and omissions of the subcontractors and persons either directly or indirectly employed by CONTRACTOR. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the AUTHORITY.

All subcontracts in the amount of $10,000.00 or more shall include the provisions set forth in this Agreement.

ARTICLE XX
TERMINATION

(1) **Termination for Convenience:** The AUTHORITY may terminate this Agreement at any time for any reason upon 60 days written notice to CONTRACTOR. Any notice to terminate this Agreement for convenience shall be given by certified mail, return receipt requested. The effective date of termination shall be 60 days from the date of receipt as noted on the return receipt.

If the Agreement is terminated for convenience by the AUTHORITY as provided in this Article XX, CONTRACTOR will be paid compensation for those Services actually performed and CONTRACTOR shall be reimbursed on a pro-rated basis for any pre-paid expenses that extend beyond the date of termination, including, but not limited to, pre-paid expenses relating to special insurance coverage purchased by CONTRACTOR exclusively for this Agreement. All such expenses shall be properly documented and submitted to the AUTHORITY for processing and payment. The AUTHORITY shall be the final authority in the event of any disputes over authorized costs between the AUTHORITY and CONTRACTOR.

(2) **Termination for Cause (Default):** Either party may terminate this Agreement should either party default in the performance of any of the terms, covenants, obligations, or conditions of this Agreement. The non-defaulting party should proceed by following the applicable instructions in Article XXI below.

(3) **Reduction in Fixed Route Service:** A reduction or change in fixed route service by the AUTHORITY shall not be construed as a partial termination of the Agreement.

ARTICLE XXI
DEFAULT

Default shall mean a failure to comply with any of the provisions of this Agreement or any applicable Federal, State or local laws, which do not fall within the Force Majure provisions of Article XXIV of this Agreement.

(1) In the event of default under this Agreement, the non-defaulting party shall send written notice of specific instances of failure by the defaulting party to fulfill any of its obligations under the Agreement to the defaulting party and, within 10 days of the date notice is sent, if such failure has not been cured by the defaulting party or otherwise remedied to the satisfaction of the non-defaulting party during this 10-day period, then the non-defaulting party may, at its election, terminate the Agreement in whole or in part, for default.

(2) In the event of default under this Agreement, the non-defaulting party shall have the rights, but not the obligation, to cure such default and to charge the defaulting party for the costs of curing the default against any sums due or which become due to the defaulting party under this Agreement.

(3) CONTRACTOR will be in default should CONTRACTOR become insolvent or unable to pay its debts as they mature or make an assignment for the benefit of creditors or should a bankruptcy petition under the Bankruptcy Code of 1978, as amended, be brought by or against CONTRACTOR.

(4) CONTRACTOR will be in default should a judgment or order for payment of money no longer subject to appeal or which judgment or order, in the opinion of the AUTHORITY, would be fruitless to appeal, be entered against CONTRACTOR by any court or other tribunal which exceeds $100,000 in amount and (a) such judgment or order shall continue undischarged or unpaid for a period of thirty (30) days, and (b) an insurer acceptable to the AUTHORITY has not acknowledged that such judgment or order is fully covered by a relevant policy of insurance, and (c) the AUTHORITY is otherwise reasonably satisfied that CONTRACTOR would be able to satisfy the judgment without affecting its ability to provide the Services.

ARTICLE XXII
GOVERNING LAW AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia. The courts of Georgia, allocated in Fulton County, Georgia, and, as applicable, the United States District Court for the Northern District of Georgia shall have exclusive jurisdiction to hear any claim between CONTRACTOR and the AUTHORITY in connection with the Agreement or the operation of the Xpress Regional Commuter System, and CONTRACTOR submits to the jurisdiction and venue of such courts.

ARTICLE XXIII
CONTRACT DISPUTES

(1) Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed of by
agreement shall be decided by the AUTHORITY’s Executive Director or his designee, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of the AUTHORITY’s Executive Director or his designee shall be final and conclusive unless, within 10 business days from the date of receipt of such copy, CONTRACTOR mails or otherwise furnishes to the AUTHORITY’s Executive Director or his designee a written appeal addressed to the AUTHORITY’s Executive Director or his designee. The decision of the AUTHORITY’s Executive Director or his designee for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his/her representative or Board is alleged. Provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence in support of his/her appeal. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of the Agreement and in accordance with the AUTHORITY’s Executive Director or his designee’s decision.

(2) This Article XXIII does not preclude consideration of questions of law in connection with decisions provided for in paragraph (a) above. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or Board on a question of law.

(3) In addition to the requirements of Article XXX of this Agreement entitled "Notices", a copy of any written notices, appeals and documents pertaining to a contract dispute under this Article shall also be delivered to the AUTHORITY’s Contracts and Compliance Director and Chief Counsel.

ARTICLE XXIV
FORCE MAJURE

Any delay or failure of performance by either party shall not constitute a default or give rise to any claims for damages if and to the extent the failure is primarily caused by any act, event or condition reasonably beyond that party’s control and adversely affecting its ability to perform its obligations including but not limited to:

(1) Acts of God, lightning, earthquake, fire, epidemic, landslide, drought, hurricane, tornado, storm, explosion, failure of utilities, flood, nuclear radiation, or any other act by third parties that interferes with operations.

(2) Condemnation or other taking by any government body, change in any applicable law, rule, regulation, ordinance, or permit condition not in effect as of the date hereof.

(3) Any order, judgment, action or determination of any federal or state court, administrative agency or government body.

In the event of a declared civil disorder or natural catastrophe, CONTRACTOR shall direct its employees to operate as ordered by federal, state, and/or local civil authorities.
Compensation for such services under this Agreement shall be based on actual hours of service performed.

ARTICLE XXV
REPLACEMENT SERVICES

(1) In the event that CONTRACTOR is unable, due to a strike, work stoppage, or other event not caused by the AUTHORITY and not covered by Article XXIV of this Agreement, to provide Services in full compliance with the requirements of the Agreement, then the AUTHORITY may, in lieu of finding CONTRACTOR in default, obtain the services of a replacement operator or provide the Services with its own resources (hereafter collectively referred to as “Replacement Services”). The AUTHORITY may use such Replacement Services as a substitute for all or any part of CONTRACTOR’s services, and may maintain such Replacement Services in effect until CONTRACTOR is able to resume performance in full compliance with the Agreement. Prior to implementing Replacement Services, the AUTHORITY shall notify CONTRACTOR in writing and provide CONTRACTOR with three (3) business days to cure its noncompliance.

(2) If the AUTHORITY uses Replacement Services under this Article, CONTRACTOR shall be liable to the AUTHORITY for the actual amount by which the cost of such services exceeds the amount that would have been payable under this Agreement for comparable services, including any expenses (including internal administrative costs) incurred by the AUTHORITY in soliciting and obtaining those services. In addition, the only compensation payable to CONTRACTOR by the AUTHORITY during any period in which Replacement Services are being provided shall be for any hours of service actually provided by CONTRACTOR.

(3) Any actions taken by the AUTHORITY pursuant to this Article for CONTRACTOR’s failure to perform shall not preclude the AUTHORITY from subsequently finding CONTRACTOR in default for the same or any related failure to perform.

ARTICLE XXVI
PERFORMANCE STANDARDS

CONTRACTOR will perform all Services required by this Agreement in accordance with the Performance Standards for Xpress transit services set forth below. The AUTHORITY has developed these Performance Standards, with which CONTRACTOR is expected to comply, to ensure that Xpress transit service, employee performance and vehicles meet AUTHORITY standards. Failure by CONTRACTOR to meet these standards could result in the AUTHORITY assessing financial penalties for each incident of non-compliance as specified in Article XXVII below.

CONTRACTOR’s plans and procedures, submitted with its proposal and attached hereto as Exhibit D – Proposal Submitted by CONTRACTOR in Response to RFP, incorporate actions necessary to provide Services according to these Performance Standards. The Performance Standards apply to the transit services provided by CONTRACTOR.

The AUTHORITY has established specific Performance Standards related to the
following:

1. **Vehicle Maintenance Standards.** See Exhibit A-Scope of Services, Section 2.7.
2. **Operating Standards.** See Exhibit A-Scope of Services, Section 2.2.
3. **Vehicle Cleaning Standards.** See Exhibit A-Scope of Services, Section 2.7.16.
4. **ADA Compliance Standards.** See Exhibit A-Scope of Services, Section 2.15.
5. **Safety Standards.** See Exhibit A-Scope of Services, Section 2.18.
6. **Reporting and Customer Service Standards.** See Exhibit A-Scope of Services, Section 2.9.

**ARTICLE XXVII**

**PENALTIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARDS**

The AUTHORITY expects CONTRACTOR to meet or exceed the Performance Standards specified in Article XXVI of this Agreement. The following penalties may apply if these standards are not met:

Services provided by the Contractor shall be operated to maximize productivity and service quality for the customer. The following performance criteria shall be eligible for liquidated damages on a monthly basis, unless otherwise specified. Standards shall be evaluated at the beginning of each Contract year and may be adjusted to conform to the overall annual goals of GRTA and/or actual results of prior year’s activities.

The Contractor will perform all transit services required by the Contract according to the performance standards set forth in this section. As part of the Contractor’s proposal, the Contractor should outline the specific actions it intends to take to meet each of the standards provided herein. The specific actions outlined in the Contractor’s proposal will be one of the criteria used to evaluate and rank the proposals. Proposals that do not contain details regarding the Contractor’s approach to meeting or exceeding each of the performance standards outlined herein will not be considered.

Due to the nature of the service to be rendered, the Contractor, GRTA agrees that it is extremely difficult to fix actual damages which may result from failure on the part of the Contractor to perform any of its obligations herein and resulting in loss to GRTA or the County. Therefore, both parties agree that the Contractor’s liability should be limited to and fixed at the sums stated herein as liquidated damages. The decision by GRTA is final with respect to any assessment of liquidated damages. GRTA may rely on information supplied by the Contractor, by the public, by staff, or by any other means available in determining assessment of liquidated damages.

Liquidated damages will be deducted from the monthly invoice totals for the month in which the damage was incurred. Liquidated damages will not be assessed for the below-
described occurrences if they are judged to be the result of events that are outside the control of the Contractor, as determined by GRTA.

GRTA reserves the right, at its sole discretion, to allow extenuating circumstances to excuse the imposition of liquidated damages. The assessment of liquidated damages as provided under this Contract shall in no way whatsoever relieve the Contractor of its obligations to provide the services required by the terms of this Contract.

Assessment of liquidated damages for any violation(s) on one or more occasion does not constitute a waiver of GRTA right to terminate the Contract for default pursuant to the Termination of Agreement for Default clause of this Contract or for any violations on any other occasions. Remedies described in this paragraph and in the Termination of Agreement for Default clause shall be, at GRTA’s sole discretion, cumulative and not alternative.

**BUS OPERATING AHEAD OF SCHEDULE (HOT)**

Performance Standard: No bus shall depart a time point before its scheduled departure time.

Liquidated Damage: The Contractor shall be assessed a liquidated damage of two hundred dollars ($200) per incident when a fixed route bus is observed in revenue service departing a scheduled time point any time before its scheduled departure time.

Random observations by GRTA staff, the Contractor’s road supervision reports, technology such as CAD/AVL and CCTV will be used to determine the contractor’s on-time performance. No “HOT” trip observations shall be double-counted or counted consecutively over several time points on the same trip.

**MISSED BUS TRIPS**

Performance Standard: The Contractor shall complete scheduled fixed route trips in their entirety and within fifteen (15) minutes of scheduled time. The Contractor shall, at a minimum, complete 99.85% of all scheduled fixed route trips on a monthly basis to meet this standard. Any bus that departs a scheduled time point ten (15) minutes late shall be considered a “missed trip”.

Liquidated Damage: Each fixed route missed trip shall be assessed a liquidated damage of two hundred dollars ($200) if the overall 99.85% minimum performance standard is not achieved. However, a missed trip due to operator error shall be assessed the two hundred dollar ($200) missed trip liquidated damage regardless of the minimum performance standard achieved.

GRTA may waive liquidated damage assessments for missed trips or late trips when circumstances exist that are beyond the Contractor's control, such as passenger illness, significant traffic delays due to weather conditions, accidents not involving Xpress, non-preventable accidents involving Xpress, road closures and repairs causing delays or reroutings, parades or other special events.
Trips that are missed due to mechanical failures, vehicle unavailability, preventable accidents, driver unavailability, or driver error may also be subject to a time deduction equal to the actual lost revenue time. The appropriate revenue time will be deducted from the total Bus Hours recorded on the monthly invoice.

**BUS ON-TIME PERFORMANCE**

The Contractor shall maintain on-time performance. The Contractor shall maintain on-time performance within zero (0) minutes early and five (5) minutes late of scheduled departure times on all routes. The Contractor will be considered on time if lateness is due to traffic delays, accidents not involving a GRTA bus, or wheelchair boardings provided the Contractor documents each and every delay by date, route number, block number, bus number, time of day and reason for delay. If a bus operator is consistently late without cause, GRTA will notify the Contractor and expect a thorough investigation and follow-up response from the Contractor within 48 hours from time of notification.

On-time Performance will be monitored using the CAD/AVL system and submitted operations reports.

Liquidated damage: $1.00 per revenue hour shall be deducted from the Contractor's monthly service hour billing each month the system as a whole (Xpress service separately from GCT service) fails to operate on time at least 85% of the time from point of departure. The liquidated damage shall be applied to all revenue hours operated that particular month.

Penalties will be applied to the monthly invoice.

**ADA COMPLIANCE STANDARDS**

Performance Standard: Bus operators shall report all vehicle annunciator malfunctions, wheelchair lift or ramp malfunctions or any other ADA equipment malfunction to dispatch immediately upon discovery and dispatch shall report the malfunction to maintenance through a documented report of failure by the end of the work day. This information shall also be documented on the Daily Operations Report described in section 3.2. In the event service will be missed without the use of a bus with malfunctioning ADA equipment, written authorization must be obtained from GRTA or the County as appropriate.

The Contractor shall meet all ADA requirements. The Contractor is responsible for the following:

1) The use of mobility devices to board passengers
2) Properly boarding passengers who are required to stand on the wheelchair lift platform to be lifted into the vehicle
3) Properly securing wheelchair passengers in the wheelchair tie-down positions
4) Making the required announcements of stops
5) Daily testing of lights

6) No vehicle may depart from the maintenance facility without operational lights.

7) ADA equipment malfunction reporting (including voice enunciators, wheelchair lift/ramp)

Liquidated Damage: The Contractor shall be assessed a liquidated damage of one hundred and fifty dollars ($150) for each instance in which the Contractor fails to comply with the required ADA compliance standards or uses a malfunctioning ADA equipped bus without written authorization from GRTA as appropriate. The Contractor shall not be paid for Bus Hours operated by vehicles with malfunctioning required ADA equipment.

Compliance with the above standard will be monitored through random mystery rider surveys, GRTA staff observations and CCTV.

CUSTOMER SERVICE COMPLAINT RESOLUTION

Performance Standard: The Contractor shall make an initial response to a customer complaint within three (3) business days (Sunday excluded) from complaint receipt (including a response to GRTA staff); if the complaint cannot be resolved within this time frame, the customer or staff will be notified that further investigation is necessary. A completed investigation and follow-up response (telephone or email) will be provided to the customer and GRTA staff within seven (7) business days from complaint receipt.

Liquidated Damage: The Contractor shall be assessed a liquidated damage of one hundred dollars ($100) for each instance in which the Contractor fails to comply with the customer service complaint resolution standards.

BUS AND PARATRANSIT SERVICE COMPLAINTS

Performance Standard: No more than one complaint for every 1,000 passenger boardings will be received by the Contractor and GRTA to meet this standard.

Liquidated Damage: Liquidated damages equal to one (1%) percent of the month’s invoice amount shall be assessed for any month in which more than 1.5 customer complaints are registered for every 1,000 passenger boardings.

VEHICLE MAINTENANCE

Performance Standard: The Contractor shall meet or exceed the requirements specified in of Exhibit A-Scope of Services, Section 2.7. GRTA’s vehicle maintenance requirements do not solely refer to the task of performing normal preventive maintenance tasks on a specified schedule, but rather that the tasks are well performed and that the vehicle and all equipment on the vehicle are operable and reliable when in service. The Contractor is responsible for performing at the specified standards the following maintenance tasks on a vehicle by vehicle basis:
1) Completing 100% of all preventive maintenance inspections within 10% of the scheduled interval.

2) Maintaining the heating systems. The heating systems must be fully operable from November 1 to February 28.

3) Maintaining the air conditioning systems. The air conditioning systems must be fully operable from March 1 to October 31.

4) Repairing major vehicle body damage (interior or exterior) within 21 calendar days of occurrence.

5) Repairing minor vehicle body damage (interior or exterior), such as scratches or damaged decals, within 30 calendar days of occurrence.

6) Replacing or repairing seat damage within 72 hours of occurrence.

7) Repairing ADA-required equipment within 48 hours of occurrence. This equipment includes:
   
   a) Public address (PA) system
   b) Destination signs
   c) Stop Request signs
   d) Passenger signal tape or buttons
   e) Wheelchair lift equipment
   f) Wheelchair tie-down and securement equipment
   g) Vehicle kneeling equipment
   h) Step well lighting
   i) Required ADA signage and decals

8) Ensuring that all vehicles placed in revenue service meet safety standards. This includes the following systems:
   
   a) Brakes
   b) Steering components
   c) Air conditioning during the period March 1 through October 31
   d) Heating during the period November 1 through February 28
   e) Emergency exits/doors/windows
   f) Communications equipment
   g) Safety and fire equipment
   h) Other conditions required by Federal or State regulations

Liquidated Damage: The Contractor shall be assessed liquidated damages in the amount of one hundred dollars ($100.00) per day, or thirty-three cents ($0.33) per mile, whichever is greater, for each day or mile beyond the preventive maintenance schedule proposed by the Contractor or negotiated by the Contractor, GRTA and the County for which the required maintenance has not been performed.
Liquidated damages shall be assessed in the amount of one hundred dollars ($100.00) per incident per day for each instance in which the Contractor fails to comply with the following Vehicle Maintenance Standards:

9) Repairing major vehicle body damage (interior and exterior) within 21 calendar days of occurrence, unless the County has granted a waiver of this requirement

10) Repairing minor vehicle damage (interior or exterior), such as scratches or damaged decals, within 30 calendar days of occurrence

11) Replacing or repairing seat damage within 72 hours of occurrence

12) Repairing ADA-required equipment within 48 hours of occurrence

13) Maintaining the heating systems: The heating systems must be fully operable from November to February

14) Maintaining the air conditioning systems: The air conditioning systems must be fully operable from March to October

Under no circumstances shall a bus be placed into revenue service when it has been designated “Out of Service” due to safety-related issues. Liquidated damages shall be assessed in the amount of five hundred dollars ($500.00) per each revenue hour that such a bus is used in revenue service. The Contractor shall not be paid for Bus Hours operated by vehicles that have been designated “Out of Service”.

If maintenance is not performed in accordance with the required Performance Standards, GRTA and the County reserves the right to have the maintenance performed itself and to assess the cost of the maintenance performed to the Contractor. The Contractor will receive five (5) business days written notice of GRTA’s intention to take such action.

Continued failure by the Contractor to provide a maintenance program that conforms in all respects to the required Performance Standards may result in termination of the Agreement.

**VEHICLE OUT OF FUEL**

If a bus runs out of fuel while in revenue service a liquidated damage will be assessed.

Liquidated damage: $500 per occurrence

Liquidated damage will be applied to monthly invoice

**MILES BETWEEN ROAD CALLS**

Performance Standard: On a monthly basis, Contractor will maintain an interval of at least nine thousand (9,000) miles between mechanical road calls for vehicles used in revenue service. A mechanical road call shall be defined as any occasion when a
mechanical failure (including a malfunctioning wheelchair lift and/or securement device) on a bus requires technical or supervisory assistance and/or delays the scheduled trip by fifteen (15) minutes or more, or terminates a scheduled trip.

Liquidated Damage: If said interval falls below nine thousand (9,000) miles between mechanical road calls, then GRTA shall assess liquidated damages of five hundred dollars ($500) per incident.

**VEHICLE CLEANING**

Performance Standard: The Contractor shall maintain revenue vehicles in a clean and neat condition at all times. The Contractor is responsible for the following:

- 15) Daily cleaning of the interior of the vehicles
- 16) Minor detail cleaning every 30 days
- 17) Major detailed cleaning of twice a year
- 18) Quarterly upholstery cleaning

Liquidated Damage: The Contractor shall be assessed a liquidated damage of one hundred fifty dollars ($150) for each instance in which the Contractor fails to comply with the required vehicle cleaning standards. Non compliance may be determined by spot checks or during inspections by authorized GRTA staff or verifiable customer complaints. The expectations for cleanliness, including removal of graffiti, are found in the RFP.

**BUS DRIVER TRAINING**

Performance Standard: Compliance with Contract requirements of training, re-training and refresher training of employees.

Liquidated Damage: Liquidated damages of fifty dollars ($50) per employee per day and potential termination of Contract for failure to meet this standard.

**SUBMISSION OF REPORTS AND MAINTENANCE RECORD KEEPING**

Performance Standard: The Contractor shall maintain and submit accurate daily, weekly, and monthly reports on the schedules specified in of Exhibit A-Scope of Services, Sections 2.7.2, 2.7.17 (Maintenance Reports) and 3.2 (Operations Reports).

Liquidated Damage: The Contractor shall be assessed liquidated damages of two hundred dollars ($200) per day until completed reports are submitted in a form approved by GRTA and/or the County. Calculation of liquidated damages shall be based upon the number of days expired following a missed reporting date, according to a schedule in of Exhibit A-Scope of Services, Sections 2.7.17 (Maintenance Reports) or 3.2 (Operations Reports, or following the inability of GRTA Staff to access vehicle maintenance records during planned or unannounced visits or inspections of the vehicle operations and maintenance facility as described in of Exhibit A-Scope of Services, Section 2.7.2 until the day on which accurate reports are actually submitted to GRTA.

**ACCIDENT REPORTING STANDARDS**
The Contractor shall report all passenger or vehicle accidents to GRTA within 24 hours of the occurrence and follow up with a complete, correct, and detailed written accident report within seven (7) days of the occurrence.

Liquidated damage: Failure by the Contractor to report an accident within 24 hours of the occurrence and to follow up with a complete, correct, and detailed written accident report within seven (7) business days of the occurrence shall result in a liquidated damage of two hundred dollars ($200) per business day until the report is submitted to GRTA or the County.

The police report shall be provided within seven (7) business days from the date of the accident. Failure by the Contractor to provide a Police Report within seven (7) business days of the occurrence shall result in a liquidated damage of one hundred ($100) dollars per business day until the report is submitted to GRTA or the County.

Liquidated damage will be applied to the monthly invoice.

MAJOR NTD REPORTABLE ACCIDENTS

The Contractor shall report all NTD Reportable Accidents, as defined by the National Transit Database within (30) minutes of the occurrence and follow up with a complete, correct, and detailed written accident report within three (3) days of the occurrence.

Liquidated Damage: Failure by the Contractor to report an NTD Reportable Accident within thirty (30) minutes of the accident, provide a complete, correct, and detailed accident report within three (3) business days of the occurrence shall result in a liquidated damage of two hundred fifty ($250) dollars per business day until the report is submitted to the GRTA. The police report shall be provided within seven (7) days from the date of the accident.

Liquidated damage will be applied to monthly invoice.

NTD REPORTING STANDARDS

The Contractor is responsible for compiling information regarding the GRTA Xpress service, including vehicle revenue hours, vehicle mileage, passenger trips and service failures for the preparation of the National Transit Database Report. This report is critical to the receipt of federal funding and the Contractor must ensure that all deadlines and procedures established by the FTA regarding this report are followed and any follow-up responses are adhered to.

The Contractor’s operations staff must have a clear understanding of all aspects of the NTD Report including how to develop an FTA approved sampling methodology for collecting passenger data during mandatory sampling years. In addition, on a monthly basis, the Contractor shall provide the required NTD information on the appropriate NTD form along with all backup information. This information shall be supplied with the monthly invoice for each service.
Liquidated Damage: Failure by the Contractor to include, with the monthly invoice, the required NTD information, on the appropriate NTD form along with all backup information shall result in a liquidated damage of one-hundred dollars ($100) per business day until the report is submitted to GRTA.

Liquidated damage will be applied to monthly invoice.

OTHER LIQUIDATED DAMAGE ASSESSMENTS

(a) Fifty dollars ($50) per occurrence for each unauthorized deviation from the transit routes as described in the route descriptions provided by the GRTA.

(b) Fifty dollars ($50) per occurrence for each time a wheelchair lift does not function when needed (in revenue service or when requested by a representative of GRTA.

(c) Fifty dollars ($50) per day for failure to submit NTD reports as required in Section 3.8 of Exhibit A-Scope of Services.

(d) Two hundred fifty dollars ($250) per day for failure to submit Drug and Alcohol or MIS reports as required in Section 3.9 of Exhibit A-Scope of Services.

(e) Two hundred and fifty dollars ($250) per day for failure to submit a completed monthly invoice and back up documentation by the 5th day of each month.

ARTICLE XXVIII
SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason, the validity, legality and enforceability of the remaining provisions of this Agreement will not be adversely affected.

ARTICLE XXIX
ASSIGNABILITY

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XXX
NOTICES

(1) All official notices and communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of delivery, if delivered personally to the party to whom notice is given, or (ii) at the date of actual receipt if mailed by U.S. Postal Service, postage prepaid, return receipt requested.

(2) Notices and other communications shall be directed to the parties at the addresses listed below:

Notice to CONTRACTOR:
Notice to AUTHORITY:

Georgia Regional Transportation Authority
245 Peachtree Center Avenue, N.E., Suite 400
Atlanta, GA  30303-1426
ATTN:  Christopher Tomlinson, Executive Director

Copy to:   Kirk Fjelstul, Chief Counsel

(3)  Telephonic and electronic mail communications and facsimile transmittals may be used to expedite communications, but neither shall be considered official communications under this Agreement unless and until confirmed in writing in accordance with this Article XXX, paragraph (1) above.

ARTICLE XXXI
OWNERSHIP OF DOCUMENTS

CONTRACTOR agrees that all reports, drawings, computer disks, specifications, survey notes, estimates, maps, computations and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain the property of the AUTHORITY upon termination or completion of the Work.  The AUTHORITY shall have the right, at its sole risk, to use the same without restriction or limitation and without compensation to CONTRACTOR other than that provided for in this Agreement.  CONTRACTOR shall not have the right to use same for sale or other benefit without express written permission from the AUTHORITY.

ARTICLE XXXII
PATENT AND RIGHTS IN DATA

If patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions will be the sole property of the AUTHORITY.  However, the AUTHORITY agrees to and does hereby grant to the CONTRACTOR an irrevocable, non-exclusive, non-transferable and royalty-free license to practice each invention in the manufacture, use, and disposition according to law of any article or material and in use of any method that may be developed as a part of the Work under this Agreement.

ARTICLE XXXIII
COPYRIGHTING

The CONTRACTOR and the AUTHORITY agree that any papers, interim reports, forms, and any other material which are part of Work under this Agreement are to be deemed a
“work for hire,” as such term is defined in the Copyright Laws of the United States. As a “work made for hire,” all copyright interests in said works will vest in the AUTHORITY upon creation of the copyrightable work. If any papers, interim reports, forms or other material which are a part of Work under this Agreement are deemed by law not to be a “work for hire,” any copyright interests of the CONTRACTOR are hereby assigned completely and solely to the AUTHORITY. Publication rights to any works produced under this Agreement are reserved by the AUTHORITY.

ARTICLE XXXIV
PUBLICATION AND PUBLICITY

Articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals or any other materials reporting the plans, progress, analyses, results, or findings of Work conducted under this Agreement shall not be presented publicly or published without prior written approval by the AUTHORITY.

All releases of information, findings, and recommendations shall include a disclaimer provision and all published reports shall include that disclaimer on the cover and title page in the following form:

"The contents of this publication reflect the views of the author(s), who is (are) responsible for the facts and accuracy of the data presented herein. The opinions, findings, and conclusions in this publication are those of the author(s) and do not necessarily reflect the official views or policies of those of the Georgia Regional Transportation Authority, the State of Georgia or the Federal Transit Administration. This publication does not constitute a standard, specification or regulation."

If any information concerning the Services, their conduct, results or data gathered or processed should be released by the CONTRACTOR without prior approval from the AUTHORITY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the CONTRACTOR. In addition, the CONTRACTOR shall indemnify and hold harmless the AUTHORITY, its officers, employees, and agents from any liability arising from such unauthorized release of data.

Any request for information directed to the CONTRACTOR, pursuant to the Georgia Open Records Act, by the public shall be immediately redirected to the AUTHORITY for handling. The AUTHORITY shall be responsible for providing the response to requests under the Georgia Open Records Act. The CONTRACTOR acknowledges and agrees that all records of the Services and the Work, including records of CONTRACTOR and subcontractors are subject to the Georgia Open Records Act, O.C.G. § 50-18-70 et seq., with particular attention being called to O.C.G. § 50-18-70(a) regarding the records of private persons, firms, corporations, or other private entity engaged in performance of services or functions on behalf of a state agency, public agency or public office. The CONTRACTOR shall include this language or similar language in all contracts with subcontractors.

ARTICLE XXXV
COVENANT AGAINST CONTINGENT FEES
The CONTRACTOR shall comply with all relevant requirements of all Federal, State, and local laws. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the AUTHORITY shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE XXXVI
CONFLICTS OF INTEREST

AUTHORITY employees are bound by the Georgia Governor’s Executive Order dated January 13, 2003 for “Establishing a Code of Ethics for Executive Branch Officers and Employees”. The Executive Order prohibits AUTHORITY employees, or any person acting on their behalf, from accepting, directly or indirectly, any gift from any person with whom the employee interacts on official AUTHORITY business. Therefore, it is unlawful for CONTRACTOR, or its subcontractors or suppliers, to make gifts or favors to any AUTHORITY employee. It is also unlawful for any AUTHORITY employee to accept any such gift or favor.

ARTICLE XXXVII
WARRANTY

CONTRACTOR warrants that it shall use the highest professional principles and practice in the performance of its obligations under this Agreement and that its performance shall reflect the highest professional knowledge, skill, and judgment. CONTRACTOR further warrants and agrees that it, and any persons assigned by CONTRACTOR, shall perform this Agreement in compliance with all federal, state, and local laws, statutes, acts, ordinances, rules, regulations, codes, or standards.

ARTICLE XXXVIII
NONWAIVER

No failure or waiver or successive failures or waivers on the part of either party, its successors or permitted assigns, in the enforcement of any condition, covenants, or article of this Agreement shall operate as a discharge of any such condition, covenant or article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

ARTICLE XXXIX
MERGER
This Agreement constitutes the entire agreement of the parties, all prior discussions, representations and agreements being merged herein. The Agreement may not be changed, modified, extended or amended, nor any provision thereof waived, except by a written amendment executed by duly authorized representatives of the respective parties. The captions in this Agreement are for convenience only and shall not affect the substantive meaning of any provision herein.

**ARTICLE XL**  
**NO THIRD PARTY RIGHTS**  
Except as expressly set forth herein, the representations, warranties, terms and provisions of this Agreement are for the exclusive benefit of the parties hereto and no other person or entity shall have any right or claim against either party by reason of any of these terms and provisions or be entitled to enforce any of these terms and provisions against either party.

**ARTICLE XLI**  
**ATTACHMENTS**  
Any attachment or exhibit to this Agreement will be incorporated into and made a part of this Agreement. In the event of a conflict between the provisions contained in the body of this Agreement and any attachment or exhibit, the terms in the body of this Agreement will control.

**ARTICLE XLII**  
**SEPARATE COUNTERPARTS**  
This Agreement may be executed in one (1) or more counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one of the same instrument.

**ARTICLE XLIII**  
**MEETINGS**  
Upon request of the AUTHORITY, CONTRACTOR shall, at its own expense, attend public meetings to provide information concerning the Xpress Regional Commuter System. The General Manager, representing CONTRACTOR, shall attend, at a minimum, bi-weekly meetings with AUTHORITY Transit staff at times and locations to be determined.

**ARTICLE XLIV**  
**REMOVAL OF EMPLOYEES**  
Promptly upon the written demand of the AUTHORITY’s Project Manager, as identified in Article VI above, CONTRACTOR shall remove from activities associated with this Agreement any employees whom the AUTHORITY, at its sole discretion, considers unsuitable for such work.
ARTICLE XLV
APPROVAL OF PROCEDURES

The plans submitted by CONTRACTOR with its proposal in response to the Request for Proposals are hereby incorporated into this Agreement by reference. These plans, together with the requirements in the Request for Proposals, shall constitute the CONTRACTOR's operating procedures, policies and practices, and, upon reasonable written request from the AUTHORITY, CONTRACTOR shall amend such procedures, policies and practices in accordance therewith. CONTRACTOR shall request the AUTHORITY's prior written approval for any changes to these plans. Such procedures, policies and practices shall be deemed to include all operators and other CONTRACTOR employees' training and orientation and CONTRACTOR's employee performance codes and disciplinary procedures, dress codes, run cuts, timetables and other performance-related procedures or policies.

ARTICLE XLVI
ADVERTISING

The AUTHORITY does not permit paid interior or exterior advertising on Xpress vehicles; however, the AUTHORITY has right to determine interior and exterior advertising policies on its revenue vehicles. All revenue received from advertising on Xpress vehicles shall be paid to the AUTHORITY.

ARTICLE XLVII
LICENSES, PERMITS AND FILING FEES

With the exception of vehicle registrations and license plates, CONTRACTOR is solely responsible for obtaining all other licenses or authorizations required by law to perform the Services required under this Agreement. The cost of all licenses and permits necessary to operate each vehicle and other equipment under all such applicable laws and regulations shall be the responsibility of CONTRACTOR. These permits and licenses shall include, but shall not be limited to, all necessary Georgia motor vehicle driver licenses and certificates.

CONTRACTOR shall pay all filing fees and legal fees involved in submitting route, schedule, and rate changes.

CONTRACTOR shall pay all federal, state and local taxes imposed on CONTRACTOR by reason of the ownership or leasing of any vehicle, equipment, inventory or operation of the Xpress Regional Commuter System.

ARTICLE XLVIII
PROHIBITED USES

Unless expressly authorized in writing by the AUTHORITY, CONTRACTOR shall not use any vehicle or other equipment, which is part of the Xpress Regional Commuter System other than in connection with the Services required to be performed under this Agreement. CONTRACTOR shall not use any such vehicle or other equipment for any private charters or any purpose other than as may be specifically permitted by the
AUTHORITY and in the AUTHORITY’s sole discretion and under such terms as the AUTHORITY elects.

ARTICLE XLIX
RISK OF LOSS OR DAMAGE

CONTRACTOR shall be responsible for the vehicles, equipment and supplies used in the performance of the Services required under this Agreement and shall be responsible for all loss or damage with respect to any such vehicles, equipment and supplies, excepting those losses or damages due to either intentional acts of the AUTHORITY or the AUTHORITY’s gross negligence.

CONTRACTOR will be responsible for all losses and/or damages to buildings, structures, and facilities, whether owned or leased by the AUTHORITY, used in the performance of this Agreement, which are due to the negligence of CONTRACTOR, its agents, representatives, employees, or subcontractors.

ARTICLE L
LABOR DISPUTES

If CONTRACTOR has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Agreement, CONTRACTOR shall immediately give notice, including all relevant information, to the AUTHORITY’s Project Manager as identified in Article VI above.

ARTICLE LI
MINIMUM BUS AVAILABILITY

CONTRACTOR shall provide at least 90% of its assigned Xpress revenue vehicle fleet in operable condition for revenue service in peak periods unless otherwise directed by the AUTHORITY.

ARTICLE LII
CONFIDENTIALITY

Any and all reports, information or data of whatever nature provided to, or prepared, generated or assembled by CONTRACTOR in connection with the performance of this Agreement shall not be made available to any individual or organization outside CONTRACTOR without the prior written approval of the AUTHORITY, unless such is required by a court process. CONTRACTOR shall promptly notify the AUTHORITY of any request for such information in a court proceeding.

ARTICLE LIII
AUTHORITY AND CONTRACTOR SUPPLIED PROPERTY

The title to capital items provided by the AUTHORITY shall remain with the AUTHORITY. CONTRACTOR shall be required to maintain such items utilizing manufacturers' recommended maintenance standards, at a minimum, or those standards provided by the AUTHORITY, at the AUTHORITY’s sole discretion. Furthermore, CONTRACTOR shall
maintain adequate property control records of all AUTHORITY-furnished property in accordance with sound industry practice and as approved by the AUTHORITY.

The AUTHORITY shall have the option, upon the expiration or termination of the Agreement, to purchase all or any part of non-revenue equipment not already purchased by the AUTHORITY and used by CONTRACTOR in the performance of the Work specified in the Agreement at a price equal to that portion of the original cost of the equipment which has not yet been amortized as of the date the Agreement expires or is terminated. Amortization shall be deemed to be made in accordance with generally accepted accounting principles.

**ARTICLE LIV**

**TURNOVER PROCEDURE**

The AUTHORITY has established a Turnover Procedure for return of Xpress vehicles and equipment at the end of the Agreement. This Turnover Procedure shall be implemented toward the end of the current contract term with CONTRACTOR and prior to the commencement of any new Agreement for transit services. At the AUTHORITY’s option, a Turnover Inspection may be implemented with or without a change in CONTRACTOR. The specific procedures to be followed during the Turnover period are specified in Exhibit A, Section 4, attached hereto.

**ARTICLE LV**

**COMPLIANCE WITH APPLICABLE STATE LAW**

(1) The undersigned certify that the provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.

(2) IT IS FURTHER CERTIFIED that the provisions of Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full.

(3) IT IS FURTHER AGREED that the CONTRACTOR shall comply and shall require its subcontractors to comply with the regulations for Compliance with Title VI of the Civil Rights Act Of 1964, as amended, and 23 C.F.R. 710.405(b).

(4) IT IS FURTHER CERTIFIED that the provisions of the “Officer Code of Conduct”, O.C.G. § 45-10-22, et seq., have not been and shall not be violated in any respect.

**ARTICLE LVI**

**COMPLIANCE WITH APPLICABLE FEDERAL LAW**

The work to be performed as the Services under this Agreement may be financed, in part, by grants provided under programs of the Federal Transit Act, as amended, and as such is subject to the Terms and Conditions set forth in the grant agreements. CONTRACTOR understands that Federal laws, regulations, policies, and related administrative practices applicable to the Agreement may be modified from time to time. CONTRACTOR acknowledges that the most recent of such
Federal requirements will govern the Agreement at any particular time, unless the Federal Government determines otherwise. Likewise, new Federal laws, regulations, policies and administrative practices may be established after the Agreement is executed and may apply to the Agreement. The laws and regulations detailed in this Agreement include, but are not limited to, those that will be applicable to the Agreement. To the extent applicable, CONTRACTOR shall comply with the Federal, State and AUTHORITY imposed requirements contained in this Agreement.

ARTICLE LVII
NO GOVERNMENT OBLIGATION TO FEDERAL GOVERNMENT

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

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

ARTICLE LVIII
PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

(2) The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the
ARTICLE LIX
ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

(1) The CONTRACTOR agrees to provide the AUTHORITY, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this Agreement, including those required by 49 U.S.C. § 5325(g), for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The CONTRACTOR agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case CONTRACTOR agrees to maintain same until the Purchaser (the AUTHORITY), the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(4) The CONTRACTOR further agrees to require and assures that its subcontractors shall provide sufficient access to procurement records as needed for compliance with State and Federal laws and regulations or to assure proper Project management as determined by FTA.

ARTICLE LX
FEDERAL CHANGES

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the AUTHORITY and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. CONTRACTOR’s failure to so comply shall constitute a material breach of this Agreement.

ARTICLE LXI
CIVIL RIGHTS
The following requirements apply to the underlying Agreement:

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

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

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

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

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

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

ARTICLE LXII
DISADVANTAGED BUSINESS ENTERPRISES (DBE)

(1) This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The AUTHORITY’S overall goal for DBE participation in federally funded contracts awarded between October 1, 2014 and September 30, 2017 is 11%. A separate contract goal has not been established for this Agreement.

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

(3) The CONTRACTOR will be required to report its DBE participation obtained through race-neutral means throughout the Term of Agreement.

(4) The CONTRACTOR is required to pay its subcontractor(s) performing work related to this Agreement for satisfactory performance of that work no later than 30 calendar days after the CONTRACTOR’s receipt of payment for that work from AUTHORITY. In addition, the CONTRACTOR may not hold retainage from its subcontractors.

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

ARTICLE LXIII
INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

**ARTICLE LXIV**

**ENERGY CONSERVATION**

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

**ARTICLE LXV**

**DEBARMENT AND SUSPENSION**

This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 1200. As such, the AUTHORITY is required to assure that the CONTRACTOR, its subcontractors, and other participants at any tier of the Project are not excluded or disqualified as defined in 2 CFR Part 180 Subpart I.

The CONTRACTOR is required to comply with 2 CFR Part 180 and 2 CFR Part 1200 and must include the requirement to comply with Subpart C of 2 CFR 180 as supplemented by 2 CFR Part 1200 in any lower tier covered transaction.

**ARTICLE LXVI**

**TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS**

CONTRACTOR agrees to comply with applicable transit employee protective requirements as follows:

1. **General Transit Employee Protective Requirements** - To the extent that FTA determines that transit operations are involved, CONTRACTOR agrees to carry out the transit operations work on the underlying Agreement in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Agreement and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying Agreement. CONTRACTOR agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (2) and (3) of this clause.
(2) **Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities** - If the Agreement involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying Agreement, CONTRACTOR agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. CONTRACTOR agrees to perform transit operations in connection with the underlying Agreement in compliance with the conditions stated in that U.S. DOL letter.

(3) **Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Non-urbanized Areas** - If the Agreement involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, CONTRACTOR agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(4) CONTRACTOR also agrees to include the applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

**ARTICLE LXVII**

**PROMPT PAYMENT OF SUBCONTRACTORS**

(1) CONTRACTOR shall pay its subcontractors for satisfactory performance of their contracts no later than 15 calendar days from receipt of each payment received by CONTRACTOR from the AUTHORITY.

(2) Failure to comply with the terms and conditions of this Article shall constitute a breach of contract and further payments for any work performed may be withheld until such time as corrective action is taken. CONTRACTOR shall be responsible for any corrective action required by the AUTHORITY at the time of final inspection. If CONTRACTOR fails to take corrective action, the AUTHORITY reserves the right to terminate the contract.

(3) Any delay or postponement of payment among the CONTRACTOR and its subcontractors may take place only for good cause, with prior written approval from the AUTHORITY.
(4) All subcontract agreements between CONTRACTOR and subcontractors shall be in writing and shall contain all of the federal requirements and pertinent provisions of the prime contract.

(5) CONTRACTOR may not withhold retainage from its subcontractors.

ARTICLE LXVIII
CHARTER BUS REQUIREMENTS

CONTRACTOR agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

ARTICLE LXIX
SCHOOL BUS REQUIREMENTS

Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

ARTICLE LXX
CLEAN WATER REQUIREMENTS

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

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

ARTICLE LXXI
CLEAN AIR REQUIREMENTS

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

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

### ARTICLE LXXII

**LOBBYING**


The Certification Regarding Lobbying submitted by CONTRACTOR with its proposal is attached as Offer Document #11 in “Exhibit D – Proposal Submitted by Contractor in Response to RFP” to this Agreement.

### ARTICLE LXXIII

**PRIVACY ACT**

The following requirements apply to CONTRACTOR and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, CONTRACTOR agrees to obtain the express consent of the Federal Government before CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

(2) CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

### ARTICLE LXXIV
DRUG AND ALCOHOL TESTING

CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Georgia, or the Georgia Regional Transportation Authority, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process.

CONTRACTOR agrees further to certify annually its compliance with Parts 653 and 654 before July 1 of each year and to submit the Management Information System (MIS) reports before February 15 of each year to Jerome Parker, Transit Division Director, Georgia Regional Transportation Authority, 245 Peachtree Center Avenue, NE, Suite 800, Atlanta, Georgia, 30303-1223. To certify compliance CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

CONTRACTOR agrees further to submit upon request a copy of the Policy Statement developed to implement its drug and alcohol testing program. In addition, CONTRACTOR agrees to: (to be determined by the AUTHORITY prior to contract execution, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

ARTICLE LXXV
ERISA

CONTRACTOR shall comply with the provisions of the Employee Retirement Income Security Act of 1974, as amended with respect to each of its employee benefit plans. CONTRACTOR shall supply the AUTHORITY with such information concerning the status of each of CONTRACTOR's employee benefit plans, as the AUTHORITY shall reasonably request.

ARTICLE LXXVI
49 USC SECTION 5333(b) INDEMNITY

(c) CONTRACTOR will abide by and carry out on behalf of the AUTHORITY the obligations and duties imposed on the AUTHORITY by the certifications regarding the subject transportation services issued by the United States Department of Labor under 49 USC Section 5333(b) (formerly Section 13(c) of the Urban Mass Transportation Act of 1964), and any supplementary certification pertaining to same. In addition, CONTRACTOR will cooperate fully in any negotiation by the AUTHORITY, and will take all other such action reasonably requested by the AUTHORITY, in connection with obtaining any other 49 USC Section 5333(b) certifications during the term of the Agreement, and will abide by and carry out all obligations and duties imposed by the AUTHORITY by such other certifications. CONTRACTOR will be financially and administratively responsible for, and will
indemnify, defend and hold harmless the AUTHORITY and its Board of Directors from and against, any losses, liabilities, claims and expenses (including, without limitation, any reasonable attorneys' fees) incurred by the AUTHORITY to the extent arising from CONTRACTOR's violation or non-compliance with any 49 USC Section 5333(b) certifications covered by this paragraph.

(d) CONTRACTOR shall not assist or encourage any employee to file or otherwise pursue a Section 5333(b) claim against the AUTHORITY, or take any action which is contrary to the interests of the AUTHORITY under Section 5333(b) or its Section 5333(b) arrangements or agreements, relating to the termination of services under the Agreement, any future transition from the CONTRACTOR to another Service Provider, or any other action or event relating to the Agreement. If CONTRACTOR fails to comply with this obligation, CONTRACTOR shall be financially liable for all costs incurred by the AUTHORITY (including attorneys' fees) associated with any Section 5333(b) claims or any delays in the receipt of federal funds.

IN WITNESS WHEREOF, said parties have hereunto set their hand and affixed their seals the day and year above first written.

GEORGIA REGIONAL TRANSPORTATION AUTHORITY:

______________________________:
Christopher Tomlinson
Executive Director

______________________________
Date

______________________________
Date
## SECTION VIII
### SERVICE INFORMATION

**GRTA Xpress Service and hours**

<table>
<thead>
<tr>
<th>Route</th>
<th>Days</th>
<th>Peak bus requirement</th>
<th>AM</th>
<th>Mid</th>
<th>PM</th>
<th>Daily revenue hours</th>
<th>Daily revenue miles</th>
<th>Daily deadhead hours</th>
<th>Daily deadhead miles</th>
</tr>
</thead>
<tbody>
<tr>
<td>400</td>
<td>M-F</td>
<td>5 0 5</td>
<td>14.84</td>
<td>457</td>
<td>24.06</td>
<td>402</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>408</td>
<td>M-F</td>
<td>3 0 4</td>
<td>11.25</td>
<td>194.4</td>
<td>4.5</td>
<td>128.6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>410</td>
<td>M-F</td>
<td>3 0 3</td>
<td>14.08</td>
<td>403.7</td>
<td>5.17</td>
<td>151.9</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>411</td>
<td>M-F</td>
<td>4 0 4</td>
<td>18.32</td>
<td>477</td>
<td>16.58</td>
<td>475.8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>412</td>
<td>M-F</td>
<td>4 0 5</td>
<td>28.95</td>
<td>651.1</td>
<td>8.75</td>
<td>260.1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>413</td>
<td>M-F</td>
<td>5 0 5</td>
<td>20.85</td>
<td>511</td>
<td>21.8</td>
<td>482.6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>416</td>
<td>M-F</td>
<td>5 0 5</td>
<td>18.35</td>
<td>448</td>
<td>21.7</td>
<td>482.6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>418</td>
<td>M-F</td>
<td>5 0 5</td>
<td>26.07</td>
<td>659.7</td>
<td>12.2</td>
<td>448</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>420</td>
<td>M-F</td>
<td>3 0 4</td>
<td>14.07</td>
<td>396.1</td>
<td>8.08</td>
<td>264.6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>421</td>
<td>M-F</td>
<td>3 0 3</td>
<td>10.92</td>
<td>284.5</td>
<td>6.91</td>
<td>233.6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>422</td>
<td>M-F</td>
<td>3 0 3</td>
<td>11.37</td>
<td>232.2</td>
<td>5.67</td>
<td>184.2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>423</td>
<td>M-F</td>
<td>4 0 4</td>
<td>18.58</td>
<td>467.3</td>
<td>10</td>
<td>343.6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>424</td>
<td>M-F</td>
<td>4 0 4</td>
<td>13</td>
<td>334.6</td>
<td>9</td>
<td>334.8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>425</td>
<td>M-F</td>
<td>6 0 6</td>
<td>22.43</td>
<td>610.8</td>
<td>13.92</td>
<td>523.2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>428</td>
<td>M-F</td>
<td>4 0 4</td>
<td>10.25</td>
<td>256.4</td>
<td>10.33</td>
<td>488.8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>430</td>
<td>M-Th</td>
<td>6 0 6</td>
<td>24.95</td>
<td>651.6</td>
<td>11.5</td>
<td>385.4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>430</td>
<td>F only</td>
<td>6 0 5</td>
<td>21.95</td>
<td>557.4</td>
<td>10.75</td>
<td>353.7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>431</td>
<td>M-F</td>
<td>3 0 3</td>
<td>14.67</td>
<td>402.6</td>
<td>5</td>
<td>131.1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>432</td>
<td>M-F</td>
<td>5 0 4</td>
<td>24.57</td>
<td>621.7</td>
<td>8.42</td>
<td>248.1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>440</td>
<td>M-Th</td>
<td>5 1 7</td>
<td>30.78</td>
<td>729.1</td>
<td>11.92</td>
<td>318.7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>440</td>
<td>F only</td>
<td>5 0 6</td>
<td>29.95</td>
<td>708</td>
<td>11</td>
<td>305.7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>441</td>
<td>M-F</td>
<td>3 0 3</td>
<td>11.67</td>
<td>248.1</td>
<td>5.25</td>
<td>115.2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>442</td>
<td>M-F</td>
<td>3 0 3</td>
<td>14.6</td>
<td>290.1</td>
<td>4.41</td>
<td>105</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>450</td>
<td>M-F</td>
<td>5 0 4</td>
<td>17.37</td>
<td>587.8</td>
<td>10.5</td>
<td>413.8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>451/455</td>
<td>M-F</td>
<td>4 0 5</td>
<td>26.02</td>
<td>714.2</td>
<td>9.67</td>
<td>370.3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>460</td>
<td>M-Th</td>
<td>7 0 7</td>
<td>25.28</td>
<td>622.1</td>
<td>17</td>
<td>630.5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>460</td>
<td>F only</td>
<td>4 0 4</td>
<td>15.16</td>
<td>374.7</td>
<td>9.67</td>
<td>350.6</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### GCT Service Statistics

#### 2010 – 2013 Annual Paratransit Statistics

<table>
<thead>
<tr>
<th>NTD Year</th>
<th>Vehicle Revenue Hours</th>
<th>Vehicle Deadhead Hours</th>
<th>Vehicle Revenue Miles</th>
<th>Vehicle Deadhead Miles</th>
<th>ADA Unlinked Passenger Trips</th>
<th>Guests &amp; PCAs</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010</td>
<td>14,791</td>
<td>3,800</td>
<td>212,482</td>
<td>63,138</td>
<td>16,576</td>
<td>459</td>
</tr>
<tr>
<td>2011</td>
<td>16,865</td>
<td>4,078</td>
<td>231,705</td>
<td>64,920</td>
<td>17,295</td>
<td>1,077</td>
</tr>
<tr>
<td>2012</td>
<td>17,827</td>
<td>4,066</td>
<td>212,246</td>
<td>63,233</td>
<td>14,693</td>
<td>4,701</td>
</tr>
<tr>
<td>2013</td>
<td>17,098</td>
<td>5,133</td>
<td>233,580</td>
<td>63,923</td>
<td>14,744</td>
<td>7,194</td>
</tr>
</tbody>
</table>

#### 2014 Paratransit Statistics by Month (YTD)

<table>
<thead>
<tr>
<th>Month</th>
<th>Vehicle Revenue Hours</th>
<th>Vehicle Deadhead Hours</th>
<th>Vehicle Revenue Miles</th>
<th>Vehicle Deadhead Miles</th>
<th>ADA Unlinked Passenger Trips</th>
<th>Guests &amp; PCAs</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>1,257</td>
<td>553</td>
<td>17,421</td>
<td>4,214</td>
<td>1,554</td>
<td>309</td>
</tr>
<tr>
<td>February</td>
<td>1,297</td>
<td>386</td>
<td>16,625</td>
<td>3,922</td>
<td>1,558</td>
<td>323</td>
</tr>
<tr>
<td>March</td>
<td>1,549</td>
<td>462</td>
<td>19,945</td>
<td>5,079</td>
<td>1,824</td>
<td>405</td>
</tr>
<tr>
<td>April</td>
<td>1,575</td>
<td>491</td>
<td>20,267</td>
<td>5,557</td>
<td>1,878</td>
<td>412</td>
</tr>
<tr>
<td>May</td>
<td>1,638</td>
<td>443</td>
<td>22,015</td>
<td>5,211</td>
<td>2,003</td>
<td>536</td>
</tr>
<tr>
<td>June</td>
<td>1,398</td>
<td>401</td>
<td>17,859</td>
<td>3,381</td>
<td>1,736</td>
<td>412</td>
</tr>
<tr>
<td>July</td>
<td>1,390</td>
<td>404</td>
<td>17,631</td>
<td>3,227</td>
<td>1,728</td>
<td>416</td>
</tr>
<tr>
<td>August</td>
<td>1,557</td>
<td>497</td>
<td>19,419</td>
<td>3,874</td>
<td>1,898</td>
<td>594</td>
</tr>
<tr>
<td>September</td>
<td>1,582</td>
<td>489</td>
<td>19,198</td>
<td>4,105</td>
<td>1,973</td>
<td>573</td>
</tr>
<tr>
<td>October</td>
<td>1,661</td>
<td>567</td>
<td>18,709</td>
<td>4,725</td>
<td>2,038</td>
<td>634</td>
</tr>
<tr>
<td>November</td>
<td>1,313</td>
<td>437</td>
<td>15,405</td>
<td>4,008</td>
<td>1,693</td>
<td>506</td>
</tr>
<tr>
<td>December</td>
<td>1,454</td>
<td>491</td>
<td>15,762</td>
<td>4,748</td>
<td>1,720</td>
<td>471</td>
</tr>
</tbody>
</table>

#### 2015 Paratransit Statistics by Month (YTD)

<table>
<thead>
<tr>
<th>Month</th>
<th>Vehicle Revenue Hours</th>
<th>Vehicle Deadhead Hours</th>
<th>Vehicle Revenue Miles</th>
<th>Vehicle Deadhead Miles</th>
<th>ADA Unlinked Passenger Trips</th>
<th>Guests &amp; PCAs</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>February</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>March</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>April</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>May</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>June</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>July</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>August</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>September</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>October</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>November</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>December</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td></td>
</tr>
<tr>
<td>January</td>
<td>1,441</td>
<td>361</td>
<td>16,073</td>
<td>4,442</td>
<td>1,736</td>
<td>528</td>
</tr>
<tr>
<td>February</td>
<td>1,320</td>
<td>328</td>
<td>14,901</td>
<td>4,137</td>
<td>1,559</td>
<td>502</td>
</tr>
<tr>
<td>March</td>
<td>1,464</td>
<td>332</td>
<td>17,534</td>
<td>4,749</td>
<td>1,920</td>
<td>542</td>
</tr>
</tbody>
</table>
## Gwinnett County Transit

### Daily Report of Operations

**Friday, May 8, 2015**

### Operations

<table>
<thead>
<tr>
<th>Service</th>
<th>Regular</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drivers Scheduled</td>
<td>144</td>
</tr>
<tr>
<td>Drivers Absent</td>
<td>2</td>
</tr>
<tr>
<td>Driver Availability</td>
<td>98.61%</td>
</tr>
<tr>
<td>Driver Regular Hours</td>
<td>500.58</td>
</tr>
<tr>
<td>Driver OT Hours</td>
<td>98.3</td>
</tr>
</tbody>
</table>

### Service

<table>
<thead>
<tr>
<th>Mode</th>
<th>Route #</th>
<th>Route Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local</td>
<td>10</td>
<td>Sugarloaf Mills to Gwinnett Place to Doraville MARTA</td>
</tr>
<tr>
<td></td>
<td>20</td>
<td>Buford Highway to Singleton Road/Indian Trail-Lilburn</td>
</tr>
<tr>
<td></td>
<td>30</td>
<td>Lilburn to Gwinnett Place to Buford Highway</td>
</tr>
<tr>
<td></td>
<td>35</td>
<td>Technology Park/Peachtree Comers to Buford Highway</td>
</tr>
<tr>
<td></td>
<td>40</td>
<td>Lawrenceville to Sugarloaf Mills to Gwinnett Place</td>
</tr>
<tr>
<td>GCT Express</td>
<td>101</td>
<td>I-985 Park-N-Ride Lot - Downtown Atlanta</td>
</tr>
<tr>
<td></td>
<td>102</td>
<td>I-85/Indian Trail P&amp;R/Gwinnett Place Mall - Downtown</td>
</tr>
<tr>
<td></td>
<td>103</td>
<td>Sugarloaf Mills Park-N-Ride - Downtown</td>
</tr>
<tr>
<td>GRTA Express</td>
<td>410</td>
<td>Sugarloaf Mills - Lindbergh Station</td>
</tr>
<tr>
<td></td>
<td>412</td>
<td>Sugarloaf Mills - Midtown - Downtown</td>
</tr>
<tr>
<td></td>
<td>418</td>
<td>Snellville - Downtown</td>
</tr>
</tbody>
</table>

### Safety & Training

- **Accident Count:** 0
- **Worker Comp Claims:** 0
- **Operators in Training:** 0
- **Safety Meeting:** No Safety Meeting
- **Safety Meeting Detail:**

### Paratransit

- **Rev Miles:** 846
- **Psgrs:** 85
- **DMH:** 234
- **Guests:** 0
- **Trips:** 62
- **PCAs:** 24
- **DH Hrs:** 13.1
- **Total Riders:** 109
- **Paratransit Revenue:** $296.00

### Customer Service

- **Cases Opened:** 2
- **Cases Closed:** 2
- **Vehicle Mileage:** 12,769.0
- **Out of Service Count:** 16
- **Road Call Count:** None
- **Detail Cleans:** 4
- **PM Count:** 2
- **PMs > 500 Miles:** 0

### Ridership

<table>
<thead>
<tr>
<th>Route</th>
<th>FARE 1</th>
<th>FARE 2</th>
<th>FARE 3</th>
<th>KEY 1</th>
<th>KEY 2</th>
<th>KEY 3</th>
<th>KEY 4</th>
<th>KEY 5</th>
<th>KEY 6</th>
<th>KEY 7</th>
<th>KEY 8</th>
<th>KEY 9</th>
<th>KEY</th>
<th>FREE</th>
<th>TTP</th>
<th>TTP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local</td>
<td>Base 1</td>
<td>Zone</td>
<td>Fare</td>
<td>Eld/Disabl</td>
<td>Express</td>
<td>Route</td>
<td>Monthly</td>
<td>Pass</td>
<td>Local</td>
<td>GCT</td>
<td>MARTA</td>
<td>Gold</td>
<td>Transfr</td>
<td>8</td>
<td>Ticket</td>
<td>Breeze</td>
</tr>
<tr>
<td>Expres</td>
<td>3</td>
<td>2</td>
<td>18</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zone</td>
<td>148</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fare</td>
<td>51b</td>
<td>0</td>
<td>0</td>
<td>52</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>11</td>
<td>0</td>
<td>32</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>20</td>
<td>227</td>
<td>0</td>
<td>0</td>
<td>15</td>
<td>0</td>
<td>3</td>
<td>1</td>
<td>11</td>
<td>0</td>
<td>32</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>30</td>
<td>183</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>7</td>
<td>0</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>18</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>35</td>
<td>143</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>6</td>
<td>7</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>40</td>
<td>222</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>22</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>0</td>
<td>50</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>101</td>
<td>0</td>
<td>0</td>
<td>74</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>40</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>102</td>
<td>0</td>
<td>30</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>34</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>103</td>
<td>0</td>
<td>0</td>
<td>149</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>410</td>
<td>0</td>
<td>15</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>412</td>
<td>0</td>
<td>0</td>
<td>63</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>418</td>
<td>0</td>
<td>0</td>
<td>45</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

### Ticket Sales

- **Ticket Sales - Cash:** $5.00
- **Ticket Sales - CC:** $352.50
- **Ticket - Paratransit:** $200.00

### Maintenance

- **Rev Miles:** 846
- **Psgrs:** 85
- **DH Miles:** 234
- **Guests:** 0
- **Trips:** 62
- **PCAs:** 24
- **DH Hrs:** 13.1
- **Total Riders:** 109
- **Paratransit Revenue:** $296.00

### Total

- **On-Time %:** 98.82%
- **Revenue Hours (Including Paratransit):** 459.98

---

**Note:** The document contains detailed statistics and data related to transit operations, including ridership, service areas, safety metrics, and ticket sales. The data is presented in tables and detailed breakdowns, providing a comprehensive view of transit performance.
Gwinnett County Transit

Daily Report of Operations
Saturday, May 9, 2015

Operations

<table>
<thead>
<tr>
<th>Service</th>
<th>Saturday</th>
<th>Weather: Clear &amp; Moderate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drivers Scheduled</td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>Drivers Absent</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Driver Availability</td>
<td>95.83%</td>
<td></td>
</tr>
<tr>
<td>Driver Regular Hours</td>
<td>174.81</td>
<td></td>
</tr>
<tr>
<td>Driver OT Hours</td>
<td>78.67</td>
<td></td>
</tr>
</tbody>
</table>

Service

<table>
<thead>
<tr>
<th>Mode</th>
<th>Route #</th>
<th>Service Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local</td>
<td>10</td>
<td>Sugarloaf Mills to Gwinnett Place to Doraville MARTA</td>
</tr>
<tr>
<td></td>
<td>20</td>
<td>Buford Highway to Singleton Road/Indian Trail-Lilburn</td>
</tr>
<tr>
<td></td>
<td>30</td>
<td>Lilburn to Gwinnett Place to Buford Highway</td>
</tr>
<tr>
<td></td>
<td>35</td>
<td>Technology Park/Peachtree Corners to Buford Highway</td>
</tr>
<tr>
<td></td>
<td>40</td>
<td>Lawrenceville to Sugarloaf Mills to Gwinnett Place</td>
</tr>
</tbody>
</table>

Added Trips: 0  Missed Trips: 0  Penalty Trips: 0

Paratransit

| Non-ADA Trip | 13 |
| ADA Trips: | 29 |
| Trips: | 42 |
| Late Trips: | 3 |
| On-Time %: | 92.86% |

Ticket Sales

| Ticket Sales - Cash | $202.50 |
| Ticket Sales - CC | $90.00 |
| Ticket - Paratransit | $0.00 |

Safety & Training

| Accident Count | 0 |
| Worker Comp Claims | 0 |
| Operators in Training | 0 |
| Safety Meeting: | No Safety Meeting |

Customer Service

| Cases Opened | 0 |
| Cases Closed: | 0 |

Ridership

<table>
<thead>
<tr>
<th>Route</th>
<th>FARE 1</th>
<th>FARE 2</th>
<th>FARE 3</th>
<th>KEY 1</th>
<th>KEY 2</th>
<th>KEY 3</th>
<th>KEY 4</th>
<th>KEY 5</th>
<th>KEY 6</th>
<th>KEY 7</th>
<th>KEY 8</th>
<th>KEY 9</th>
<th>KEY * FREE</th>
<th>TTP 3</th>
<th>Breeze Card</th>
<th>Total</th>
<th>TTP 1</th>
<th>TTP 2</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Local Base Fare</td>
<td>Express Zone 1</td>
<td>Express Zone 2</td>
<td>Route 418</td>
<td>Express Monthly</td>
<td>Local/Express Upgrade</td>
<td>Local/ MARTA Transfer</td>
<td>Local/ MARTA Blue Transfer</td>
<td>Local/ MARTA Gold Transfer</td>
<td>MARTA W/C Transfer</td>
<td>MARTA Ticket Transfer</td>
<td>MARTA Breeze Card Transfer</td>
<td>MARTA Ticket</td>
<td>Breeze Card</td>
<td>Total</td>
<td>TTP 1</td>
<td>TTP 2</td>
<td></td>
</tr>
<tr>
<td>1 U</td>
<td>289</td>
<td>U</td>
<td>U</td>
<td>U</td>
<td>U</td>
<td>U</td>
<td>U</td>
<td>U</td>
<td>U</td>
<td>U</td>
<td>U</td>
<td>U</td>
<td>U</td>
<td>31</td>
<td>25</td>
<td>360</td>
<td>71</td>
<td>12</td>
</tr>
<tr>
<td>20</td>
<td>69</td>
<td>0</td>
<td>0</td>
<td>3</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>6</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>13</td>
<td>5</td>
<td>48</td>
<td>14</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>30</td>
<td>58</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>11</td>
<td>8</td>
<td>28</td>
<td>29</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>35</td>
<td>32</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td>1</td>
<td>13</td>
<td>17</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>40</td>
<td>59</td>
<td>0</td>
<td>0</td>
<td>6</td>
<td>0</td>
<td>1</td>
<td>7</td>
<td>0</td>
<td>0</td>
<td>16</td>
<td>0</td>
<td>0</td>
<td>5</td>
<td>8</td>
<td>30</td>
<td>8</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>507</td>
<td>0</td>
<td>0</td>
<td>29</td>
<td>0</td>
<td>1</td>
<td>13</td>
<td>0</td>
<td>25</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>62</td>
<td>47</td>
<td>523</td>
<td>1207</td>
<td>1</td>
<td>17</td>
</tr>
</tbody>
</table>
## PART IX
### SERVICE AND EQUIPMENT INFORMATION

<table>
<thead>
<tr>
<th>Coach Number</th>
<th>VIN</th>
<th>Engine</th>
<th>Life Miles. As of 03/31/2015</th>
<th>Model and Year</th>
<th>Purchase Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>300</td>
<td>1M8PDMPA04P056186</td>
<td>Detroit Diesel</td>
<td>455111</td>
<td>2004 MCI D4500</td>
<td>439,783</td>
</tr>
<tr>
<td>301</td>
<td>1M8PDMPA64P056208</td>
<td>Detroit Diesel</td>
<td>393628</td>
<td>2004 MCI D4500</td>
<td>439,665</td>
</tr>
<tr>
<td>302</td>
<td>1M8PDMPA84P056209</td>
<td>Detroit Diesel</td>
<td>398221</td>
<td>2004 MCI D4500</td>
<td>439,665</td>
</tr>
<tr>
<td>303</td>
<td>1M8PDMPA44P056210</td>
<td>Detroit Diesel</td>
<td>407813</td>
<td>2004 MCI D4500</td>
<td>439,665</td>
</tr>
<tr>
<td>304</td>
<td>1M8PDMPA64P056211</td>
<td>Detroit Diesel</td>
<td>388419</td>
<td>2004 MCI D4500</td>
<td>439,605</td>
</tr>
<tr>
<td>305</td>
<td>1M8PDMPA84P056212</td>
<td>Detroit Diesel</td>
<td>346383</td>
<td>2004 MCI D4500</td>
<td>440,497</td>
</tr>
<tr>
<td>306</td>
<td>1M8PDMPAX4P056213</td>
<td>Detroit Diesel</td>
<td>347008</td>
<td>2004 MCI D4500</td>
<td>440,497</td>
</tr>
<tr>
<td>307</td>
<td>1M8PDMPA14P056214</td>
<td>Detroit Diesel</td>
<td>333958</td>
<td>2004 MCI D4500</td>
<td>440,497</td>
</tr>
<tr>
<td>308</td>
<td>1M8PDMPA34P056215</td>
<td>Detroit Diesel</td>
<td>368811</td>
<td>2004 MCI D4500</td>
<td>440,497</td>
</tr>
<tr>
<td>309</td>
<td>1M8PDMPA54P056216</td>
<td>Detroit Diesel</td>
<td>328065</td>
<td>2004 MCI D4500</td>
<td>440,497</td>
</tr>
<tr>
<td>310</td>
<td>1M8PDMPA74P056217</td>
<td>Detroit Diesel</td>
<td>384801</td>
<td>2004 MCI D4500</td>
<td>440,497</td>
</tr>
<tr>
<td>311</td>
<td>1M8PDMPA94P056218</td>
<td>Detroit Diesel</td>
<td>292791</td>
<td>2004 MCI D4500</td>
<td>440,497</td>
</tr>
<tr>
<td>312</td>
<td>1M8PDMPA04P056219</td>
<td>Detroit Diesel</td>
<td>334470</td>
<td>2004 MCI D4500</td>
<td>439,784</td>
</tr>
<tr>
<td>313</td>
<td>1M8PDMPA04P056222</td>
<td>Detroit Diesel</td>
<td>262526</td>
<td>2004 MCI D4500</td>
<td>439,784</td>
</tr>
<tr>
<td>314</td>
<td>1M8PDMPA24P056223</td>
<td>Detroit Diesel</td>
<td>295427</td>
<td>2004 MCI D4500</td>
<td>439,784</td>
</tr>
<tr>
<td>315</td>
<td>1M8PDMPA44P056224</td>
<td>Detroit Diesel</td>
<td>268873</td>
<td>2004 MCI D4500</td>
<td>439,784</td>
</tr>
<tr>
<td>316</td>
<td>1M8PDMPA64P056225</td>
<td>Detroit Diesel</td>
<td>316280</td>
<td>2004 MCI D4500</td>
<td>439,784</td>
</tr>
<tr>
<td>317</td>
<td>1M8PDMPA84P056226</td>
<td>Detroit Diesel</td>
<td>307734</td>
<td>2004 MCI D4500</td>
<td>440,378</td>
</tr>
<tr>
<td>318</td>
<td>1M8PDMPAX4P056227</td>
<td>Detroit Diesel</td>
<td>330580</td>
<td>2004 MCI D4500</td>
<td>440,378</td>
</tr>
<tr>
<td>319</td>
<td>1M8PDMPA14P056228</td>
<td>Detroit Diesel</td>
<td>306914</td>
<td>2004 MCI D4500</td>
<td>440,259</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>----</td>
<td>--------</td>
<td>---------</td>
<td>-----------</td>
<td>--------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>320</td>
<td>1M8PDMPA34P056229</td>
<td>Detroit Diesel</td>
<td>355350</td>
<td>2004 MCI D4500</td>
<td>440,259</td>
</tr>
<tr>
<td>321</td>
<td>1M8PDMPAX4P056230</td>
<td>Detroit Diesel</td>
<td>317488</td>
<td>2004 MCI D4500</td>
<td>440,259</td>
</tr>
<tr>
<td>322</td>
<td>1M8PDMPA14P056231</td>
<td>Detroit Diesel</td>
<td>326058</td>
<td>2004 MCI D4500</td>
<td>440,259</td>
</tr>
<tr>
<td>323</td>
<td>1M8PDMPA34P056232</td>
<td>Detroit Diesel</td>
<td>301939</td>
<td>2004 MCI D4500</td>
<td>440,259</td>
</tr>
<tr>
<td>324</td>
<td>1M8PDMPA54P056233</td>
<td>Detroit Diesel</td>
<td>283358</td>
<td>2004 MCI D4500</td>
<td>440,259</td>
</tr>
<tr>
<td>325</td>
<td>1M8PDMPA74P056234</td>
<td>Detroit Diesel</td>
<td>365927</td>
<td>2004 MCI D4500</td>
<td>440,259</td>
</tr>
<tr>
<td>326</td>
<td>1M8PDMPA94P056235</td>
<td>Detroit Diesel</td>
<td>332651</td>
<td>2004 MCI D4500</td>
<td>440,259</td>
</tr>
<tr>
<td>327</td>
<td>1M8PDMPA04P056236</td>
<td>Detroit Diesel</td>
<td>341212</td>
<td>2004 MCI D4500</td>
<td>440,259</td>
</tr>
<tr>
<td>328</td>
<td>1M8PDMPA24P056237</td>
<td>Detroit Diesel</td>
<td>305573</td>
<td>2004 MCI D4500</td>
<td>440,081</td>
</tr>
<tr>
<td>329</td>
<td>1M8PDMPA44P056238</td>
<td>Detroit Diesel</td>
<td>342046</td>
<td>2004 MCI D4500</td>
<td>440,259</td>
</tr>
<tr>
<td>330</td>
<td>1M8PDMPA64P056239</td>
<td>Detroit Diesel</td>
<td>350621</td>
<td>2004 MCI D4500</td>
<td>439,784</td>
</tr>
<tr>
<td>331</td>
<td>1M8PDMPA24P056240</td>
<td>Detroit Diesel</td>
<td>268542</td>
<td>2004 MCI D4500</td>
<td>440,081</td>
</tr>
<tr>
<td>332</td>
<td>1M8PDMPA44P056241</td>
<td>Detroit Diesel</td>
<td>304425</td>
<td>2004 MCI D4500</td>
<td>439,962</td>
</tr>
<tr>
<td>333</td>
<td>1M8PDMPA64P056242</td>
<td>Detroit Diesel</td>
<td>420449</td>
<td>2004 MCI D4500</td>
<td>439,903</td>
</tr>
<tr>
<td>334</td>
<td>1M8PDMPA84P056243</td>
<td>Detroit Diesel</td>
<td>415514</td>
<td>2004 MCI D4500</td>
<td>439,784</td>
</tr>
<tr>
<td>335</td>
<td>1M8PDMPAX4P056244</td>
<td>Detroit Diesel</td>
<td>389880</td>
<td>2004 MCI D4500</td>
<td>439,903</td>
</tr>
<tr>
<td>336</td>
<td>1M8PDMPA14P056245</td>
<td>Detroit Diesel</td>
<td>456633</td>
<td>2004 MCI D4500</td>
<td>439,962</td>
</tr>
<tr>
<td>4001</td>
<td>1M8PDMPA46P056906</td>
<td>Detroit Diesel</td>
<td>328885</td>
<td>2004 MCI D4500</td>
<td>418,354</td>
</tr>
<tr>
<td>4002</td>
<td>1M8PDMPA66P056907</td>
<td>Detroit Diesel</td>
<td>338198</td>
<td>2004 MCI D4500</td>
<td>418,354</td>
</tr>
<tr>
<td>4003</td>
<td>1M8PDMPA86P056908</td>
<td>Detroit Diesel</td>
<td>368107</td>
<td>2004 MCI D4500</td>
<td>418,354</td>
</tr>
<tr>
<td>4004</td>
<td>1M8PDMPAX6P056909</td>
<td>Detroit Diesel</td>
<td>369629</td>
<td>2004 MCI D4500</td>
<td>418,354</td>
</tr>
<tr>
<td>4005</td>
<td>1M8PDMPA66P056910</td>
<td>Detroit Diesel</td>
<td>377503</td>
<td>2004 MCI D4500</td>
<td>418,354</td>
</tr>
<tr>
<td>4006</td>
<td>1M8PDMPA86P056911</td>
<td>Detroit Diesel</td>
<td>371722</td>
<td>2004 MCI D4500</td>
<td>418,354</td>
</tr>
<tr>
<td>4007</td>
<td>1M8PDMPAX6P056912</td>
<td>Detroit Diesel</td>
<td>333113</td>
<td>2004 MCI D4500</td>
<td>418,354</td>
</tr>
<tr>
<td>4008</td>
<td>1M8PDMPA16P056913</td>
<td>Detroit Diesel</td>
<td>345136</td>
<td>2004 MCI D4500</td>
<td>418,354</td>
</tr>
<tr>
<td>4009</td>
<td>1M8PDMPA36P056914</td>
<td>Detroit Diesel</td>
<td>355572</td>
<td>2004 MCI D4500</td>
<td>418,354</td>
</tr>
<tr>
<td>4010</td>
<td>1M8PDMPA56P056915</td>
<td>Detroit Diesel</td>
<td>372226</td>
<td>2004 MCI D4500</td>
<td>418,354</td>
</tr>
<tr>
<td>4011</td>
<td>1M8PDMPA76P056916</td>
<td>Detroit Diesel</td>
<td>339387</td>
<td>2004 MCI D4500</td>
<td>418,354</td>
</tr>
<tr>
<td>4012</td>
<td>1M8PDMPA96P056917</td>
<td>Detroit Diesel</td>
<td>329569</td>
<td>2004 MCI D4500</td>
<td>418,354</td>
</tr>
<tr>
<td>4013</td>
<td>1M8PDMPA06P056918</td>
<td>Detroit Diesel</td>
<td>316506</td>
<td>2004 MCI D4500</td>
<td>418,354</td>
</tr>
<tr>
<td>4014</td>
<td>1M8PDMPA26P056919</td>
<td>Detroit Diesel</td>
<td>360425</td>
<td>2004 MCI D4500</td>
<td>418,354</td>
</tr>
<tr>
<td>4015</td>
<td>1M8PDMPA96P056920</td>
<td>Detroit Diesel</td>
<td>353032</td>
<td>2004 MCI D4500</td>
<td>418,354</td>
</tr>
<tr>
<td>4016</td>
<td>1M8PDMPA06P056921</td>
<td>Detroit Diesel</td>
<td>357935</td>
<td>2004 MCI D4500</td>
<td>418,354</td>
</tr>
<tr>
<td>4017</td>
<td>1M8PDMPA26P056922</td>
<td>Detroit Diesel</td>
<td>323563</td>
<td>2004 MCI D4500</td>
<td>418,354</td>
</tr>
<tr>
<td>4018</td>
<td>1M8PDMPA46P056923</td>
<td>Detroit Diesel</td>
<td>324762</td>
<td>2004 MCI D4500</td>
<td>418,354</td>
</tr>
<tr>
<td>4019</td>
<td>1M8PDMPA66P056924</td>
<td>Detroit Diesel</td>
<td>334953</td>
<td>2004 MCI D4500</td>
<td>418,354</td>
</tr>
<tr>
<td>4020</td>
<td>1M8PDMPA86P056925</td>
<td>Detroit Diesel</td>
<td>331250</td>
<td>2004 MCI D4500</td>
<td>418,354</td>
</tr>
<tr>
<td>4021</td>
<td>1M8PDMPA16P057219</td>
<td>Detroit Diesel</td>
<td>335066</td>
<td>2004 MCI D4500</td>
<td>418,354</td>
</tr>
<tr>
<td>4022</td>
<td>1M8PDMPA86P057220</td>
<td>Detroit Diesel</td>
<td>312673</td>
<td>2004 MCI D4500</td>
<td>418,354</td>
</tr>
<tr>
<td>4023</td>
<td>1M8PDMPAX6P057221</td>
<td>Detroit Diesel</td>
<td>352198</td>
<td>2004 MCI D4500</td>
<td>418,354</td>
</tr>
<tr>
<td>4024</td>
<td>1M8PDMPA16P057222</td>
<td>Detroit Diesel</td>
<td>326465</td>
<td>2004 MCI D4500</td>
<td>418,354</td>
</tr>
<tr>
<td>4025</td>
<td>1M8PDMPA36P057223</td>
<td>Detroit Diesel</td>
<td>303404</td>
<td>2004 MCI D4500</td>
<td>418,354</td>
</tr>
<tr>
<td>4026</td>
<td>1M8PDMPA56P057224</td>
<td>Detroit Diesel</td>
<td>339582</td>
<td>2004 MCI D4500</td>
<td>418,354</td>
</tr>
<tr>
<td>4027</td>
<td>1M8PDMPA76P057225</td>
<td>Detroit Diesel</td>
<td>317586</td>
<td>2004 MCI D4500</td>
<td>418,354</td>
</tr>
<tr>
<td>4028</td>
<td>1M8PDMPA36P057299</td>
<td>Detroit Diesel</td>
<td>342935</td>
<td>2004 MCI D4500</td>
<td>418,354</td>
</tr>
<tr>
<td>4029</td>
<td>1M8PDMPA66P057300</td>
<td>Detroit Diesel</td>
<td>290136</td>
<td>2004 MCI D4500</td>
<td>418,354</td>
</tr>
<tr>
<td>4030</td>
<td>1M8PDMPA86P057301</td>
<td>Detroit Diesel</td>
<td>325565</td>
<td>2004 MCI D4500</td>
<td>418,354</td>
</tr>
<tr>
<td>4031</td>
<td>1M8PDMPAX6P057302</td>
<td>Detroit Diesel</td>
<td>267493</td>
<td>2004 MCI D4500</td>
<td>418,354</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Detroit Diesel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>4032</td>
<td>1M8PDMPA16P057303</td>
<td>Detroit Diesel</td>
<td>326570</td>
<td>2004 MCI D4500</td>
<td>418,354</td>
</tr>
<tr>
<td>4033</td>
<td>1M8PDMPA36P057304</td>
<td>Detroit Diesel</td>
<td>297715</td>
<td>2004 MCI D4500</td>
<td>418,354</td>
</tr>
<tr>
<td>4034</td>
<td>1M8PDMPA56P057305</td>
<td>Detroit Diesel</td>
<td>443815</td>
<td>2004 MCI D4500</td>
<td>418,354</td>
</tr>
<tr>
<td>4035</td>
<td>1M8PDMPA76P057306</td>
<td>Detroit Diesel</td>
<td>429440</td>
<td>2004 MCI D4500</td>
<td>418,354</td>
</tr>
<tr>
<td>4036</td>
<td>1M8PDMPA96P057307</td>
<td>Detroit Diesel</td>
<td>421768</td>
<td>2004 MCI D4500</td>
<td>418,354</td>
</tr>
<tr>
<td>4037</td>
<td>1M8PDMPA06P057308</td>
<td>Detroit Diesel</td>
<td>429943</td>
<td>2004 MCI D4500</td>
<td>418,354</td>
</tr>
<tr>
<td>4038</td>
<td>1M8PDMPA26P057309</td>
<td>Detroit Diesel</td>
<td>418989</td>
<td>2004 MCI D4500</td>
<td>418,354</td>
</tr>
<tr>
<td>5000</td>
<td>1M8PDMDA27P057901</td>
<td>Caterpillar</td>
<td>316396</td>
<td>2004 MCI D4500</td>
<td>420,431</td>
</tr>
<tr>
<td>5001</td>
<td>1M8PDMDA47P057902</td>
<td>Caterpillar</td>
<td>312472</td>
<td>2004 MCI D4500</td>
<td>420,431</td>
</tr>
<tr>
<td>5002</td>
<td>1M8PDMDA67P057903</td>
<td>Caterpillar</td>
<td>305753</td>
<td>2004 MCI D4500</td>
<td>420,431</td>
</tr>
<tr>
<td>5003</td>
<td>1M8PDMDA87P057904</td>
<td>Caterpillar</td>
<td>266752</td>
<td>2004 MCI D4500</td>
<td>420,431</td>
</tr>
<tr>
<td>5004</td>
<td>1M8PDMDAX7P057905</td>
<td>Caterpillar</td>
<td>297158</td>
<td>2004 MCI D4500</td>
<td>420,431</td>
</tr>
<tr>
<td>5005</td>
<td>1M8PDMDA17P057906</td>
<td>Caterpillar</td>
<td>316198</td>
<td>2004 MCI D4500</td>
<td>420,431</td>
</tr>
<tr>
<td>5006</td>
<td>1M8PDMDA37P057907</td>
<td>Caterpillar</td>
<td>271796</td>
<td>2004 MCI D4500</td>
<td>420,431</td>
</tr>
<tr>
<td>5007</td>
<td>1M8PDMDA57P057908</td>
<td>Caterpillar</td>
<td>285829</td>
<td>2004 MCI D4500</td>
<td>420,431</td>
</tr>
<tr>
<td>5009</td>
<td>1M8PDMDA77P057912</td>
<td>Caterpillar</td>
<td>306442</td>
<td>2004 MCI D4500</td>
<td>420,431</td>
</tr>
<tr>
<td>5010</td>
<td>1M8PDMDA97P057913</td>
<td>Caterpillar</td>
<td>317211</td>
<td>2004 MCI D4500</td>
<td>420,431</td>
</tr>
<tr>
<td>5001</td>
<td>1M8PDMDA07P057914</td>
<td>Caterpillar</td>
<td>317917</td>
<td>2004 MCI D4500</td>
<td>420,431</td>
</tr>
<tr>
<td>5012</td>
<td>1M8PDMDA27P057915</td>
<td>Caterpillar</td>
<td>280849</td>
<td>2004 MCI D4500</td>
<td>420,431</td>
</tr>
<tr>
<td>5015</td>
<td>1M8PDMDA47P057916</td>
<td>Caterpillar</td>
<td>291128</td>
<td>2004 MCI D4500</td>
<td>420,431</td>
</tr>
<tr>
<td>5016</td>
<td>1M8PDMDA67P057917</td>
<td>Caterpillar</td>
<td>309361</td>
<td>2004 MCI D4500</td>
<td>420,431</td>
</tr>
<tr>
<td>5017</td>
<td>1M8PDMEA99P058867</td>
<td>ISM</td>
<td>225934</td>
<td>2004 MCI D4500</td>
<td>456,628</td>
</tr>
<tr>
<td>5018</td>
<td>1M8PDMEA09P058868</td>
<td>ISM</td>
<td>293952</td>
<td>2004 MCI D4500</td>
<td>456,628</td>
</tr>
<tr>
<td>5019</td>
<td>1M8PDMEA29P058869</td>
<td>ISM</td>
<td>264128</td>
<td>2004 MCI D4500</td>
<td>456,628</td>
</tr>
<tr>
<td>5020</td>
<td>1M8PDMEA99P058870</td>
<td>ISM</td>
<td>230665</td>
<td>2004 MCI D4500</td>
<td>456,628</td>
</tr>
<tr>
<td>5021</td>
<td>1M8PDMEA09P058871</td>
<td>ISM</td>
<td>240420</td>
<td>2004 MCI D4500</td>
<td>456,628</td>
</tr>
<tr>
<td>5022</td>
<td>1M8PDMEA29P058872</td>
<td>ISM</td>
<td>289310</td>
<td>2004 MCI D4500</td>
<td>456,628</td>
</tr>
<tr>
<td>5023</td>
<td>1M8PDMEA49P058873</td>
<td>ISM</td>
<td>228372</td>
<td>2004 MCI D4500</td>
<td>456,628</td>
</tr>
<tr>
<td>5024</td>
<td>1M8PDMEA89P058875</td>
<td>ISM</td>
<td>213363</td>
<td>2004 MCI D4500</td>
<td>456,628</td>
</tr>
<tr>
<td>5025</td>
<td>1M8PDMEA99P058876</td>
<td>ISM</td>
<td>252999</td>
<td>2004 MCI D4500</td>
<td>456,628</td>
</tr>
<tr>
<td>5026</td>
<td>1M8PDMEA19P058877</td>
<td>ISM</td>
<td>229799</td>
<td>2004 MCI D4500</td>
<td>456,628</td>
</tr>
<tr>
<td>5027</td>
<td>1M8PDMEA39P058878</td>
<td>ISM</td>
<td>253460</td>
<td>2004 MCI D4500</td>
<td>456,628</td>
</tr>
<tr>
<td>5028</td>
<td>1M8PDMEA19P058880</td>
<td>ISM</td>
<td>206020</td>
<td>2004 MCI D4500</td>
<td>456,628</td>
</tr>
<tr>
<td>5029</td>
<td>1M8PDMEA99P058896</td>
<td>ISM</td>
<td>241336</td>
<td>2004 MCI D4500</td>
<td>456,628</td>
</tr>
<tr>
<td>5030</td>
<td>1M8PDMEA09P058997</td>
<td>ISM</td>
<td>251344</td>
<td>2004 MCI D4500</td>
<td>456,628</td>
</tr>
<tr>
<td>5031</td>
<td>1M8PDMEA29P058998</td>
<td>ISM</td>
<td>255215</td>
<td>2004 MCI D4500</td>
<td>456,628</td>
</tr>
</tbody>
</table>
GRTA Solicitation No. 15-039: RFP for Transit Operation and Maintenance Services  

GRTA Non Revenue Vehicles  
Mileage as of May 2015

<table>
<thead>
<tr>
<th>Year</th>
<th>Make</th>
<th>In Service Date</th>
<th>Purchase Price</th>
<th>Miles</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>Ford Edge</td>
<td>10/1/14</td>
<td>$28,174</td>
<td>3,744</td>
</tr>
<tr>
<td>2014</td>
<td>Ford Edge</td>
<td>10/1/14</td>
<td>$28,174</td>
<td>9,476</td>
</tr>
<tr>
<td>2014</td>
<td>Ford Edge</td>
<td>10/1/14</td>
<td>$28,174</td>
<td>8,631</td>
</tr>
<tr>
<td>2014</td>
<td>Ford Edge</td>
<td>10/1/14</td>
<td>$28,174</td>
<td>11,042</td>
</tr>
<tr>
<td>2014</td>
<td>Ford F-150</td>
<td>11/13/14</td>
<td>$17,322</td>
<td>4172</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Year</th>
<th>Make</th>
<th>In Service Date</th>
<th>Purchase Price</th>
<th>Miles</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year</td>
<td>Make</td>
<td>Model</td>
<td>Mileage</td>
<td>Cost</td>
</tr>
<tr>
<td>------</td>
<td>---------------</td>
<td>-------------</td>
<td>---------</td>
<td>----------</td>
</tr>
<tr>
<td>2014</td>
<td>Ford F-450</td>
<td>N/A</td>
<td></td>
<td>$94,152</td>
</tr>
<tr>
<td>2014</td>
<td>Ford F-450</td>
<td>N/A</td>
<td></td>
<td>$94,152</td>
</tr>
<tr>
<td>2015</td>
<td>Chevrolet Van</td>
<td>3/25/15</td>
<td></td>
<td>$24,801</td>
</tr>
</tbody>
</table>
## Revenue Vehicles – County Owned

<table>
<thead>
<tr>
<th>Vehicle #</th>
<th>Make</th>
<th>Vehicle In Service Date</th>
<th>Purchase Price</th>
<th>Life Miles as of 4/27/15</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Buses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>7001</td>
<td>2007 MCI D4500</td>
<td>05/13/2008</td>
<td>$462,673</td>
</tr>
<tr>
<td>2</td>
<td>7002</td>
<td>2007 MCI D4500</td>
<td>05/13/2008</td>
<td>$462,673</td>
</tr>
<tr>
<td>3</td>
<td>7003</td>
<td>2007 MCI D4500</td>
<td>05/13/2008</td>
<td>$462,673</td>
</tr>
<tr>
<td>4</td>
<td>7004</td>
<td>2007 MCI D4500</td>
<td>05/13/2008</td>
<td>$462,673</td>
</tr>
<tr>
<td>5</td>
<td>7005</td>
<td>2007 MCI D4500</td>
<td>05/13/2008</td>
<td>$462,673</td>
</tr>
<tr>
<td>6</td>
<td>7006</td>
<td>2007 MCI D4500</td>
<td>05/13/2008</td>
<td>$462,673</td>
</tr>
<tr>
<td>7</td>
<td>7007</td>
<td>2007 MCI D4500</td>
<td>05/13/2008</td>
<td>$462,673</td>
</tr>
<tr>
<td>8</td>
<td>7008</td>
<td>2007 MCI D4500</td>
<td>05/13/2008</td>
<td>$462,673</td>
</tr>
<tr>
<td>9</td>
<td>7009</td>
<td>2007 MCI D4500</td>
<td>05/13/2008</td>
<td>$462,673</td>
</tr>
<tr>
<td>10</td>
<td>9001</td>
<td>2009 MCI D4500</td>
<td>10/05/2009</td>
<td>$461,977.50</td>
</tr>
<tr>
<td>11</td>
<td>9002</td>
<td>2009 MCI D4500</td>
<td>10/05/2009</td>
<td>$461,977.50</td>
</tr>
<tr>
<td>12</td>
<td>9003</td>
<td>2009 MCI D4500</td>
<td>10/05/2009</td>
<td>$461,977.50</td>
</tr>
<tr>
<td>13</td>
<td>9004</td>
<td>2009 MCI D4500</td>
<td>10/05/2009</td>
<td>$461,977.50</td>
</tr>
<tr>
<td>14</td>
<td>9005</td>
<td>2009 MCI D4500</td>
<td>10/05/2009</td>
<td>$461,977.50</td>
</tr>
<tr>
<td>15</td>
<td>9006</td>
<td>2009 MCI D4500</td>
<td>10/05/2009</td>
<td>$461,977.50</td>
</tr>
<tr>
<td>16</td>
<td>9007</td>
<td>2009 MCI D4500</td>
<td>10/05/2009</td>
<td>$461,977.50</td>
</tr>
<tr>
<td>17</td>
<td>9008</td>
<td>2009 MCI D4500</td>
<td>10/05/2009</td>
<td>$461,977.50</td>
</tr>
<tr>
<td>18</td>
<td>9009</td>
<td>2009 MCI D4500</td>
<td>10/05/2009</td>
<td>$461,977.50</td>
</tr>
<tr>
<td>19</td>
<td>9010</td>
<td>2009 MCI D4500</td>
<td>10/05/2009</td>
<td>$461,977.50</td>
</tr>
<tr>
<td>20</td>
<td>9011</td>
<td>2009 MCI D4500</td>
<td>10/05/2009</td>
<td>$461,977.50</td>
</tr>
<tr>
<td>21</td>
<td>9012</td>
<td>2009 MCI D4500</td>
<td>10/05/2009</td>
<td>$461,977.50</td>
</tr>
<tr>
<td>22</td>
<td>9013</td>
<td>2009 MCI D4500</td>
<td>10/05/2009</td>
<td>$461,977.50</td>
</tr>
<tr>
<td>23</td>
<td>9014</td>
<td>2009 MCI D4500</td>
<td>10/05/2009</td>
<td>$461,977.50</td>
</tr>
<tr>
<td>24</td>
<td>9015</td>
<td>2009 MCI D4500</td>
<td>10/05/2009</td>
<td>$461,977.50</td>
</tr>
<tr>
<td>25</td>
<td>9016</td>
<td>2009 MCI D4500</td>
<td>10/05/2009</td>
<td>$461,977.50</td>
</tr>
<tr>
<td>26</td>
<td>9017</td>
<td>2009 MCI D4500</td>
<td>10/05/2009</td>
<td>$461,977.50</td>
</tr>
<tr>
<td>27</td>
<td>9018</td>
<td>2009 MCI D4500</td>
<td>10/05/2009</td>
<td>$461,977.50</td>
</tr>
<tr>
<td>28</td>
<td>9019</td>
<td>2009 MCI D4500</td>
<td>10/05/2009</td>
<td>$461,977.50</td>
</tr>
<tr>
<td>29</td>
<td>9020</td>
<td>2009 MCI D4500</td>
<td>10/05/2009</td>
<td>$461,977.50</td>
</tr>
<tr>
<td>30</td>
<td>9021</td>
<td>2009 MCI D4500</td>
<td>10/05/2009</td>
<td>$461,977.50</td>
</tr>
<tr>
<td>31</td>
<td>9022</td>
<td>2009 MCI D4500</td>
<td>10/05/2009</td>
<td>$461,977.50</td>
</tr>
<tr>
<td>32</td>
<td>9023</td>
<td>2009 MCI D4500</td>
<td>10/05/2009</td>
<td>$461,977.50</td>
</tr>
<tr>
<td>33</td>
<td>9024</td>
<td>2009 MCI D4500</td>
<td>10/05/2009</td>
<td>$461,977.50</td>
</tr>
<tr>
<td>34</td>
<td>9025</td>
<td>2009 MCI D4500</td>
<td>10/05/2009</td>
<td>$461,977.50</td>
</tr>
<tr>
<td>35</td>
<td>9026</td>
<td>2009 MCI D4500</td>
<td>10/05/2009</td>
<td>$461,977.50</td>
</tr>
<tr>
<td>36</td>
<td>9027</td>
<td>2009 MCI D4500</td>
<td>10/05/2009</td>
<td>$461,977.50</td>
</tr>
<tr>
<td>37</td>
<td>9028</td>
<td>2009 MCI D4500</td>
<td>10/05/2009</td>
<td>$461,977.50</td>
</tr>
</tbody>
</table>
### Revenue Vehicles – County Owned

<table>
<thead>
<tr>
<th>Vehicle #</th>
<th>Make</th>
<th>Vehicle In Service Date</th>
<th>Purchase Price</th>
<th>Life Miles as of 4/27/15</th>
</tr>
</thead>
<tbody>
<tr>
<td>38</td>
<td>9029</td>
<td>2009 MCI D4500</td>
<td>10/05/2009</td>
<td>$461,977.50</td>
</tr>
<tr>
<td>39</td>
<td>9030</td>
<td>2009 MCI D4500</td>
<td>10/05/2009</td>
<td>$461,977.50</td>
</tr>
<tr>
<td>40</td>
<td>9031</td>
<td>2009 MCI D4500</td>
<td>10/05/2009</td>
<td>$461,977.50</td>
</tr>
<tr>
<td>41</td>
<td>9032</td>
<td>2009 MCI D4500</td>
<td>10/05/2009</td>
<td>$461,977.50</td>
</tr>
<tr>
<td>42</td>
<td>9033</td>
<td>2009 MCI D4500</td>
<td>10/05/2009</td>
<td>$461,977.50</td>
</tr>
<tr>
<td>43</td>
<td>9035</td>
<td>2009 MCI D4500</td>
<td>10/05/2009</td>
<td>$461,977.50</td>
</tr>
<tr>
<td>44</td>
<td>025</td>
<td>2002 OrionVIICNG 40'</td>
<td>11/04/2002</td>
<td>$302,213.09</td>
</tr>
<tr>
<td>45</td>
<td>026</td>
<td>2002 OrionVIICNG 40'</td>
<td>11/04/2002</td>
<td>$302,213.09</td>
</tr>
<tr>
<td>46</td>
<td>027</td>
<td>2002 OrionVIICNG 40'</td>
<td>11/04/2002</td>
<td>$302,213.09</td>
</tr>
<tr>
<td>47</td>
<td>028</td>
<td>2002 OrionVIICNG 40'</td>
<td>11/04/2002</td>
<td>$302,213.09</td>
</tr>
<tr>
<td>48</td>
<td>029</td>
<td>2002 OrionVIICNG 40'</td>
<td>11/04/2002</td>
<td>$302,213.09</td>
</tr>
<tr>
<td>49</td>
<td>030</td>
<td>2002 OrionVIICNG 40'</td>
<td>11/04/2002</td>
<td>$302,213.09</td>
</tr>
<tr>
<td>50</td>
<td>031</td>
<td>2002 OrionVIICNG 40'</td>
<td>11/04/2002</td>
<td>$302,213.09</td>
</tr>
<tr>
<td>51</td>
<td>032</td>
<td>2002 OrionVIICNG 40'</td>
<td>02/03/2003</td>
<td>$302,213.09</td>
</tr>
<tr>
<td>52</td>
<td>033</td>
<td>2002 OrionVIICNG 40'</td>
<td>02/03/2003</td>
<td>$302,213.09</td>
</tr>
<tr>
<td>53</td>
<td>034</td>
<td>2002 OrionVIICNG 40'</td>
<td>02/03/2003</td>
<td>$302,213.09</td>
</tr>
<tr>
<td>54</td>
<td>A001</td>
<td>2002 OrionVIICNG 40'</td>
<td>02/03/2003</td>
<td>$302,213.09</td>
</tr>
<tr>
<td>55</td>
<td>A002</td>
<td>2002 OrionVIICNG 40'</td>
<td>11/04/2002</td>
<td>$302,213.09</td>
</tr>
<tr>
<td>56</td>
<td>A003</td>
<td>2002 OrionVIICNG 40'</td>
<td>11/04/2002</td>
<td>$302,213.09</td>
</tr>
<tr>
<td>57</td>
<td>A004</td>
<td>2002 OrionVIICNG 40'</td>
<td>11/04/2002</td>
<td>$302,213.09</td>
</tr>
<tr>
<td>58</td>
<td>A005</td>
<td>2002 OrionVIICNG 40'</td>
<td>11/04/2002</td>
<td>$302,213.09</td>
</tr>
<tr>
<td>59</td>
<td>A006</td>
<td>2002 OrionVIICNG 40'</td>
<td>11/04/2002</td>
<td>$302,213.09</td>
</tr>
<tr>
<td>60</td>
<td>A007</td>
<td>2002 OrionVIICNG 40'</td>
<td>11/04/2002</td>
<td>$302,213.09</td>
</tr>
<tr>
<td>61</td>
<td>A008</td>
<td>2002 OrionVIICNG 40'</td>
<td>11/04/2002</td>
<td>$302,213.09</td>
</tr>
<tr>
<td>62</td>
<td>B003</td>
<td>2002 OrionVIICNG 30'</td>
<td>02/03/2003</td>
<td>$288,944.09</td>
</tr>
<tr>
<td>63</td>
<td>B006</td>
<td>2002 OrionVIICNG 30'</td>
<td>03/03/2003</td>
<td>$288,944.09</td>
</tr>
<tr>
<td>64</td>
<td>B008</td>
<td>2002 OrionVIICNG 30'</td>
<td>03/17/2003</td>
<td>$288,944.09</td>
</tr>
<tr>
<td>65</td>
<td>B010</td>
<td>2002 OrionVIICNG 30'</td>
<td>03/03/2003</td>
<td>$288,944.09</td>
</tr>
<tr>
<td>66</td>
<td>B011</td>
<td>2002 OrionVIICNG 30'</td>
<td>02/03/2003</td>
<td>$288,944.09</td>
</tr>
<tr>
<td>67</td>
<td>B012</td>
<td>2002 OrionVIICNG 30'</td>
<td>03/17/2003</td>
<td>$288,944.09</td>
</tr>
<tr>
<td>68</td>
<td>B014</td>
<td>2002 OrionVIICNG 30'</td>
<td>03/17/2003</td>
<td>$288,944.09</td>
</tr>
<tr>
<td>69</td>
<td>B016</td>
<td>2002 OrionVIICNG 30'</td>
<td>03/31/2003</td>
<td>$288,944.09</td>
</tr>
<tr>
<td>70</td>
<td>B017</td>
<td>2002 OrionVIICNG 30'</td>
<td>03/31/2003</td>
<td>$288,944.09</td>
</tr>
<tr>
<td>71</td>
<td>B018</td>
<td>2002 OrionVIICNG 30'</td>
<td>03/31/2003</td>
<td>$288,944.09</td>
</tr>
<tr>
<td>Vehicle #</td>
<td>Make</td>
<td>Vehicle Acquire Date</td>
<td>Purchase Price</td>
<td>Life Miles</td>
</tr>
<tr>
<td>----------</td>
<td>------------</td>
<td>----------------------</td>
<td>----------------</td>
<td>------------</td>
</tr>
<tr>
<td>7001</td>
<td>2007 MCI D4500</td>
<td>04/08/2008</td>
<td>$462,673</td>
<td>92,454</td>
</tr>
<tr>
<td>7002</td>
<td>2007 MCI D4500</td>
<td>04/08/2008</td>
<td>$462,673</td>
<td>87,254</td>
</tr>
<tr>
<td>7003</td>
<td>2007 MCI D4500</td>
<td>04/08/2008</td>
<td>$462,673</td>
<td>88,858</td>
</tr>
<tr>
<td>7004</td>
<td>2007 MCI D4500</td>
<td>04/08/2008</td>
<td>$462,673</td>
<td>88,028</td>
</tr>
<tr>
<td>7005</td>
<td>2007 MCI D4500</td>
<td>04/08/2008</td>
<td>$462,673</td>
<td>90,802</td>
</tr>
<tr>
<td>7006</td>
<td>2007 MCI D4500</td>
<td>04/08/2008</td>
<td>$462,673</td>
<td>90,062</td>
</tr>
<tr>
<td>7007</td>
<td>2007 MCI D4500</td>
<td>04/08/2008</td>
<td>$462,673</td>
<td>87,881</td>
</tr>
<tr>
<td>7008</td>
<td>2007 MCI D4500</td>
<td>04/08/2008</td>
<td>$462,673</td>
<td>89,300</td>
</tr>
<tr>
<td>7009</td>
<td>2007 MCI D4500</td>
<td>04/08/2008</td>
<td>$462,673</td>
<td>91,813</td>
</tr>
<tr>
<td>9001</td>
<td>2009 MCI D4500</td>
<td>07/27/2009</td>
<td>$461,977</td>
<td>12,085</td>
</tr>
<tr>
<td>9002</td>
<td>2009 MCI D4500</td>
<td>07/27/2009</td>
<td>$461,977</td>
<td>11,048</td>
</tr>
<tr>
<td>9003</td>
<td>2009 MCI D4500</td>
<td>07/27/2009</td>
<td>$461,977</td>
<td>11,342</td>
</tr>
<tr>
<td>9004</td>
<td>2009 MCI D4500</td>
<td>07/27/2009</td>
<td>$461,977</td>
<td>11,219</td>
</tr>
<tr>
<td>9005</td>
<td>2009 MCI D4500</td>
<td>07/27/2009</td>
<td>$461,977</td>
<td>10,279</td>
</tr>
<tr>
<td>9006</td>
<td>2009 MCI D4500</td>
<td>07/27/2009</td>
<td>$461,977</td>
<td>11,198</td>
</tr>
<tr>
<td>9007</td>
<td>2009 MCI D4500</td>
<td>07/27/2009</td>
<td>$461,977</td>
<td>11,742</td>
</tr>
<tr>
<td>9008</td>
<td>2009 MCI D4500</td>
<td>07/27/2009</td>
<td>$461,977</td>
<td>11,076</td>
</tr>
<tr>
<td>9009</td>
<td>2009 MCI D4500</td>
<td>07/27/2009</td>
<td>$461,977</td>
<td>4,927</td>
</tr>
<tr>
<td>9010</td>
<td>2009 MCI D4500</td>
<td>07/27/2009</td>
<td>$461,977</td>
<td>10,792</td>
</tr>
<tr>
<td>9011</td>
<td>2009 MCI D4500</td>
<td>07/27/2009</td>
<td>$461,977</td>
<td>11,277</td>
</tr>
<tr>
<td>9012</td>
<td>2009 MCI D4500</td>
<td>07/27/2009</td>
<td>$461,977</td>
<td>8,410</td>
</tr>
<tr>
<td>9013</td>
<td>2009 MCI D4500</td>
<td>07/27/2009</td>
<td>$461,977</td>
<td>10,908</td>
</tr>
<tr>
<td>9014</td>
<td>2009 MCI D4500</td>
<td>07/27/2009</td>
<td>$461,977</td>
<td>10,945</td>
</tr>
<tr>
<td>9015</td>
<td>2009 MCI D4500</td>
<td>07/27/2009</td>
<td>$461,977</td>
<td>8,544</td>
</tr>
<tr>
<td>9016</td>
<td>2009 MCI D4500</td>
<td>07/27/2009</td>
<td>$461,977</td>
<td>9,954</td>
</tr>
<tr>
<td>9017</td>
<td>2009 MCI D4500</td>
<td>07/27/2009</td>
<td>$461,977</td>
<td>9,827</td>
</tr>
<tr>
<td>9018</td>
<td>2009 MCI D4500</td>
<td>07/27/2009</td>
<td>$461,977</td>
<td>7,774</td>
</tr>
<tr>
<td>9019</td>
<td>2009 MCI D4500</td>
<td>07/27/2009</td>
<td>$461,977</td>
<td>10,625</td>
</tr>
<tr>
<td>9020</td>
<td>2009 MCI D4500</td>
<td>07/27/2009</td>
<td>$461,977</td>
<td>11,539</td>
</tr>
<tr>
<td>9021</td>
<td>2009 MCI D4500</td>
<td>07/27/2009</td>
<td>$461,977</td>
<td>11,965</td>
</tr>
<tr>
<td>9022</td>
<td>2009 MCI D4500</td>
<td>07/27/2009</td>
<td>$461,977</td>
<td>9,833</td>
</tr>
<tr>
<td>9023</td>
<td>2009 MCI D4500</td>
<td>07/27/2009</td>
<td>$461,977</td>
<td>10,165</td>
</tr>
<tr>
<td>9024</td>
<td>2009 MCI D4500</td>
<td>07/27/2009</td>
<td>$461,977</td>
<td>6,085</td>
</tr>
<tr>
<td>9025</td>
<td>2009 MCI D4500</td>
<td>07/27/2009</td>
<td>$461,977</td>
<td>9,082</td>
</tr>
<tr>
<td>9026</td>
<td>2009 MCI D4500</td>
<td>07/27/2009</td>
<td>$461,977</td>
<td>11,076</td>
</tr>
<tr>
<td>9027</td>
<td>2009 MCI D4500</td>
<td>07/27/2009</td>
<td>$461,977</td>
<td>10,355</td>
</tr>
<tr>
<td>9028</td>
<td>2009 MCI D4500</td>
<td>07/27/2009</td>
<td>$461,977</td>
<td>10,064</td>
</tr>
<tr>
<td>Vehicle #</td>
<td>Make</td>
<td>Vehicle Acquire Date</td>
<td>Purchase Price</td>
<td>Life Miles</td>
</tr>
<tr>
<td>-----------</td>
<td>-----------------------</td>
<td>----------------------</td>
<td>----------------</td>
<td>------------</td>
</tr>
<tr>
<td>38</td>
<td>9029 2009 MCI D4500</td>
<td>07/27/2009</td>
<td>$461,977.5</td>
<td>11,110</td>
</tr>
<tr>
<td>39</td>
<td>9030 2009 MCI D4500</td>
<td>07/27/2009</td>
<td>$461,977.5</td>
<td>10,662</td>
</tr>
<tr>
<td>40</td>
<td>9031 2009 MCI D4500</td>
<td>07/27/2009</td>
<td>$461,977.5</td>
<td>11,456</td>
</tr>
<tr>
<td>41</td>
<td>9032 2009 MCI D4500</td>
<td>07/27/2009</td>
<td>$461,977.5</td>
<td>11,437</td>
</tr>
<tr>
<td>42</td>
<td>9033 2009 MCI D4500</td>
<td>07/27/2009</td>
<td>$461,977.5</td>
<td>11,389</td>
</tr>
<tr>
<td>43</td>
<td>9034 2009 MCI D4500</td>
<td>07/27/2009</td>
<td>$461,977.5</td>
<td>9,252</td>
</tr>
<tr>
<td>44</td>
<td>9035 2009 MCI D4500</td>
<td>07/27/2009</td>
<td>$461,977.5</td>
<td>9,224</td>
</tr>
<tr>
<td>45</td>
<td>025 2002 OrionVIICNG 40’</td>
<td>09/11/2002</td>
<td>$302,213.0</td>
<td>3,880</td>
</tr>
<tr>
<td>46</td>
<td>026 2002 OrionVIICNG 40’</td>
<td>09/11/2002</td>
<td>$302,213.0</td>
<td>337,611</td>
</tr>
<tr>
<td>47</td>
<td>027 2002 OrionVIICNG 40’</td>
<td>09/11/2002</td>
<td>$302,213.0</td>
<td>42,833</td>
</tr>
<tr>
<td>48</td>
<td>028 2002 OrionVIICNG 40’</td>
<td>09/11/2002</td>
<td>$302,213.0</td>
<td>184,972</td>
</tr>
<tr>
<td>49</td>
<td>029 2002 OrionVIICNG 40’</td>
<td>09/11/2002</td>
<td>$302,213.0</td>
<td>257,527</td>
</tr>
<tr>
<td>50</td>
<td>030 2002 OrionVIICNG 40’</td>
<td>09/11/2002</td>
<td>$302,213.0</td>
<td>26,143</td>
</tr>
<tr>
<td>51</td>
<td>031 2002 OrionVIICNG 40’</td>
<td>09/11/2002</td>
<td>$302,213.0</td>
<td>339,521</td>
</tr>
<tr>
<td>52</td>
<td>032 2002 OrionVIICNG 40’</td>
<td>09/11/2002</td>
<td>$302,213.0</td>
<td>329,577</td>
</tr>
<tr>
<td>53</td>
<td>033 2002 OrionVIICNG 40’</td>
<td>09/11/2002</td>
<td>$302,213.0</td>
<td>43,374</td>
</tr>
<tr>
<td>54</td>
<td>034 2002 OrionVIICNG 40’</td>
<td>09/11/2002</td>
<td>$302,213.0</td>
<td>195,101</td>
</tr>
<tr>
<td>55</td>
<td>A001 2002 OrionVIICNG 40’</td>
<td>09/11/2002</td>
<td>$302,213.0</td>
<td>18,553</td>
</tr>
<tr>
<td>56</td>
<td>A002 2002 OrionVIICNG 40’</td>
<td>09/11/2002</td>
<td>$302,213.0</td>
<td>35,345</td>
</tr>
<tr>
<td>57</td>
<td>A003 2002 OrionVIICNG 40’</td>
<td>09/11/2002</td>
<td>$302,213.0</td>
<td>241,303</td>
</tr>
<tr>
<td>58</td>
<td>A004 2002 OrionVIICNG 40’</td>
<td>09/11/2002</td>
<td>$302,213.0</td>
<td>29,984</td>
</tr>
<tr>
<td>59</td>
<td>A005 2002 OrionVIICNG 40’</td>
<td>09/11/2002</td>
<td>$302,213.0</td>
<td>12,516</td>
</tr>
<tr>
<td>60</td>
<td>A006 2002 OrionVIICNG 40’</td>
<td>09/11/2002</td>
<td>$302,213.0</td>
<td>395,710</td>
</tr>
<tr>
<td>61</td>
<td>A007 2002 OrionVIICNG 40’</td>
<td>09/11/2002</td>
<td>$302,213.0</td>
<td>85,708</td>
</tr>
<tr>
<td>62</td>
<td>A008 2002 OrionVIICNG 40’</td>
<td>09/11/2002</td>
<td>$302,213.0</td>
<td>154,281</td>
</tr>
<tr>
<td>63</td>
<td>B003 2002 OrionVIICNG 30’</td>
<td>09/11/2002</td>
<td>$288,944.0</td>
<td>11,372</td>
</tr>
<tr>
<td>64</td>
<td>B006 2002 OrionVIICNG 30’</td>
<td>09/11/2002</td>
<td>$288,944.0</td>
<td>279,038</td>
</tr>
<tr>
<td>65</td>
<td>B007 2002 OrionVIICNG 30’</td>
<td>09/11/2002</td>
<td>$288,944.0</td>
<td>296,431</td>
</tr>
<tr>
<td>66</td>
<td>B008 2002 OrionVIICNG 30’</td>
<td>09/11/2002</td>
<td>$288,944.0</td>
<td>4,292</td>
</tr>
<tr>
<td>67</td>
<td>B010 2002 OrionVIICNG 30’</td>
<td>09/11/2002</td>
<td>$288,944.0</td>
<td>20,416</td>
</tr>
<tr>
<td>68</td>
<td>B011 2002 OrionVIICNG 30’</td>
<td>09/11/2002</td>
<td>$288,944.0</td>
<td>99,246</td>
</tr>
<tr>
<td>69</td>
<td>B014 2002 OrionVIICNG 30’</td>
<td>09/11/2002</td>
<td>$288,944.0</td>
<td>319,091</td>
</tr>
<tr>
<td>70</td>
<td>B016 2002 OrionVIICNG 30’</td>
<td>09/11/2002</td>
<td>$288,944.0</td>
<td>164,840</td>
</tr>
<tr>
<td>71</td>
<td>B017 2002 OrionVIICNG 30’</td>
<td>09/11/2002</td>
<td>$288,944.0</td>
<td>49,933</td>
</tr>
<tr>
<td>72</td>
<td>B018 2002 OrionVIICNG 30’</td>
<td>09/11/2002</td>
<td>$288,944.0</td>
<td>43,050</td>
</tr>
<tr>
<td>Vehicle #</td>
<td>Make</td>
<td>Vehicle Acquire Date</td>
<td>Purchase Price</td>
<td>Life Miles</td>
</tr>
<tr>
<td>-----------</td>
<td>-----------------</td>
<td>----------------------</td>
<td>----------------</td>
<td>------------</td>
</tr>
<tr>
<td>Paratransit Vehicles</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>73 P0901</td>
<td>2009 GOSH GC II</td>
<td>06/03/2009</td>
<td>$80,731</td>
<td>21,095</td>
</tr>
<tr>
<td>74 P0902</td>
<td>2009 GOSH GC II</td>
<td>06/03/2009</td>
<td>$80,731</td>
<td>18,723</td>
</tr>
<tr>
<td>75 P0903</td>
<td>2009 GOSH GC II</td>
<td>06/03/2009</td>
<td>$80,731</td>
<td>19,379</td>
</tr>
<tr>
<td>76 P0904</td>
<td>2009 GOSH GC II</td>
<td>06/03/2009</td>
<td>$80,731</td>
<td>20,892</td>
</tr>
<tr>
<td>77 P0905</td>
<td>2009 GOSH GC II</td>
<td>06/03/2009</td>
<td>$80,731</td>
<td>22,607</td>
</tr>
<tr>
<td>78 PO906</td>
<td>2009 GOSH GC II</td>
<td>Pending</td>
<td>$80,731</td>
<td>0</td>
</tr>
<tr>
<td>79 PO907</td>
<td>2009 GOSH GC II</td>
<td>Pending</td>
<td>$80,731</td>
<td>0</td>
</tr>
<tr>
<td>80 CS1001</td>
<td>10 CHEV IMPALA LS</td>
<td>10/15/2009</td>
<td>$17,689</td>
<td>0</td>
</tr>
<tr>
<td>81 CS1002</td>
<td>10 CHEV IMPALA LS</td>
<td>10/15/2009</td>
<td>$17,689</td>
<td>0</td>
</tr>
<tr>
<td>82 CS1003</td>
<td>10 CHEV IMPALA LS</td>
<td>10/15/2009</td>
<td>$17,689</td>
<td>0</td>
</tr>
</tbody>
</table>
### GRTA Shop Equipment

<table>
<thead>
<tr>
<th>Equipment</th>
</tr>
</thead>
<tbody>
<tr>
<td>OTC Transmission Jack</td>
</tr>
<tr>
<td>Hyundai Forklift</td>
</tr>
<tr>
<td>Long Ram Jack Engine Lift</td>
</tr>
<tr>
<td>Bench Press</td>
</tr>
<tr>
<td>Ingersoll Rand Compressor</td>
</tr>
<tr>
<td>Mobile Column Lifts</td>
</tr>
<tr>
<td>Van Steenburgh Refrigerant Reclalm System</td>
</tr>
<tr>
<td>Port-A-Cool Fans</td>
</tr>
<tr>
<td>Millermatic Welder</td>
</tr>
<tr>
<td>Hydraulic Shop Bench Press</td>
</tr>
<tr>
<td>Dayton Drill Press</td>
</tr>
<tr>
<td>Walkie Stacker</td>
</tr>
<tr>
<td>Powerlink Battery Load Tester</td>
</tr>
</tbody>
</table>

### GCT Shop Equipment

<table>
<thead>
<tr>
<th>Equipment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Champion Air Compressor</td>
</tr>
<tr>
<td>Chicago Pneumatic Impact Wrench</td>
</tr>
<tr>
<td>Milwaukee 14” Cutoff Tool</td>
</tr>
<tr>
<td>Coats 6401 Computer Wheel Balancer</td>
</tr>
<tr>
<td>Baldor Grinder</td>
</tr>
<tr>
<td>Champion Air Dryer</td>
</tr>
<tr>
<td>Graco Series 500 Hose Reel</td>
</tr>
<tr>
<td>Graco Husky Ait-Operated Diaphragm Pumps</td>
</tr>
<tr>
<td>Graco 5:1 Ratio Fire-Ball Pump</td>
</tr>
<tr>
<td>Graco Elevators and Pump Supports</td>
</tr>
<tr>
<td>Graco Topper Units</td>
</tr>
<tr>
<td>Robinair Recovery/Recycling/Recharging Unit</td>
</tr>
<tr>
<td>Blue Point 22 ton Capacity Axle Jack</td>
</tr>
<tr>
<td>Power Team Hydraulic Pump</td>
</tr>
<tr>
<td>Stertil Knoi Mobile Column Lifts</td>
</tr>
<tr>
<td>Hotsy Pressure Washer</td>
</tr>
<tr>
<td>John Deere Gator 4X2</td>
</tr>
<tr>
<td>Coats Truck Tire Changer</td>
</tr>
</tbody>
</table>
PART X
COST PROPOSAL FORMS

Cost Proposal Sheet. This document shall represent the Proposer’s price proposal to GRTA and the County for the Services. This document should not be included in the bound hard copies of the proposal. Six copies of this document shall be submitted in an envelope completely separate from the rest of the required proposal document. This envelope shall be clearly marked with the Proposer’s company information and labeled as “GRTA Solicitation No. 15-039-Section X- Cost Proposal Sheet.” The envelope shall be addressed to Leanna Jordan Pierre and indicate that it shall be opened by the addressee only.

Proposer shall provide five (5) bound copies of its complete cost proposal and one (1) loose copy of its complete cost proposal. All hard copies of Proposer’s complete cost proposal MUST be submitted in a separate, sealed envelope and labeled as noted above.

In addition, Proposer shall provide a Compact Disc (CD), which contains the Proposer’s complete cost proposal in Excel format. Proposer shall not include any additional information on the CD. The CD shall only contain the Proposer’s complete cost proposal. Inclusion of any additional information may result in rejection of the proposal. Proposer shall label the CD with the following information:

- Company Name
- “GRTA Solicitation No. 15-039”
- “Section X-Cost Proposal”
Transit Operations & Maintenance RFP 17-0202

Table of Contents

12.1: Background & General Information

12.2: Services to be Provided

12.3: Fleet Inventory

12.4: Service Description
   12.4.1: Hours of Operation
   12.4.2: Fixed Route Service
   Figure 1. LakeXpress Fixed Route
   12.4.3: Paratransit Service
   Figure 2. LakeXpress & Lake County Connection Historical Miles & Hours
   12.4.4: RouteMatch Scheduling and On-Board Vehicle Technology:
   12.4.5: Customer Service

12.5: Service Transition and Operations
   12.5.1: Phase I – Transition and Implementation Plan
   12.5.2: Phase II – Revenue Service Operation and Implementation
   12.5.3: Definitions
   12.5.4: Performance Requirements
   12.5.5: Detailed Service Description
   12.5.6: Emergency Procedures or Declaration

12.6: Personnel
   12.6.1: Background Screenings
   12.6.2: Work Program – Management & Administrative/Operations Staff
   12.6.3: Work Program – Bus Operators (Fixed Route & Paratransit)
   Figure 3. Sample Employee Roster
   12.6.4: Dress Code & Conduct
   12.6.5: Staff and Bus Operator Wage, Benefit and Incentives
   12.6.6: Staff and Bus Operator Recruitment
   12.6.7: Employment and Labor Relations Requirements

12.7: Data Gathering and Reporting Requirements
   12.7.1: Records Retention & Operating Reports
   Figure 4. Operating Reports
   12.7.2: Federal Transit Administration Reporting Requirements
   12.7.3: Transit Asset Management Plans (TAM)
   12.7.4: Meetings

12.8: Maintenance, Equipment and Facility Requirements
   12.8.1: Maintenance Plan Goals & Objectives
12.8.2: Maintenance Transition, Implementation and Start-Up Requirements
12.8.3: Safety
12.8.4: Security
12.8.5: Unauthorized Access
12.8.6: Maintenance Plan
12.8.7: Maintenance Staff Training Program
12.8.8: Provision of Facilities
12.8.9: Fuel
12.8.10: Provision of Revenue and Non-Revenue Service Vehicles
12.8.11: Maintenance Service, Support Vehicles & Equipment
12.8.12: Provision of Equipment
12.8.13: Transit Vehicle Information Technology
12.8.14: Fleet Management System
12.8.15: Inventory Management System
12.8.16: Transit Revenue and Non-Revenue Vehicle Preventative Maintenance Plan
12.8.17: Warranty Work, Parts & Equipment
12.8.18: National Pollutant Discharge Elimination System Permit (NPDES)
12.8.19: HVAC
12.8.20: Body Repairs
12.8.21: Vehicle Equipment & Parts Inventories
12.8.22: Miscellaneous
12.8.23: Maintenance Support for Emergencies
12.8.24: Vehicle Towing & Hiking
12.8.25: Work Quality Warranty
12.8.26: Vehicle Cleaning
12.8.27: Maintenance Performance Standards

12.9: Other Reference Documents, Guidance and Information For Vendors on Basic Requirements
ATTACHMENT 12: SCOPE OF SERVICES

SECTION 12.1: BACKGROUND & GENERAL INFORMATION

Lake County, Florida is a suburban County located in central Florida, spanning 371 square miles, just Northwest of the Orlando Metropolitan area and Orange County. Lake County (hereinafter referred to as the County) is included in the Orlando-Kissimmee-Sanford, Florida Metropolitan Statistical Area (MSA) and is in the Lake-Sumter Metropolitan Planning Organization (MPO) service area for metropolitan transportation planning. With a population of approximately 300,000 residents, Lake County is an example of a growing suburban County with a transit system that connects residents, visitors and employees, alike to natural parks and forests, jobs and recreational activities in the 14 municipalities of Lake County which are home to over 1,400 lakes. The operating environment of Lake County public transit services include urban, suburban, exurban and rural areas throughout the County. Prospective transit providers will be operating on all types of roadways in these four settings.

Lake County is served by a legislative Board of County Commissioners representing five districts in Lake County. The daily operations of the County are overseen by a County Manager and County Attorney. The County seat of Lake County is the City of Tavares, Florida. There are 10 incorporated Cities in Lake County including: Clermont, Eustis, Fruitland Park, Groveland, Leesburg, Mascotte, Minneola, Mount Dora, Tavares and Umatilla. Lake County also includes the towns of Astatula, Howey-in-the-Hills, Lady Lake, and Montverde. The two County departments/divisions that the Vendor will have the most interactions with under this Request for Proposals (RFP) are Procurement Services and the Community Services Department, under which the Transit Division operates.

The County’s transit Vendor will be working in a multi-modal, multi-service transit environment. Prospective transit Vendor’s work forces will interact, coordinate and provide service in support
of partnership services between the Central Florida Regional Transit System (Lynx) and other services in Sumter County. The work requirement for this Contract has been endorsed by the Lake County Board of Commissioners (hereinafter referred to as the LCBCC), the County Manager and County Attorney. Funds for this Contract have been appropriated, and state and federal funding assistance has been made available for implementing the services described in this contract.

SECTION 12.2: SERVICES TO BE PROVIDED

The LCBCC seeks proposals from qualified firms for the management of operations, service planning assistance; and vehicle maintenance for seven fixed routes, LakeXpress, and the ADA Complementary Services, Lake County Connection and their respective Schedule of Operations, as generally and specifically provided for in this RFP (Refer to Figures 1 & 2). The level of service for fixed-route operations to be used for response to this RFP will be up to 34,000 revenue service hours and up to 350,000 revenue service miles annually (not including non-revenue vehicle service hours). The level of service for the paratransit services, hereinafter referred to as Lake County Connection, is up to 90,000 trips under the federal Americans with Disabilities Act of 1990 (ADA) complementary paratransit and Florida Committee for the Transportation Disadvantaged (CTD) Transportation Disadvantaged (TD); non-emergency Medicaid and Stretcher transportation (Refer to Figure 2). Such services shall be operated in compliance with all relevant requirements directed by the Federal Transit Administration (FTA), Florida Department of Transportation (FDOT), Federal Motor Carriers Safety Administration (FMCSA), Florida Committee for the Transportation Disadvantaged (CTD) Transportation Disadvantaged (TD); non-emergency Medical (NEMT) and Stretcher transportation trips, and Lake County itself and/or any associated funding partners or local jurisdictions.

Lake County will be responsible for primary service planning, contract monitoring and establishing marketing and fare policies under the ensuing Contract. The firm selected, hereinafter referred to as the “Vendor”, will be responsible for all aspects of the day-to-day management and operation of the County’s LakeXpress and Lake County Connection services contracted or sub-contracted for under this RFP, including, but not limited to: employment of all transit operations staff and management; revenue collection; billing for paratransit and TD trips, utility/service,
information technology and telecommunications (i.e. radios, automatic vehicle locator (AVL) systems, network systems, etc.), administrative/management and customer service personnel. The Vendor will be responsible for day-to-day, vehicle preventive maintenance and repair and maintenance of all revenue and non-revenue transit vehicles that support LakeXpress and Lake County Connection operations. The Vendor may be asked to support Lake County with transit service marketing and transit information management.

The County will provide the capital assets for LakeXpress and Lake County Connection to include transit revenue and non-revenue vehicles and some capital equipment, on an as needed basis, to support the operations. The County is only interested in firms that are prepared to provide quality bus service planning assistance, operations, management; maintenance and repair and are capable of making LakeXpress and Lake County Connection one of the premier transit systems in the nation.

SECTION 12.3: FLEET INVENTORY

LakeXpress currently utilizes 10 peak buses on 7 fixed routes operating throughout Lake County, Florida; the total fixed route fleet is comprised of 16, 30’-35’ vehicles. Lake County Connection currently operates 52 cutaway buses of varying lengths from 23’-26’ with 43 vehicles operated at maximum service (VOMS). Hours of operation for all fixed routes are Monday through Friday, approximately 6:00 a.m. to 8:00 p.m. Hours of operation of LCC are 5:00a.m. – 8:00p.m. Monday through Friday, with weekend service for dialysis and other life-sustaining trips. Although revenue service hours are 5:00 a.m. to 8:00 p.m., buses will be operating from approximately 3:30 a.m. to 9:30 p.m. Successful Vendors must be capable of providing “Turnkey” service for LakeXpress and Lake County Connection to include daily administration and management of vehicle maintenance and repair, which may be sub-contracted. The County also utilizes six non-revenue service vehicles (one Ford Taurus; five Chevrolet Impalas; and one Jeep Liberty) for street supervisors and management. The County will own all physical assets of LakeXpress and Lake County Connection.
The County owns and operates various makes, models, brands, types, and sizes of transit revenue and non-revenue service vehicles. The Vendor will be responsible for transit vehicle maintenance that may be subcontracted. A detailed list of currently owned brands and vehicle components is included as (Attachment # 1. Fleet Inventory) of this solicitation. The County reserves the right to add or delete vehicles and brands from this contract as needed over the life of the Contract. The County is currently developing a Statement of Work (SOW) for the development of an FTA-required Transit Asset Management (TAM) Plan. The selected vendor will be required to support the County in developing this plan and inventorying the capital assets under the control of the Vendor in support of the County’s transit operations.

SECTION 12.4: SERVICE DESCRIPTION

Section 12.4.1: Hours of Operation
LakeXpress and Lake County Connection revenue service shall be provided during the general operating hours stated below:

Fixed route services operate Monday through Friday, 6:00 AM to 7:45 PM; Paratransit vehicles operate Monday through Friday, 6:00 AM to 7:45 PM. Fixed route vehicles do not run on Saturdays Sundays, and the below holidays. Paratransit service is provided on Saturdays for dialysis service before 6:00P.M.:

New Year’s Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Section 12.4.2: Fixed Route Service
The Vendor shall provide fixed-route service in Lake County on the following routes. The service hours are from 5:00 a.m. to 8:00 p.m., Monday through Friday. Routes 1, 1A, 2, 3, 50E and 50W operate on a one-hour headway schedule. Route 4 operates on a two-hour headway. The fixed route service is provided by a fleet size ranging from thirty feet (30’) to forty feet (40’) consisting of Gillig, Blue Bird, Eldorado and International vehicles. *(Attachment # 1. Fleet Inventory).* Service planning assistance and operations and management of *LakeXpress* will be performed by the Vendor. Service planning, management and oversight of the transit routes to be operated by the Vendor will be administered by the County through the Lake County Public Transit Division:

**FIGURE 1: LakeXpress Fixed Routes (As of September 2016)**

<table>
<thead>
<tr>
<th>Route Number</th>
<th>Type</th>
<th>Headway (Hours)</th>
<th>Origin</th>
<th>Destination</th>
<th>Transfer Points</th>
<th>Activity Centers Served</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Trunk</td>
<td>1</td>
<td>Citizens Boulevard</td>
<td>Eustis</td>
<td>Lake Tech &amp; Citizens Boulevard</td>
<td>Leesburg, Via Port Mall, Lake Sumter College, Tavares County Seat</td>
</tr>
<tr>
<td>1A</td>
<td>Trunk</td>
<td>1</td>
<td>The Villages</td>
<td>Leesburg</td>
<td>Citizens Boulevard</td>
<td>The Villages, Lady Lake, Fruitland Park</td>
</tr>
<tr>
<td>2</td>
<td>Circulator</td>
<td>1</td>
<td>Citizens Boulevard</td>
<td>Wal-Mart, Leesburg</td>
<td>Citizens Boulevard</td>
<td>Leesburg Regional Medical Center, Downtown Leesburg</td>
</tr>
<tr>
<td>3</td>
<td>Circulator</td>
<td>1</td>
<td>Lake Tech</td>
<td>Mt Dora</td>
<td>Lake Tech</td>
<td>Mt Dora County Hall, Florida Hospital Waterman</td>
</tr>
<tr>
<td>4</td>
<td>Trunk</td>
<td>2</td>
<td>Altoona P.O.</td>
<td>Anthony House</td>
<td>Lake Tech &amp; Zellwood (LYNX)</td>
<td>Altoona, Umatilla Health Department, Eustis, Mt. Dora, Zellwood</td>
</tr>
<tr>
<td>50 East Loop</td>
<td>Trunk</td>
<td>1</td>
<td>Winter Garden Shopping Center</td>
<td>Clermont Park &amp; Ride</td>
<td>Winter Garden Shopping Center &amp; Clermont Park &amp; Ride</td>
<td>Winter Garden Regional Shopping Center, Clermont Park &amp; Ride, South Lake Hospital, Wal-Mart, Target, Lake Sumter State College</td>
</tr>
<tr>
<td>50 West Loop</td>
<td>Trunk</td>
<td>1</td>
<td>Mascotte</td>
<td>Clermont Park &amp; Ride</td>
<td>Clermont Park &amp; Ride</td>
<td>Clermont, Groveland, Mascotte</td>
</tr>
</tbody>
</table>
A summary of the routes are as follows:

**Route 1 - Leesburg – Eustis:** This trunk route travels East and West from Citizens Boulevard in Leesburg to Eustis, terminating at Lake Tech. Route 1 meets the Route 2 and Route 1A buses in Leesburg at the Citizens Boulevard transfer location. Traveling East/West, Route 1 serves Leesburg, Tavares and Eustis. Users can transfer between Route 1 to Routes 3 and 4 at Lake Tech in Eustis. All transfers are free.

**Route 1A- The Villages to Leesburg:** This hourly trunk route, initiated in May 2016, travels North and South from Spanish Springs in The Villages to Leesburg to the Citizens Boulevard transfer location. Route 1A meets Routes 2 and 1 buses in Leesburg and serves the Cities of Lady Lake, Fruitland Park and Leesburg.

**Route 2 - The Leesburg Circulator:** This hourly circulator route travels through Leesburg on a loop. Route 2 serves the major activity centers in Leesburg. Its boundaries are north to Wal-Mart on US 27 at the Leesburg/Fruitland Park County limits, South to SR 44, then East to Leesburg Regional Medical Center, then west to CR 468.

**Route 3 - The Mount Dora Circulator:** This hourly circulator route travels through Mount Dora in a loop. Route 3 serves the major activity centers in Mount. Dora. The boundaries are Northeast to Limit Avenue, South to Camp Avenue, West to Donnelly Street (including historic downtown), and East to Wardell Street.

**Route 4 – Umatilla - Zellwood:** The Zellwood Connector provides service every 120 minutes from the Altoona Post Office on SR 19 to the community of Zellwood on US 441. This service links major activity centers between Umatilla, Eustis and Mount Dora to Zellwood and connects to LYNX Route 44 in Orange County. The transfer from LakeXpress to LYNX is free.
**Route 50W – Mascotte – Clermont:** The Route 50 West Route operates hourly and was initiated on December 1, 2015 as Route 50 operating between Mascotte and Winter Garden in Orange County. In May 2016, Route 50 was split into two routes, Route 50 West and Route 50 East. Route 50 West provides service between Mascotte and the Clermont Park and Ride Lot and serves the Cities of Clermont, Groveland and Mascotte.

**Route 50E – Clermont – Winter Garden:** The Route 50 East Route operates hourly and was initiated on December 1, 2015 as Route 50 operating between Mascotte and Winter Garden in Orange County. In May 2016, Route 50 was split into two routes, Route 50 West and Route 50 East. Route 50 East provides service between Clermont Park and Ride Lot and serves the Cities of Clermont and Winter Garden terminating at the Winter Garden Regional Shopping Center in Orange County. This service connects to LYNX Route 105 in Orange County and is a free transfer.

**Deviated Fixed-Route:** The County operates a deviated fixed route service that operates on Fridays and travels from Paisley to Deland, Florida. The service operates between the hours of 8:00 a.m. until 1:30 p.m. every Friday.

**Section 12.4.3: Paratransit Service**

**ADA COMPLEMENTARY PARATRANSIT & TRANSPORTATION DISADVANTAGED (TD) SERVICES**

The Vendor shall provide ADA complementary paratransit, Transportation Disadvantaged, Medicaid Non-Emergency and Non-Emergency Stretcher Transportation services Monday – Friday between the hours of 6:00a.m. -7:45p.m. Transportation Disadvantaged service provides medical appointment trips on Tuesday and Thursday to Orlando with the last return to Lake County from Orlando at 2:00p.m. On Monday, Wednesday and Friday, medical appointment trips are provided to Gainesville with the last return to Lake County form Gainesville at 2:00p.m.

Paratransit and TD service scheduling, eligibility, route planning, billing, management and operations for Lake County Connection shall be performed by the Vendor. Service management
and oversight of the paratransit services to be operated by the Vendor are managed by County the Lake County Transit Division.

Additionally, the Vendor shall also comply with the applicable provisions of the master agreement between the County and the Federal Transit Authority (FTA), as well as comply with all applicable provisions of the following agencies, to include, but not be limited to those identified in all FTA Clauses:

1. Florida Department of Transportation (FDOT).
2. The Commission for Transportation Disadvantaged (CTD).
3. The Agency for Health Care Administration (ACHA).
4. The Agency for Persons with Disabilities (APD).
5. Mid-Florida Community Services.

Any other agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference in their respective agreements with the County, and as they may be amended or promulgated from time to time during the term of this contract.

Vendor’s failure to comply with, in part or whole of the aforementioned and referenced regulations and statutes shall constitute a material breach of this contract. A copy of the master agreement with the FTA will be made available to Vendor upon request.

In the event of a conflict between the statutes, administrative code, local sponsoring agency requirements, policies, procedures, standards, or the master agreement with the FTA, the more stringent requirement shall apply, as determined by the County, in the County’s sole discretion.

**ADA Complementary Paratransit Service.** This service is provided by the County as required by U.S. Department of Transportation (USDOT) regulations implementing the Americans with Disabilities Act of 1990 (ADA). As required by these regulations (49 CFR Parts 27, 37 and 38), individuals with disabilities who are unable to use the fixed route system and who are determined “ADA Paratransit Eligible” by the County are eligible to use this service.
Information about customer eligibility shall be managed and maintained by the Vendor in a master customer file. ADA eligibility determinations will be made by the Vendor and be incorporated into the County’s system of record, RouteMatch, and easily accessed as part of the automated reservations and scheduling process.

Complementary Paratransit service is provided on a “next-day” basis and should operate during all days and hours that the LakeXpress fixed route service is provided. ADA service is provided along the fixed route corridor. A distinction is made between trips with origins and destinations that are within three quarters (3/4) of a mile of a fixed route and those with origins and destinations outside the fixed route area.

All types of trip purposes are served, without prioritization, under the ADA program, and the service must be operated without “capacity constraints” as detailed in the regulations. Vendor is solely responsible for completing each agency’s required forms and addenda to meet program goals and ensure driver eligibility to provide transportation services.

Transportation Disadvantaged (TD) Service. This service is provided using funding made available to the County by the Florida Commission for the Transportation Disadvantaged (CTD) under Chapter 427, Florida Statutes. Certain seniors, persons with disabilities, low-income individuals, and others who meet the definition of “transportation disadvantaged” under Chapter 427, Florida Statutes, are eligible to use this service.

The Vendor will be responsible for making determinations of TD eligibility and maintain this eligibility information as part of a master customer file for all Lake County TD clients, in accordance with state statutes and regulatory requirements Vendor should ensure that TD customer eligibility information is documented and easily accessed as part of the automated reservations and scheduling process, RouteMatch.

Service policies, including trip purposes, types (Medical, non-medical, billing by provider/managed care organization), days and hours of service, service area, fares, and other policies are established through the Transportation Disadvantaged Local Coordinating Board
(TDCB) and detailed in contracts that the County has with the Florida CTD and must be adhered to by the Vendor.

Currently, TD funding is used to provide trips for TD eligible customers who are not ADA Paratransit Eligible and who are traveling outside of the fixed route area (defined as ¾ mile corridors around all fixed routes). Because TD funding is limited, requests are served on a first-come, first-served basis and are prioritized as follows: (1) Medical, (2) Nutritional. At the time of this award, the LCBCC has approved the acceptance of “Other/Life Sustaining” Trips under the TD Program to include employment, visits to family, etc. as TD-eligible trips, until further notice.(Refer to Chapter 427 of the Florida Statutes for more details on these types of trips.) Vendor is solely responsible for completing each agency’s required forms and addenda to meet program goals and ensure driver eligibility to provide transportation services.

**Medicaid Non-Emergency Medical Transportation.** NO LONGER PROVIDED BY LAKE COUNTY.

**Non-Emergency Stretcher Transportation.** Non-emergency stretcher transportation is provided with vehicles specially designed to accommodate and secure customers using stretchers. Currently the County has two (2) vehicles that are used for stretcher transportation. As with the overall Medicaid transportation service, stretcher transportation is provided to eligible ADA and TD beneficiaries.

Stretcher transportation is provided throughout the County area as well as to certain specialized medical destinations outside the county. Stretcher transportation is door-through-door. Information about eligible beneficiaries who are to be transported by stretcher is to be maintained by the Vendor. Vendor is solely responsible for completing each agency’s required forms and addenda to meet program goals and ensure driver eligibility to provide transportation services.

The Lake County contract with the Florida Commission for the Transportation Disadvantaged to provide Non-Emergency Transportation includes the requirement to provide bariatric stretcher services when necessary. The Vendor may directly provide these bariatric services or contract with a provider who specializes in providing bariatric stretcher services.
Local Human Service Agency Transportation. The County also coordinates the provision of transportation with local human service agencies. These agencies have contracts with the County for the provision of specified customer transportation. Typically, the transportation purchased through the County involves ongoing group subscription transportation of customers to and from program sites. The local agencies identify the eligible customers, the desired arrival and pick-up times, and the program sites to be served. The Vendor will be required to work with the local agencies involved in this type of service to arrange and provide the desired transportation. Vendor is solely responsible for completing each agency’s required forms and addenda to meet program goals and ensure driver eligibility to provide transportation services.

Service policies, including trip purposes, types (Medical, non-medical, billing by provider/managed care organization/human services agency), days and hours of service, service area, fares, and other policies as established by the federal and state agencies under contract that the County has with Florida agencies and their sponsoring agencies at the federal level (Department of Housing & Urban Development (HUD), Department of Health (DOH), etc.), must be documented and adhered to by the Vendor.

ADA & Other Billing Program Priorities. Some customers may be eligible for multiple funding programs (i.e. APD and TD, etc.). When this is the case, the following rules apply for reporting and billing trips appropriately:

1. Trips to and from local agency programs as part of contracts between those agencies and the County are always identified as local agency trips regardless of whether the customers have eligibility under other programs.

2. Customers eligible under both ADA and TD, and the trip is within the ADA-defined ¾-mile service area, are identified as ADA trips. Trips outside the ADA service area are recorded as TD trips.

4. In cases where dialysis patients are ADA and TD, such clients should be considered TD FIRST.

5. Trips by individuals who are only TD eligible are recorded as TD trips.
The Vendor will be reimbursed in the following manner:

- By the trip for paratransit trips.
- By the platform hour for stretcher trips.
- By the hour for emergency-related standby and/or other related transportation services.
- By the scheduled platform hour for fixed route. (Revenue hours will be scheduled in advance by the County),
- By the platform hour for the deviated fixed route.

**FIGURE 2.**
LakeXpress & Lake County Connection Historical Miles & Hours

<table>
<thead>
<tr>
<th></th>
<th>Actual Revenue Vehicle Hours</th>
<th>Actual Non-Revenue Vehicle Hours</th>
<th>Actual Revenue Vehicle Miles</th>
<th>Actual Non-Revenue Vehicle Miles</th>
<th>Actual One Way Trips (UPT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>LakeXpress</td>
<td>FY2013</td>
<td>23,210</td>
<td>1,178</td>
<td>406,322</td>
<td>312,591</td>
</tr>
<tr>
<td></td>
<td>FY2014</td>
<td>23,195</td>
<td>1,177</td>
<td>408,106</td>
<td>318,371</td>
</tr>
<tr>
<td></td>
<td>FY2015</td>
<td>23,272</td>
<td>1,182</td>
<td>409,469</td>
<td>307,566</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Actual Revenue Vehicle Hours</th>
<th>Actual Non-Revenue Vehicle Hours</th>
<th>Actual Revenue Vehicle Miles</th>
<th>Actual Non-Revenue Vehicle Miles</th>
<th>Actual Passengers (Includes Escorts and Attendants)</th>
<th>Escorts and Attendants (Non-Reimbursable)</th>
<th>One Way Trips (Reimbursable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lake County Connection</td>
<td>FY2013</td>
<td>85,508</td>
<td>14,351</td>
<td>304,608</td>
<td>153,540</td>
<td>22,021</td>
<td>131,519</td>
</tr>
<tr>
<td></td>
<td>FY2014</td>
<td>85,294</td>
<td>14,456</td>
<td>346,627</td>
<td>142,635</td>
<td>21,452</td>
<td>121,183</td>
</tr>
<tr>
<td></td>
<td>FY2015</td>
<td>73,299</td>
<td>12,582</td>
<td>291,778</td>
<td>130,373</td>
<td>18,682</td>
<td>111,691</td>
</tr>
</tbody>
</table>

Source for 2013 – 2015 data: NTD.
FY 2013 = Oct 2012 – Sept 2013
12.4.4: RouteMatch Scheduling and On-Board Vehicle Technology:

The Vendor shall staff and perform scheduling services on the RouteMatch software provided by the County, including but not limited to paratransit call intake, screening for eligibility, fixed route bus tracking and complaint resolution.

The Vendor will observe and enforce trip-by-trip eligibility and will only schedule trips that meet the criteria for eligibility. Vendor is responsible for accurately determining whether a requested trip meets trip eligibility requirements by ADA and/or TD. Vendor will be responsible for mailing out eligibility applications and approving or denying them for ADA and TD services. Vendor will be responsible for entering certified customer information into the Route Match system and maintaining an up-to-date database of eligible customers. Vendor shall be responsible for documenting same day service issues and adding same day dispatch notes into the Route Match system.

The County currently uses Route Match 6.1.32 for reservations, scheduling, dispatch, and management of the paratransit and fixed route service. The County has purchased licenses for several installations of the software needed in reservations, scheduling, and dispatch, as well as administration. The County has an ongoing service and maintenance contract with Route Match for needed maintenance and support of the system as well as periodic review and refining of the system’s parameter settings. The Vendor will communicate directly with Route Match for support of the system. The Vendor will contact Route Match Customer Care in the event of application trouble with the system or ITS equipment. The Contractor will be responsible for all costs associated with training employees to proficiency on the use of the Route Match system. This shall include initial training, semi-annual refresher training and updated training, as needed, should there be system upgrades.

Proposers shall detail the experience of all key staff with the Route Match software including exporting Ad-Hoc reports into Excel as part of their submittals. Current knowledge of and
experience using the Route Match system and Ad-Hoc Reports will be considered beneficial in the evaluation of proposals.

Software Parameter Settings. Parameters are set in the automated reservations, scheduling and dispatch software to be consistent with the County’s service policies and standards. Changes to the parameter settings in the system must be approved by the County. If changes in parameter settings are desired or needed, the changes shall be communicated by the Vendor to the County along with reasons and supporting documentation. The Vendor will make any approved changes. The Vendor will work with County to fine-tune settings to allow the system to develop schedules that accurately reflect the real-time operational environment (vehicles, routes, etc.). This shall include gathering actual vehicle travel speeds by area and time of day and using this information to fine-tuning speed settings. The Vendor also shall assist with testing of new parameter settings and “what if” scenario testing to fine-tune parameters in the system. All trips shall then be scheduled to allow for compliance with service policies and standards (on-time pick-ups and arrivals, travel times, etc. in accordance with federal ADA Guidelines.) given the parameter settings in the system. If Schedulers, Customer Service Representatives or Dispatchers override the system and manually add trips to runs that result in system violations, unallowable trips, Vendor assumes full responsibility for operational and financial impact if there is no approved notation of trip explanation and County approval of scheduling action.

Section 12.4.5: Customer Service

Public Telephone Number. The Vendor shall maintain a telephone service with an adequate number of lines with a unique telephone number provided by the County for incoming public transit calls. The Vendor is encouraged to maintain the current telephone number for Lake County Connection and LakeXpress to ensure customer continuity of service. The public transit telephone number shall be used for all customer inquiries regarding service information, service delays, lost and found or other issues. Vendor shall provide staff to answer calls at all times service is being provided. At all other times, a recording listing hours of service and directing callers to the
County’s website for information shall be provided. As part of the proposal, Vendor shall describe how all incoming and outbound calls from the public phone number will be monitored and tracked.

The management and operation of the transportation service will require a state-of-the-art voice telephone system and telephone device for the deaf (TDD). These services and equipment shall be procured and maintained by the Vendor.

*Main Service Voice Telephone System.* Adequate telephone numbers shall be used by the Vendor for the main operation of the Lake County Public Transportation Division services. This includes local service numbers for Lake County Connection (352-326-2278), LakeXpress (352-326-8637), and a toll-free number (800-792-7003) to meet the requirements of Medicaid. Another number is used for TDD calls, and a fifth number is a dedicated fax line. As necessary, the County will work with the telephone company and the current Vendor (as needed) to arrange to have these numbers continue to be assigned to County services. The current local service and toll-free numbers shall remain with the County should a change in Vendors be required in the future.

The Vendor shall provide a state-of-the-art Automatic Call Distribution (ACD) telephone system that will place calls made to either the local service or toll-free number into a central queue. The system will be capable of handling multiple call groups and caller options and have the capability of adding recorded messages either at the “front-end” or in each call group. The phone system should have such features as follows:

a) “3” to check on the arrival of vehicles for today;
b) “4” to make reservations for tomorrow or up to 7 days in advance, to cancel trips more than one day out, to make changes to future trips;
c) “5” for comments or suggestions;
d) “6” for questions about eligibility; and
e) “7” for cancellations less than 24 hours
f) “8” to contact the County.
The system shall allow callers to press “0” and be transferred to the main reservations call group or to remain on the line without making a selection and be transferred to the main reservations call group. The system shall be capable of having callers who make certain selections to be transferred directly to phones at the County. The system shall be capable of having calls redirected between call groups for times when the dispatch or customer service areas are staffed but reservations are not staffed.

The Vendor shall provide telephone headsets for all Reservationists and dispatch staff to facilitate the efficient and comfortable accomplishment of their duties and to allow them to operate the Route Match system while handling calls. Extra headsets shall also be available so that should the equipment malfunction; there will always be an adequate spare supply.

The telephone system shall be set up to allow a reservations supervisor or management staff person to monitor call activity. This person shall be able to see the number of active and busy workstations, the number of callers in each call group queue and the longest hold times in each call group in real time. LED display boards, linked to the phone system, shall be placed in the reservations and dispatch areas. These LED displays shall show real-time information about the number of callers in the queue and the longest hold time in the two main call groups (reservations and dispatch).

The system shall be capable of preparing daily telephone performance reports. These reports shall show call activity and call handling performance by hour of the day for each call group (including the total number calls received, the number answered, the number abandoned, the average hold time, the maximum hold time, and the average talk time). These reports shall be generated daily and reviewed by the Vendor’s managers to ensure that call performance standards are met. The system shall be capable of capturing and reporting information not only about primary hold times, but secondary hold times (e.g., calls first taken in reservations but then transferred to dispatch or another call group).

The telecommunication system shall have recorded playbacks which the County shall have access to at all times to monitor customer service. All main service (non-administrative) lines shall be
recorded. The recording system shall capture and store conversations in a digital format. The recording system shall allow stored calls to be easily selected and reviewed for quality assurance purposes by times or days, by call group, and by client number. The Vendor will be responsible for retaining all recordings for a period of six months.

The system shall be capable of allowing the use of Interactive Voice Response (IVR) to allow for callers to use an automated system to request trips, cancel trips and/or access trip information within the Route Match and RouteShout.

In accordance with ADA requirements, it is the County’s goal to have average telephone hold times of no more than three (3) minutes for any given hourly period of the day. This three (3) minute standard is to be achieved for ninety-five percent (95%) of the hourly time periods that a phone line in question is in operation, measured monthly. For example, if there are thirty (30) operating days in the month and the reservations call group/line is open nine (9) hours each day, there are 270 hourly periods that month for the reservations line/call group. Average hold times should be three (3) minutes or less for ninety-five (95%) of these hourly periods (or 257 of these time periods). There should be no pattern of long hold times for certain hours of the day, even if less than five percent (5%) of the hourly time periods have hold times in excess of three (3) minutes. For example, there should not be a pattern of average hold times exceeding two (2) minutes for the dispatch or customer service call group(s) during peak operating hours each day.

Vendor shall staff telephone lines dedicated to service requests. Vendor shall add Customer Service personnel or require re-training, if County determines that an unacceptable pattern or practice is established of service request callers being placed on “hold,” because insufficient personnel is available to answer telephones or handle Customer Service duties.

Automatic answering devices or Interactive Voice Recognition (IVR) systems may be substituted for normal reservation taking; however, Vendor must implement a means for passengers to speak directly with a qualified Vendor representative to coordinate pick-up/drop-off or other service related information.
SECTION 12.5: SERVICE TRANSITION AND OPERATIONS

Section 12.5.1: PHASE I – Transition and Implementation Plan

Phase I shall involve all Vendor work necessary to transition/assume operations of existing County LakeXpress and Lake County Connection services. Work associated with Phase I tasks do not accrue revenue service hour payments. Typical Phase I tasks shall include, but shall not be limited to:

The incumbent Vendor must cooperatively participate in the transition of this service to a new Vendor when applicable. No less than forty-five (45) days prior to a new Vendor starting, participation is necessary in:

1. Meetings
2. Transfer of records
3. Access to property
4. Access to vehicles
5. Access to databases and systems

The above noted process shall be granted during normal hours of operation with a reasonable amount of notice to be coordinated with Lake County and the incumbent vendor. A transition period is defined as the 30 to 45-day period of time prior to the existing contract termination or expiration date (March 30, 2017). Incumbent vendor shall participate in the smooth transition of service to a new provider in such a manner as to ensure the transition results in minimum service disruption.

During the transition phase, the County will conduct several meetings with the incumbent Vendor and new Vendor to discuss specific operations, records, and vehicle transition events and the time frame in which they must occur. As requested by the County, the incumbent vendor must make pertinent records accessible to both the County and new Vendor within two (2) business days of the County’s request.
County-owned vehicles will be subject to a transition inspection and acceptance. The new Vendor must develop and submit to the County, a Transition Management Plan (TMP) which will include, at a minimum, a detailed schedule of start-up activities, including a timeline for the implementation of all Phase II activities. The plan must be approved by the County prior to Phase II initiation and acceptance. (Tab. U. Transition Management Plan)

**Section 12.5.2: PHASE II – Revenue Service Operation and Implementation**

Phase II tasks shall involve all Contract activities necessary and reasonable for the Vendor to operate the contracted LakeXpress and Lake County Connection services beginning April 1, 2017 and the following two years (2018 - 2019) of the Contract, and any approved extensions. Phase II activities include, but are not limited to:

1. Day-to-day management and operation of LakeXpress and Lake County Connection transit system.
2. Implementation of safety, security and customer service programs;
3. Performance of all other activities necessary to provide a safe, reliable customer service oriented public transit system that is both efficient and effective.
4. Ensuring the maintenance of all transit revenue and non-revenue vehicles and equipment in accordance with established OEM specifications and standards approved by the County; a written maintenance plan and preventive maintenance plan shall be submitted as part of the proposal (Tab J. Maintenance Plan and Preventive Maintenance Plan).
5. Full staff to include, but not be limited to: General Manger, Operations Manager, Safety Officer, Road Supervisors for each type of service, Bus Operators, Dispatchers, Schedulers, Customer Service Representatives, Billing staff, Administrative support staff, Human Resources as well as all Maintenance Staff (Tab. G. Personnel. Maintenance & Operations Positions).
6. Making periodic revisions to route blocking and operator run cuts and providing required documentation of hours, miles, vehicle requirements by route, day of the week, and annualized by day of the week in support of all state and federal ridership reporting requirements (NTD, TAM, etc.)
7. Monitoring of and reporting on system performance for billing, customer service, vehicle cleanliness and vehicle performance to support system efficiencies.

8. Identifying, reporting and supporting the County to address problem areas and suggesting potential improvements to the system to include service schedules, routing, transit service planning and transit facilities to include bus stop/shelter/bench and maintenance facilities.

9. Identifying inconsistent running time and/or excessive and sustained overcrowding, and recommending to the County specific schedule or running time adjustments to correct such problems. Recommending ways to improve service efficiency such as run-cutting, alternative routing, new service, service reduction, etc. based on ridership, roadway conditions, and other environmental and operational factors, as needed.

10. Completion of all federal and state oversight and reporting requirements to include applicable state and federal requirements for Contract procurements, operations, vehicle maintenance, on-time-performance, safety, operator and staff and management training consistent with the most recent transportation reauthorization (FAST-ACT, MAP-21, SAFETEA-LU) and state statutes and regulations (FDOT and the Commission for the Transportation Disadvantaged (CTD)).

Section 12.5.3.: Definitions

**FIXED ROUTE DEFINITIONS**

As used in this Part or subsequent Parts, the following terms have the meanings defined herein:

*Daily Operating Requirements.* The personnel and other resources needed to meet the requirements of scheduled fixed-route requirements of the Contract.

*Early.* When a bus departs the first scheduled stop, or arrives at the last scheduled stop, two (2) minutes or more before the time posted in the public timetables.

*Late.* When a bus departs the first scheduled stop, or arrives at the last scheduled stop, five (5) minutes or more after the time posted in the public timetables.
Missed. When a scheduled bus trip is not made or a replacement trip is not substituted before the next scheduled trip occurs.

On-time. When a bus meets the arrival times of the first and last trips posted in the public timetables, or within seven (7) minutes of such posted time.

Penalties: When used in this solicitation, the term "Penalties" is defined to mean the amount of money which the County may retain and/or otherwise receive from the Vendor as a result of failure by the Vendor to meet specified LakeXpress and LCC performance standards or conditions of service provided for throughout the Contract. The parties agree that the actual amount of damage incurred by the County upon failure by the Vendor to meet the specified performance standards or conditions of service is difficult to determine with accuracy, and that the amounts or charges delineated herein and below reasonably estimate the amount of damages to the County upon breach by the Vendor.

Penalties General: Unless specified otherwise, all Penalties will be deducted from monies owed the Vendor on a monthly basis. The County shall not double count correction citations used in the assessment of maintenance Penalties. Additionally, as provided for throughout this Contract, the parties agree that Penalties shall include the right of the County to charge the Vendor directly (through deductions to payments owed the Vendor) for County staff time lost and the replacement value of equipment and facilities that are lost, stolen, or damaged due to the Vendor’s staffs’ actions, inactions, or negligence. Also included in this right, shall be the County’s ability to charge the Vendor Penalties equal to the value of all farebox revenues not collected, miscounted, lost, stolen, or deemed to be the same through variance or other audit analysis. Finally, as provided for throughout this Contract, the County reserves the right to perform certain work and/or functions when the Vendor fails to properly do so, and charge the Vendor for the costs of performing the work in addition to an administrative fee. All such charges shall be deducted from monies owed the Vendor and treated as Penalties.

Revenue Hours or Revenue Service. The time from the first timed stop to the last timed stop per bus schedule when in revenue service. This does not include deadhead hours or dwell time.
Revenue Miles. The distance from the first timed stop to the last timed stop per bus schedule when in revenue service. This calculation is not done on a gate-to-gate basis.

Vehicle Hours. The time during which the vehicle is running.

Vehicle Miles. The distance the vehicle has traveled according to its odometer.

PARATRANSIT DEFINITIONS

ADA. The federal guidelines as stated in the Americans with Disabilities Act of 1990 as amended.

Adequate, Appropriate, Proper, Sufficient. These terms or variations thereof as used throughout this RFP mean performing work or duties in accordance with the standards and requirements generally accepted as standards in the transit industry. Those same words converted to a negative would mean performing work or duties or failing to do so in a manner that is not generally acceptable in the transit industry.

Daily Operating Requirements. The personnel and other resources needed to meet the requirements of paratransit requirements of the Contract.

Door-to-Door. Assistance for the User by the vehicle operator from inside the door of the User’s origin to inside the door of the User’s destination.

Early. Refers to a trip that arrives at the pick-up location prior to the beginning of the Time Window.

Eligible User or User. A person who has been certified by the County using criteria as defined in Attachment I-2.

Late. A trip that arrives at the pick-up location after the end of the Time Window.
**Missed.** A trip that does not arrive at the location or arrives at the location more than 30 minutes after the end of the Time Window.

**Modes.** All paratransit services including ADA vehicles, stretcher and wheelchair accessible vans.

**No-Show.** When a vehicle is On-time for a pick-up but the User decides not to board the vehicle or is not present at the address listed on the manifest, and has not canceled the ride within the timeframe specified in the ADA and TD Rider’s Guide (Attachment # RIDERS GUIDE).

**Personal Care Attendant or PCA.** An assistant to a User who has indicated such a need in the User’s application and who rides without charge when accompanying the User.

**On-time.** A trip where the vehicle arrives at the pick-up location within the Time Window.

**Original Equipment Manufacturer or OEM.** A part that was made by a company that is a subVendor to the vehicle manufacturer.

**Revenue Vehicle Hours.** Billable time under the Contract; starts when a vehicle arrives at the first User pick-up and ends with the last User drop-off.

**Service Area.** An area including the County and the adjacent Counties for paratransit service trip destinations.

**Service Disruption.** Any event that causes a delay of 30 minutes or greater in the movement of a Revenue Vehicle scheduled to be in service, e.g. breakdown, accident, or any other incident causing delay in service such that the Revenue Vehicle is unfit or unavailable for passenger service.

**Time Window.** The period of the allowable deviation from the scheduled passenger pick-up time, defined in minutes. The scheduled passenger pick-up time is the time appearing on a Manifest indicated to the passenger for pick up. The allowable deviation is from ten minutes prior to ten
minutes after the scheduled passenger pick-up time stated on the Manifest (e.g. for an 8:00 a.m. pick-up, the vehicle is On-Time if it arrives for the scheduled pick-up between 7:50 a.m. and 8:10 a.m.). The Time Window is also referred to as the 10-10 minute window.

**Section 12.5.4: Performance Requirements**

*Performance Standards.* Vendor shall be evaluated as to whether Vendor meets the Daily Operating Requirements based on On-time performance. Vendor shall maintain at least 95% On-time performance in the provision of scheduled services. In order to determine whether the 95% On-time standard is being met, each trip will be judged as Early, On-time, or Late. The exception to these requirements will be documented traffic delays or other matters beyond the ability of bus operator to correct.

All performance standards and penalties will be strictly enforced. All performance specifications must be strictly adhered to in order to provide the highest level of quality service possible. The County reserves the right to monitor the Vendor in its performance of the Contract to ensure adherence to all performance standards. Performance indicators are metrics developed by the County using historical data and trend analysis of similar size and scale transit operations to measure the Vendor’s performance. Performance standards listed below are for the duration of the Contract and may be changed at the County’s discretion. Lake County may, without prior notice, ride in Vendor-operated vehicles and visit Vendor facilities to monitor transit service operations and maintenance to ensure compliance with this Scope of Work and the Contract. The County also reserves the right to review and modify these performance standards and metrics as deemed necessary to facilitate continuous service improvement.

To receive maximum compensation, the Vendor shall meet or exceed the following standards on a monthly basis. For the following performance standards, if the Vendor fails to meet the contracted standards, penalties will be deducted from the Vendor’s total monthly invoice amount.

Penalties may also be imposed by the County on the Vendor based on each observed violation committed by Vendor personnel and subVendors. The Vendor agrees that a violation of any of
the performance standards in this Contract will cause the County to incur damages that are impractical or impossible to determine. The Vendor agrees that these penalties are a reasonable approximation of the County’s actual damages.

All penalty assessments as identified by the County shall be measured on a monthly basis and applied to the next monthly invoice.

On-Time-Performance: On-time performance is calculated using arrival times at captured designated time points within the Schedule of Operations. A bus is considered on time if it arrives at a time point either before, at, or up to two (2) minutes early, and not more than five (5) minutes past the scheduled time. A bus is considered late if it arrives at a time point six (6) or more minutes past the scheduled time. Performance will be measured on a monthly basis using time point and a series of trip sampling data for all fixed routes operated. This data will be collected utilizing the RouteMatch, RouteShout, on-board cameras and other field observations. The on-time performance standard is ninety-three percent (93%) or above. Embedded in the performance standard are allowances for GPS and AVL anomalies, service delays, incident/accidents, vehicle breakdowns and schedule adjustments. The County will consider adjustments to on-time performance for any of the above-mentioned occurrences.

Additionally, for any underperforming route, as defined by any local and/or circulator route that achieves less than ninety percent (90%) on-time performance for two consecutive months, the Vendor shall provide the County an analysis and resolution plan in writing to bring the underperforming routes into compliance. The Vendor shall provide the County the analysis and resolution plan by twenty-one (21) calendar days following the end of the second month of the identified underperforming route(s). The analysis shall include, but not be limited to: an on-time performance report by time point (as obtained from the RouteMatch and/or RouteShout, or observations) by route and by assigned bus operators; any route anomalies (e.g. detours, construction, etc.); resource availability (bus operators and vehicles); and passenger load issues that may be contributing to the underperformance of the route(s). The County and the Vendor will meet to review the analysis report and resolution plan, as necessary. If the review identifies route underperformance due to circumstances under the Vendor’s control or non-compliance to Contract
requirements, the Vendor has thirty (30) calendar days from the review date, unless otherwise approved by the County, to bring the route(s) into compliance. The County will assess penalties for failure to achieve the performance standard as follows:

**Performance Standard:** The on-time performance standard is ninety-three percent (93%) or above.

**Methodology:** A bus is considered on time if it arrives at a time point either before, at, or up to two (2) minutes early, and not more than five (5) minutes past the scheduled time. A bus is considered late if it arrives at a time point six (6) or more minutes past the scheduled time. Performance will be measured on a monthly basis using time point and a series of trip sampling data for all fixed routes operated. This data will be collected utilizing the RouteMatch, RouteShout, on-board cameras and other field observations. *(Refer to TCRP Report 100, Transit Capacity and Quality of Service Manual, Chapter 3. 2003)*

**Penalty:** On-time Performance 92.99%-90% = $3,000.00; 89.99%-87% = $5,000.00; 86.99% and below = $7,000.

**Performance Standard:** The Vendor shall provide the County the analysis and resolution plan twenty-one (21) calendar days following the end of the second month of the identified underperforming route(s) that is below ninety percent (90%) on-time. The Vendor has thirty (30) calendar days from the review date, unless otherwise approved by the County, to bring the route(s) into compliance.

**Methodology:** A route that has performed below ninety percent (90%) for two consecutive months shall have a resolution plan within twenty-one (21) days following the second month of the identified underperformance.

**Penalty:** Failure to provide a resolution plan to address on-time performance beyond 30 days from the County’s review date, will result in a penalty of $2,000.00

*Missed Revenue Miles.* Revenue miles is defined as scheduled miles operated with a vehicle in service and available to the general public with the expectation of carrying passengers. This also includes miles operated due to detours (planned or unplanned). Revenue miles exclude deadhead mileage, vehicle maintenance or bus operator testing and scheduled miles not operated due to
unforseen accidents/incidents (preventable or non-preventable) and vehicle break downs. For purposes of reporting revenue service (miles, hours and trips,) the National Transit Database definitions shall be followed. The Vendor shall implement policies and procedures to monit service delays, and if necessary, replace or insert a bus to fill in for a portion of a trip to ensure the timely completion of that trip. Buses involved in accidents or mechanical breakdowns must be immediately replaced. Under any of the circumstances described above, the Vendor shall take appropriate action to minimize the disruption of service. Missed revenue miles will be reported on a monthly basis as documented by RouteMatch and RouteShout systems of record and measured by being divided by the total scheduled revenue miles for the month. The performance standard for missed revenue miles is 0.40% or less. The County will assess penalties for failure to achieve the performance standard as follows:

**Performance Standard:** The performance standard for missed revenue miles is 0.40% or less.

**Methodology:** Missed revenue miles will be reported on a monthly basis as documented by RouteMatch and RouteShout systems of record and measured by actual versus scheduled trips for the month for paratransit and fixed routes operated at maximum service.

**Penalty:** % of Missed Revenue Miles: 0.41%-0.50% = $3,000.00; 0.51%-0.70% = $5,000.00; 0.71% and above = $7,000.

**Customer Contact.** A Vendor influenced customer contact is any customer contact received and logged into Lake County Connection and LakeXpress database in which the Vendor or its employee is alleged to have failed to perform the required service appropriately (including complaints of late bus, regardless of reason for lateness, operator rudeness, scheduling issues, etc.). Embedded in the schedule is an allowance for potentially invalid complaints. The County will consider the results of investigations into complaints and their validity.

**Performance Standard:** The performance standard is one (1) or less valid customer contacts/complaints per 4,000 boardings for LakeXpress and one (1) or less contacts/complaints per 1,000 trips for Lake County Connection.

**Methodology:** Customer contacts will be measured by the number of monthly complaints for each mode, LakeXpress and Lake County Connection.
**Penalty:** Customer Complaints: 1 or more per 4,000 LakeXpress/1,000 Lake County Connection = $500 per complaint over 1 for each mode.

*Reporting Requirements; Review.* The Vendor shall document every occurrence of an Early, Late, or Missed trip. Beginning 90 days after the effective date of the Contract, penalties as set forth herein shall be imposed. On-time performance shall be measured by use of Automated Vehicle Location (“AVL”) and Geographic Positioning System (“GPS”) systems and random sampling. Vendor shall provide as part of its RFP the sampling method to be used for measuring on-time performance. (Tab V. Sampling Methodology for On-Time Performance.) Vendor shall report Early and Late trips to the County in written monthly performance reports. Vendor shall work with the County to establish the format of such reports. Vendor shall report Missed Trips, Early and Late Trips to the County in writing on a daily basis. Any disruption or suspension of service in excess of one hour shall be reported by the Vendor to the County immediately upon learning of such disruption. Liquidated damages may be imposed as set forth in the RFP, herein. The County shall have the right to review the Vendor’s dispatch records and shall have unrestricted access to any AVL records to verify and determine compliance with the Vendor’s responsibilities under this Contract. Vendor’s personnel shall assist the County to insure requested records are available on location in the County and are provided promptly upon request. All required reports are outlined herein, this is a short summary.

**Performance Standard:** All requests for records, data and files shall be provided within the timeframes outlined in the reporting section of the Attachment 12. All Daily, Monthly, Quarterly and Annual Reports shall be remitted in electronic and hard copy as required and outlined in Attachment 12.

**Methodology:** Daily Reports received after 9:00am are considered late; Monthly Reports received after the 10th day of the month are considered late; Quarterly reports received after the 10th day following the quarter are considered late; Annual Reports received after the 10th day following the annual period are considered late; Invoices received after the 10th day of the month are considered late.
**Penalty:** Late Daily Reports = $100.00 per report; Late Monthly Reports = $250.00 per report; Late Quarterly Reports = $500.00 per late report; Late Annual Reports = $1,000 per report. Late: Invoices = $500.00 per late invoice.

**Operations.** The Vendor shall operate the service in accordance with the posted routes, maps, and timetables and schedule of operations contained in this RFP. The Vendor will be responsible for identifying in advance and bring to the County’s attention an impacts to scheduled operations caused by external factors (traffic, special events, construction, etc.). The Vendor shall make every effort to maintain service, without compromising safety during major weather events or under other inclement conditions. The Vendor shall be expected to participate in and support any and all emergency situations as declared by the County, including any and all Emergency drills and meetings that may be conducted during the term of this Contract. All such Vehicle Hours shall be reimbursed based on the rate in the Vendor’s proposal.

**Performance Standard:** Vendor shall provide the County with a schedule of operations and plan for detours, alternative routeing, etc. as a result of all public events, parades, construction, road closures, etc. known and reasonably available to the Vendor no later than 48 hours of potential event of service impact.

**Methodology:** Review of FDOT, County and local municipality calendars and schedule of events to identify the need for alternative routing for LakeXpress and Lake County Connection buses. Additional alerts that should be reviewed by the Vendor include 511 and other traffic alert software applications.

**Penalty:** Failure of Vendor to provide alternative routing and operations plan within forty-eight (48) hours of event will be assessed $250.00; Failure of Vendor to notify County of unforeseen event within thirty (30) minutes of becoming aware of the event will result in an assessment of $50.00.

**Performance Standard:** Vendor shall provide the County with advanced written notification of proposed changes to all Key Personnel positions.
Methodology: Review of Monthly Reports of Vendor Staffing, Operations and Maintenance Reports and random observations and site visits shall indicate deficiencies and/or changes in Key Personnel and other staffing.

Penalty: Changes in Key Personnel without the County’s notification and approval will be assessed $5,000.00 and $100 per day until the Key Personnel is replaced to the County’s satisfaction.

Legal Compliance; Drug Free Workplace. Vendor shall comply with all applicable requirements, rules, and regulations of the Occupational Safety and Health Administration (OSHA), and all other federal, state and local safety laws, regulations, permits, codes, and other ordinances. Vendor shall provide a drug free workplace in accordance with the requirements of the drug-free workplace act. Vendor shall comply with the FTA requirements of 49 C.F.R., Pts. 40 and 655. See www.gpoaccess.gov/cfr. (Tab. W. Drug & Alcohol Procedures & Policy.) If the Vendor is proposing sub-Vendors as part of its proposal, a copy of each sub-Vendors Drug and Alcohol procedures are to be included as part of the proposal. Vendor shall perform post-accident drug and alcohol tests in accordance with 49 C.F.R., Pt. 655 and report the results to the County, with the official accident report, within 24 hours of the accident.

Performance Standard: Vendor shall provide the County with a workforce comprised of Safety-Sensitive and non-Safety Sensitive personnel who have completed all of the requisite background and drug and alcohol screenings required per the Contract.

Methodology: Review of Monthly reports on staffing, Quarterly MIS Reports and requisite background screening requirements based on their employment category.

Penalty: Failure of Vendor to ensure all employees have and maintain the appropriate background and drug and alcohol screenings per employee/event will be assessed $250.00 per employee/event or occurrence of failure to ensure background screening and drug and alcohol screenings required per the Contract.

Maintenance. Vendor shall perform regularly scheduled preventive maintenance to the vehicles at pre-established intervals in accordance with the standards and schedules of the Original Equipment Manufacturer (“OEM”) of the buses as supplemented by the standards and schedules
of equipment suppliers for systems installed on the vehicle and the requirements of the State of Florida and Federal Transit Administration.

**Maintenance Plan.** The Vendor shall provide a maintenance plan based on the County’s bus fleet indicating the time or mileage intervals (including over and under margins) when Vendor inspections and preventive maintenance shall be performed. This time or mileage interval shall not change during the course of this Contract without prior written approval of the County and FDOT. Vendor shall provide the County with its proposed scheduled preventive maintenance policies and procedures, inspection forms and schedules with their proposal. The successful Vendor will be asked to provide a preventive maintenance plan specific to the County’s fleet within 60 days after award of the Contract. *(Tab J. Maintenance Plan & Preventive Maintenance Plan)*

**ITS Integration.** Current Available Technology. The County has integrated Intelligent Transportation System (“ITS”) technology for its fixed route and paratransit service, including:

- Automatic Vehicle Location (Double Map)
- Automatic Next Stop Annunciation and Signage- Mackenzie DADS MB701 and Sunrise System Amber NXTPS 7x96
- RouteMatch VeloCounty Vehicle Logic Units (VLU) w/4G/LTE in.
- Mobile Data Terminal (MDT) –Samsung 8E Tablets SM-T377V-UD
- Automatic Passenger Counting (APC) - Dilax
- Security Camera System – Seon Explorer DX12
- Fare Collection Equipment (Diamond)
- Real Time Traveler Application- RouteShout
- RouteMatch Fixed Route
  - Dispatching
  - Scheduling
  - Authoring
  - Verification
  - Monitoring
Analysis

Future Installations & Upgrades. The County has a third party Vendor for all ITS services and will continue to install ITS and telecommunications equipment on all fixed route vehicles as equipment reaches useful life and/or accidents/incidents require. The Vendor will be responsible for coordinating all ITS repairs with the County’s third party Vendor. The County will be evaluating electronic fare collection systems in the future and will require the Vendor to be prepared to maintain and coordinate such systems with the County’s selected vendor(s).

Telecommunications & Radio. The Vendor shall provide telecommunications systems for all facilities external to the County’s facilities to include state of the art telephone and internet services to support the RouteMatch scheduling system and other database and customer service support. The dispatch and customer service should be an in-house Voice-Over Internet Provider (VoIP) switching system with integrated unified communications (UC) features and Call Center applications/systems capable of meeting Lake County functional requirements for the fixed-route and paratransit service demand. The Vendor shall coordinate with the County’s Information Technology (IT) and Public Safety staff and management and the County’s third part ITS vendor, to ensure the appropriate minimum and maximum technology standards, firewalls, etc. are compatible to interface with the County’s telecommunications and network systems.

The Vendor shall furnish and equip (installation to be coordinated with the County’s IT Department) each transit vehicle with a two-way radio system, including frequency, to provide communications with transit vehicles and (revenue and non-revenue vehicles provided by the County), the Vendor’s maintenance facility and the County’s Transit Division. The radio equipment is to be available for normal dispatching as well as emergency situations (i.e. accidents, mechanical breakdowns, weather events). Thereby enabling Vendor to immediately dispatch substitute vehicles and operators. Vendor assumes the responsibility of all maintenance operations and maintenance costs of the radio system, to include additional costs associated with regional radio network deficiencies. Vendor shall provide a plan to coordinate and address all ITS support and services with the County and its third party Vendor. (Tab X. ITS &
**Telecommunications Plan**

**Performance Standard:** Failure to provide operational telephone, telecommunications and network connections required to ensure efficient operations and access for the general public, RouteMatch/RouteShout will constitute a failure of the Vendor to ensure access to LakeXpress and Lake County Connection to support the Contract.

**Methodology:** Any period of Vendor lack of connectivity of telephone system for the general public or the Bus Operator’s radio communication exceeding thirty (30) minutes is considered failure to perform. Failure to notify the County in advance of connectivity issues is considered a failure to inform the County of telephone system connection issues.

**Penalty:** Thirty (30) minutes or more of lack of general public and/or Bus Operator network/telecommunications connection and accessibility = $1,000 and $50.00 per hour beyond the initial thirty (30) minutes.

**Performance Standard:** Failure to maintain an average hold time of no more than three (3) minutes for any given hourly period of the day for ninety-five percent (95%) of the hourly time periods for each telephone line in operation for each month. No more than two (2) minutes wait for each Dispatch/Customer Service Representative to answer phone calls during the peak periods for paratransit reservations (6:00a.m. – 10:00a.m., Monday – Friday) and fixed route (6:30a.m. – 9:30a.m. and 3:00p.m. - 6:00p.m.).

**Methodology:** Ninety-five (95%) percent of all calls received during the peak period should be answered within two minutes; Ninety-five percent of all calls should not be on hold no more than three (3) minutes. Monthly call reports will be used to determine achievement of standard.

**Penalty:** Failure to answer all calls within two (2) minutes will be assessed $10.00 per call answered after two minutes. All customer calls on hold more than three (3) minutes will be assessed $15.00 per call.

**Goals.** Vendor shall be expected to integrate current and future ITS & Telecommunications at all levels of its service. The County’s system of record of ridership and trips provided is based on RouteMatch Scheduling and Dispatching System for all billing and service verification. Vendor shall provide a
description of its experience with and knowledge of ITS and how and where it has integrated ITS into its operations. The County’s goals, which should be shared by the Vendor, for the use of ITS technology in the provision of fixed route service are:

- Monitoring and supervision of compliance with the Daily Operations Requirements
- Improve the ability to track, record, and analyze data on passengers and revenue miles for efficient scheduling and reporting
- Improve communications with drivers
- Automatically track passenger counts by route, bus, time, and location
- Better assess Vendor’s performance
- Improve fare system
- Track vehicle locations by providing information through the Internet and wayside signs
- Improve security and effective emergency response
- Improve coordination with other local and regional transportation services, agencies and emergency management.

Marketing, Public Relations, and Advertising. Vendor shall provide support and assistance to the County in all marketing ventures and promotional activities and shall provide management assistance to the County in this regard in terms of manpower, distribution of materials, and providing accurate, courteous information on County promotions. The County shall develop plans and materials. Vendor shall provide and install postings or notices for short term or temporary service interruptions or changes. All materials provided to the Vendor for posting are to be posted within 24 hours of receipt or on the designated release date.

Vendor shall maintain the name of the service visibly displayed on the side of each County-owned vehicle that is in service. Vendor shall maintain the state and federally-mandated vehicle lettering, numbering and notices required for public transit vehicles and services in all facilities and on all vehicles.

Advertising. Vendor agrees to provide access to advertising vendors under contract to the
County for purpose of installing and maintaining advertising signs on the exterior and interior of County owned vehicles upon written approval and notification of the County. Revenues from advertising shall be paid from vendors to the County. Vendor shall not have authority to advertise on or in County owned vehicles.

Transition Planning Between Vendors. Vendor shall submit, as part of its proposal, a transition plan (Tab U. Transition Management Plan) for initiating operation of the County’s transit service and terminating operation. This plan should cover the relocation and assignment of personnel and functions, inventory and condition assessment of vehicles, parts and other ancillary equipment; technology transfer associated with client files for all transit services. Vendor shall receive each County bus after the bus has been thoroughly inspected by the County, the current Vendor and the Vendor selected through this RFP process.

If a bus to be used for this Contract will transition from the current Vendor to a new Vendor, will be allowed only one (1) inspection and one (1) re-inspection per bus will be conducted.

The County or its designated representative, the current Vendor, and the Vendor selected through this RFP process will jointly inspect the transitioning buses prior to the transition date, with all identified and agreed to safety and running repairs corrected by the Lake County Maintenance and the current Vendor, prior to the transition date.

All parties involved shall be required to inspect, take responsibility for, and insure vehicles as early as thirty (30) days prior to the scheduled transition of services under this Contract.

12.5.5: Detailed Service Description

Detailed route maps and schedules are available at www.ridelakexpress.com. Details of the County’s public transit service hours and miles are contained in FIGURES 1 and 2.

Service Hours. Service hours vary by route. The Vendor shall provide service during all required hours. Hours and days of operation are subject to change. All changes will be adjusted in the
payment by the accepted cost per revenue hour. The Vendor shall be responsible for maintaining in good order all County-supplied information (e.g. schedules, service announcements) on the buses, insuring that all information is available to customers and that all information is current for daily pull-out. **Service Area.** Vendor shall provide service within Lake County and surrounding areas to include Sumter, Orange, and Polk Counties (guidelines).

Adjustment to Service and Routes. The County reserves the right to adjust service as it sees fit at any time. Modifications to service may include, but are not limited to, extending, delaying, adding, or deleting routes or parts of routes and expanding or decreasing scheduled revenue hours. The addition or deletion of routes will result in price adjustments based on the Vendor’s Cost Proposal. With their proposal, Vendor shall provide a policy and procedure to be employed by Vendor to notify and advise patrons and the public of alternative fixed-route schedules and routing for all seven (7) fixed routes under the following conditions (Tab Y. Service Adjustment Policy & Procedures):

1. Special Event Routing
2. Traffic/Congestion and Accident Delay Routing
3. Emergency Event (i.e. police activity, etc.)
4. Holiday

Service Monitoring and Contract Compliance. County, state and federal representatives may, without prior notice, ride in all buses, inspect any bus, and inspect any area of the operations and maintenance facility to ensure compliance with this Contract. County, state and federal representatives shall be afforded unfettered access to all buses and facilities at all times.

Audits. The County, state or FTA, or its designated representative may, in the sole discretion of their respective interest, conduct periodic audits. Vendor shall provide full cooperation during any and all such audits. Cooperation, for purposes of this requirement, shall include access to all operational data, financial records, maintenance information, employee information, applicable databases, and all facilities and equipment. Vendor shall assist the County or its designated auditor in every reasonable manner. Vendor shall maintain updated and complete copies of all documents and records related to its performance of the Contract on location in the County to
facilitate audits.

*Use of County Owned Buses and Service Vehicles.* Revenue and non-revenue vehicles on the Fleet Roster are to be used for, and in support of revenue service and directly-related activities only (e.g. deadheading, repairs). No administrative uses whatsoever by the Vendor are permitted. The County strictly prohibits the use of its buses and service vehicles for non-LakeXpress and Lake County Connection purposes. The County reserves the right to use its bus fleet for demonstration or marketing events. Vendor may be asked to provide an operator for such County events and shall be compensated at the per Revenue Hour rate on such occasions. Vendor shall be responsible for recording and maintaining non-revenue vehicle hours and miles for the purpose of operator relief and miscellaneous management functions carried out in support of the Contract. With their proposal submission, Vendor shall provide a sample form for mileage and trip inventory for non-revenue vehicle use to support the Contract, to include additional vehicles required (but not provided by Lake County) to support the Contract. *(Tab Z. Non-Revenue Vehicle Usage Form.)* Vendor shall utilize relief vehicles to manage the need to exchange operators away from the operating garage. The successful Vendor will be required to submit, within 60 days after award of the Contract, a detailed plan for providing bus assignments that accounts for the overall age of the fleet and spare ratios. *(Tab AA. Revenue Vehicle Assignment Plan)*

Before submitting a proposal, potential vendors shall become fully informed as to the extent and character of the work required and are expected to completely familiarize themselves with the requirements of the solicitation and specifications. Failure to do so will not relieve the Vendor of responsibility to fully perform in accordance with resulting agreement(s). No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done; the submission of a proposal in response to this RFP is an agreement with all of the items and conditions referred to herein.
12.5.6: Emergency Procedures or Declarations

In the event that the County has declared a state of emergency, the Vendor shall transport persons with special needs to appropriate shelters or other medical facilities as determined by the Health Department Director or designee. The Vendor may also be required to transport others at the direction of the Emergency Management Director or designee. Vendor shall provide any information required for the County to claim emergency or disaster grants or reimbursements from the State and/or Federal government. Vendor must maintain detailed records of all persons transported under this provision as well as Bus Operators hours and fuel usage. Vendor will be required to attend Emergency Management and Emergency Operations meetings and exercises on regular and recurring basis to ensure coordination with other County and State agencies during emergency events.

The Vendor shall develop, implement, and maintain formal written procedures to respond to emergencies, which from time to time occur in the course of providing daily transit services. A sample copy of the written procedure shall be provided with the initial proposal.

SECTION 12.6: PERSONNEL

Section 12.6.1: Background Screenings

In accordance with FTA Safety Sensitive positions and with 49 CFR Part 655.4: Vendor agrees that all contract workers and subVendors (collectively “contract worker(s)”) that Vendor provides pursuant to this Contract shall be subject to background and security checks and screening (collectively “Background Screening”) as set forth in this RFP. Vendor shall perform at its sole cost and expense all such Background Screening pursuant to the provisions in this RFP. The provider of the Background Screening shall comply with all applicable laws, rules and regulations. Vendor further agrees that the Background Screening required in this RFP is necessary to preserve and protect public health, safety and welfare. The Background Screening requirements set forth in these provisions are the minimum requirements for this Contract. The County in no way warrants that these minimum requirements are sufficient to protect Vendor from any liabilities that may arise out of Vendor’s services under this Contract. Therefore, in
addition to the specific measures set forth below, Vendor and its contract workers shall take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this Contract. Vendor shall be responsible and shall warrant that all Background Screening information furnished to the County is accurate and current through the date of hire of the proposed contract worker. Vendor shall provide a background screening policy and standards with proposal submission. (Tab BB. Background Screening Policy & Standards)

Background Screening Requirements and Criteria. Because of the varied types of services performed, the County has established three levels of risk and associated Background Screening. The risk level and Background Screening required for this Agreement is Standard Risk for the vehicle maintenance staff and admin staff and Maximum Risk for drivers and road supervisors.

Minimum Risk and Background Screening (“Minimum Risk”). A minimum risk Background Screening shall be performed when the contract worker: (i) will not have direct access to County facilities, assets or information systems; or (ii) will not work with vulnerable adults or children; or (iii) when provided access to County facilities, is escorted by a County worker. The Background Screening for minimum risk shall consist of the screening required by state of Florida.

Standard Risk and Background Screening (“Standard Risk”). A standard risk Background Screening shall be performed when the contract worker’s work assignment will: (i) require a badge or key for access for County facilities; or (ii) allow any access to sensitive, confidential records, personal identifying information or restricted County information; or (iii) allow unescorted access to County facilities during normal and non-business hours. The Background Screening for this standard risk level shall include the Background Screening required for the Minimum Risk level and a background check for real identity/ legal name, and shall include felony and misdemeanor records from any county in the United States, the state of Florida, plus any other jurisdiction where the contract worker has lived at any time in the preceding seven (7) years from the contract worker’s proposed date of hire.
Maximum Risk and Background Screening ("Maximum Risk"). A maximum risk Background Screening shall be performed when the contract worker’s work assignment will: (i) have any contact with vulnerable people such as children, youth, elderly, or individuals with disabilities; or (ii) have any responsibility for the receipt or payment of the County funds or control or inventories, assets, or records that are at risk of misappropriation; or (iii) have unescorted access to the County data centers, money rooms, or high-value equipment rooms; or (iv) have access to private residences; or (v) have access to identified critical infrastructure sites/facilities. The Background Screening for this maximum risk level shall include the Background Screening required for the Standard Risk level, plus a sexual offender search, a credit check, and driving record search for the preceding seven (7) years from the contract worker’s proposed date of hire. Contract workers who work directly with children or vulnerable adults are also subject to fingerprint verification through the Florida Department of Children and Family Services (DCF)/Agency for Persons with Disabilities (APD).

Vendor Certification; County Approval of Maximum Background Screening. By executing this Contract, Vendor certifies and warrants that Vendor has read the Background Screening requirements and criteria set forth above, understands them and that Vendor has satisfied all such Background Screening requirements for the Minimum Risk.

Background Screenings. In addition, for Maximum Risk Background Screening, Vendor shall provide for the County’s review and approval such Background Screenings for any contract worker considered for performing services under this Contract where human safety or facility security is classified as a Maximum Risk level. The County may, in its sole discretion, accept or reject any or all of the contract workers proposed by Vendor for performing work under this Contract. A contract worker rejected for work at a Maximum Risk level under this Contract shall not be proposed to perform work under other COUNTY contracts or engagements without COUNTY’s prior written approval.

Terms of This Provision Applicable to all of Vendor’s Contracts and Subcontracts. Vendor shall include the terms of this provision for contract worker Background Screening in all contracts and subcontracts for work performed under this Contract, including supervision and oversight.
Materiality of Background Screening Provisions; Indemnity. The Background Screening provisions of this Contract, as set forth above, are material to County’s entry into this Contract and any breach thereof by Vendor may, at County’s option, sole and unfettered discretion, be considered to be a material breach of this Contract. In addition to the indemnity provisions set forth in Section 5.7 of this RFP, Vendor shall defend, indemnify and hold harmless the County for any and all Claims (as defined in Section 5.7) arising out of these Background Screening provisions including, but not limited to, the disqualification of a contract worker by Vendor or the County for failure to satisfy these provisions.

Continuing Duty; Audit. Vendor’s obligations that Vendor’s workers satisfy the Background Screening requirements in these provisions shall continue throughout the entire term of this Contract. Vendor shall notify the County immediately of any change to a Maximum Risk Background Screening of a contract worker previously approved by the County. Vendor shall maintain all records and documents related to all Background Screenings and the County reserves the right to audit Vendor’s compliance with these provisions pursuant to Section 7.3.

Section 12.6.2: Work Program – Management & Administrative/Operations Staff

Organization Disclaimer. Any Contract resulting from this RFP process is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract. The parties agree that no persons supplied by Vendor in the performance of Vendor’s obligations under the Contract are considered to be County employees and that no right of County civil service, retirement, or personnel rules accrue to such persons. Vendor shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker’s compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.
**Proposed Organizational Structure of Key Staff.** Vendor shall submit with its proposal a proposed staffing plan with an organizational chart that depicts all personnel proposed to be utilized in the service of this Contract for Phase I and Phase II, including both fixed route and paratransit services. (Tab G. Personnel) The staffing plan/organizational chart shall indicate titles, filled positions, and number of vacancies to be filled. The plan shall identify by management position the individual candidates including credentials and experience.

**No Vacancies in Key Positions.** At no time during the Contract shall the General Manager, Operations Manager, Road Supervisors, Maintenance Manager or Safety Manager positions identified be vacant. In the event of any of the following’s planned departure, the Vendor shall ensure a qualified replacement that meets the qualifications stated herein and is permanently on-site thirty (30) days prior to the departure. Otherwise, Vendor shall assign a corporate officer to oversee the job responsibilities on-site until a qualified replacement is retained and in place. Any replacement of such personnel will require County approval.

**Position Guidelines.** Vendor is free to suggest staffing with sufficient justifications in its proposal. If the job structure responsibilities differ from the duties as specified below, Vendor shall list the different duties with an explanation and justification for each. Vendor shall submit the anticipated percentage of time each of the listed personnel will be devoted to the services of the County as detailed in this Contract. Vendor is assumed to be able to carry out all responsibilities and activities as required by the Contract.

The Proposer shall describe the size, organization, function and capability and the firm’s management philosophy. The key personnel shall be identified by name, title and assignment under this Contract. The Proposer shall describe their unique skill set and familiarity with the service area, ridership and experience with the type of service operated in Lake County.

For each member of the key personnel team, the Proposer must provide the following:

- Resume to include the last 10 years of employment
- Company Employment Application (All employment histories shall date back 10 years and describe fully the reasons for leaving each job.)
• Qualifications with similar contracts and services.
• Training, including accreditation, certifications, etc. related to transit administration, maintenance and operations.
• Any other information that conveys individual’s knowledge, skills and abilities.

Describe in detail the firm’s experience with operating local fixed route, ADA paratransit and TD services on a scale equal to or greater than what is requested in this RFP. For each listing of current or past experience, provide the following:
• Name of County/Transit Agency
• Name of contact person, title and phone number
• Term of Contract
• Number of fixed-route and paratransit vehicles
• Number of annual revenue hours/trips for fixed route and paratransit services
• Contract Value
• Services Provided and Recent Recommendations (Refer to General Requirements. Lake County may contact the listed agencies for references. In addition, the Proposer must indicate whether your firm has ever been debarred by a public agency or have been assessed liquidated damages in excess of $500 and have had a contract terminated, or a mutual agreement to terminate a contract due to performance issues.)

Vendor shall comply with the following staffing requirements:
1. Maintain sufficient administrative, operations and maintenance staff to perform all required Contract activities; including but not limited to providing an adequate number of regularly scheduled and extra board Bus Operators on all days of service to ensure 100% coverage of all scheduled runs plus same day service back-up as specified herein.

2. Maintain Bi-lingual English/Spanish (Based on FTA and FDOT Limited English Proficiency (LEP) requirements based on the United States Census Bureau (US Census)) data.

3. Bus Operators shall be available during all hours of operation.
4. Employee Qualifications Program – The Vendor shall list the requirements, qualifications and minimum employee standards for each position proposed in the Contract including CDL Class Requirements, criminal record standards, Bus Operator’s license points, minimum Bus Operators age, and language barriers, safety certifications, training certifications, etc.

5. Provide an onsite General Manager who is authorized to make all day-to-day operational decisions and be available by telephone or other acceptable communication means twenty-four (24) hours a day, seven (7) days a week.

6. The Proposer shall provide key management positions and accompanying position descriptions for those positions to ensure they have the capability to oversee this Contract and the functions of all employees outlined herein. The functions, roles and responsibilities, pay scales, description of benefits, retention and benefits strategies, etc. of these key positions are to be detailed by the Vendor and submitted with this proposal. (Tab G. Personnel.) The five (5) key management position categories are the following:

   a. The General Manager
   b. Operations Manager
   c. Road Supervisors (Fixed Route and Paratransit)
   d. Safety and Training Manager
   e. Maintenance Manager

7. The Proposer shall not reassign any of the five (5) key management positions within the one hundred and eighty (180) days preceding the termination of this Contract. In order to ensure continuity in administration of the contract, the Vendor shall not reassign any person holding any of the key positions within the first year of the Contract, unless requested to do so by the County. Any reassignments of staff in the five (5) key position categories shall not occur without prior written approval of the County; provided, however, that the County shall not unreasonably withhold such approval. Failure to reassign any of the Key
Personnel with incumbents without commensurate or higher experience and skills will constitute a failure to meet the requirements of the Contract.

The County retains the right to review the Vendor’s personnel policies and the list of personnel assigned to the Contract. With this proposal the Vendor shall provide the New Employee Handbook which covers all federally required notices for Safety Sensitive Employees in accordance with 49 CFR Parts 40 and 655. The County additionally retains the right to require the removal of any person holding any of the five (5) key management positions cited above without penalty if it is determined to be within the best interests of the County, in the County’s sole discretion. The County must be made aware of any resignations, terminations of the aforementioned management categories within fourteen (14) calendar days of the Vendor being made aware of such actions. This provision is not intended to create an employment relationship with the Vendor and shall not hamper in any way any employer/employee relationship between the Vendor and its management staff. Failure to fill a key position within thirty (30) days of a vacancy may subject the Vendor to a default under any resulting contract.

**General Manager.** The General Manager shall be the person in charge of all management and day-to-day operations of the services provided by the Vendor to support this Contract. The General Manager shall demonstrate, by decision and action, competency in all aspects of the County’s transportation service. The General Manager shall maintain consistent and sufficient contact and communications with the County. The General Manager shall have a minimum of ten (10) years supervisory and managerial experience in public transit to include fixed route and paratransit operations.

Vendor shall provide project management through a General Manager at a level and capability sufficient to oversee its functions and employees and subject to County approval. These functions include but are not limited to:

a) Ensuring all performance goals are met.

b) Effective operations design, scheduling, and management.

c) Maintaining an adequate and competently staffed organization.

d) Providing proper fleet maintenance.

e) Effective quality assurance for all divisions.
f) Complete and accurate data collection, compilation, analysis, and reporting as required by law and the Contract

g) Compliance with FTA and other federal, state, and local regulatory requirements.

h) Effective environmental compliance and sustainability management.

i) Professional response to comments and concerns of passengers and the general public.

j) Effective response to specific requests for other assistance as the need arises.

k) Attending public meetings at the County’s request.

l) Maintaining a positive employee morale to assure good working conditions.

The General Manager shall have the ability to make decisions as required and shall not have to frequently refer to upper management for decisions. General Manager shall oversee the employees of the Vendor and monitor operational activities associated with this scope of work. General Manager shall be responsible to the County for the safe, reliable, and effective supply of all work referenced in this scope of work. General Manager shall supervise the daily work activities of all operators, supervisors, dispatchers, maintenance workers, and other personnel necessary to support system operations. General Manager shall work cooperatively with the County and be accountable for all substantive matters pertaining to the provision of transit services as provided under this Contract.

The Vendor shall notify the County in writing whenever the General Manager is scheduled for vacation or training. When the General Manager is out of the office he/she must provide the County with the name of the temporary individual(s) who will assume responsibilities for the day-to-day operations during the General Manager’s absence, to include decision-making authority and signature authority required to support the Contract. This temporary individual must be approved by the County and have the requisite knowledge, skills and abilities to manage the County’s public transit service without disruption or diminishment of the quality and caliber of services. Under no circumstances should the General Manager and Operations Manager/Assistant Operations Manager be scheduled to be out of the office, on vacation or leave at the same time.

The General Manager shall function as line supervisor of all project staff and manage accounts and operating records for the County’s service. The General Manager shall be available for weekly
meetings with the County to discuss operational, safety, performance, billing and other issues relative to the operation of the program. The General Manager will manage and directly supervise the Safety and Training Manager and the Operations Manager.

The General Manager shall be proficient in report generation and special report writing using the Route Match system, Crystal Reports and exporting to Excel, Access and other software interfaces to include Microsoft Office Suite (Access, Excel, PowerPoint and Word), and any other County technology software and hardware deemed necessary and utilized to support this Contract.

At all times, the General Manager or a supervisor designated to act for the General Manager shall be available by telephone or in person to make decisions regarding day-to-day operations and shall be authorized to act on behalf of the Vendor regarding all matters pertaining to the transportation services provided under this Contract.

The General Manager shall be identified in the Proposal and include detailed resume furnished in the respondent’s proposal. This person shall be available to be interviewed by the Proposal Evaluation Team. If the proposer has not selected a General Manager as of the time of initial proposal submission, resumes of qualified candidates shall be submitted to the County upon selection of potential candidates. The County may give higher evaluation ratings to respondents proposing a specific named project manager for this work over those submitting several candidates.

Operations & Assistant Operations Manager. The Operations and/or Assistant Operations Manager will report directly to the General Manager and will be responsible for both Fixed Route and Paratransit operations. The Operations Manager shall have a minimum of seven (7) years of supervisory and operations experience combined, in public transit or equivalent experience (i.e. school bus, freight, etc.) to include fixed route and paratransit operations and hold a valid Florida Class A Bus Operator’s license with all appropriate endorsements and no air brake restrictions at all times. Additionally, each Road Supervisor shall possess and maintain a valid USDOT physical at all times. The Operations Manager will supervise and manage the Bus Operators, Dispatchers, Schedulers and Customer Service
Representatives. They are expected to understand the duties and requirements of each position. The Operation Manager will attend meetings with the County in the absence of the General Manager.

Vendor shall employ no less than one full-time Operations Manager to provide support to the Contract. Standard duties include management during accidents or incidents, including event investigation and follow-up; regular street supervision of service, including the monitoring of schedule adherence, on-street operation, and on-route compliance; and Bus Operator training. The Vendor shall ensure that at least one Operations Manager is on duty at all times when at least one revenue vehicle is in operation. The Operations Manager shall coordinate and plan service changes, address Bus Operators/staff disciplinary actions and provide recommendations to County staff and the General Manager regarding service schedules, operations and maintenance and facilities (i.e. transit stops, etc.)

On-street supervision will include, at a minimum conducting roadside conditions and service assessments and on-board ride checks to ensure operator adherence to procedures (i.e., fitness for duty, fare collection, ADA compliance, safety, schedules and passenger relations). Lake County also reserves the right to perform similar investigations and adherence checks of its own, without notice, to ensure compliance with terms of the Contract.

Operations Manager must also ensure that all cleaning, maintenance and other contracted and subcontracted personnel who work during and after service hours shall be appropriately supervised at all times. Vendor shall provide operations management through an Operations Manager at a level and capability sufficient to oversee its functions and employees. These functions include but are not limited to:

a) Ensuring all operational performance goals is met
b) Effective operations design, system scheduling, and management
c) Effective quality assurance
d) Providing the highest quality passenger and resident service
e) Preventing and mitigating service delays, interruptions, and accidents
f) Complete data collection, compilation, analysis, and reporting as required by law and the Contract

g) Managing compliance with FTA and other federal, state, and local regulatory requirements

h) Knowledge, preparedness, and professionalism of all operating personnel

i) Professional and effective response to comments and concerns of passengers and the general public

j) Responding to specific requests for other assistance as the need arises

k) Attending meetings at the County’s request

l) Maintaining a positive employee morale to assure good working conditions.

Operations Manager shall oversee the operations division and employees. Operations Manager shall be responsible to the General Manager and the County for the safe and reliable provision of all services referenced herein. Operations Manager shall supervise the daily activities of all operators, supervisors, dispatchers, schedulers, and other operationally-focused personnel. The Operations Manager shall work cooperatively with the County and be accountable for all substantive matters pertaining to the provision of transit services as provided under this Contract. Operations Manager shall be available during operating revenue service hours and for pre-trip and post-trip inspection periods, which can be as early as 4:00a.m. and as late as 9:00p.m., Monday – Friday and on Saturday and Sunday for paratransit dialysis service; and at other times as situations dictate (e.g. emergencies).

Safety and Training Manager. The Safety and Training Manager must possess at least eight (8) years of experience in the public transit industry training (or equivalent experience, i.e. school bus, freight, etc.); managing safety sensitive employees; and or working as a safety sensitive employee; and hold a valid Florida Class A Bus Operator’s license with all appropriate endorsements and no air brake restrictions at all times. Additionally, the Safety and Training Manager shall possess and maintain a valid USDOT physical at all times. The Safety and Training Manager must have experience conducting safety training, audits and
reviews; developing and ensuring compliance requirements for all aspects of public transit operations and administration in accordance with 49 CFR Parts 40 and 655.

The Safety & Training Manager will be responsible for managing new hire and veteran operator training programs; responding to and training staff to respond to accidents, incidents and completing the required event documentation and reporting requirements in accordance with local, state and federal regulations and statutes that govern federally funded public transit service. The Safety and Training Manager will also be responsible for new operator and other preventive (i.e. left turns, wheelchair securement, safety sensitive staff background checks and investigations.

This position requires paratransit and fixed route experience, including behind-the-wheel training. The Safety and Training Manager must also understand traffic safety and the applicable provisions of: Americans with Disabilities Act (ADA); Environmental Protection Agency (EPA); Occupational Safety and Health Administration (OSHA); Federal Transit Administration (FTA); American Association of State Highway and Transportation Officials (AASHTO); National Highway Transportation Safety Administration (NHTSA) and all related Florida State Statutes and Regulations that govern public transit.

The Safety and Training Manager will report to the General Manager.

*Fixed Route Road Supervisors.* Road Supervisors must possess a minimum of six (6) years of combined experience operating and supervising experience in public transit or equivalent experience (i.e. school bus, freight, etc.) to include fixed route operations and hold a valid Florida Class A Bus Operator’s license with all appropriate endorsements and no air brake restrictions at all times. Road Supervisors must have had supervisory training if they have not had at least one year of experience as a Road/Street Supervisor documented in their resume, application, etc. Additionally, each Road Supervisor shall possess and maintain a valid USDOT physical at all times. Road Supervisors are responsible for managing and directing the activities of the vehicle operators including on-time performance, lift problems, fare issues, farebox problems, accident/incident investigation, assistance in disputes/incidents, developing and working with detours for the County’s routes and additional duties as assigned. Each Road
Supervisor must have full authority to independently make any decisions required for the safe and efficient operation of the service. Road Supervisors will be responsible to perform fitness for duty inspections on at least 25% of the operators per week with every operator being inspected at least once monthly. Road supervisors are deemed by Lake County as safety-sensitive and must be subject to drug and alcohol testing that complies with federal requirements.

A minimum of four (4) A.M. and four (4) P.M. Fixed Route Road Supervisors shall be in the field covering the County’s services at all times when at least one Fixed Route or paratransit vehicle is in revenue service. These scheduled Road Supervisors must overlap in their schedule to ensure proper and appropriate documentation of A.M. and P.M. Runs. Road Supervisors need to be strategically located on the east, west north and south ends of the County to respond to issues in a timely manner. The Proposer shall recommend the appropriate number of Fixed Route Road Supervisors necessary to ensure quality customer service and oversight of fixed route services covering the County’s service area at all times when a fixed route vehicle is in revenue service based on the current schedule of operations service for fixed route trips. (FIGURE # 3 Sample Employee Roster)

Road Supervisors will be required to evaluate employee’s fitness for duty and ability to perform scheduled work – ensuring that each employee is not experiencing any impairment that may impact their ability to safely operate a vehicle. These positions require fixed route experience, including behind-the-wheel training, no more than three moving violations and/or accidents within the past three years or any DUI violation within the past 10 years; and no more than two accidents for which no citation was issued, in the past five years.

Road Supervisors must also monitor and respond to radio communications and communicate with operators, supervisors, and County personnel concerning operations, service, safety, emergency events, regional coordination and customer service issues. Road Supervisors shall conduct on street supervision to assure routine monitoring of fixed route service, and shall provide on-site assistance to Bus Operators and passengers in the entire County service area.
Road Supervisors shall act as Transit Ambassadors and be available to passengers to address customer concerns. Road Supervisors must be available to transport passengers in the event of a breakdown, or other cause. If schedules require adjustment to address on-time performance issues, Road Supervisors will inform Vendor’s Management staff and this information will be conveyed to the County in an expedient manner.

Paratransit Road Supervisors. **Road Supervisors must possess a minimum of six (6) years of combined experience operating and supervising in public transit or equivalent experience (i.e. school bus, freight, etc.) to include fixed route operations and hold a valid Florida Class A Bus Operator’s license with all appropriate endorsements and no air brake restrictions at all times.** Additionally, each Road Supervisor shall possess and maintain a valid USDOT physical at all times. Road Supervisors are responsible for managing and directing the activities of the vehicle operators including on-time performance, lift problems, fare issues, fare box problems, accident/incident investigation, assistance in disputes/incidents, developing and working with detours for the County’s routes and additional duties as assigned. Each Road Supervisor must have full authority to independently make any decisions required for the safe and efficient operation of the service. Road Supervisors will be responsible to perform fitness for duty inspections on at least 25% of the operators per week with every operator being inspected at least once monthly. Road supervisors are deemed by Lake County as safety-sensitive and must be subject to drug and alcohol testing that complies with federal requirements.

A minimum of four (4) A.M. and four (4) P.M. Paratransit Road Supervisor’s shall be in the field covering the County’s service area at all times when a paratransit vehicle is in revenue service. Road Supervisors need to be strategically located throughout the County to respond to issues in a timely manner. Vendor should note that the coverage area of Lake County Connection paratransit services includes the entire 315 square miles of Lake County.

Road Supervisors will be required to evaluate employee’s readiness and ability (fitness for duty) to perform scheduled work – ensuring that each employee is not experiencing any impairment that may impact their ability to safely operate a vehicle. These positions require paratransit and fixed
route experience, including behind-the-wheel training, no more than three or more moving violations and/or accidents within the past three years or any DUI violation within the past 10 years; and no more than two accidents for which no citation was issued, in the past five years.

Road Supervisors must also monitor and respond to radio communications and communicate with operators, supervisors, and County personnel concerning operations, service, safety and customer service issues. Road Supervisors shall act as Transit Ambassadors and be available to passengers to address customer concerns. Road Supervisors must be available to transport passengers in the event of a breakdown, or other cause in accordance with local, state and federal regulations. If schedules require adjustment to address on-time performance issues, Road Supervisors will inform Vendor’s Management staff and this information will be conveyed to the County in an expedient manner.

Paratransit Route Road Supervisors shall be in the field, covering the County’s services at all times that there is a paratransit vehicle in revenue operation. Road Supervisors are responsible for conducting site checks and road observations, transit stop conditions (trash, service information and safety, etc.) documenting findings and providing necessary reports, conducting wheelchair securement and vehicle cleanliness checks on for all revenue service vehicles, providing customer information, responding to accidents and incidents, as well as collecting all required information, assisting dispatch and operations staff in resuming service levels according to contract specifications and minimizing passenger disruptions and additional duties as assigned.

Information Technology & Radio Communications Coordinator. The Vendor’s shall be responsible for managing all of the information technology (IT) needs of the County as it relates to on-site facility connectivity with the County’s IT and communications network. This Vendor employee must be available 24-hours/day to support any technology and communications needs of Lake County to include data (cloud and land-based servers) retrieval, dissemination and collection for day-to-day operations and in the event of emergencies (natural disasters, etc.). This individual will be responsible for coordinating RouteMatch Training and support for the County’s transit system, two-way radio training for Bus Operators, Road Supervisors, Dispatchers and Schedulers. The Vendors IT Specialist must possess up to five years of telecommunications and
IT training with a public transit agency, or an equivalent number of years of experience and/or education in a related field with demonstrated experience in installation of cables and computer hardware and software, infrastructure support and maintenance, multi-line telephone systems, etc. The IT/Communications Coordinator will be responsible for trouble-shooting all transit vehicle hardware and software issues for the AVL, tablet, Vehicle Logic Unit (VLU), etc. Knowledge and familiarity with farebox systems, APC’s and other standard and customary transit vehicle technology is required.

The IT/Communications Coordinator will report to the General Manager. This position may be filled on a sub-Vendor, or as-needed basis to be outlined in (Tab. G. Personnel).

Customer Service Representative (CSR)/Reservationist (Paratransit & Fixed Route Services).
The Vendor shall staff a Call Center which employs an adequate number of Customer Service Representatives or Reservationists to ensure that customers can receive travel information related to LakeXpress and Lake County Connection public transit services during the hours of (5:00 a.m. – 8:00 p.m., Monday – Friday for fixed-route and paratransit services; and 6:00 a.m. – 3:00 p.m. on Saturdays for paratransit services.). The Vendor shall ensure that each CSR/Reservationist is knowledgeable regarding basic transit service schedules and Lake County activity centers adjacent to fixed-routes and landmarks near paratransit clients. The CSR’s and Reservationist must provide quality customer service, when providing directions, travel and transit schedule information. The Vendor must ensure that the Call Center staff are experienced in communicating with Limited English Proficiency (LEP) populations, clients with disabilities and utilizing Telecommunication Device for the Deaf (TDD). (Tab. G. Personnel).

All call center staff, customer service staff, and dispatch staff must be fully trained in all applicable County service policies and procedures. They also must be trained to proficiently use of the RouteMatch system and related ITS equipment. The Vendor shall provide RouteMatch training to ensure staff are aware of current RouteMatch system changes or upgrades to the applicable software. All staff must also be trained in telephone etiquette and the provision of quality customer service. The Vendor must provide training and re-training as necessary to ensure compliance. CSR/Representative experience and training will include, but not be limited to the following areas:
• County Transit Website
• RouteMatch & RouteShout Software
• Responding to Disruptive Passengers
• Responding to bus route delays and detours
• Guiding confused passengers
• Providing transit trip planning assistance
• Cultural sensitivity
• Fare policies and passes
• Transit schedules and scheduling
• Distressed passengers
• Medical transportation requirements and eligibility process
• ADA Compliance/Title VI
• Receiving complaints, compliments and requests for information

Staff assigned to take TDD calls must also be trained to proficiently use of the TDD and TDD standards and requirements. CSR’s/Reservationists shall also handle calls seeking general information about the County’s public transit services. If callers are seeking information about eligibility for the paratransit services, an application form, or assistance completing an application form, and have not made the correct telephone option selection, Reservationists shall provide assistance and transfer them to the appropriate staff to aide them beyond basic information.

Clients who seek to comment on the County’s public transit services shall be transferred to the Vendor staff and/or be provided with County Transit staff contact information (i.e. Title VI Complaints).
Reservationists shall always refer paratransit clients to the Paratransit Scheduler for specific account/client questions.

The Vendor shall ensure that all Reservationists are proficient in using the trip reservations and scheduling functions of the Route Match system. Vendor must ensure that updated training shall be provided if new versions of the software become available and are installed to include RouteMatch’s on-line portal, etc.
As appropriate, Reservationists shall schedule trips based on either a requested pick-up time or desired arrival time.

Reservationists shall record trips offered within an hour of the requested times and negotiated to meet customer needs, but still not accepted by customers, as “refusals.” Reservationists shall include trips that cannot be accommodated because they are beyond the scope of the service provided (e.g., outside the area or outside the established hours) as “eligibility denials.” Reservationists shall follow a thorough process for verifying the accuracy of trip information. This shall include repeating and verifying the origin and destination addresses, gathering specific additional address information as appropriate, repeating and verifying the date, day and time of trip requests, verifying mobility aids used, and verifying information about companions/attendants traveling with the eligible customer. In addition to repeating and verifying this information throughout the reservations/scheduling process, Reservationists shall repeat key trip information back to customers in a final “confirmation” after trips have been booked. In addition, Reservationists shall inform customers during each call of the on-time window associated with their trips.

Reservationists shall record and confirm telephone information with customers as they place trip requests. This shall include confirmation of the home/origin phone number that appears in the system, as well as a request for a phone number at the destination (should the customer need to be contacted on the day of service). Reservationists shall handle advance cancellations (made more than one (1) day in advance) as well as any changes to existing trips. Any calls for same day cancellations erroneously directed to the reservation lines shall be promptly transferred to the dispatch assistant/radio dispatcher lines and customers should be informed of the appropriate phone option they should select when calling for this purpose in the future.

The Vendor shall create a script for CSR’s and Reservationists to adhere to and follow for all of the potential customer service scenarios they may experience in their role, to be reviewed and approved by the County (Tab. CC. Customer Service Representative/Reservationist Training Program). The script shall be developed and presented for the County’s review sixty (60) days before the start of the Contract. The County will review and approve the script no later
than thirty (30) days before the commencement of service. The Vendor shall then ensure that all CSR’s and Reservationists are proficient with the script prior to commencement of operations.

*Dispatchers (Paratransit & Fixed Route).* The Vendor shall employ a minimum of three Dispatchers (If a lower number are proposed, the Proposer must provide supporting documentation as to the need for less than three Dispatchers) /Dispatch Assistants to ensure that communication Dispatchers are on duty during all hours that vehicles are in operation for fixed route and paratransit services. Dispatching staff shall be on-duty thirty (30) minutes before the first vehicle leaves the yard and thirty (30) minutes after the last service vehicle returns to the yard. Adequate staff shall be available during peak hours of operation to receive calls from customers inquiring about the status of a ride or making a same day cancellation. The Vendor shall have a Dispatcher on duty during all revenue service hours. At a minimum, Vendor shall have dispatchers for every shift (to include coverage during lunch periods). Dispatchers are responsible for Vendor coordination and communications with the Bus Operators. Dispatchers shall also communicate with County staff from various departments, including, but not limited to, Transit, Communications, Public Works, the Florida Department of Transportation (FDOT) District Office, Public Safety Officials (i.e. Police, Fire, EMS) and the Emergency Operations staff for maintenance, emergency, and road call related issues. As part of the initial proposal, the Vendor shall provide a plan describing staffing levels, initial and on-going dispatcher training, and an on-going evaluation process. *(Tab G. Personnel; Tab S. Training Program)*

Dispatchers shall:

1. Monitor the status of each run,
2. Make changes to runs as needed to ensure on-time service and quality service to customers,
3. Respond to Bus Operators needs and provide assistance as appropriate.
4. Guide and instruct Bus Operators during emergency events to ensure safety and security of passengers, and other stakeholder
5. Advise maintenance, operations and General Manager of scheduling conflicts, issues and/or changes to support safe and efficient operations.
Dispatchers shall remain current on the status of every run assigned. This shall be done by monitoring performed times as they are entered by Bus Operators into the Tablets and contacting Bus Operators when pick-ups or drop-offs do not appear to have been performed correctly. Dispatch Operating Procedures shall ensure that actions on potential late trips are “proactive” rather than reactive. Dispatchers will also be responsible for trouble-shooting and verifying any information in the RouteShout system not consistent with scheduled trips on paratransit and fixed route trip blocks. Trips shall be reassigned/rescheduled far enough in advance to ensure that they will be handled on-time to the maximum extent possible.

Dispatchers shall ensure that Bus Operators follow vehicle wait time policies and no-show policies. All Bus Operators shall alert Dispatchers to potential no-shows while at the pick-up location. Dispatchers shall verify the pick-up address with Bus Operators and shall attempt to contact the customer if a phone number is available as part of the trip record. If no contact can be made, Dispatchers shall use the AVL technology to verify that Bus Operators are at the correct locations before authorizing no-shows should customers subsequently call indicating that they were waiting and the vehicle did not arrive as scheduled.

Dispatchers shall request (and or review on-line, real-time vehicle data) for arrival time information from Bus Operators and shall ensure that a no-show is not authorized until the Bus Operators has waited at least five (5) minutes within the established on-time window. Dispatchers shall then enter arrival times, authorized no-show times, and landmark information into the no-show documentation screens provided by the Route Match system. Dispatchers shall ensure that negotiated pick-up times shall not be changed unless specifically requested by customers; and also get GM or Operations Manager approval. If pick-up times are changed at the request of customers (e.g., for earlier than anticipated returns), Dispatchers shall enter documentation into the trip notes file indicating the time of the call and the person calling making the trip time change request. All changes to trips outside of the designated service area, outside of regularly scheduled hours and/or for ineligible clients shall be approved by Lake County Transit prior to the performance of any trip.
Dispatchers shall never change the scheduled pick-up times of trips that are running late or that are transferred to another run. If pick-ups are running late, Dispatchers or appropriate staff shall attempt to contact the customer to inform them that the vehicle will be late and of the expected new pick-up time.

Dispatchers shall let customers know if a van has arrived early, inquire if they are ready to go, and make it clear that the van will wait (telling the customer the time equal to five minutes within the on-time window) if that is more convenient.

Dispatchers shall ensure proper implementation of the County’s’ “no strand” requirement. If customers “no-show” for a return trip, a vehicle will be sent back at a later time to transport the customer home. Customers will be asked to call dispatch when they are ready and shall be served by the next available vehicle. Customers who “no-show” on an out-going trip shall be worked into the system in a manner that does not adversely impact other customers.

Dispatchers shall communicate to the Bus Operators via radio. Dispatchers shall respond to requests to talk in the order received, unless a priority request is communicated by the client or directed by a Supervisor. In such instances, the priority request shall take precedence over the other requests. In addition, Bus Operators shall inform Dispatch whenever a passenger fails to pay their appropriate fare for the trip. Dispatchers and all Vendor employees shall ensure that all radio communications are professional and in keeping with FCC regulations. Dispatchers shall be trained in the proper procedures for all emergencies, accidents and shelter-in-place, hostage, etc. scenarios. (Tab G. Personnel; Tab S. Training Program)

Vendor shall ensure that all Dispatch personnel are trained to proficiency in basic customer service techniques and shall ensure that such personnel have a comprehensive understanding of all policies and procedures that are associated with all programs specified within this scope of work. Dispatchers shall be trained to proficiently handle all types of accidents and incidents and must have a full knowledge of the Vendor’s accident and incident policies and procedures which shall be included as part of the submittal. The Proposer should include a sample Dispatch Log with their proposal (Tab Z. Forms Dispatch Log.) The Dispatchers will be required to keep a daily dispatch log, which shall include, but not be limited to:
- Vehicle assignment
- Operator assignment
- Pull-out and Pull-in
- Late Trips
- Missed trips
- Road calls
- Incidents* (including disruptive passengers and other safety-related incidents)
- Accidents*
- Complaints
- Commendations
- All other incidents or dispatch calls that vary from normal or expected system operation.

Schedulers *(Paratransit Services).* Scheduler(s) shall be responsible for constantly reviewing the daily fixed route and paratransit runs and Bus Operator shifts structure and developing alternative structures for the Vendor’s Management and County Transit Management consideration. Schedulers and Dispatchers must be proficient in using all of the scheduling and reporting features of the Route Match system. For Schedulers, this must include, but is not limited to features related to managing the run structure, managing subscription trips, managing the “unscheduled trip” list, using the batching features, and running “exception” reports to check the workability of scheduled runs, in addition to other features not mentioned, but available in the RouteMatch system.

Scheduler(s) shall constantly review the performance of the RouteMatch system and shall identify possible issues and advise Vendor management/County Transit Management review and conduct trend analysis to ensure available vehicle and staff inventory. This shall include things such as adequate boarding and disembarking time, adequate travel time, travel time allowances by time of
day and time of the year, etc. Possible improvements shall be brought to the attention of the Vendor’s managers for consideration by the County.

The Vendor shall provide input to the County Transit Division on reservations and scheduling issues observed in daily operations (i.e. delays, disruptive passengers, etc.) to guide the County in arranging for needed system reviews and updates, to include billing, scheduling and reporting issues with the County’s system of record, RouteMatch.

Initial scheduling of trip requests onto runs shall be the responsibility of Reservationists. The Scheduler will review all runs being created by the Reservationists for accuracy and completeness. This review shall begin seven (7) days in advance of the day of service and shall be conducted each day up to the day of service. In this way, the runs will constantly be refined and improved as new trips are added. Scheduler shall ensure that all trips contain detailed client pick-up and drop-off information to include appropriate trip type (ADA/TD) an eligibility of patron. The County will not be held liable for trips provided without accurate client information and trip type.

Schedulers shall constantly scan all trip requests placed by Reservationists on the “unscheduled” list/run and shall act on and accommodate these requests promptly so that customers do not wait long periods to receive final scheduled times for trip requests they have placed. Scheduler(s) shall take subscription trip request information from Reservationists, shall review options for meeting these requests and shall then communicate any changes to the customers. The Vendor shall provide a Trip Scheduling Standard Operating Procedure with their Proposal. (Tab DD. Trip Scheduling Operating Procedure)

Schedulers shall review each run and make final adjustments, as needed, to ensure that runs are drivable, as well as efficient. This final review shall include a review of any parameter violations indicated by the Route Match software system. It shall also include a review of apparent “long rides” (i.e., rides that have long on-board times relative to the direct travel distance). Exception reports, long-ride reports and other tools available in the Route Match system shall be utilized by scheduler(s) during this final clean-up process.
All scheduled trips must be reviewed and approved daily by the Operations/Assistant Operations Manager or General Manager and submitted to the County Transportation/ADA Program Coordinator by noon on the preceding day.

**Case Worker and Travel Training.** The Vendor shall include an option in their proposal for a case worker. The Case Worker will work with potential clients in helping them to complete ADA and TD eligibility applications. The Case Worker will take the information over the phone to qualify potential clients for services. The Case worker will provide Travel Training assistance to advise clients how to use the paratransit and fixed route system, make their reservations, etc. as directed by the ADA/TD Program Manager in the Transit Division. No Travel Training will be paid for without the express written approval of Lake County Transit.

**Section 12.6.3: Work Program: Bus Operators (Fixed Route & Paratransit)**

The Vendor shall provide as part of the proposal, and updated annually thereafter in Phase II, a Bus Operators Training and Retention Program (Tab S. Training, Coaching & Counseling (Disciplinary) Program) which shall meet and/or exceed generally accepted transit Bus Operators training standards and will include National Safety Council’s defensive driving instruction. Vendor Bus Operators training shall also include operations and service training including, but not limited to, such areas as:

1. Comprehensive routes, schedules, and hours of operation;
2. Accident/Incident and emergency procedures and reporting requirements;
3. Boarding & Alighting procedures;
4. Daily Vehicle Pre-Post Trip Vehicle Inspection Requirements;
5. On-Board Training;
6. Wheelchair Lift Operation/Securement;
7. Fare Collection;
8. Defensive Driving;
9. Distracted Driving;
10. Emergency Procedures;
11. First Aid and CPR Certification;
12. Public Transit & ADA/Title VI;
13. Bus Operators Pick;
14. Safety & Security;
15. Federal and State rules and regulations (i.e. ADA, Drug and Alcohol;
16. Employee Pay/Benefits/Employee Assistance Programs (EAP);
17. Employee Conduct & Sensitivity Training
   a. Workplace harassment
   b. Disciplinary Process
   c. Drug & Alcohol Compliance
   d. Customer Service (Internal & External);
      i. Passenger Assistance methods and relations for seniors and disabled
      ii. Diffusing Conflict
      iii. Disruptive Passenger Policies;

The Vendor shall also conduct an annual and post-accident Bus Operators refresher training session. All Vendor staff who operate assigned transit revenue vehicles for Lake County Connection and LakeXpress service will receive a Bus Operator’s Manual, which shall detail all policies and procedures a Bus Operator will need to know to operate a transit revenue vehicle for Lake County Connection and LakeXpress. The Vendor’s Bus Operator’s Manual and Bus Operators Training and Retention Program shall be subject to County review and approval and all training must be documented (Tab S. Training, Coaching & Counseling (Disciplinary) Program).

The County reserves the right to review all training materials, to monitor training sessions and amend training requirements during the course of the contract. At a minimum, Vendor shall provide bi-annual refresher training to all staff and shall at County’s direction provide additional training. All training shall comply with applicable state and federal requirements. Vendor will also be responsible for providing remedial training for any Bus Operator who demonstrates a lack of appropriate training, policy adherence and/or present a direct hazard to transit system and/or public safety. Vendor must provide a policy and procedure to address remedial training/counseling and coaching for common preventable accidents and incidents within the Bus Operators Training & Retention Plan.
Performance Standard: Failure of Vendor to comply with written Training, Coaching & Counseling (Disciplinary) Program proposed to the County following any accident or incident.

Methodology: One hundred percent (100%) of all preventable and non-preventable incidents and accidents shall follow the progressive discipline of the Training, Coaching & Counseling (Disciplinary) Program outlined by the Vendor. Review of accident/incident reports, complaints and operating DVI’s and random assessments and review of staff and operator performance will ensure compliance with written procedures and must include the date of any recommended training/counseling completed.

Penalty: Failure of Vendor to adhere to counseling, training and/or disciplinary procedures outlined in their Training, Coaching & Counseling (Disciplinary) Program, to include, but not be limited to verbal warning, additional training, counseling (to include customer service) and/or suspension and fines will result in an assessment of $500.00 per non-preventable incident/accident without documented follow-thru/follow-up to include the dates of training/counseling, etc. Preventable accidents or incidents will be assessed $1,000 per occurrence.

Bus Operator Training. Vendor must provide detailed information about employee training programs as part of their proposals. All training programs are subject to review and approval by the County. All training must be to the standards identified herein and must include testing to verify employee proficiency. (Tab S. Training, Coaching & Counseling (Disciplinary) Program.)

The Vendor shall implement a continuing program of Bus Operators safety and security instructions to be maintained in a Policy/Procedure Manual. Details of the program shall be included in Proposers’ proposals and a final copy of the Safety & Security Policy/Procedure Manual shall be provided to the County within forty-five (45) days after the Notice to Proceed letter is issued.

The Vendor shall design, schedule and conduct ongoing training procedures which train and prepare all Bus Operators assigned to the Contract in a manner that conforms to all federal, state and local laws and assures the County’s operational objectives below are met.

- Provide transportation service which is safe, efficient and reliable;
- Provide transportation service which will maximize customer service; and
- Provide transportation service in a manner which will maximize productivity.
The Bus Operator training course shall, at a minimum, provide fifty-six (56) hours of classroom instruction as follows: All Bus Operators will be required to complete all training and one week of on-board training prior to transporting passengers. The Vendor will be responsible for paying the Bus Operators for their time in training and ensuring that the Bus Operators attend the training. Instruction to cover (but not limited to):

**TRAINING, COACHING & COUNSELING (DISCIPLINARY) PROGRAM.**

A review of applicable laws and regulations:

- The County’s Service Requirements, Policies and Administrative Procedures;
- Vehicle Orientation - Pre and Post Trip Inspections;
- Eight (8) hours of defensive driving and safe vehicle operations;
- Sensitivity Training - Minimum six (6) hours classroom and two (2) hours “hands-on” (including respectful language, customer assistance, working with customers with various types of disabilities, driving techniques, special consideration, loading, tie-down training and role playing).
- This training shall include empathy training, which will have Bus Operators experience first-hand what customers experience when using the service (e.g., riding up and down on a lift, entering and exiting a vehicle blindfolded, etc.).
- The sensitivity training shall also involve individuals with disabilities talking about their particular needs when traveling on the paratransit service;
- Lift/wheelchair tie-down/securement techniques and procedures for the transport of customers with wheelchairs and other mobility devices;
- Operation of radio equipment and MDT equipment in accordance with federal, state and local regulations;
- A minimum of four (4) hours of customer service training;
- Accidents/Incidents and Emergencies - Avoiding Accidents/Incidents; Emergencies; Completing Accident/Incident Reports;
- Dealing with Blood-borne Pathogens and Air-borne Pathogens;
- Fare collection and trip classification and counting;
- Policies related to harassment and sexual harassment;
- Regulations and policies regarding customer privacy and health care information;
• A minimum of four (4) hours of orientation to the service area and street network and map reading; and

• A minimum of four (4) hours of schedule reading, route planning and run completion.

• The Vendor also is encouraged to provide First Aid Training, including cardiopulmonary resuscitation (CPR).

In addition, all Bus Operators shall receive a minimum of forty (40) hours of behind-the-wheel (BTW) training in all types of vehicles to be operated under the Contract. BTW training shall be an appropriate mix of observing the operation of service by a Bus Operators-trainer or trainer and actual operation of vehicles while being observed by a Bus Operators-trainer/trainer.

BTW training also shall familiarize Bus Operators with key pick-up and drop-off locations in the Lake County service area and major highways and streets. BTW training shall be integrated with map reading training to ensure that Bus Operators can apply map reading skills on the road. A complete evaluation of driving skills and proficiency with all Bus Operators requirements shall be conducted at the end of BTW training. Additional training shall be provided if deemed necessary by the trainer. Evaluation of driving skills shall also be conducted on an ongoing basis using on-board camera systems, annually, and after any chargeable or non-chargeable accident/incident.

Training requirements shall not be waived or reduced based on employment by other companies. Prior training for employees previously employed as Bus Operators by the Vendor will be considered if the prior employment was within the past twelve (12) months and was for more than three (3) years.

Mandatory refresher training shall be provided for all Bus Operators and Road Supervisors if a pattern of preventable accidents reflects limited and/or legible attention to safe vehicle operations. Failure to improve will result in the County’s right to terminate Bus Operators who pose a threat to the safety of passengers and the traveling public as a result of their ability to perform the duties of the Bus Operator position. **(Tab S. Training, Coaching & Counseling (Disciplinary) Program.)**

No Bus Operators shall provide service for the County transportation program until such Bus Operator has been reported to County, through a certification of compliance form, of their motor
vehicle record, criminal background check, pre-employment drug test results, valid Bus Operator’s license, DOT physical, and documentation of all training. *(Tab S. Training, Coaching & Counseling (Disciplinary) Program.)*

All Vendor Bus Operators assigned to *Lake County Connection* and *LakeXpress* must be able to read, write and speak English. At the request of the County, the Vendor shall remove any Bus Operators from assigned to *Lake County Connection* or *LakeXpress* services as deemed appropriate by the County. All Vendor and/or sub contracted employees working for the Vendor in support of the *Lake County Connection* and *LakeXpress* are considered critical and essential personnel who will be required to work during declared weather and/or other emergencies. All Vendor and subVendors personnel working for *Lake County Connection* and *LakeXpress* shall be hired with this condition *(Tab Z. Forms. Essential Personnel Agreement Form.)*

The Vendor shall employ Bus Operators, maintenance and operations staff persons who are at all times during their employment legally licensed to operate the type of transit revenue and non-revenue vehicles utilized in *Lake County Connection* and *LakeXpress* Service. All Vendor staff who operate assigned transit revenue vehicles for *Lake County Connection* and *LakeXpress* must have a valid commercial Bus Operator’s license (CDL) with appropriate endorsements. The Vendor shall supply twice yearly (January and July), a listing of all staff required to have a CDL with their corresponding license copies to the County. This list should also include and identify all Safety-Sensitive employees. All employees proposed in the Contract should be listed in an Employee Roster similar to Figure 3 and included in Tab. G. *(Tab. G. Personnel)*

The Vendor shall be entirely responsible for the employment and supervision of all the Bus Operators necessary to operate LakeXpress & Lake County Connection services. Such responsibilities shall include, although not necessarily be limited to, Bus Operators recruitment, screening, selection, training, supervision, employee relations, evaluation, discipline, retraining, and termination. Vendor shall use appropriate Bus Operators screening and selection criteria in order to employ Bus Operators of County vehicles (revenue and non-revenue). These criteria will include, although not necessarily be limited to: Department of Motor Vehicles license check, criminal record check by the Federal Bureau of Investigation (FBI), FDLE and a local check, and drug and substance abuse testing in conformance with United States Department of Transportation
(USDOT) regulations and other Florida State Health & Human Services Agencies (APD, SCHA, FDFC, etc.) Vendor shall provide a Bus Operators training program which shall conform to all state and federal requirements. The County reserves the right to object to any Bus Operators and Vendor shall remove such person from providing services under this Agreement.

**FIGURE 3. Sample Employee Roster**

<table>
<thead>
<tr>
<th>Scheduled Employee</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
<th>Sunday</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Start</td>
<td>End</td>
<td>Start</td>
<td>End</td>
<td>Start</td>
<td>End</td>
<td>Start</td>
</tr>
<tr>
<td>General Manager</td>
<td>As Needed</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operations Manager</td>
<td>As Needed</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asst Ops Manager</td>
<td>As Needed</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Safety/Training Mgr</td>
<td>As Needed</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FR Road Supervisor 1</td>
<td>A.M. FR East</td>
<td>4:30 AM</td>
<td>1:30 PM</td>
<td>4:30 AM</td>
<td>1:30 PM</td>
<td>4:30 AM</td>
<td>1:30 PM</td>
</tr>
<tr>
<td>FR Road Supervisor 2</td>
<td>A.M. FR West</td>
<td>5:00 AM</td>
<td>2:00 PM</td>
<td>5:00 AM</td>
<td>2:00 PM</td>
<td>5:00 AM</td>
<td>2:00 PM</td>
</tr>
<tr>
<td>FR Road Supervisor 3</td>
<td>A.M. FR South</td>
<td>4:30 AM</td>
<td>1:30 PM</td>
<td>4:30 AM</td>
<td>1:30 PM</td>
<td>4:30 AM</td>
<td>1:30 PM</td>
</tr>
<tr>
<td>FR Road Supervisor 4</td>
<td>P.M. FR East</td>
<td>1:00 PM</td>
<td>10:00 AM</td>
<td>1:00 PM</td>
<td>10:00 AM</td>
<td>1:00 PM</td>
<td>10:00 AM</td>
</tr>
<tr>
<td>FR Road Supervisor 5</td>
<td>P.M. FR West</td>
<td>1:00 PM</td>
<td>10:00 AM</td>
<td>1:00 PM</td>
<td>10:00 AM</td>
<td>1:00 PM</td>
<td>10:00 AM</td>
</tr>
<tr>
<td>FR Road Supervisor 6</td>
<td>P.M. FR South</td>
<td>1:00 PM</td>
<td>10:00 AM</td>
<td>1:00 PM</td>
<td>10:00 AM</td>
<td>1:00 PM</td>
<td>10:00 AM</td>
</tr>
<tr>
<td>PT Road Supervisor 1</td>
<td>A.M. PT East</td>
<td>4:30 AM</td>
<td>1:30 PM</td>
<td>4:30 AM</td>
<td>1:30 PM</td>
<td>4:30 AM</td>
<td>1:30 PM</td>
</tr>
<tr>
<td>PT Road Supervisor 2</td>
<td>A.M. PT West</td>
<td>5:00 AM</td>
<td>2:00 PM</td>
<td>5:00 AM</td>
<td>2:00 PM</td>
<td>5:00 AM</td>
<td>2:00 PM</td>
</tr>
<tr>
<td>PT Road Supervisor 3</td>
<td>A.M. PT South</td>
<td>4:30 AM</td>
<td>1:30 PM</td>
<td>4:30 AM</td>
<td>1:30 PM</td>
<td>4:30 AM</td>
<td>1:30 PM</td>
</tr>
<tr>
<td>PT Road Supervisor 4</td>
<td>P.M. PT East</td>
<td>1:00 PM</td>
<td>10:00 AM</td>
<td>1:00 PM</td>
<td>10:00 AM</td>
<td>1:00 PM</td>
<td>10:00 AM</td>
</tr>
<tr>
<td>PT Road Supervisor 5</td>
<td>P.M. PT West</td>
<td>1:00 PM</td>
<td>10:00 AM</td>
<td>1:00 PM</td>
<td>10:00 AM</td>
<td>1:00 PM</td>
<td>10:00 AM</td>
</tr>
<tr>
<td>PT Road Supervisor 6</td>
<td>P.M. PT South</td>
<td>1:00 PM</td>
<td>10:00 AM</td>
<td>1:00 PM</td>
<td>10:00 AM</td>
<td>1:00 PM</td>
<td>10:00 AM</td>
</tr>
</tbody>
</table>

**Weekend PT Road Supervisor 1 / Dispatch**

<table>
<thead>
<tr>
<th>Position</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
<th>Sunday</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Start</td>
<td>End</td>
<td>Start</td>
<td>End</td>
<td>Start</td>
<td>End</td>
<td>Start</td>
</tr>
<tr>
<td>FR &amp; PT CSR 1</td>
<td>8:00 AM</td>
<td>5:00 PM</td>
<td>8:00 AM</td>
<td>5:00 PM</td>
<td>8:00 AM</td>
<td>5:00 PM</td>
<td>8:00 AM</td>
</tr>
<tr>
<td>Verification FR &amp; PT</td>
<td>8:00 AM</td>
<td>5:00 PM</td>
<td>8:00 AM</td>
<td>5:00 PM</td>
<td>8:00 AM</td>
<td>5:00 PM</td>
<td>8:00 AM</td>
</tr>
<tr>
<td>Office Manager</td>
<td>8:00 AM</td>
<td>5:00 PM</td>
<td>8:00 AM</td>
<td>5:00 PM</td>
<td>8:00 AM</td>
<td>5:00 PM</td>
<td>8:00 AM</td>
</tr>
</tbody>
</table>

**Bus Operators Requirements.** Vendor agrees to follow all federal and state standards which govern its Bus Operators. Bus Operators shall be expected to greet passengers in a pleasant manner and provide a safe and comfortable ride for all passengers.
manner and be sensitive to all passenger needs. Bus Operators are expected to minimize conversations with passengers while any vehicle is in motion. Bus Operators shall be expected to assist disabled, elderly, and other special needs passengers in boarding/alighting the bus, as necessary. Bus Operators shall not discuss aspects of the operations and vehicle maintenance with passengers which may be construed to be negative and/or undermining the system operation. Bus Operators may only operate routes and services for which they have been trained to proficiency. Bus Operators may not operate routes or services in active revenue service without documentation reflecting adequate training and demonstrated knowledge. Vendor shall submit with the proposal a proposed Driver Route & System Test for all drivers and Customer Service Representatives in Tab. S. Training Program.

All Bus Operators hiring, pre-qualifications, testing, and training shall be in accordance with 14-90, FAC, and other applicable state and federal requirements, in addition to the requirements specified in this section. All Bus Operators must maintain a bi-annual USDOT/FDOT physical examination and have pre-employment, post-accident/incident, for cause, and random drug and alcohol testing, by a County approved testing facility; the statistical results of which shall be reported to the County.

Before hiring or assigning a Bus Operator to service the Vendor shall conduct or have conducted a Level II background check based on the Bus Operator’s social security number. No Bus Operators shall be hired or assigned to the Agreement if a violation of Section 435.04, Florida Statutes, would occur. Proof of satisfactory completion of a physical examination and drug test of each Bus Operator shall be maintained in a Bus Operators file, along with other information as may be required by the County, at the Vendor’s operating facility.

Vendor agrees to maintain a file on each Bus Operator that includes copies of their annual motor vehicle records check, record of complaints, commendations and accident/incident reports, performance and documentation of training completed. In compliance with the Florida Department of Transportation, Vendor agrees to maintain a separate confidential physical and drug screen file. All Bus Operators must complete Vendor’s formal Bus Operator training program and be licensed with a valid Florida Class B Operator’s License with proper endorsements prior to entering revenue service.
Bus Operators must be properly licensed in the State of Florida to provide this type of service, and at a minimum meet the following requirements:

- Be at least 21 years of age;
- Have been a licensed Bus Operator for a minimum of three (3) years;
- Be a full or part-time employee of the Vendor;
- Be able to fluently speak and understand English, read and write in English, and pass a standardized, written English proficiency test. A second language skill in Spanish is considered a plus;
- Driving recorded shall not contain any of the following:
  - Have received no more than two (2) moving violations within the last three (3) years prior to application for this program;
  - Have received no more than one (1) moving violation within the last twelve (12) months;
  - The first Driving Safety Course taken as a result of a moving violation that appears on a five year driving record will not be treated as a moving violation and will not count against the record. All additional Driving Safety Courses that appear on a five year driving record will be treated as moving violations and will count against the record;
  - No more than two (2) accidents in the past five (5) years;
  - Any conviction of a serious traffic violation (e.g. DUI, driving with a suspended license) in the past seven years, and two or more such convictions of a serious traffic violation at any time; and
  - Two or more violations for failing to produce proof of liability insurance within a five-year period.
- Criminal record shall not contain any of the following:
  - Any conviction or deferred adjudication within the past 10 years for any felony or any drug-related offense;
  - Any conviction or deferred adjudication within the past 10 years for any theft, assault, or other conviction for any offense that conflicts with the duties of the position; and
Any conviction or deferred adjudication at any time for any offense of a serious nature (e.g. homicide, sexual assault of any degree) that conflicts with the duties of the position.

- Have three (3) full subsequent years with no violations, if license has ever been revoked;

**Bus Operator Files.** The Vendor shall maintain a file on each Bus Operator and provide a signed employee certification form (certifying that the items attached to it are true and correct) for each such Bus Operator with the following items attached to it:

- An Employment Application;
- A copy of their employee photo ID;
- A copy of a valid State of Florida Bus Operator’s license appropriate for the size of vehicle to be operated showing a non-expired expiration date;
- Copies of Motor Vehicle Records, obtained at least every six (6) months, for a prior three (3) year period.
- Verification the Bus Operators is physically capable of safely operating a motor vehicle. Verification shall be a USDOT physical exam done by a State of Florida licensed physician. DOT physicals are required every two (2) years.
- Verification that a pre-employment drug screen has been performed by a County specified DHHS certified laboratory.
- Verification that pre-employment drug and alcohol testing records have been obtained from previous employers as required by 49 CFR Part 40.
- Verification that a criminal background check has been completed.
- Complaints, commendations, and accident/incident reports.
- Documentation of all training received including types of vehicles or special equipment that the Bus Operator can operate with accompanying documentation of on the road training, documentation of drug abuse and alcohol misuse training.

**Bus Operator Responsibilities.** Bus Operators will, when requested by the County will distribute notices to passengers or otherwise render assistance in monitoring and supervising operations. Bus Operators will record accurate ridership counts by passenger category (bicycles, wheelchairs). Bus Operators will record ridership counts when requested to do so. Bus Operators will include accurate route/run information during their tour of duty.
The Bus Operator is required to perform a daily pre-trip inspection before taking the vehicle out of the yard including checking out the wheelchair lift/ramp operations, air brake systems, tire conditions, and the general exterior and interior condition of the vehicle. Any vehicle defect is to be reported to the Vendor’s maintenance manager as recorded on a Daily Vehicle Trip Sheet to be signed by a Road Supervisor and the General Manager and/or Operations Manager each day.

(Attachment # Daily Trip Sheet with Driver and Supervisor Signature)

Vendor shall ensure that all Bus Operators refrain from using cell phones, text messaging, or using portable computer equipment while driving. Bus Operators found to be using a cell phone or other electronic device while driving will be terminated upon notice. Vendor must replace any terminated Bus Operator within twenty-four (24) hours.

*Daily Pre-Trip Inspection, Vehicle Defect Cards.* The Vendor shall require each Bus Operator to complete a pre-trip and post-trip inspection prior to the beginning of any shift. The Bus Operator shall submit a written report indicating the condition of the vehicle and listing all defects and deficiencies likely to affect safe operation or cause a mechanical malfunction.

In accordance with 14-90, FAC, the inspection must include and test the following parts and devices to ascertain that they are in safe condition and good working order:

- Service brakes;
- Parking brake;
- Tires and wheels;
- Steering;
- Horn;
- Lighting devices;
- Windshield wipers;
- Rear vision mirror;
- Customer doors;
• Exhaust system;
• Equipment for transporting wheelchairs;
• Safety, security, and emergency equipment; and
• Communications equipment, including two-way radios, Tablets and Camera’s also shall be tested prior to each shift.

Daily Vehicle Inspection (DVI). Each Bus Operator shall inspect his/her assigned vehicle to ensure that it meets with state safety requirements before pulling out of the yard. If there are any defects, the Bus Operator must enter the defects on their daily vehicle inspection form. If there are no defects, the Bus Operator must sign and date the daily vehicle inspection form prior to leaving the yard.

The daily vehicle inspection form shall remain with the vehicle for the duration of the day and shall be replaced on a daily basis. Any identified defects must be brought to the attention of the Supervisor on duty and the maintenance staff on duty. The Operations Manager and/or General Manager, and Road Supervisor must “sign off” on each DVI daily.

Defects must be inspected and appropriate action taken and documented. Any required work shall be noticed and provided to the Vendor’s Maintenance Manager for repair. The Vendor must identify their proposed protocol to be followed regarding issues found during the (DVI) and how that will be addressed via an IMS, and or other procedure (Tab. Z. Forms. DVI).

All wheelchair lift/ramp-related equipment will be inspected, serviced, and lubricated at intervals necessary to ensure that the wheelchair lifts/ramps are fully operational whenever the vehicle is used in revenue service. Records will be maintained in regards to the maintenance and inspection of all such equipment. All wheelchair securement devices shall be inspected, serviced and maintained at intervals necessary to ensure that the equipment is fully functional whenever the vehicle is used in revenue service. If any securement device or straps are missing, Vendor shall bear the sole responsibility for replacement. Records must be maintained in regards to the maintenance and inspection of all such equipment.
Brake inspections and adjustments shall be performed at intervals that ensure the safe and efficient operation of the braking system. County shall maintain brake systems so as to minimize brake noise.

All components of the bus bodies, appurtenances, and frames shall be maintained in a safe, sound, and undamaged condition at all times. Repairs to damage (including body, and all bus appurtenances) shall be made as soon as possible in accordance with the maintenance requirements in Section 12.

All odometers for vehicles must be inspected on a semi-annual basis to ensure proper mileage reporting. The Vendor shall immediately notify the County if an odometer or gauge is found not to be working.

County shall equip each vehicle with:

(a) A dry chemical fire extinguisher, type 1A: BC, bearing the label of Underwriter’s Laboratory, Inc., of five (5) pound capacity equipped with a pressure gauge, mounted and easily accessible to the Bus Operators.

(b) A first aid kit with a minimum of twenty-four (24) units as specified by the Florida Department of Transportation, Public Transit Office, Technical Specifications for Modified Vans (Document FVPP00-01-MV), mounted at a location easily accessible to the Bus Operators.

(c) Three safety triangles secured in a convenient location which will not interfere with customers.

(d) Blood borne pathogen spill kits (“Bio-Hazard Kit”).

• The Vendor shall maintain a current vehicle record in the RouteMatch software.

Section 12.6.4: Dress Code & Conduct

• Identification. All Vendor staff shall be required to wear uniforms consisting of a legible photo identification card/security badge with their name visible with the County transit logo and appropriate lost/found information on the back of the ID card. This identification card must be work visibly on County property and during the operation of County vehicles. The following are the photo ID requirements:
• Upon certification of authority to operate and perform services to Lake County under the Contract, the Bus Operators shall receive, from the Vendor, a name tag in the format prescribed by the County that must be worn at all times while on duty. The name tag shall include the Bus Operator’s “head shot” photo, Bus Operator’s name, and the Vendor name.

• Vendor must issue a photo identification badge to all employees of the Vendor upon hire and before Bus Operators (and trainees) enter into revenue service on behalf of Lake County.

• All Bus Operators are required to prominently display photo identification badge while working for Lake County.

• Operator Photo ID badges shall be worn on the right shoulder in a manner facing all boarding passengers at all times.

**Uniform.** Vendor must provide a uniform package consisting of dress shirts, slacks, shorts, skirts, socks, shoes/boots (preferably steel toe), cap, an outer jacket and rain coat. Bus Operators must wear khaki pants, shorts or skirts (not more than three inches (3”) above the knee for shorts, skirts and skorts) and appropriate tucked-in, long-sleeve or short sleeve polo or button-front shirts consistent with the County’s color scheme of royal blue (polo’s) or light blue and royal blue for button-front shirts. All Shirts, outer coats, and caps shall include a County-approved system logo. Only uniforms items approved by the County are allowed. Uniforms shall be worn only when providing service for the County and shall not be worn in any other service which may be provided by the Vendor.

**Uniform Condition.** Uniforms must be professional in appearance, fit well, be clean, wrinkle free and in good condition. All shirts must be tucked in and pants/skirts/skorts and shall not be worn below the waist. Shoes must be rubber soled, closed toe and with laces. Bus Operators shall at all times maintain proper grooming and personal hygiene. The County is not responsible for providing uniforms. Vendor should provide sample Uniform Policy and Images of proposed uniform. *(Tab. EE. Uniform Policy.)*

**Grooming.** Hair and facial hair shall be clean and neatly trimmed;
Safety. Considerations for operator and rider safety shall be applied to all dress code components.

The successful Vendor will be required to provide a proposed dress code and sample uniform prior to award of the Contract and thirty (30) days prior to start of operations for Bus Operators and all other staff and management, for approval by the County. The Vendor shall see that Bus Operator’s uniforms remain in good repair and do not appear old or worn out. Uniforms that are not in good repair shall be replaced at the Vendor’s expense.

Conduct. Bus Operators and staff and management shall not eat, drink, or use tobacco products while their vehicle is in revenue service, but may eat or drink nonalcoholic beverages on board while their vehicle is on scheduled break or layovers provided the bus is cleaned. The use of tobacco products in County vehicles shall be prohibited at all times. Bus Operators shall not solicit or accept gratuities, tips or any other money or favors from passengers except the fare they are directed to collect.

All Bus Operators, staff and management shall maintain a pleasant, courteous, professional demeanor. Rudeness or unprofessional behavior by Bus Operators or other Vendor staff and/or management is unacceptable. If a Vendor employee or subcontracted employee is not serving customers or County staff or management appropriately, and this is documented through telephone, tape recording, bus video or other evidence, the County may require that the employee not operate or use County equipment and/or require the Vendor to provide refresher training to the employee. If unprofessional conduct continues, the County may require that the employee be removed from direct service to customers, to include termination. (Tab S. Training, Coaching & Counseling (Disciplinary) Program)

Since Bus Operators are the first line out in the field, Bus Operators feedback about schedules, customer needs, vehicle maintenance and facility condition (bus stops, benches and shelters) and working conditions is imperative. The Vendor shall have on-going mechanisms, including a minimum bi-weekly Bus Operators meetings, to capitalize on Bus Operators feedback. The County shall be allowed to participate in Bus Operators meetings, unless proprietary, confidential and/or Vendor-only information is to be disseminated and County staff participation will compromise the
state purpose of the meeting. (Tab Z. Forms. Bus Operator Daily Report of Issue, Concerns or Recommendations)

All Vendor Bus Operators, staff and management must be able to read, write and speak the English language sufficiently to, at minimum, converse with the general public, understand highway traffic signs and signals, understand street signs and maps, understand routes, schedules and detour notices, respond to dispatch, and complete incident and accident reports, and any other document or report requested.

The Vendor shall provide an adequate pool of Bus Operators and scheduled extra board Bus Operators to ensure that all scheduled runs are covered and pull-out on-time. All employees must demonstrate the proper qualifications for obtaining and maintaining employment under the County’s contract with Vendor. The County reserves the right to have any employee of Vendor removed from operating County equipment and removed from County property at any time and for any reason. Upon written demand of County, the Vendor shall immediately remove any employees from operating County equipment or from County property whom County considers unsuitable for such work from activities associated with this Contract. Removed employees must be replaced within twenty-four (24) hours.

A written record from the State of Florida Motor Vehicles Department shall be obtained every six (6) months for each Bus Operators for the duration of the Contract and this record shall be included in the Bus Operator’s personnel file. The Vendor must maintain a record of each Bus Operator’s work period which shall include total days worked, on-duty hours, driving hours, and time of reporting on and off duty each day. Bus Operators work hours must follow the requirements of Chapter 14-90, FAC and any other applicable federal law. Individual employee files shall be maintained for each employee. These files shall include all documentation of required qualifications and training. They shall also include documentation of all commendations, reprimands, and evaluations.

**Section 12.6.5: Staff and Bus Operator Wage, Benefits and Incentives**

The Vendor shall provide the following training and safety support, at no extra cost to the County:
• A safe driving awards program;

• Monitoring and inspection of Bus Operators’ Motor Vehicle Records at least every six (6) months;

• Ensuring the availability of vehicle(s) as required for training programs; and

• Promotion and reinforcement of driving and safety principles by the Vendor’s management and supervisory staffs, policies and programs.

• The Vendor shall maintain an incentive and safety program to support the County goal of providing a high quality transportation program for customers. These programs shall be detailed in writing and implemented routinely (Tab. G. Personnel. Employee and Safety Incentive & Driver Retention Program)

• Incentives should be awarded at regular Bus Operators meetings to ensure high visibility among other employees and the County.

• Employee Compensation Program – Describe proposed staff and Bus Operators pay, as shown in an hourly wage, and Bus Operators benefits (including health coverage, vacation pay, and sick leave). This plan shall include all employees including but not limited to Bus Operators, Dispatch, Customer Service Representative,Schedulers, Maintenance staff (as described additionally in the Price/Cost Sheets), General Manager, Operations Manager, Safety and Training Officer and all Road Supervisors (Fixed Route and Paratransit) and other support staff for the Contract.

• Proposals should include a line by line itemized breakdown of each personnel position and/or category the Vendor intends to employ as well as any mandatory proposed contributions to benefits or other company wide deductibles.

• The Vendor shall demonstrate it has an acceptable recruitment and hiring program, which is intended to minimize Bus Operators turnover and retain a high quality Bus Operators work force. The Vendor shall offer a reasonable wage and compensation package, coupled with a supportive work environment.

**Section 12.6.6: Staff and Bus Operator Recruitment**

A successful recruitment program will require a very aggressive hiring plan and competitive wages/benefits to hire and retain qualified employees. Describe hiring strategy, anticipated turnover rate, incentive plans, retention strategies, and other assumptions regarding hiring plans to
meet start-up requirements that indicate the Vendor’s understanding of the Lake County job market.

As part of their initial proposal, the Vendor must indicate hourly wage and/or salary to be paid for each position in order to demonstrate a realistic business plan for the Lake County market. The Plan shall include the following:

- Training wage;
- Starting wage;
- Schedule of wage increases;
- A complete description of all fringe benefits and required employee match associated with these benefits;
- Incentive programs

The Vendor’s administrative, operations and maintenance personnel shall have demonstrated experience and skills in the work to be performed. The Vendor’s administrative and operations staff and management shall be fully knowledgeable of all FTA, ADA, Title VI and related federal, state and local laws that govern the provision of public transit services for fixed-route service and paratransit services, as funded by Sections 5310, 5311, 5307, 5339, etc. Additional weight will be given to the qualifications of the Vendor’s administrative and operations personnel who have demonstrated and present certificates for relevant National Transit Institute (NTI) and Transportation Safety Institute (TSI), or equivalent training. (Tab. G. Personnel. Employee and Safety Incentive & Driver Retention Program)

Section 12.6.7: Employment and Labor Relations Requirements

Each Proposer shall include in its submittal in response to this RFP a demonstration of its ability to provide effective employee and labor relations, including a description of its specific plans and timetable for complying with the employment and labor requirements established with the ensuing Contract.

Hiring Rights for Existing Represented Employees of Current Third Party Vendor and its SubVendors.
(1) **Employment of Existing Workforce**: The Vendor shall offer employment to all bargaining unit employees who are represented by a Union and/or the Local Amalgamated Transit Union (ATU) (ATU Local or Union) and employed by the Lake County’s most recent third party vendor and/or it’s subVendor’s. Such employees shall be employed in positions with the Vendor that are comparable to those which they held as employees of Lake County’s most recent third party vendor and/or it’s subVendor’s.

(2) **Conditions on Hiring**: Notwithstanding Section 12.6: Personnel and other requirements, the Vendor shall not be required to offer employment to any person otherwise eligible for employment under this requirement who: (A) fails to successfully complete required drug and alcohol testing; (B) fails to successfully complete any physical examination required under the provisions of the collective bargaining agreement with the prior employer; (C) fails to meet the criminal background check standards of Lake County, the state of Florida or any of the human services organizations, as specified in the Request for Proposals; or (D) are not in good standing following review and approval of Lake County government.

**Union Representation.** The Vendor shall recognize the ATU Local as the authorized representative, for purposes of collective bargaining, of its employees who perform work of the type performed by the prior third party vendor and/or it’s subVendor’s staff represented by the ATU Local. The Vendor shall bargain collectively with ATU Local in accordance with this Section concerning the terms and conditions of employment of such employees.

**Establishment of Initial Terms and Conditions of Employment:** The Vendor shall establish its initial terms and conditions of employment in accordance with the mandatory labor terms and conditions set forth below. The mandatory terms and conditions in below must be established at the outset of employment and will apply until a collective bargaining agreement is developed with the union.

**Negotiation of CBA:** The Vendor shall negotiate a collective bargaining agreement with the Local ATU 1091 that includes, without limitation, the terms and conditions below, unless the Vendor and the Union expressly agree to alternative terms. The Vendor shall commence collective
bargaining negotiations with the Local ATU as promptly as possible or upon demand from the Union and shall negotiate in good faith with the goal of reaching a collective bargaining agreement with the Union as soon as feasible.

*Mandatory Terms and Conditions:* The collective bargaining agreement between the Vendor and Local ATU must contain (at a minimum) all of the terms, conditions, and subjects specified in this subsection, unless the Vendor and the Union expressly agree in writing to alternative terms.

1. **Seniority Rights** -- The Vendor shall recognize the seniority rights of represented employees in accordance with the existing seniority roster at the prior third party vendor and/or its subVendor’s. Seniority shall apply to those matters normally subject to seniority status under collective bargaining agreements in the transportation industry, including layoffs, re-hiring/return from furlough, bidding on routes and services, and selection of vacation.

2. **Health and Welfare** -- The Vendor shall offer health, disability, dental, life, and accidental death insurance for its employees that is substantially equivalent or better, in terms of type and scope of coverage, to the insurance coverage offered by the prior third party vendor and/or its subVendor’s. The Vendor shall bargain collectively with the Local ATU regarding employee contributions to premiums, co-payments, deductibles, and other economic matters relating to such insurance.

3. **Retirement** -- The Vendor shall provide a retirement plan for its employees. The Vendor shall bargain collectively with the Local ATU over the terms and conditions of such retirement plans, including the levels or amounts of employee and employer contributions to the plan.

4. **Wages** -- The Vendor shall pay each employee of the prior third party vendor and/or its subVendors who is hired under this Contract an hourly wage, at the outset of his or her employment with the Vendor, that is not less than the hourly wage in effect for such employee on the date of his or her separation from employment with the prior third party vendor and/or its subVendor's.
(5) **Grievances** -- The Vendor shall establish a procedure for the consideration, appeal, and resolution of grievances.

(6) **Discipline** -- The Vendor shall establish a procedure for handling employee discharge and other discipline that allows for discharge or discipline if work is not satisfactory or for other just cause and that provides advance written notice to the employee, an opportunity for response before a proposed disciplinary action becomes final, and a process for appeal to a neutral party.

(7) **Accrued Leave** – The Vendor shall assume all accrued sick and vacation leave of the employees hired under above, as such leave is in existence on the date of the employee’s termination of employment with the prior third party vendor and/or it’s subVendor’s. This will include any vacation earned in 2015 that has not been taken and any vacation earned in 2016. The Vendor shall also honor the vacation markup that the prior third party vendor and/or it’s subVendor’s will have allotted from the employee’s hire date through December 2016, which has not been utilized.

*Employment Requirements for Employees Not Represented by a Collective Bargaining Unit (CBU)*

**Hiring.** (1) The Vendor shall provide preference to employees of the prior third party vendor and/or it’s subVendor’s whose positions are eliminated as a result of the labor structure change when filling equivalent positions in the Vendor’s staffing plan, with the exception of positions identified as “Key Staff”. Such preference will include providing an interview and a job offer to those employees who apply for Vendor positions before recruiting to fill the positions with other candidates. The list of these affected employees, their current positions and annual salaries will be provided upon request.

(2) **Conditions on Hiring:** Notwithstanding Section 12.6: Personnel and other requirements, the Vendor shall not be required to offer employment to any person otherwise eligible for employment under this requirement who: (A) fails to successfully complete required drug and alcohol testing; (B) fails to successfully complete any physical examination required under the provisions of the
collective bargaining agreement with the prior employer; (C) fails to meet the criminal background check standards of Lake County, the state of Florida or any of the human services organizations, as specified in the Request for Proposals; or (D) are not in good standing following review and approval of Lake County government.

This provision is not meant to prevent the Vendor from determining the number and types of non-bargaining positions required to operate the service.

*Wages.* The Vendor is expected to set pay levels for employees hired in positions equivalent to their current positions that is at least equal to the employee’s current pay. The annual compensation amounts for positions that will be eliminated by the prior third party vendor and/or it’s subVendor’s will be provided upon request.

*Health Benefits.* The Vendor shall offer health, disability, dental, life and accidental death insurance for these employees that is substantially equivalent, in terms of type and scope of coverage to the insurance coverage that the prior third party vendor and/or it’s subVendor’s, non-bargaining employees currently have. The employee/employer contribution structure is left to the discretion of the Vendor.

**Section 12.7: DATA GATHERING AND REPORTING REQUIREMENTS**

*Section 12.7.1: Records Retention and Operating Reports*

*Performance Reporting.* Vendor shall collect data as required and provide monthly statements showing a comparison of the transit system’s past performance to the current performance as required by the County. The County will provide data for past years’ performance, if available. The report types specified below are minimums. Vendor shall work with the County to develop a
mutually acceptable reporting format for any system performance reporting. The reports should be provided within 10 days after the end of each month, except where noted.

*County Requirements.* Vendor shall provide all information and reports as required and will permit access to books, records, subcontracts, accounts, other sources of information, and facilities as may be requested by the County. Complete and updated copies of all such records shall be maintained on the premises at the County. Records, data and all information in support of Lake County Connection and LakeXpress shall be maintained in an electronic format using the County’s system of Record, RouteMatch for all scheduling data and other systems the County requires to ensure data integrity.

*Changes.* The County reserves the right to add to, modify, or delete reports that are required herein.

*Record Retention.* Vendor shall retain all financial books, records, and other documents relevant to the Contract for seven years after final payment or until after resolution of any audit inquiries, whichever is longer. Federal, state, or County auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy, and make use of any and all said materials. Complete and updated copies of all such records shall be maintained on the premises at the County and the Vendor’s site where work is performed in support of the Contract.

*Service Reports.* The following reports shall be required:

*Service Provision Report.* Vendor shall be required to submit a daily service provision report by 5:00 p.m. on the following. The contents of the report shall be at the discretion of the County, but, at a minimum, the report shall indicate total and Revenue Hours and Revenue Miles, Vehicle Hours and Vehicle Miles, total ambulatory passengers and total wheelchair passengers, Service Disruptions, and Missed trips from the prior day’s service.

*Accident Reports.* Accident reports shall be delivered or transmitted to the County within 24 hours of the occurrence. In the event of critical accidents/incidents that involve fatalities, serious injuries, felonies, or media attention, County staff shall be notified immediately.
with specific details to issue the requisite traffic alerts, media notices and other data pertinent to transfer a news report to all County staff and/or agencies and leadership. If necessary, Vendor must conduct a DOT Post-Accident Test. Vendor is required to provide a DVD of all camera views (if the bus is so equipped) of any and all accidents involving County vehicles and/or passengers on County buses. Vendor should provide with their proposal a **Sample Accident/Incident Report Form**.

**Monthly Electronic Reports.** Vendor must complete and transmit to County staff electronic reports, which shall comprise all operational, performance, staffing and financial data no later than the 10th day of the following month.

**Daily Activity Report.** Vendor’s Road supervisors shall complete and submit a daily activity report stating, e.g., where they were located, who they talked to, complaints they addressed, accidents they handled, Bus Operator/staff issues and concerns in the field and other like information.

**Complaint/Commendation Report.** Vendor shall maintain a ledger of all complaints received directly by Vendor (through drivers, dispatch, CSR’s or other staff) from riders and any members of the public in monthly reports to be submitted to the County upon request at regular intervals. The Report should include at a minimum the date, time, route, direction, weather and operating conditions, location of complaint, whether it is a service or facility (i.e. bus stop, shelter, etc.).

**Maintenance Report.** Summarize the maintenance activities by vehicle, date, and odometer performed throughout the month, e.g. amount of oil, transmission fluid, and fuel used, number and types of preventative maintenance performed during the month, preventive maintenance, and warranty work showing date and miles of such activities. **More details are provided in Section 12.**
**Down Bus Report.** On a weekly basis Vendor should provide a report listing the unit number, mileage, repair needed, and expected return to service date for buses that are taken out of service for repairs.

**DBE Participation Reports.** Vendor shall provide reports of the total amount paid to DBE subVendors working on the Contract in order to measure compliance with the County’s DBE participation goal. Any discrepancies must be noted and explained. Reports shall be submitted monthly and at the close of the Contract. See Attachments P and Q.

**Other Reports.** Vendor shall provide other data and information about the Contract service as reasonably requested by the County.

**Summary of Required Reports.** Vendor shall provide, at a minimum, the following reports at the frequencies noted or upon the County’s request:

![FIGURE 4. OPERATING REPORTS](image-url)

<table>
<thead>
<tr>
<th>Report</th>
<th>Collection and Reporting Frequency</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accident and Incident</td>
<td>Per occurrence</td>
<td>Accident report to include a copy of written police reports and/or Vendor Report within 24 hours of occurrence, including a copy of the post-accident drug test results if applicable.</td>
</tr>
<tr>
<td>Critical Accident and Incident</td>
<td>Per occurrence</td>
<td>Verbal notification immediately where fatalities, serious injuries, felonies, or media attention occur with a follow-up written report within 24 hours.</td>
</tr>
<tr>
<td>Service Provision</td>
<td>Daily</td>
<td>Summary report of service provided that includes, at a minimum, revenue hours, miles and passengers; vehicle hours and miles; Service Disruptions, Missed Trips, and w/c lift &amp; ramp failures, wheelchair and bicycle usage.</td>
</tr>
<tr>
<td>Service Disruption/Missed Trips</td>
<td>Within 1 hour of event/Daily</td>
<td>Disruption of service or missed trip, bus swaps, etc., verbal notification immediately and documentation in Daily Service Provision report.</td>
</tr>
<tr>
<td>Ridership</td>
<td>Daily</td>
<td>Passengers by mode; ridership by hour to determine peak and off-peak utilization</td>
</tr>
<tr>
<td>Customer Relations</td>
<td>Per occurrence</td>
<td>Customer contacts by type and Operator, location to include commendations, complaints and concerns to be documented in the monthly Complaint/Commendation Report.</td>
</tr>
<tr>
<td>On-Time Performance</td>
<td>Daily</td>
<td>By mode</td>
</tr>
<tr>
<td>Metric</td>
<td>Frequency</td>
<td>Description</td>
</tr>
<tr>
<td>------------------------------------</td>
<td>-------------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Overtime</td>
<td>Daily</td>
<td>By bus operator</td>
</tr>
<tr>
<td>Efficiency</td>
<td>Monthly</td>
<td>The passengers per vehicle revenue hour ratio</td>
</tr>
<tr>
<td>Safety and Security</td>
<td>Daily</td>
<td>Vehicle and passenger accidents; security incidents (NTD categories and definitions apply)</td>
</tr>
<tr>
<td>Service Calls</td>
<td>Daily</td>
<td>Details by vehicle number and route; type and description of any event requiring off-site maintenance personnel intervention to be documented in Daily Service Provision from prior day’s service.</td>
</tr>
<tr>
<td>Mileage and Hours</td>
<td>Daily</td>
<td>Scheduled revenue miles and revenue hours; actual revenue miles and revenue hours; actual vehicle miles and hours; deadhead miles and hours; missed revenue miles and revenue hours, total revenue miles and hours; non-revenue vehicle miles and hours (e.g., training, events, etc.)</td>
</tr>
<tr>
<td>Vehicle Repairs and Condition Report</td>
<td>Daily</td>
<td>By vehicle, summary of major component work, current status of major components, preventive maintenance intervals completed, fuel and fluids consumption</td>
</tr>
<tr>
<td>Down Vehicle Report</td>
<td>Daily</td>
<td>By vehicle, by day with description of problem and resolution schedule (repair due date, etc.)</td>
</tr>
<tr>
<td>Employee Turnover</td>
<td>Monthly</td>
<td>Number of employees, reason for turnover by category, employee turnover ratio</td>
</tr>
<tr>
<td>New Employees</td>
<td>Monthly</td>
<td>Name of employee and position held to include Training Schedule</td>
</tr>
<tr>
<td>Extended Service/Special Events</td>
<td>Per occurrence</td>
<td>Rides provided, including the number of minutes of service, miles, trips and User names, origin and destination addresses, number of Users per trip.</td>
</tr>
<tr>
<td>Drug and Alcohol</td>
<td>Quarterly</td>
<td>FTA drug and alcohol management information system (“MIS”) report in accordance with FTA and Human Resources requirements.</td>
</tr>
<tr>
<td>Field Supervisors</td>
<td>Daily</td>
<td>Locations, contacts, complaints, accidents, incidents, etc. training, management, field investigations, etc. as outlined in Section 12.7.2</td>
</tr>
<tr>
<td>Fare Box</td>
<td>Daily</td>
<td>Daily tabulation of all fare box revenue received from all modes and summary of passes sold and distributed by bus, route, block, date and time. Daily pass and fare box collection report.</td>
</tr>
<tr>
<td>Percentage Breakdown of Expenses by Category</td>
<td>Daily and Monthly</td>
<td>Breakdown by the following NTD categories: General Administration, Vehicle Operations, Vehicle Maintenance, and Non-Vehicle Maintenance</td>
</tr>
<tr>
<td>DBE Report (F-3)</td>
<td>Quarterly</td>
<td>Documents monthly amount paid to DBE subVendors</td>
</tr>
<tr>
<td>DBE Report (F-4)</td>
<td>Quarterly</td>
<td>Documents total amount paid to DBE subVendor</td>
</tr>
</tbody>
</table>
DAILY REPORTS

Vendor shall provide daily reports for the County reporting the following: 1) missed trips; 2) on-time performance or load issues; 3) revenue miles and hours, deadhead miles and hours, 4) road calls and reason, and; 5) bus swaps and reason; 6) coordination issues with Lynx, 7) pullout issues; and 8) the amount of time the road supervisors spent performing duties other than supervising on-the-road activities. The Vendor shall be responsible for the provision of daily reporting capabilities generated by the Automatic Vehicle Location and RouteMatch system. The Vendor must maintain daily transaction reports for compilation into monthly report summaries for fares, pass sales, customer contacts including walk-in, telephone, internet and fax.

The following reports shall be submitted to the County each weekday morning with information for the prior day. Information for Friday, and Saturday is to be submitted on Monday mornings.

- Fixed Route/Paratransit/ Deviated fixed route trip counts
- Daily Farebox total
- Manual count of all passes
- Fixed route and paratransit dispatch logs
- Written Accident/Incident Reports
- Completed Customer Service Reports
- Daily Activity Report (DAR/) missed service report
- Vehicle Down Report – should document all County-owned vehicles, the total number of days down.
- In-service vehicle failures.
- Fixed route buses operating more than fifteen (15) minutes behind published schedule.
- Paratransit buses operating more than thirty (30) minutes behind promised schedule.
- Lift failures on buses in service.
- Passenger disturbances
- Passenger injuries and vehicle accidents/incidents.
• Buses running out of fuel in vehicle service.
• Any cross fueling of vehicles.

Vendor shall identify, record, and report to the County, on a monthly basis the number of all paratransit trips made. The report shall identify the number of passengers by program or grant, trip purpose, and trip type. The report shall include monthly expenditure of funds by program or grant, and shall detail demographic, operational, and financial data regarding coordination activities in the designated service area. The report shall indicate whether the number of trips is less than or exceeds the monthly budget and the year to date budget.

The Monthly Operating Report shall include, at a minimum, the following data:
• Total one-way eligible customer trips requested
• Total capacity denials
• Total eligibility denials
• Total trips refused
• Total trips scheduled
• Total trips scheduled more than 60 minutes from requested time
• Total advance cancellations
• Total late cancellations
• Total no-shows
• Total missed trips
• Total trips provided to eligible customers
• Total PCAs transported
• Total companions/escorts transported
• Total customers (eligible customers, PCAs, companions)
• Total eligible customer will-call trips
• Total vehicle hours (pull-out to pull-in)
• Total vehicle-revenue-hours (first pick-up to last drop-off less scheduled breaks)
• Total deadhead vehicle-hours
• Total vehicle miles (pull-out to pull-in)
• Total revenue miles (first pick-up to last drop-off less scheduled breaks)
• Total deadhead vehicle miles
• Number and percent of on-time one way trips
• Total unmet trip requests by type, and the reason the trip was denied.

The information shall list the trip type, medical, nutritional, employment, educational, etc.
The Monthly Operating Report shall also contain a daily summary of telephone performance.
Performance for each separate call group (reservations, dispatch, general information) shall be provided. The Report shall include:

• The number of calls received;
• The number of calls answered;
• The number of abandoned calls;
• The average hold time for all calls by hour for each day;
• The maximum hold time for all calls by hour for each day;
• The average and maximum hold times for abandoned calls;
• The average talk time;
• The number of agents on duty by hour of each day.

The Vendor must immediately notify the County when their phone system is not operational. The Vendor must have a system in place to periodically check the phone system to make sure it is operational at all times service is being provided.

**MONTHLY REPORTS**

• Farebox Report
  o To include percent of farebox return (percent of operating cost recovered through farebox.)

• Road Call Report
  o Delineating preventable and/or non-preventable and the causes. “Preventable” Road calls result from deficiencies in regular routine maintenance, bus operator error, training errors and oversight, maintenance technician oversight or related issues. “Non-preventable” road calls are those which could not be anticipated. The County reserves the right to negotiate road call preventability categories
during the post-award, pre-initiation process. A Road Call Report shall be generated each time there is a road call. The Vendor shall maintain a log of all such calls to determine the cause, time, frequency, and any other relevant information.

- Accident & Incident Report
- Trip Reports (Paratransit Missed, Denied, Cancelled, etc. by service (ADA or TD)
- Trip Reports (Fixed Route missed and late)
- Fuel Consumption Reports
- Ridership by mode
- Revenue Miles/Hours; Deadhead, etc. (Report of scheduled and actual revenue miles and hours, vehicle miles, passengers per revenue hours and miles.)
- Preventive Maintenance
- Complaints/Commendations
- Vendor Staffing Level Report
  - To include staffing levels, vacancies, trainings, etc. Unless otherwise waived by the County, the Vendor shall submit a “Monthly Vendor Staffing Report” with its monthly invoice that must report any position vacancies, turnover rate since the start of the fiscal year, number of regular hours performed by non-salaried staff (by position category), number of overtime hours performed by non-salaried staff (by position category), and monthly salaries and benefits paid (by position category).
  - This report shall further include the names of each employee, seniority with the Vendor’s organization and seniority under the County Contract with the Vendor, if different, and individual status as a part-time, temporary or full-time employee. Vendor shall provide additional staffing details as required by the County.
- Invoices

**QUARTERLY REPORTS**

- Safety Manager Ride Check Reports
- Preventive Maintenance Reports
• DBE procurements report  
• Drug and alcohol program report  
• Ridership Trends for Fixed Route and Paratransit

**ANNUAL REPORTS**

• Drug and Alcohol MIS report  
• NTD Report (Miles, hours, etc.)  
• Annual Operating Report for Transportation Disadvantaged (TD) Program

### 12.7.2: Federal Transit Administration Reporting Requirements

*National Transit Database.* In accordance with FTA guidelines, the Vendor will be responsible for the tracking, collecting and preparation of National Transit Database report data. Lake County may also require random sampling of passenger loads, as required by NTD every three years. Lake County will work with the Vendor to develop data collection processes and procedures. The Vendor will also be required to participate in and support NTD audits and program reviews as needed.

The Vendor shall track NTD Revenue Service Miles and Hours, NTD Total Miles and Hours, and report totals on a monthly and yearly basis. NTD Revenue Service Miles/Hours, Deadhead Miles/Hours, and Total Miles/Hours, are defined as:

a) Revenue Service (Miles/Hours): The time when a vehicle is available to the general public and there is an expectation of carrying passengers. These passengers either directly pay fares, are subsidized by public policy, or provide payment through some contractual arrangement.

b) Deadhead (Miles/Hours): The miles and hours that a vehicle travels when out of revenue service. Deadhead includes:

1) Leaving or returning to the garage or yard facility, or
2) Changing routes and when there is no expectation of carrying revenue passengers.

c) Deadheading:

1) Vehicles traveling from a dispatching point to the first passenger pick-up point are considered deadheading and are not included in revenue service. Therefore, do not report this travel as NTD revenue service miles/hours.

2) Vehicles traveling back to a dispatching location are considered deadheading. Do not report this travel as NTD revenue service miles and hours.

3) Vehicles traveling with or without passengers while available to carry passengers between pick-up/drop-off points are considered NTD revenue service miles and hours.

4) If vehicle storage and maintenance locations are different from the dispatching locations, travel between any of these locations is considered deadheading.

d) NTD Revenue Service Miles/Hours: NTD revenue service miles and NTD revenue service hours include all travel and time from the point of the first passenger pick-up to the last passenger drop-off, excluding lunch-breaks if any, as long as the vehicle does not return to the dispatching point. In addition, NTD revenue service miles/hours include the distance and time to pick up the next passenger. This data is actual (not scheduled) and shall be input into the Route Match System.

e) NTD Total Miles/Hours: the distance and time from gate departure to gate return, excluding lunch-breaks, if any. NTD Total Miles/Hours include revenue service and deadheading to and from the garage or yard facility. Vehicle Pre/Post-Trip Inspection time, Training and Maintenance travel and time are not included in NTD Total Miles and Hours. This data is actual (not scheduled) and shall be input into the Route Match System.
Vendor must submit the required data to County staff no later than 10 days after the end of each month. Vendor is responsible for remaining up to date on the FTA’s NTD Safety and Security requirements. Vendor is required on an annual basis at the end of the County’s fiscal year to provide a breakdown by percentage of the expenses attributed to the following categories: General Administration, Vehicle Operations, Vehicle Maintenance, and Non-Vehicle Maintenance. Vendor must submit the required data to County staff no later than 45 days after the end the County’s fiscal year. The successful Vendor will provide, within 60 days of award of the Contract, a Percentage Breakdown of Expenses Report based on the hourly rate bid in the Cost Proposal.

*Federal Triennial and State Management Reviews.* Vendor will participate in Triennial and State Management Reviews (TR and SMR’s) and specialized reviews as required in accordance with 49 CFR.

*Drug and Alcohol Management Information System (MIS) Reporting.* Vendors will be subject to and required to comply with all FTA and USDOT drug and alcohol testing regulations and reporting and must submit their annual drug and alcohol testing data as required by the USDOT for their Drug and Alcohol Management Information System reporting requirements.

**Section 12.7.3: Transit Asset Management Plan (TAM)**

The Vendor shall maintain the following inventories of *LakeXpress and LCC* items and equipment used to support the transit operation in accordance with the Federal Transit Administration (FTA) required Transit Asset Management (TAM) System:

1. All County supplied and/or funded office and facility furnishings and equipment.
2. All County supplied or funded revenue collection equipment.
3. All County supplied or funded computer hardware, software and ancillary equipment.
4. All County supplied or funded radio, tablets, MDU, security cameras, automatic voice annunciation, AVL and headsing, automatic passenger count systems.
5. All County supplied or funded office, door, and revenue collection equipment keys, swipe cards and readers and any security cameras.
6. All County supplied or funded maintenance equipment and tools
7. Any such other items of equipment or fixed assets that may be supplied by or funded by the County to the Vendor over the life of the Contract which is not currently enumerated in this solicitation.

The inventories cited above shall be maintained by the Vendor throughout the term of this Contract in automated and manual form approved by the County. The County shall submit an initial written inventory to the Vendor detailing all items supplied to the Vendor (as applicable). Upon receipt of this initial list of equipment to be maintained, the Vendor must be able to produce an accurate and up-to-date inventory anytime, at the County’s request, which details status, condition, location and disposition of items or equipment on said inventories. The County will conduct an annual inventory of all inventories cited above, at a time of its choosing. The Vendor will be required to attend and conduct this inventory with the County. Any missing equipment or equipment losses not due to normal wear and tear shall result in penalties assessed against the Vendor equal to the new replacement value of the lost equipment.

12.7.4: Meetings

There will be times when the services operated by the Vendor are the topic of discussion at public meetings (Board of County Commissioners, Transportation Disadvantaged Coordinating Board, MPO Boards, etc.) Vendor management staff shall be required to attend such meetings at no additional charge to the County.

Vendor shall be present and responsive to all audits and reviews to include, but not be limited to Federal Triennial and State Management Reviews and other specialized reviewes as requested by the County for reporting on ADA policies, practices, or activities performed by Vendor’s staff. Vendor shall be immediately available for such events. Whenever possible, County will notify the Vendor in advance, noting particular areas of review during such audits. Should comments be directed to Vendor operational issues, the Vendor shall submit to County within seven (7) calendar days, a plan to address the issues discussed with the auditor and/or agency conducting the review of operations and/or maintenance.
Vendor shall meet weekly and as needed with County Staff to address issues of concern regarding fixed route service, paratransit service, maintenance issues, safety concerns, and any other issues germane to the transportation program.

Vendor is also expected to review and comment on plans, equipment purchases, operational changes, maintenance and other related proposals of County that affect and/or impact the County’s public transit program. Additionally, Vendor is expected to advise County on suggestions that will improve service effectiveness, efficiency and safety.

SECTION 12.8: MAINTENANCE AND FACILITY REQUIREMENTS

Section 12.8.1: Maintenance Plan Goals & Objectives

The primary goals of the Maintenance Plan & Program are to provide safe, reliable and efficient transit service to the general public, in well-maintained vehicles with minimal disruptions to service due to maintenance and repair. Transit service will be safe, convenient, efficient, and reliable, as well as compliant with all applicable federal, state, and local laws, statues and regulations. Vehicle cleanliness, operator safety, on-time performance, and courtesy are of great significance to ensure efficient use and maintain the useful life of all revenue and non-revenue vehicles in support of Lake County Transit services.

The key objectives are:

1. To complete all activities necessary to successfully transition the maintenance of LakeXpress and LCC vehicles;

2. To manage, monitor and evaluate the maintenance performance of LakeXpress and LCC to ensure the delivery of a quality community-oriented transit service;

3. To ensure complete, proper, and timely maintenance, cleaning and repair of all of the equipment to be used for LakeXpress and LCC services, including County transit revenue and non-revenue service vehicles provided to the Vendor;
4. To provide quality customer service to internal and external stakeholders to include transit users, transit agency partners, inter-agency organizations within the County, state and federal organizations and their representatives.

**Section 12.8.2 Maintenance Transition, Implementation Plan and Start-Up Requirements**

**Phase I.** This Phase shall consist of the Vendor conducting all transition activities necessary to provide *LakeXpress and LCC* services as called for in this RFP, all work necessary to assume maintenance of existing *LakeXpress and LCC* revenue and non-revenue vehicles as defined in this RFP, and all work necessary to initiate all maintenance of any *LakeXpress and LCC* services as contracted for and defined in this solicitation and any attachments thereto. The Vendor will operate out of a County-approved maintenance facility. This period will commence with notice-to-proceed and will last as mutually agreed to by the Vendor and the County. **Note, Phase I activities may run into and concurrent with Phase II.**

Phase I shall involve all vendor work necessary to begin/assume maintenance of existing County *LakeXpress and LCC* transit revenue and non-revenue service vehicles. Vendor shall accept the current fleet of vehicles “as-is”. As part of the Contract Work Program – Phase 1, Transition and Implementation Plan, the Vendor shall conduct a physical inventory of all equipment, tool, and materials. Upon execution of the Contract – Phase II, the vendor shall be responsible for the operations, maintenance, security and management of said inventory. **Vendors shall submit their Maintenance Transition and Implementation Plan as part of their response to this solicitation for County review and evaluation.** The awarded Vendor should plan on maintaining the transit revenue fleet provided to them with this Contract for the term of the Contract. Upon reasonable notification, existing maintenance records will be made available by the County for Vendor review. **Specific periods of availability of records and fleets will be outlined in the Pre-Proposal Conference.**

During Phase II, the Vendor will maintain all County *LakeXpress and LCC* vehicles out of a facility approved by the County to maintain all transit revenue and non-revenue service vehicles. The Vendor will be responsible for all maintenance of the County’s transit revenue and non-revenue service vehicles.
Notice of initiation and termination of each Phase shall be made by electronic and registered mail. Said notice shall be sent by the County to the Vendor. Determination of when said notice will be sent shall be at the County’s discretion and may be waived by the County subject to the terms and conditions of this solicitation and any ensuing Contract.

During Phase II, the selected Vendor will be required to furnish all management services, supervision, labor, parts, tools, materials, supplies, and sub-contract work needed to manage and maintain all fleets in a state of repair consistent with the performance standards and service specifications identified in this RFP. The Vendor awarded this Contract as a result of this RFP shall prepare for and commence performance of these services beginning 12:01 a.m. on the date of Notice to Proceed (NTP). All preparations necessary to begin vehicle maintenance services shall be complete prior to commencement of the Contract, or Phase II. All personnel shall be hired and trained; safety and other documented procedures shall be established so the following activities can commence:

a. Provide revenue and non-revenue vehicle maintenance.
b. Provide operations assistance.
c. Execute data collection and gathering services, such as the National Transit Database (NTD) and others as requested by the County.
d. Implement federally-compliant programs including Drug and Alcohol, Americans with Disabilities Act (ADA), Title VI, and any other programs that are mandated for Federal assistance.
e. Provide required vehicle, facility and equipment insurance(s);
f. All duties, materials, and supplies specified in this RFP shall be provided by the Vendor as part of the overall cost, rather than being extras, unless specifically itemized in the agreement.

The current Operations Vendor and County Maintenance staff must cooperatively participate in the transition of the maintenance to a new Vendor when applicable. Within thirty (30) to forty-five (45) days prior to new Vendor starting work, participation is necessary in:
1. Meetings
2. Transfer of records
3. Access to property
4. Access to vehicles

The above noted process shall be granted during normal hours of operation with a reasonable amount of notice. A transition period is defined as the 30 to 45-day period of time prior to the existing County Maintenance and incumbent operations Vendor termination or expiration date. All County staff and the incumbent operations Vendor shall participate in the smooth transition of maintenance to a new provider in such a manner as to ensure the transition results in minimum service disruption. Vehicle history maintenance records are available for review and fleet service operation inspections and administrative office inspections can be scheduled by contacting:

Fleet Vehicle Maintenance History - Keith Stevenson at 352-742-3980
Transit Administrative Offices (Operations Facilities/Files) –
  Tomika Monterville at 352-323-5713 or
  David Hope at 352-323-5714

During the Transition Implementation and Startup in Phase I, the County will conduct several meetings with the County Maintenance staff and incumbent operations Vendor to discuss specific operations, records, and vehicle transition events and the time frame in which they must occur.

As requested by the County, the incumbent Operations Service Provider and County Maintenance staff must make pertinent records accessible to the new Vendor within two (2) business days of the County’s request.

County-owned vehicles will be subject to a transition inspection and acceptance. The awarded Vendor must develop and submit to the County, a **Transition Management Plan (TMP)** which will include, at a minimum, a detailed schedule of start-up activities, including a timeline for the implementation of all Phase I and II activities. The plan must be approved by the County prior to implementation of the contract.
The Vendor shall provide the fleet transition inspection utilizing a mutually selected, independent, professional, third party fleet inspection vendor approved by the County and the Vendor. The County may participate in the fleet transition inspection. The County shall review and approve the Vendor’s action plan and those recommended repairs it deems appropriate, and the Vendor shall complete said repairs within 120 calendar days or sooner, consistent with the safe operation of all revenue and non-revenue service vehicles. At any time during this repair process, the County may initiate and make any repairs it deems in its interest to do so. Any costs associated with the Phase I fleet rehabilitation transition inspection and ensuing repairs shall be charged to the County as direct charges using the hourly rates submitted in the proposal.

The Vendor shall, at all times, including Phase I and Phase II, ensure the maintenance of all assigned transit revenue and non-revenue vehicles and ancillary equipment utilized in the operation of LakeXpress and LCC in such a manner as to comply with all United States Department of Transportation (USDOT), Federal Transit Administration (FTA), Florida Department of Transportation (FDOT) and County safety rules and regulations that pertain to the carriage or the transportation of the traveling public. During Phase I and as part of their first Transition Plan submittal, the Vendor shall conduct a thorough evaluation and fleet inspection of the body, chassis and mechanical condition of each and every transit revenue vehicle assigned to them and develop an action plan, with associated costs, for rehabilitating and/or repairing said vehicles to bring them up to proper operating condition and/or OEM standard, allowing for normal wear and usage of the vehicle.

Termination of Contract. In the final year of the Contract, should the incumbent provider not resume support of Lake County, the transition requirements for the Contract include, but are not limited to the same Phase I and Phase II transition activities listed above and including, but not limited to these listed below:

Transition Plan – Vendor will provide Transition Plan covering in descending order, for a three (3) and six (6)-month period outlining the gradual staffing reduction plan and service optimization to support the successful transition to a new Vendor should the incumbent and Lake County desire to sever the Contract for cause as outlined in this RFP.
**Access** – Within the final six months of the Contract term, the Vendor shall provide the County access to the maintenance and administrative facilities for the same aforementioned Phase I and Phase II activities with the incumbent Vendor serving in the role of Operations and Maintenance Provider. In addition, the Vendor shall provide access to prospective service providers as may be requested by the County.

**Maintenance Records** – The Vendor shall provide the County with all relevant maintenance records, histories and files for all vehicles and equipment. Such records shall be shared with successor service providers.

**Documents** – The Vendor shall provide the County with originals and/or copies of all leases, permits, licenses, insurances and other relevant documents - in electronic and hard copy format - required to ensure a seamless transition to a new third party Vendor. These documents should include the condition of facilities, equipment and staff files, as necessary.

**Substance Testing** – The Vendor shall provide the County with all documents pertaining to FTA Drug and Alcohol regulations and requirements including a completed FTA Drug and Alcohol Summary report on the appropriate FTA form for the Vendor’s term of operation.

**FTA Required Documents** – The Vendor shall provide the County with all FTA/FDOT-required maintenance documentation to support the transition of the Contract.

**Records Retention** – The Vendor shall furnish all records associated with the County in accordance with the County’s established records retention policies, set forth herein and throughout this RFP.

**Facility Inspections** – The Vendor shall furnish and make available all facilities utilized in support of Lake County Transit program for inspection by County-approved third party inspectors, potential vendors and other approved individuals to support Contract succession.
Section 12.8.3: Safety

Passenger safety is one of the most important aspects of providing public transportation. Every vehicle must meet all applicable state and federal laws for commercial vehicles carrying passengers in the United States under programs funded by the FTA, the state of Florida and Lake County.

1) Vendors’ safety records shall be included in the proposal and will be evaluated as part of the selection. (Refer to Tab. BB. Background Screening Policy & Process and Tab K. Safety Program and Safety Record.)

The safety record shall include the following:

1) Overall company safety record in public transportation maintenance and repair. Provide accident rate per 100,000 miles. The safety record (accident rate) of at least three (3) of the Vendor’s previous or current public transportation contracts that compare in size and complexity to the services being proposed. The provided safety records shall also include a list of any insurance claims valued over $25,000 that was paid by the Vendor.

2) A copy of Vendor’s Safety Program. Safety Programs should include workplace harassment prevention, defensive driving, refresher training, safety meetings, safety incentives, system safety plan for emergency evacuations, shelter in place, etc. The Vendor should also review all relevant and related State, Local, and County safety programs.

3) A summary copy of Vendor’s emergency response plan for Hazardous Materials for both the operational facility site and on-street incidents and the use of Personal Protective Equipment (PPE) in the completion of daily operations, etc.

Note: The awarded Vendor(s) will be required to submit an actual program document for approval by the County prior to Phase II.

Section 12.8.4: Security
The County is committed to the safety and security of the customers we serve, and the general public. The overall goal is to maximize the level of security afforded to all of our passengers, employees, and any other individuals who come into contact with our system, as well as vehicles and facilities.

Vendors shall submit a synopsis of its security plan in the plan, which will be evaluated as part of the selection. At a minimum, the security plan should discuss how the firm obtains background checks on all applicants for all Safety-Sensitive and safety-sensitive driver or leased operator positions. To the extent possible, vendors should:

1) Perform background checks. (Refer to Tab. BB. Background Screening Policy & Process and Tab L. Security Program.)
2) Check for criminal convictions.
3) Contact previous employers and references.
4) Investigate gaps in employment.
5) To the extent possible, have at least ten (10) years consecutive employment/education records.
6) Maintain employee information in a confidential and secure manner, and in compliance with all relevant Federal and state regulations and statutes regarding confidentiality and individual privacy (Personally Identifiable Information (PII)).
7) Verify that staff and subVendors are US citizens or that non-citizens have documentation appropriate to their immigration status.
8) Ensure all drivers have current CDL with appropriate endorsements and another form of identification (i.e. company issued credential; current USDOT medical certificate).
9) Collect company identification card and any security materials when a driver/employee leaves the company. Update websites and lists. Cancel passwords to prohibit computer access by former employees.

Note: Prior to Phase II, the awarded vendor(s) will be required to submit a detailed security plan that includes but is not limited to the activities described above.

Section 12.8.5: Unauthorized Access
The Vendor will require all visitors and outside vendors to sign in at all of the Vendor’s facilities. Designated personnel will perform daily yard checks and equipment reconciliations at all facilities covered under this contract to include the Fruitland Park, Florida Transit Division Office. Vendor will regularly inform the County of designated security personnel conducting security checks and provide a daily log of all security checks of equipment and facilities.
Designated personnel will remove keys from vehicles not in use and Vendor shall maintain a secure vehicle key storage area. All employees should maintain satisfactory and continuing control and security of access to computers, electronic data and files, log-in, access numbers, usernames and passwords especially those with financial and Personally Identifying Information (PII) and financial/banking routing information.

The County may request periodic checks of facility areas by local law enforcement, when the facility is not open and during non-business and business hours.

The Vendor will post and regularly review driver anti-terrorism tips, procedures to prevent, thwart and manage the facility, vehicles and resources in the event of a terrorist attack, shelter-in-place or other imminent threat to the security of the County, stakeholders and County personnel and facilities. With their proposal, the Vendor shall provide their Security Plan which addresses these types of policies and procedures. (Refer to Tab. BB. Background Screening Policy & Process and Tab L. Security Program.)

Section 12.8.6: Maintenance Plan

Types of services and repairs that may be required under the resulting Contract(s) include but are not limited to: hydraulic, drive-train, electrical, chassis, heating/air conditioning, transmission, wheel alignment, tire balancing, suspension, steering, welding, retrofitting, and restoration. Additional repairs include services and repairs to the vehicle technology and communications systems to include radios, automatic vehicle locators (AVL), Automatic Passenger County’s (APC), tablets, headsigns and video monitors; vehicle cleaning and washing.

The Vendor shall furnish all labor, parts, products, materials, supplies, equipment, and incidentals necessary for satisfactory contract performance. The Vendor shall provide, at its sole cost, a vehicle maintenance and transit asset management (TAM) software program for tracking maintenance records and inventory. At any time, the County may request data in an electronic format, or access to Vendor’s reporting system, at Vendor’s expense. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type
and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County.

Parts supplied must be of the highest quality that meet or exceed original vehicle manufacturer (OEM) specifications and/or quality for a mixed fleet with diverse ages, operating under diverse conditions. Only upon County approval can, parts supplied by the Vendor, in conjunction with this contract, may be maintenance certified (re-manufactured, rebuilt, or re-conditioned), as long as they are warranted for merchantability and carry a warranty equal to new products. Any remanufactured, aftermarket, or fabricated parts shall meet or exceed OEM warranty standards. The Vendor’s supplier of maintenance certified equipment shall be easily identifiable to the County. In the event any of the materials supplied to the County by the Vendor are found to be defective or do not conform to specifications, the County reserves the right to either; (1) cancel the order and return such materials to the Vendor at the Vendor’s expense; or (2) require the Vendor to replace the materials at the Vendor’s expense.

Vendors shall submit in the response a proposed Maintenance Plan that shall include the methodology for how the firm shall address and accomplish the following: (Tab. J. Maintenance Plan & Preventive Maintenance Plan). At a minimum, the Maintenance Plan shall detail how the following areas will be addressed:

**Preventive Maintenance Inspections.** The preventive maintenance program shall combine regular inspections with scheduled interval-related servicing needs and warranty requirements as provided by the vehicle manufacturer. Elements of the program shall include, but not be limited to:

1) Pre-and post-trip pullout safety inspections.
2) Servicing of fluid levels, tires, lights, and minor mechanical problems
3) Heavy repair.
4) Running repair.
5) Body work.
6) Major and minor vehicle cleaning.
7) Parts inventory.
8) Component rebuild or replacement, including expected expenses.
9) Internal and external bus washing and cleaning.
10) Technology repairs, i.e. destination/headscreens, AVL, farebox, Automatic Passenger Count (APC’s), and video monitoring systems.
11) Federal Transit Administration (FTA) Compliance.
12) Bus facility maintenance efforts.
13) Environmental remediation (spill kits, etc.).
14) National Transit Database reporting process.

In addition, the Maintenance Plan shall include:

1) Procedures for responding to on-street mechanical failures with minimum adverse effect on revenue service.

2) Goals and objectives of the maintenance program such as reducing the frequency of road calls and tracking maintenance cost compared to operating cost. The plan should define how such goals and objectives will be achieved and how progress towards meeting them will be tracked and reported monthly to the County.

3) Number and type of personnel proposed for each type of maintenance function, including service, cleaning, heavy repair, running repairs, technology repairs, preventive maintenance, parts, etc. In addition, convert these numbers to the mechanic-to-bus ratio by sub-fleet.

4) Indicate how maintenance reporting requirements will be met. All maintenance must meet the County’s, FTA, FDOT, DOT and Americans with Disabilities (ADA) Act regulations and requirements. Additionally, Vendor will be required to submit daily, weekly, monthly and annual performance reports. Vendor must provide all reports in electronic or written format as required by the County.

5) Describe how the Vendor’s maintenance facility and amenities will be maintained. The County will require Vendor to submit a cleaning schedule detailing how and when facility and vehicles will be maintained for the upcoming month in a calendar format. Details by vehicle number will be required.

6) Please detail Vendor’s staff responsible for maintaining fareboxes, address farebox issues in the field as quickly as possible, ensure that buses are probed every day, and ensure that fares are secured between the buses (where they are collected) and the point that they are processed for bank deposit.

7) Please detail how Vendor’s staff will maintain the radio system/communications systems, automated vehicle location (AVL) systems, on-board cameras, headsigns and other
electronic and data-based (cloud) technology hardware and software, address troubleshooting any loss of service, signals and data for all vehicles.

The awarded Vendor will be required to submit procedures for County approval prior to Phase II that Vendor will use to ensure internal maintenance quality control and follow up, and indicate the individual(s) responsible for this quality control.

The Vendor’s maintenance personnel shall be fully knowledgeable of alternatively fueled vehicles, engines, transmissions, diagnostic procedures, wheelchair lifts, kneeling or ramp mechanisms (low floor bus), air conditioning, electrical systems, and related mechanical parts, methods, and procedures normally used in servicing vehicle mechanical and ancillary equipment for transit bus chassis and bodies; methods and procedures in servicing mechanical equipment for transit buses, automobiles and other miscellaneous equipment listed in the attached vehicle inventory. Additional weight will be given to the qualifications of the Vendor’s maintenance personnel, showing appropriate training and/or certification, must appear in the PM Program submitted above. (Tab. J. Maintenance Plan & Preventive Maintenance Plan)

During Phases I and II, whenever staffing changes occur, the Vendor will specify the actual number of employees utilized and required for Vehicles Operated at Maximum (VOMS) for each mode (paratransit and fixed-route) and will provide an organizational chart by position, classification and fully-loaded labor rate (and phone number as appropriate). Staffing levels will be at the Vendor’s discretion so long as LakeXpress and LCC revenue service is safely and efficiently maintained in accordance with the performance specifications contained in this solicitation and the required staffing levels are met below. If the Vendor supports other similar contracts utilizing the staffing contingency proposed for this contract, the pricing and availability of these individuals will need to be explicitly identified within the proposal.

Vendors shall submit a listing of proposed personnel by job description for each class of employees proposed and to support the maintenance program. Awarded Vendor(s) shall notify the County immediately and update and/or revise said job descriptions as changes occur over the contract life. In addition to ensuring sufficient staff are available to maintain the assigned LakeXpress and LCC
services, the Vendor shall be responsible for providing sufficiently trained and knowledgeable staff to ensure the following functions, by position, are performed reliably and efficiently. Vendors should provide specialized experience with training and equipment. At a minimum, the County recommends that the Vendor provide the following positions and staffing levels for the maintenance program, or propose an equivalent staffing contingent to satisfy the terms of this Contract:

1) Maintenance Manager and/or Assistant Maintenance Manager(s) – one (1)
2) Maintenance Crew Chief(s) - one (1)
3) Mechanic(s) (per shift) – minimum of five (5)
4) Maintenance Technicians – minimum of two (2)
5) Information Technology/Computer Specialist(s)
6) Transit Vehicle Cleaner(s)/Handler(s)/Washer(s) – minimum of three (3)
7) Parts Foreman – one (1)
8) Parts Technician – one (1)
9) Crew Chief/Supervisor – one (1)

Section 12.8.7: Maintenance Staff Training Program

Prior to Phase II, the Vendor shall provide for County approval, a detailed description of all training that will be provided to each management, operations, maintenance, mechanics, laborers/cleaners, and administrative personnel throughout the contract term.

Vendors should provide and outline training requirements for operators, mechanics, technicians, service attendants, customer service, and cleaning personnel. Indicate how and where vehicle maintenance training will be provided and conducted. The Vendor shall provide documentation of their training program designed to meet the FTA Safety (MAP-21 and FAST-ACT) and Security Awareness Training. Added weight will be given to the proposer who has demonstrated specialized training of operators, mechanics and technicians on transit fleet vehicles including Gillig, Ford and Blue Bird. Proposal must include the list of specific technical training by vehicle type, make, model, series, etc. for each proposed staff member. (Tab S. Training, Coaching & Counseling (Disciplinary) Program.)
If the Vendor wishes to provide maintenance services via subcontract, the County will require evidence of the maintenance subVendor’s capability and experience with transit rolling stock including, but not limited to, Gillig, Ford and Blue Bird, alternative fueled vehicles such as CNG and electric/diesel hybrids, light fleet and other miscellaneous vehicles listed in this solicitation. This information should be submitted in the proposal under (Tab H. SubVendors).

The Vendor will be required to ensure all repairs involving vehicles, subsystems, parts and other items under warranty are performed at all times by 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 years’ heavy duty trucks, buses, automobiles and other miscellaneous equipment listed in attached vehicle inventories. Alternatively, mechanics may be graduates of a certified two-year technical-vocational institute and have two (2) years’ experience with heavy duty trucks, buses and automobiles. At least 50 percent of the maintenance staff, excluding the maintenance manager, shall be an ASE master certified for medium and heavy duty trucks, buses, and automobiles. In addition, all mechanics shall receive a minimum of 16 hours of mechanical/refresher training annually.

Vendor must also provide staff with knowledge and experience maintaining computer and technology equipment. This will include all after-market software and hardware systems customarily utilized in public transit that may be acquired for the County’s transit system (Automatic Vehicle Locator (AVL) Systems, scheduling systems (RouteMatch, Trapeze, Hummingbird, etc., )) The County realizes that “computer proficiency” may be taught, and Vendor may propose to train individuals to acquire intermediate computer skills and proficiency (at a minimum) for all positions; however, The County will not excuse Vendor from its obligations under the contract in such situations to maintain transit vehicle technology.

At a minimum, “proficiency” shall include a basic knowledge of and application of the Microsoft Office Suite to include Word, Excel, Access, and PowerPoint, how to navigate the internet and utilize scheduling software (Trapeze, Hummingbird, or similar scheduling systems; AVL (NextBus, etc.), radios, tablets, automatic voice enunciators, and other data collection, storage and transfer technology software and hardware systems.
Section 12.8.8: Provision of Facilities

As provided for in this solicitation, the Vendor will be responsible for providing the facility(ies) in which the operations, maintenance, and administrative activities of LakeXpress and LCC shall be housed. These activities may be housed in a consolidated, multi-function, multi-service facility or multiple locations that meet the requirements of the contract should the Vendor utilize subVendors to perform these services. The Vendor should propose their own selection of operations and maintenance sites based on the best practice for service operations to support the requirements of this Contract and the schedule of operations. (Tab M. Facility Information & Plan).

The Vendor shall be responsible for the repair of all damages to the facility or grounds caused by Vendor and/or subVendors personnel and/or operations. Such costs will be the responsibility of the Vendor. The Vendor will be responsible for day-to-day maintenance and security of assigned areas and grounds.

Current maintenance of revenue and non-revenue service vehicles are provided by the County’s Fleet Maintenance Division at the Groveland Fleet Maintenance Yard. Fixed-Route vehicles are maintained at this facility and light vehicle repairs are made at the Fruitland Park Transit Division Office Lot (where the fixed-route vehicles are stored for daily service/pull-out/in). In order to support the current practice of fixed route vehicle pull-out from the Fruitland Park Transit Division Office, the Vendor must provide an on-site mechanic for coverage of daily vehicle pull-outs at up to two (2) locations. The paratransit vehicles are stored for daily service/pull-out/in at the Operations Vendor facility in Leesburg, Florida and are maintained at the Groveland Fleet Maintenance Yard. The County is interested in alternative vehicle maintenance and storage facility options proposed by potential Vendors to meet the service and operating standards of the County’s transit service.

Upon prior approval and coordination with the County, the Vendor may use the County’s facilities and equipment. Vendor may not use County provided facilities and equipment for any purpose other than the provision of LakeXpress and LCC services as provided for in this Contract. No
Vendor or subVendor employee may use or be allowed to use the County provided facilities (or equipment) for personal use or gain.

The Vendor must provide all project equipment necessary to perform work as described in the solicitation and the resultant contract. Project equipment is defined as personal property not supplied by the County. Project equipment includes, but is not limited to, tools, portable lifts, computer diagnostic devices, repair order systems, point of sale systems, telecommunications and office equipment and furniture.

Administrative Offices; Communications. The Vendor’s facilities must provide at a minimum the following administrative office space detailed herein:

- Management Office space
- Maintenance office and administrative space
- Dispatch
- Customer Service
- Scheduling
- File Storage
- Driver (Swing) room
- Training/Conference Room
- Lost and Found secured storage area
- Employee lockers, mailboxes, and restrooms and break rooms

Computer Equipment & Software. The Vendor is required to supply and maintain sufficient computer equipment, including diagnostic equipment required for buses, automobiles and other miscellaneous equipment necessary to support the maintenance and operations outlined in the Contract. Diagnostic equipment may include, but is not limited to, that to support specific vehicle types and brands, audio, visual and automated fare collection support systems. Costs for the replacement of diagnostic equipment due to technology, upgrades, age, vehicle type or brand shall be the responsibility of the Vendor. On a case-by-case basis, grant revenues to support Public Fleet computer equipment will be considered based on fund availability and County priority. All Software utilized by the Vendor in support of the Contract must meet the County’s Information Technology thresholds for firewalls and data integrity to ensure the security of Personally Identifiable Information (PII) and other security parameters of Lake County. Vendor hardware and software must consist of the latest software versions for all systems utilized in support of the Contract including, but not limited to, Adobe Acrobat Reader, Microsoft Office Suite,
RouteMatch, RouteShout, Java, Internet Explorer, Google and FoxFire, and other software and hardware systems.

*Phone and Internet Services.* The Vendor shall provide the following on-site at its facility(ies):

*Internet.* All management personnel should have Internet access. The County will provide required Internet security standards, in the County’s sole discretion, to support the needs of the service. In the event Vendor uses some other site for operations management, call-in, or dispatch, Vendor is responsible for any costs.

*Email.* Vendor shall establish email addresses for all management personnel. In the event Vendor uses some other site for operations management, call-in, or dispatch, Vendor is responsible for any costs.

*Telephone.* The Vendor shall provide phone service to key management positions and all facilities. In the event Vendor uses some other site for operations management, call-in, or dispatch, Vendor is responsible for all associated costs and recurring fees.

*Cellular service.* Vendor shall at its own expense provide cellular service for, at a minimum, all management personnel and provide such numbers to the County’s Transit Division staff, Emergency Operations and other departments and individuals and State and Federal sponsoring agencies deemed necessary in support of the Lake County Transit System.

*Maintenance Building.* The Vendors Maintenance Facility shall provide the following areas:

a) Maintenance bays with vehicle lifts and lube/fluid stations  
b) Parts and tire storage areas  
c) Engine wash  
d) Shop manager’s office  
e) Mechanic locker room and lunch area  
f) Electronics and other work areas  
g) Wash Bays (as applicable)

*Bus Wash.* If not subcontracted, the Vendor must supply a facility that has a bus wash system capable of sufficiently cleaning the buses. Any bus operated in Revenue Service shall be washed
in the automated bus wash, or by a third party Vendor, at least once every 48 hours. Engines shall be steamed cleaned at each preventive maintenance interval.

*Maintenance Bays.* The Vendor’s facility must have the minimum number of maintenance bays to maintain the entire transit operation and accommodate vehicles up to 45’, ideally one oversized maintenance bay would accommodate vehicles up to 60’, and one steam-cleaning bay would accommodate vehicles up to 60’ should the County employ larger fleets in the future.

*Safety/Security Plan.* The successful Vendor will be required to submit a safety/security plan for operations. The plan shall be subject to County approval and shall address policies, procedures, access, and the management of information. The Vendor’s facility shall be equipped with an access control system, security cameras, and video recorders, fencing and lighting.

*Employee Parking.* The Vendor’s facility shall provide adequate parking for all Vendor employees in a designated area.

*Mechanic-owned Tools.* The Vendor facility shall provide space for such tools, including mechanic-owned tool boxes.

*Vendor Responsibilities.* Vendor shall be responsible for daily cleaning and janitorial services in the offices, dispatch and drivers’ areas, restrooms and storage rooms including sweeping, mopping, dusting, wiping, emptying of garbage/refuse containers. Vendor shall be responsible for immediate cleanup of spills in all areas for all leased facilities.

*Facility Lease.* Successful Vendor shall enter into and assume the costs associated with the lease for use of all required facilities to perform the requirements of this Contract.

**Section 12.8.9: Fuel**

The County’s Transit Service Operator currently utilizes credit cards and individual operators fuel at retail outlets throughout the County. The County is interested in proposals for bulk fueling
options other than the current program. This proposal should include the use of dedicated fueling employees versus non-dedicated.

The Vendor shall purchase fuel and invoice the County at the Vendor’s cost (including taxes, additives and fees). The Vendor shall maintain such records as may be necessary to document the pricing calculations used. The Vendor may change fuel pricing as often as desired, but may do so only in response to changing prices for fuel and other supplies charged by suppliers (CPI). Any price used must comply with the calculation indicated above. The Vendor shall insure that the County is not charged for federal or state taxes in those cases, if any, where the County is exempt from taxes.

The total gallons of diesel fuel units were 16,265 gallons for paratransit vehicles and 79,339 gallons for fixed route vehicles in Fiscal Year 2015; the total gallons of gasoline fuel units were 178,512 gallons for paratransit vehicles and 8,815 gallons for fixed route vehicles in FY 2015. The County will provide the billed rates for both diesel and gasoline fuel and the fuel units for the non-revenue vehicles for the prior fiscal year upon request by the Vendor.

**Section 12.8.10: Provision of Revenue and Non-Revenue Service Vehicles**

The County shall provide all transit revenue and non-revenue service vehicles required for the provision of LakeXpress and LCC services. Attachment 3 provides the current fleet inventory. Annually, the actual number of transit revenue vehicles the Vendor will maintain will be determined by the routes and schedules developed during each fiscal year’s budget process, schedule of operations and the number of new buses added to the fleet inventory for new service starts, based on the County’s planned replacement schedule. A current fleet inventory shall be supplied to the Vendor annually or as changes occur. Existing and new vehicles shall be provided to the Vendor and receipt confirmed via a written list of assigned transit revenue and non-revenue service vehicles. The Vendor will accept new vehicles in an "as delivered" condition (that is, the Vendor shall have no right to decline to accept new vehicles due to their style, make, configuration or the absence of or type of components supplied with the new vehicles per the bill of lading, rolling stock agreement, etc.)
The Vendor shall ensure that the County has available and maintains for the term of the Contact, a 20% revenue service vehicle spare ratio based upon peak period vehicle requirements for both fixed-route and paratransit services. The current vehicles operated at maximum service for fixed route is 10 buses and 43 buses for paratransit operations. Should the peak period spare ratio not be achieved as a result of service changes, the Vendor shall advise the County in writing. The Vendor shall maintain all vehicles supplied with this Contract.

The Vendor will accept existing transit revenue and non-revenue vehicles in an “as is” condition; therefore, the Vendor is solely responsible for inspecting and knowing the condition of each existing vehicle provided by the County on the initial fleet allocation so that it may properly budget for maintenance.

12.8.11: Maintenance Service, Support Vehicles and Equipment

The Vendor must provide all other rolling stock beyond the current County-provided vehicles used for maintenance support service such as road supervision, service vehicles, tow and hiking vehicles and other miscellaneous equipment. Vendor vehicles shall display their own company paint scheme and other identification. The Vendor will furnish and maintain in good working order all necessary maintenance support vehicles and equipment to meet the conditions of the contract.

Towing service shall be provided by the Vendor for all LakeXpress and LCC transit revenue and non-revenue service vehicles assigned to the Vendor and for all transit revenue and non-revenue vehicles used by the Vendor under this solicitation. The Vendor shall identify towing vendor(s) under Tab H, subVendors, that will be used during Phase I and Phase II.

Section 12.8.12: Provision of Equipment

The Vendor must provide all project equipment necessary to perform work as described in this solicitation and the resultant Contract. Project equipment is defined as personal property not supplied under the by the County. Project equipment includes, but is not limited to, most tools, portable lifts, computer diagnostic devices, repair order system(s), point-of-sale system(s),
telecommunications and office equipment, and furniture. (Tab. R. Parts/Equipment Program/Policy)

The awarded Vendor(s) shall provide all labor, maintenance equipment, tools, parts and incidentals necessary to maintain all transit revenue and non-revenue service vehicles of the LakeXpress and LCC, which shall be the responsibility of the Vendor’s and/or the subVendor’s mechanics/technicians. The Vendor shall also provide under Phase II all maintenance shop supplies and expendables such as cleaning materials, rags, paper towels nuts and bolts, wires, fittings, lights, uniforms, personal and facility safety gear, etc. All maintenance equipment and tools supplied by the County shall remain the property of the County. Vendor will be responsible for the safe operation of any County-owned equipment provided and for training Vendor personnel on the correct operation of equipment.

The Vendor shall be responsible for ensuring that any required safety inspections and/or certifications are completed on equipment used by Vendor personnel. The Vendor shall also be responsible for the safe operation of County-owned equipment and for training Vendor personnel on the correct operation of the equipment.

Ancillary Equipment. When in the care of the Vendor, Vendor shall be responsible for the proper use, care, and maintenance of all transit revenue and non-revenue vehicles and all ancillary equipment assigned to them to operate LakeXpress and LCC under the ensuing Contract. Ancillary equipment on transit revenue vehicles shall be defined to include: manual fareboxes, registering fareboxes with smart card readers, electronic and manual roller curtains, electronic destination signs, display boards, radios, AVL units, tablets, mobile data units, voice annunciation equipment, transit signal priority (TSP) transponders, security cameras, information boards, and any other equipment provided on transit revenue and non-revenue vehicles which is not necessary to operate the vehicle, but is required or provided to make the vehicle complete for transit operations, federal compliance and is supplied and/or funded by the County to the Vendor for the operation of LakeXpress and LCC services. The Vendor and/or their mechanics, technicians shall provide all facilities and all heavy maintenance and component equipment, personal maintenance tools and
carts. All assigned transit revenue and non-revenue vehicles and ancillary equipment shall be owned by the County.

*Fare Collection Equipment.* The County shall provide all revenue collection equipment required for *LakeXpress and LCC* including spare fareboxes, revenue collection vaults, and revenue collection counting and/or audit unit(s). The Vendor shall be responsible for all maintenance and upkeep costs of the current revenue collection equipment supplied to them by the County at the start of and throughout the term of the Contract. At the County’s direction, the Vendor shall be prepared to install any new revenue collection equipment desired by the County. Costs for any new registering revenue equipment purchased or installed by the Vendor shall be paid by the County as direct charges on the Vendor’s monthly invoice. The Vendor shall then be responsible for all subsequent maintenance of new registering revenue collection equipment. The County’s ITS Vendor shall train County and Vendor operating, maintenance, management and utility personnel on the use and of any new farebox equipment supplied by the County. All revenue collection equipment supplied by the County to the Vendor under this solicitation shall remain the property of the County. Title to and ownership of all revenue equipment procured by the Vendor for the County shall be transferred to the County immediately upon delivery.

**Section 12.8.13: Transit Vehicle Information Technology**

The County shall provide all tablets, mobile data units (MDU) security cameras, AVL, and automated voice annunciation equipment necessary for the proper operation of *LakeXpress and LCC* services assigned under this solicitation. The County shall have tablets, MDU, security cameras, and AVL units initially installed on most *LakeXpress and LCC* transit revenue vehicles, as provided under this solicitation. *(Tab X. Information Technology System (ITS) Telecommunications Plan)*.

The Vendor shall be responsible for installation of all new and replacement units and removal of old/faulty units on both transit revenue and non-revenue vehicles. The County has an ITS Vendor to provide software and hardware installation maintenance and support for the radios, tablets, MDU, security cameras, fareboxes, automated voice annunciation equipment, transit signal priority (TSP) (as applicable) and AVL units provided and installed on all vehicles. The Vendor
shall advise the County of any operational, system, hardware or software issues associated with the AVL, radio, tablets, MDU, security cameras, fareboxes, security cameras and voice annunciation equipment on the vehicles when they come to the knowledge of such issues and advise the County within one (1) hour of their knowledge of the technology issue and notify the County’s ITS Vendor and the County.

The Vendor shall be responsible for installing any County supplied radios, security cameras, automated voice annunciation and AVL units on the Vendor’s transit revenue and non-revenue vehicles and shall be responsible for removing any and all County supplied radios, security cameras, automated voice annunciation and AVL units from assigned transit revenue and non-revenue vehicles as required for FTA and FDOT-compliant transit operations. The County shall have final approval of any subVendor (whether contracted to the County or otherwise) used to install or reinstall radios, tablets, MDU, security cameras, automated voice annunciation and AVL units and may designate radio, tablet, MDU security camera, automated voice annunciators, and AVL unit vendors for the Vendor to use. All radios, tablets, MDU, security cameras, automated voice annunciation and AVL units supplied by the County to the Vendor under this solicitation shall remain the property of the County.

**Section 12.8.14: Fleet Management System**

The Vendor shall use an approved fleet information and inventory management system (IMS) to provide complete, accurate, and up to date maintenance record-keeping on all transit revenue vehicles and ancillary equipment provided under the ensuing Contract. If the Vendor’s system must be able to provide all records in a format approved by the County. The IMS record-keeping shall be kept by individual transit revenue vehicle unit as well as by vehicle type and for the fleet collectively and shall provide for both an electronic and hard copy (paper) unit/fleet file and records presentable on a cumulative, daily, weekly, monthly, and annual basis. **(Tab P. Inventory Management System).**
Record keeping for each transit revenue vehicle organized by vehicle number (VIN, year, make, model, vehicle number (issued by FDOT and the County) shall be capable of performing the following at a minimum:

1) Scheduling and repair and preventive maintenance work;
2) Producing maintenance activity reports that support the performance standards;
3) Producing key performance indicator reports for repairs, labor hours and repair times
4) Inventory management;
5) Daily Bus Vehicle Inspection Reports;
6) Collecting and storing repair and asset data;
7) Monitoring warranty costs and activities;
8) Tracking repair and maintenance costs by unit;
9) Supporting data requirements for transit asset management;
10) Providing specialized reports as needed;
11) Providing easy access to records of all repairs and maintenance of all vehicles;
12) Providing information about any vehicle or equipment upon request from the County;
13) Providing detailed monthly cost billings on all activities related to the total vehicle maintenance program.
14) Monthly reports shall include a breakdown of labor costs, parts and material costs; subcontract costs, related costs and vehicle mileage;
15) Providing warranty tracking; and
16) Providing equipment life cycle cost information.

The Vendor shall provide sufficient staff and resources to input cost, labor, parts and work data into the system to fully track and manage the repair and maintenance work as noted here and throughout this solicitation consistent with Federal Transit Administration (FTA) guidelines.

Section 12.8.15: Inventory Management System

The IMS shall be capable of providing all information necessary to comply with the National Transit Database (NTD) reporting system and Transit Asset Management Plan for LakeXpress and LCC. Additionally, the IMS should provide information to include standard repair times and fully-loaded labor rates per repair. Examples include the Center for Urban Transportation Research (CUTR) Repair Time Standards for Transit Vehicles (2002) and related updates.

Website: http://www.nctr.usf.edu/pdf/Repair%20Time%20Standards

Section 12.8.16: Transit Revenue and Non-Revenue Preventative Maintenance Plan
During Phase I and annually thereafter (on or before October 1 of each fiscal year), the Vendor shall review, amend, and submit, for County approval, a signed, complete and comprehensive Preventative Maintenance (PM) Program covering the transit revenue and non-revenue vehicles owned by the County and assigned to the Vendor for use on LakeXpress and LCC. In addition to addressing the items listed in Attachment 12, the PM Program shall detail how the work of third party vendors will be monitored by the Vendor.

The PM Program submitted by the Vendor for the transit revenue and non-revenue vehicles shall meet or exceed the manufacturer’s recommended or specified guidelines for vehicle servicing, maintenance, and upkeep, including all add-on equipment installed by a second stage manufacturer. The PM Program shall be designed to minimize downtime, in-service breakdowns, and major component failure or replacement. The PM Program must address individual vehicle needs and seasonal maintenance needs as well as fleet needs by vehicle type and propulsion. Annually, the PM Program shall be adjusted to reflect the Vendor’s currently assigned transit revenue vehicle mix, fleet age, and maintenance history. At the initial and annual submissions, the PM Program shall specify a schedule for all PM inspections, service, and repair. The Vendor shall be required to meet this schedule and document daily, weekly, monthly, and annually, the results to the County. The PM Program and all forms, processes, schedules, and services required are to be submitted as part of the Vendor’s Maintenance Program.

During Phase II, inspections will also be conducted monthly and on an as needed basis over the length of the Contract. The Vendor should be prepared to schedule and coordinate inspections with an outside professional, third party vendor of the County’s choosing.

Section 12.8.17: Warranty Work, Parts & Equipment

The Vendor shall act as the County’s agent for all warranty work required on the County’s assigned transit revenue and non-revenue vehicles. The Vendor will be required to provide a written warranty recovery program to include ancillary equipment. A management report detailing claims and recoveries is to be submitted monthly. The County will supply the Vendor with all applicable warranty provisions and dealer/OEM service information for each type of assigned transit revenue vehicle. The Vendor shall in no way jeopardize the current warranty on any assigned transit
revenue vehicle and ancillary equipment due to their actions, inactions, work and/or their inability to perform scheduled maintenance or repairs. At a minimum, the Vendor shall, at all times, comply with the manufacturer’s recommendations for the maintenance of LakeXpress and LCC transit revenue and non-revenue vehicles and ancillary equipment as necessary to maintain warranties. The Vendor shall not utilize any part, work or procedure, through direct action or inaction that would invalidate the manufacturer’s warranty for any assigned transit revenue or non-revenue vehicle or ancillary equipment provided by or funded by the County. (Tab. R. Parts/Equipment Program/Policy)

Vendor shall establish and maintain effective working relationship(s) with each original equipment manufacturer (OEM) and/or certified dealer or service vendor to ensure that warranty work is performed properly and in a timely manner. Vendor shall provide a list of current OEM contacts/suppliers and/or certified dealers and contacts proposed to support warranty, parts and equipment as a result of Vendor’s established relationship with such dealers or service parts providers to support this Contract. Added weight will be assigned to Vendors who have existing relationships with transit revenue vehicle manufacturers, and parts and equipment dealers (i.e. Gillig, Ford, Blue Bird, etc.). Vendor should provide the County with their parts and equipment procurement process (Parts Network) within the proposal.

The Vendor will be responsible for all labor costs/time associated with transporting transit revenue and non-revenue vehicles to and from an OEM certified dealer/vendor for warranty work unless the warranty terms specify otherwise. The Vendor must also be prepared to have all work performed at OEM’s certified dealers/vendors shop unless the Vendor is authorized to perform the work at another authorized facility. Vendor shall diagnose and initiate necessary warranty work, in consultation with each OEM, within three (3) calendar days of becoming aware of the warranty defect, repair or issue. Vendor failure to initiate warranty work within three (3) calendar days shall allow the County the right to conduct any such warranty repair work with Vendor(s) of the County’s choosing and invoice the Vendor for the costs of such repairs including the assessment of a five (5%) percent administrative fee added to the repair costs. Should the County elect to use this option, the costs of repairs and the administrative fee will be deducted from current monies
owed the Vendor. In addition, the Vendor will be liable for any other relevant penalties/fees and assessments that may apply.

When performing repairs, the Vendor shall use parts which meet or exceed Original Equipment Manufacturer (OEM) standards. If the ordering department gives prior approval, parts supplied by the Vendor, in conjunction with this contract, may be maintenance certified (re-manufactured, rebuilt, or re-conditioned), as long as they are warranted for merchantability and carry a warranty equal to new products. Any remanufactured, aftermarket, or fabricated parts shall meet or exceed OEM warranty standards. The Vendor’s supplier of maintenance certified equipment shall be easily identifiable to the County.

When not specifically identified in the technical specifications or OEM standards, parts and materials shall be of a suitable type and grade for the purpose. All such materials, workmaships, and equipment shall be subject to the inspection and written approval of the County. In the event any of the materials supplied to the County by the Vendor are found to be defective or do not conform to specifications and have not received written approval, the County reserves the right to either: (1) cancel the order and return such materials to the Vendor at the Vendor’s expense; or (2) require the Vendor to replace the materials at the Vendor’s expense.

All damaged/nonworking parts which are replaced by the Vendor must be kept for a minimum of fourteen (14) days for the purposes of inspection by the County. If disposal prior to the fourteen (14) day period is desired, the Vendor must contact the County and request in writing permission for early disposal.

When applicable, it shall be the Vendor’s responsibility to ensure that the County has received the latest version of any MSDS forms required by 29 CFR 1910.1200 for any hazardous material. Should the content of an existing MSDS be revised, the Vendor shall promptly provide a new MSDS to the County with the new information relevant to the specific material.

Estimates/Quotations. The Vendor shall submit a written estimate for each prospective project under the contract before a Work or Purchase Order for that specific project is issued. The estimate
must adhere to the pricing submitted in the Vendor’s original bid and shall be clear and legible and include the following: County vehicle number, VIN, estimated start and completion dates, labor hours and rate per hour as submitted in bid, itemized listing of replacement repair parts showing retail list price of each part less vendor’s discount percentage submitted in bid. The estimate shall be itemized by the number of work hours per classification, and by the cost of materials and equipment. Estimates must include all applicable fees and charges including, but not limited to, miscellaneous shop charges, environmental charges, disposal fees, etc. as provided in the bid. Charges will not be paid by the County unless specifically listed in the Vendor’s original bid submittal. Travel time and mileage will not be paid – these must be figured into the hourly rates submitted in the bid. The written estimate must be sent via e-mail to the person requesting the service within twenty-four (24) hours after receiving the vehicle for estimate. An appropriate e-mail address will be supplied to the Vendor. The Vendor shall complete estimates for third party contracts for goods and services and the appropriate FDOT and FTA procurement checklist documents for all purchases according to the applicable dollar thresholds. The vendor must obtain three estimates from approved contract vendors in accordance with FDOT procurement requirements.

The County reserves the right to obtain estimates from multiple contracted vendors (if more than one contract is awarded), to award the individual project based on the lowest estimate, or to reject all estimates when such action is determined to be in the best interests of the County, and obtain the required services from another source of supply.

Upon receiving notice to proceed from the County, Vendor shall perform the work per estimate. In the event that additional needed repairs are discovered, the vendor shall contact County representative and shall confirm the need for such work and provide an amended written price quote for the additional work and, if applicable, a revised work completion schedule prior to Vendor proceeding with the work.

Section 12.8.18: National Pollutant Discharge Elimination System Permit (NPDES)

Vendor must ensure that all repair work for assigned transit revenue and non-revenue vehicles and ancillary equipment is performed by Vendor maintenance personnel who have demonstrated the
necessary experience, certifications and skills in the work to be performed. All maintenance and vehicle cleaning work shall be performed under cover within the work bays equipped with oil grit separators. Storm drain inlets located at the vendor’s worksite shall be outfitted with approved containment devices such as booms or socks to contain petroleum product spillage or leakage onsite to facilitate spill cleanup. Awarded Vendor shall provide a site specific storm water pollution prevention plan for their facility. All spills should be reported to the County and documented in the County’s Illicit Discharge Detection and Elimination Program in accordance with Lake County’s National Pollutant Discharge Elimination System Permit (NPDES). This requirement is in addition to any other requirements of Local, State or Federal agencies that may have jurisdiction. See Attachment 4, “Illicit Discharge Automotive Brochure,” for additional information.

Section 12.8.19: HVAC

The Maintenance Program submitted by the awarded Vendor shall include a separate section on heating and air conditioning (HVAC) describing how the Vendor shall maintain and conduct seasonal preventative maintenance campaigns to ensure properly working HVAC systems. All HVAC repairs and maintenance shall be performed according to established laws, regulations and procedures regarding air conditioning or heating service. The Vendor shall describe by brand name and model number of the refrigerant recycling system(s) proposed for use on the transit revenue and non-revenue vehicles and whether this system is currently in use by the Vendor or will be purchased as a result of the Contract awarded from this solicitation.

Section 12.9.20: Body Repairs

At all times under the ensuing Contract to this solicitation, the Vendor shall cause and ensure that all components of each assigned transit revenue and non-revenue vehicle, including its body, frame, furnishings, mechanical, electrical, hydraulic, and all other vehicle operating systems and/or ancillary equipment are functional and maintained in proper working condition and ensure that they are free from damage due to accident, vandalism, sabotage or malfunction. Should any assigned transit revenue and non-revenue vehicle component be found to be inoperable, in need of repair, or suffer damage due to an accident or incident which impairs the proper mechanical
operation of the vehicle or allied components, the Vendor shall initiate or effect repairs to correct
the vehicle component identified within three (3) calendar days of their knowledge of the occurrence of the damage or need for repair. The Vendor shall be responsible for paying for all repairs of all vehicles as a result of accidents/incidents.

The Vendor shall repair, within five (5) calendar days of their knowledge of the occurrence of minor body damage, any minor body damage done to assigned transit revenue and non-revenue vehicles as a result of day-to-day operations so that assigned transit revenue and vehicles maintain a clean and new look free from exterior and interior body damage, dents, breaks, rips, or deformation. **Minor body damage as used herein shall be defined as any interior or exterior body work costing $2,500.00 or less.** The County shall be notified by the Vendor within 24 hours of any accident or incident necessitating major repair work. **Major body repair work is defined as any interior or exterior body work costing more than $2,500.00.** The Vendor shall initiate or cause the repair of any major body repair work to assigned vehicles or equipment within five (5) calendar days of their notice to the County. All repairs made relative to such damage shall be performed by competent repair facilities capable of restoring the damaged vehicles or ancillary equipment back to their original configuration, appearance, and structural integrity.

**Section 12.8.21: Vehicle, Equipment & Parts Inventories**

The County’s designated representative(s) shall, at all times, have the necessary authority to inspect any assigned transit revenue vehicle components and ancillary equipment being utilized by the Vendor for *LakeXpress and LCC* with or without notice. That authority shall include the ability to direct the Vendor’s immediate repair and/or withdrawal from service of any assigned transit revenue and non-revenue vehicles or replacement of equipment determined to be unsafe to transport the traveling public or detrimental to the operation of *LakeXpress and LCC*. Such determination shall be made solely at the discretion of the County’s designated representative(s), and the Vendor shall have three calendar days to initiate or effect any repairs required. The Vendor shall have no unilateral right to permanently or temporarily withdraw any assigned transit revenue or non-revenue vehicle(s) from service without the County’s prior consent. Should the Vendor believe that the vehicle’s condition is such that it must be removed from service, then the Vendor shall supply, in writing (electronic or hard copy), to the County what conditions exist
warranting the vehicle’s removal and a plan of action to address and/or repair said conditions. The County may engage the services of an independent third-party firm of its choosing to verify the need for removal of the vehicle(s) from service and the proposed repair. Irrespective of the Vendor’s documentation of a vehicle’s condition, it is the County’s exclusive right to determine if the vehicle is to be removed from service or repaired at the Vendor’s expense. (Tab. R, Parts/Equipment Program/Policy)

The Vendor shall be responsible for maintaining and always having available the following inventory of transit revenue and non-revenue vehicles, ancillary equipment and spare parts:

1. All assigned County transit revenue and non-revenue vehicles.
2. All County registering fireboxes with smart card readers, probes, and counting and storage equipment.
3. All County two-way radio, voice annunciation, TSP modems, tablets, mobile data units (MDU) and AVL units.
4. All County probes, counting and revenue vault boxes.
5. All County electronic destination signs (Luminator, etc.) and programmers.
6. All vehicle security cameras, information boards and hard drives.
7. Spare air-conditioning compressors for each type of unit provided in the assigned vehicle fleet.
8. Spare alternators for each different capacity.
9. All County supplied vehicle maintenance tools, parts and equipment.

The inventories cited in Attachment 3 shall be maintained by the Vendor throughout the Contract period in automated or manual form. Upon receipt of an initial written list of equipment and/or transit revenue and non-revenue vehicles to be maintained, the Vendor must be able to produce an accurate and up-to-date inventory anytime at the County’s request, which details status, condition, location and disposition of items, vehicles or equipment on said inventories. Vendor-supplied spare parts and equipment inventory shall remain the property of the County upon completion of the Contract. The County may, at its discretion, choose to purchase said spare parts at a mutually agreed upon fair market price. In addition to the inventory required above, the Vendor shall
arrange through their own resources or through outside vendors and shall provide, during Phase I, written guarantee to the County of their ability to deliver within **seven (7) calendar days**, transmissions and/or engines for each type of transit revenue or non-revenue vehicle supplied by the County. Such purchases should be made consistent with the FDOT, FTA’s Best Practices Procurement Manual, CFR 4220.1F and the Federal Acquisition Regulation (FAR). The name and location of the vendor is to be included.

The Vendor shall be responsible for providing any and all labor and installing any and all parts necessary for the proper maintenance and servicing of all assigned transit revenue and non-revenue vehicles and ancillary equipment used in the provision of services detailed in this solicitation. The Vendor will be solely responsible for the storage, security and inventory of parts and equipment necessary to meet this provision. Only original equipment manufacturer (OEM) parts and supplies may be used unless the Vendor submits a written request to the County, with all relevant documentation and justification, for a specific case-by-case waiver from this requirement and is granted that request by the County. As a result of any required transit revenue or non-revenue vehicle or ancillary equipment repairs, the Vendor shall ensure that all reassembly tasks are performed in such a manner that the vehicle or equipment remains in the same OEM configuration as it was received or allowed to be modified by the OEM. This includes, but is not limited to the wiring configuration and clamping, power train components, and body assembly. No variation or modifications to the transit revenue and non-revenue vehicle systems will be allowed without written authorization from the County.

The Vendor’s failure to provide any maintenance work, or any reason, as specified throughout this solicitation, will grant the right to the County to have any and all repairs performed by a company of the County’s choosing and subsequently invoice the Vendor for the cost of repairs and a **five (5%) percent administrative fee**. This amount will be deducted as a penalty assessment from current monies owed to the Vendor. In addition, the Vendor will be liable for any other relevant penalty assessments that may apply.

The Vendor’s failure to provide any of the maintenance reports, schedules, and information required throughout this solicitation and the resultant Contract will grant the County the right to
secure and/or provide any such information using County forces and/or outside vendor. Any costs associated with such work shall be invoiced to the Vendor in addition to a **five (5%) percent administrative fee**. In addition, the Vendor will be liable for any other relevant penalties or costs that may apply.

The Vendor’s failure to perform maintenance and/or repairs on assigned transit revenue and non-revenue vehicles and ancillary equipment; provide and adhere to an annual PM Program, and provide record-keeping of such maintenance/repairs as specified in this solicitation and resultant Contract, shall be cause for the County’s assessment of penalties to the Vendor, and/or termination of the Contract as per the provisions outlined in the General Conditions and Instructions to Bidders and the ensuing Contract.

The Vendor will implement its own maintenance auditing program to verify on an on-going basis that service is performed in compliance with the Contract. Audit reports will be presented to the County monthly and will, at a minimum, will include regular audits of technician-performed work including:

1. Monthly Hub Odometer Report by vehicle as of the last day of the month.
2. Number of major mechanical system failures: From the National Transit Database: Failures of mechanical element of the revenue vehicles that prevents the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip because actual movement is limited or because of safety concerns.
3. Number of Other mechanical system failures: From NTD: Failures of some other mechanical element of the revenue vehicle that, because of local agency policy prevents the revenue vehicle form completing a scheduled revenue trip or from starting the next scheduled revenue trip even though the vehicle is physically able to continue in revenue service (i.e. wheelchair lift inoperable);
4. Finished Jobs report;
5. Monthly Fluid Report detailing number of quarts added by vehicle. Fluids include: fuel, oil, coolant, and transmission;
6. Number of road calls between miles and reasons for road calls;
7. The General Manager will randomly inspect ten percent (10%) of vehicles after regularly-scheduled, HVAC, and wheelchair/ramp PMs have been completed;

8. The Maintenance Manager will re-inspect a random sample of repairs for at least five percent (5%) of the fleet each month;

9. A senior corporate maintenance manager will perform on-site, semi-annual reviews of maintenance program performance; and

10. Audit results will be reported to the County. In-house audit reports will be presented monthly and will, at a minimum, include number of defects found per bus, trend analyses by functional category and severity code (as defined in the maintenance auditor’s report) and by technician; corrective remedial actions will also be included. Corporate audits will minimally include a written narrative of findings, trend analyses, and corrective remedial actions.

Section 12.8.22: Miscellaneous

Upon request, the Vendor shall provide labor for miscellaneous maintenance-related activities such as installing brochure holders, first aid kits, relocating fareboxes, changing seat spacing and other similar activities. The Vendor shall invoice the County for labor based on the hourly rates submitted in its proposal.

Section 12.8.23: Maintenance Support for Emergencies

At any time, an emergency situation can arise in the County. Potential emergencies range from chemical spills, fires, explosions, natural disasters, and criminal incidents. History has shown that the County will likely experience a weather-related natural disaster (i.e. hurricane, tropical storm, tornado, etc.) of uncertain duration. During such times, local, state or federal declarations of emergencies may be called. For these events, the County has been called upon to evacuate vulnerable populations, such as disabled and seniors to transport to shelter locations. The Vendor is expected to annually review all relevant and related emergency plans (County, state and local, etc.) and coordinate with the County’s Emergency Operations and Public Safety Divisions to meet these expectations as outlined in various local and regional emergency plans. This may require the vendor to supply adequate support personnel and equipment prior to, during, and after the
emergency, depending on public need. Unless the emergency is the result of a willful or negligent act on the Vendor’s part, the County will pay for reasonable costs associated with implementing activities requested by the County in response to emergencies. A proposed emergency response plan shall be submitted in proposals that pertain to the Vendor’s support of Lake County’s maintenance program. This emergency response plan shall include a labor rate and per diem rate or methodology for calculating such a rate.

Section 12.8.24: Vehicle Towing & Hiking

The Vendor shall be responsible for performing or arranging for the performance by subVendors of vehicle towing or hiking.

a. Vehicle towing must, in cases of on-road failure, accident, or any other similar cause whatsoever, be provided by the Vendor or a third party engaged by the Vendor. The Vendor shall be responsible for providing personnel, vehicle(s) and equipment for this purpose beyond those provided and funded by the County, as needed to meet the terms of the RFP.

b. Vehicle hiking is the moving of a vehicle from one point to another (one or both points being outside of the maintenance facility) by the Vendor’s staff. The Vendor may not charge the County for vehicle hiking within 35 miles of the Maintenance Facility. The Vendor may charge for staff time at normal hourly rates for vehicle hiking for a period not to exceed four (4) hours per two (2) persons or two (2) hours per person. The Vendor may not, in any case, charge the County for driving time necessary to procure parts or for similar activities. It is expected that vehicles experiencing on-road failures will be removed and in transit to repairs as soon as possible and no later than one hour.

c. The Vendor is expected to make arrangements for towing and repair of all vehicles that may experience failure outside the service area (distances of more than 50 miles from the maintenance facility). In such cases, the County will not be responsible for additional expenses incurred by the Vendor to provide this service.
d. If the Vendor has the capability of providing towing services, please indicate so in the Pricing Section. “Regular” towing services are defined as being performed during LakeXpress and Lake County Connection service hours, M-F, 3:30 a.m. to 9:30 p.m. (the hours where vehicles are preparing for pull-out and returning from revenue service.) In addition to “Regular” towing services, Vendors who have the ability to tow vehicles may be requested to provide emergency towing services for vehicles outside of revenue service hours to include Monday through Sunday, 24 hours per day. Emergency services would be defined as towing services outside normal business hours from any location within the County. All vehicles towed shall be towed directly to the Vendor’s maintenance facility and/or designated repair shop. Pricing for towing services is requested in Section 4 as a per mile rate. If Vendor has a price sheet with towing prices defined, please include a copy with the bid submittal.

Section 12.8.25: Work Quality/Warranty

The Vendor shall guarantee repairs against any and all defects in workmanship, parts or materials. All work performed shall be subject to an unconditional repair warranty of one (1) year/12,000 miles on labor and the repair parts shall have the standard manufacturer’s warranty. All warranties shall be enforced and honored by the Vendor. The Vendor shall guarantee that all repairs performed will return the vehicle to manufacturer’s specifications. Failure to comply with this requirement shall result in immediate return of the vehicle at the expense of Vendor for prompt repair.

Section 12.8.26: Vehicle Cleaning

The Vendor shall be responsible for maintaining the cleanliness of all assigned transit revenue and non-revenue vehicles used in the provision of LakeXpress and LCC services in order to provide a positive public image and appearance. As part of their response to this solicitation, the Vendor will describe and provide their proposed Bus Cleaning Program and how they will comply with the terms of this section. This submittal document shall include a proposed cleaning schedule based
on the County’s fleet composition and operations and sample cleaning forms that convey the Vendor’s oversight of interior and exterior vehicle cleaning. Cleaning programs shall be in accordance with the standards outlined in the Transit Cooperative Research Program (TCRP) Synthesis 12, available at http://onlinepubs.trb.org/onlinepubs/tcrp/tsyn12.pdf. During Phase I, the Vendor will submit for County approval, their Bus Cleaning Program. As part of this program, the Vendor will supply digital photos (by vehicle type) showing acceptable cleaning standards for the exterior and interior. (Tab Q. Cleaning Program/Policy)

**Vehicle Interiors.** At a minimum, the interiors of all buses used in revenue service shall be swept, trash emptied, dusted and spot-mopped daily. All bus interiors shall be fully mopped, windows cleaned, and driver’s area cleaned weekly. All vehicle interiors shall be fully cleaned and detailed throughout monthly, including driver’s area, dashboard, pull cords, windows, ceiling, walls, seats, and all other interior areas. More frequent cleaning shall occur as necessary. All vehicles interiors shall be deep cleaned by a professional cleaning company at least once a year. Additionally, the Vendor will be required to remove all noticeable trash, such as newspapers and litter from each vehicle after each pull-in and prior to pull-out. Vehicle will be kept free of roaches and other insects or rodents and interiors will be kept free of noxious odors from cleaning products, pest control products, exhaust fumes, and other sources. The Vendor 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 employees. At a minimum, interior steam cleaning will be performed during each regularly-scheduled PM.

**Graffiti.** The Vendor is responsible for removal of 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 into 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. (Tab Q. Cleaning Program/Policy)

**Performance Standard:** The Vendor is required to remove graffiti from one hundred percent (100%) of all bus interiors and exteriors within one week of notification of such graffiti.
**Methodology:** Review and evaluation of weekly bus cleaning report, Pre-trip/Post trip pre-reports and random inspections.

**Penalties:** The Vendor will be charged one times the current hourly base rate for each vehicle found to not have had graffiti removed.

*Vehicle Exteriors.* At a minimum, the exteriors of all buses used in revenue service shall be washed **every seven (7) days** with more frequent washing as necessary, particularly during periods of inclement weather and heavy transit use. The Vendor shall hand wash all vehicle exteriors if automated vehicle wash equipment fails or is unavailable. The exterior of each transit vehicle shall be kept clean from road dust, mud, tar, grime, and graffiti. The wheels, backs, fronts and sides must be cleaned daily prior to the vehicle going into service. All transit revenue vehicle exteriors shall be washed at least once weekly regardless of service use. The undercarriage and engine compartment will be steam cleaned on a regular basis to prevent build-up of grease, oil, road grime, etc., and to remove chemicals. *(Tab Q. Cleaning Program/Policy)*

**Performance Standard:** The Vendor is required to wash one hundred percent (100%) of all bus exteriors each week. All non-revenue vehicle exteriors are to be cleaned/washed every week.

**Methodology:** Review and evaluation of weekly bus cleaning report, Pre-trip/Post trip pre-reports and random inspections. Review of weekly non-revenue vehicle cleaning reports.

**Penalties:** The Vendor will be charged one times the current hourly base rate for each vehicle exterior found to have not been cleaned/washed each week.

*Cleaning Reports & Inspections.* The Vendor shall maintain an on-going, daily, complete cleaning record for County review and shall immediately clean within one day, any transit revenue vehicle, upon request by the County. A monthly report shall document the date and type of each daily, weekly, and monthly cleaning (interior and exterior) required above for each assigned vehicle in the Contract, noting special work done (such as graffiti removal, etc.) County staff shall issue a cleaning citation/documentation to the Vendor for each vehicle inspected and found not to be cleaned. Repeated failure (five citations/documentation within a three (3) month period) to properly clean vehicles shall result in a charge of $500.00 for every five-citation occurrence.
**Performance Standard:** The Vendor is required to daily, weekly, monthly, quarterly and annual reports of vehicle cleaning and inspection details for all vehicles in the Contract.

**Methodology:** Review and evaluation of all cleaning and inspection reports for all vehicles, validated patron complaints and random inspections.

**Penalties:** The Vendor will be charged one times the current hourly base rate for each vehicle found to no documentation of cleaning and detail.

This listing is not inclusive and other procedures/standards may be added at the County’s discretion. All instances of non-compliance shall be documented to the Vendor by the County, noting date, time, and violation specifics.

**12.8.27: Maintenance Performance Standards**

As part of an overall risk management program, Lake County has included several service and performance standards. The County has determined that some of these performance standards include penalty provisions which shall be reasonably calculated to reflect the anticipated damages that the County might suffer as the result of an inadequacy or delay in Contract performance, and such damages would be difficult or impossible to determine. Lake County treats poor performance by its transit maintenance provider as potentially “damaging” to passenger safety, our transit service reliability and therefore, have attempted to quantify the damages throughout this Contract.

Penalties may be imposed for an entire performance standard, an entire FTA-funded Contract; or imposed for a readily identifiable milestone or deliverable. The measurement period may be more frequent than a day, where appropriate. This solicitation clearly identifies the conditions of which the penalties will be imposed and the established rate that damages will be charged. The procurement file will document the calculation rationale and ensure it is reasonable, proper and not arbitrary or punitive.
Cleaning Requirements. All assigned transit revenue and non-revenue service vehicles used in LakeXpress and LCC revenue and non-revenue service shall be properly washed and cleaned prior to being put into revenue or non-revenue service. Additionally, the Vendor will be required to remove all noticeable trash, such as newspapers and litter from each vehicle after each pull-in and prior to pull-out. Correction citations/documentation will not be issued for cleanliness during inclement weather. This does not relieve the Vendor of the responsibility for anticipating operating problems or operating in adverse conditions. (Tab Q. Cleaning Program/Policy) Cleaning Services will be performed with attention to the following cleaning standards for all areas interior and exterior as applicable:

**NOTE: HOT, CLEAN WATER IS TO BE USED AT ALL TIMES; DEODORIZER: SHALL BE SPRAYED THROUGHOUT THE BUS INTERIOR AND INCLUDED IN THE MOP WATER CREATING AN EFFECTIVE, PLEASING PRODUCT.**

The following applies to buses, vans and sedans:

**Glue, Stickers, Graffiti, Tape, and Gum:** remove using an effective product from floors, ceilings, side panels, seats, windows, etc. Scraping action (putty knife / screws) can be used, but no gouging, scratching, etc.

**Trash:** Remove all litter and debris from bus interiors. At the end of shift, all trash either swept out of or collected in the Fleet shall be safely disposed.

**Operator's Area:** Clean thoroughly using all-purpose cleanser and dry. Area includes the seat, under seat, frame, dashboard, visor, windshield, side window, window framing, steering wheel and mount, communication area, vanity panel, etc. Seat shall be moved fully forward in order for debris to be removed from behind and beneath it. Apply Armor All or approved equal type product. Buff dry, leave no residue. Wipe fabric seats with upholstery shampoo-laden cloths.

**Fare Collection Equipment:** Clean exterior using clean, lint-free cloth dampened with all-purpose cleaner, wipe with water-dampened clean lint-free cloth, then dry with a clean, lint free cloth.

**Note: No spray liquid is permitted for this process.**
2-Way Radio: Clean exterior using clean, lint-free cloth dampened with all-purpose cleaner, wipe with water dampened clean, lint-free cloth, then dry with a clean, lint free cloth. 

*Note: No spray liquid is permitted for this process.*

Video Surveillance System: **DO NOT MOVE** cameras while cleaning. In addition to interior cameras, clean exterior cameras using clean, lint-free cloth dampened with all-purpose cleaner, then dry with a clean, lint free cloth. *Note: No spray liquid is permitted for this process.*

Fire Extinguisher and Triangle Box: Remove dust using water-damped cloth, and dry. (Items remain mounted) Immediately notify Operations Manager or Safety Manager, if missing, defective, unable to place in mounting bracket, etc.

Ceiling: Ceiling, Interior lighting and Escape Hatches: Wash thoroughly using all-purpose cleaner; dry leaving no residue.

Electronic Signs: Clean all sides thoroughly using all-purpose cleaner and dry leaving no smears. Passenger Signal Pull Cords and Yellow Contact Strips: Clean by using all-purpose cleaner and dry. *Note: No spray liquid is permitted.*

All Interior Walls and Advertising Panels: Clean thoroughly using all-purpose cleaner and dry. Leave no smears, smudges or residue.

Air Conditioning Intake Panel and Vents: includes either rear and / or ceiling mounted. Clean thoroughly using all-purpose cleaner and dry. Leave no smears, smudges or residue. The exposed areas of vents are to be cleaned leaving no residue. Prevent drips to seats. Rear panels with carpet are to be vacuumed.

Windows: tracks, outer edges, hand pulls / openers and glass panels: Clean thoroughly using all-purpose cleaner and dry. Leave no smears, smudges or residue. Prevent drips on seats.
Mirrors: Clean thoroughly using glass cleaner leaving no residue, streaks or smears. Squeegee dry where possible. Dry wipe any residual marks. Prevent drips on seats.

Passenger Seating, Vinyl and / or Fabric: Clean, sanitize and deodorize all areas; includes the metal / plastic frames and hold railing; Coverings to be inspected for spots, cleaned and dried; Vinyl covered seats are to be lifted and all dust, debris and build up cleaned from waved wires and floor below; Apply Shine Plus or a product of equal value to vinyl seat backs, buff dry leaving no residue. Wipe seat mounts with dampened cloths; apply Shine Plus or a product of equal value. Clean fabric seats and seat backs thoroughly by wiping with cloths containing upholstery shampoo. Clean fabric with portable steam cleaning equipment as needed. Wipe clean the metal underside of folding seats, retractable seat restraints (return to retractors) and apply Shine Plus or a product of equal value to metal parts.

Doors: Clean thoroughly using glass cleaner on all interior glass areas. Use general purpose cleaner to clean the remainder of door panels including touch bars, handles, upper casing, where applicable glass / light, casings to the ceiling, and rubber stripping.

Grab Rails / Upper and Lower Stanchions: Clean thoroughly using all-purpose cleaner leaving no smudges.

Wheel Well Covers: Clean all covers thoroughly using all-purpose cleaner. Apply Shine Plus or a product of equal value.

Step Wells: Remove all gum and sweep. Hand clean thoroughly by scrubbing with soap and brush. Close doors to clean comers and step edges. Rinse with clean water and mop dry. Deodorize if necessary.

Note: This is the only interior area where running water is permitted.

Final Step - Floor: Remove all debris, sweep and vacuum. Wet floor with mop and scrub thoroughly using soap and a brush. Mop rinse with clean water containing disinfectant. Allow to air dry. Note: No running water or buckets of water poured on the floor shall be allowed.
**Performance Standard:** One hundred percent (100%) of assigned transit revenue and non-revenue service vehicles used in *LakeXpress and LCC* operation shall be properly cleaned daily prior to being put into revenue or non-revenue service, including trash removal.

**Methodology:** Review and evaluation of weekly bus cleaning report, Pre-trip/Post trip pre-reports, validated patron complaints and random inspections.

**Penalties:** The Vendor will be charged one times the current hourly base rate for each vehicle found to have not been cleaned prior to daily revenue and non-revenue service.

---

**Performance Standard:** One hundred percent (100%) of all revenue and non-revenue service vehicle exteriors shall be properly washed and interiors shall be fully mopped, windows cleaned, and driver’s area cleaned weekly.

**Methodology:** Review and evaluation of weekly bus cleaning report, Pre-trip/Post trip pre-reports, validated patron complaints and random inspections.

**Penalties:** The Vendor will be charged one times the current hourly base rate for each vehicle found to have not been cleaned each week.

---

**Performance Standard:** One hundred percent (100%) of all revenue and non-revenue service vehicle interiors shall be fully cleaned and *detailed* throughout each month, including driver’s area, dashboard, windows, ceiling, walls, seats, and all other interior areas. More frequent cleaning shall occur as necessary.

**Methodology:** Review and evaluation of monthly bus cleaning/detail report, Pre-trip/Post trip pre-reports, validated patron complaints and random inspections.

**Penalties:** The Vendor will be charged one times the current hourly base rate for each vehicle found to have not been cleaned and detailed each month.

---

**Performance Standard:** One hundred percent (100%) of all revenue and non-revenue service vehicle interiors are to be deep cleaned by a professional cleaning company at least twice a year.
**Methodology:** Review and evaluation of bi-annual bus cleaning/detail report, Pre-trip/Post trip pre- reports, validated patron complaints and random inspections.

**Penalties:** The Vendor will be charged one times the current hourly base rate for each vehicle found to have not been professionally deep cleaned every six months.

**HVAC.** The Vendor shall adhere to published manufacturer service and maintenance guidelines to maintain properly operating air-conditioning and heating systems on all assigned transit revenue vehicles used in LakeXpress and LCC service. At a minimum, heating and air conditioning systems shall be operable on all transit revenue and non-revenue vehicles. Properly operating, as used herein, is defined as a functioning system capable of maintaining an interior ambient temperature of between 60°F to 80°F at all times when the transit revenue or non-revenue vehicle is in service. No assigned transit revenue vehicle shall be operated in revenue service without properly functioning heating or air-conditioning systems.

**Performance Standard:** One hundred percent (100%) of all vehicles in revenue or non-revenue service shall have properly operating heating systems air conditioning systems on a daily basis. Heating and air conditioning system repairs shall be completed within 24 hours of notification of inoperability unless delays are caused due to missing/back-ordered parts.

**Methodology:** Pre- and post-trip vehicle inspection reports, maintenance reports and work orders, and validated patron complaints.

**Penalties:** The Vendor will be charged one times the current hourly base rate for each vehicle found to not have properly working heating or A/C systems.

**Destination Signs/Pasenger Information Systems and Equipment.** The Vendor shall maintain properly operating electronic destination signs, audio and visual automated collection equipment on all assigned transit revenue vehicles used in LakeXpress and LCC service. The Vendor will be responsible for programming and coding all destination headsigns/or service headings. This equipment is required and necessary for our disabled and senior populations. Properly operating shall be defined as capable of displaying all alphanumeric characters and destinations as supplied by the County including special messaging. Both the front, rear and side electronic signs are to operate in unison with all current and/or updated destinations displayed as appropriate. No
assigned transit revenue vehicle shall be operated in revenue service without properly functioning electronic destination signs.

**Performance Standard:** One hundred percent (100%) of all vehicles in revenue service shall have properly operating destination signs, audio and visual automated collection information equipment on a daily basis. Audio, visual and automated collection equipment shall be repaired within three (3) calendar days, subject to the availability of parts.

**Methodology:** Pre- and post-trip vehicle inspection reports, maintenance reports/work orders, validated patron complaints and random inspections.

**Penalties:** The Vendor’s current hourly base rate multiplied by the number of in-service vehicle components found to be not working or inoperable in accordance with the standards identified in this section.

*Wheelchair Lifts/Ramps.* The Vendor shall maintain properly operating wheelchair lifts and/or ramps and securing equipment on all assigned transit revenue vehicles used in LakeXpress and LCC service in accordance with ADA Guidelines and FTA Safety Standards. Properly operating shall be defined as the lifts or ramps being fully functional using in-place or automated remote controls which provide egress to transit revenue vehicles in accordance with ADA requirements. No assigned transit revenue vehicle shall be operated in revenue service without properly functioning wheelchair lifts and/or ramps.

**Performance Standard:** One hundred percent (100%) of all vehicles in revenue service shall have properly operating wheelchair lifts and/or ramps on a daily basis. Malfunctioning wheelchair lifts or ramps shall be repaired within three (3) calendar days, subject to the availability of parts.

**Methodology:** Pre- and post-trip vehicle inspection reports, maintenance reports/work orders, validated patron complaints and random inspections.

**Penalties:** The Vendor’s current hourly base rate multiplied by the number of in-service vehicle components found to be not working or inoperable in accordance with the standard.

*Ancillary Bus Equipment.* The Vendor shall maintain properly operating pull cords and/or touch strips, two-way radios, security cameras, TSP transponders, tablets, APC’s AVL and automated
voice annunciator units on all assigned transit revenue vehicles used in LakeXpress and LCC service. Properly operating shall be defined as being fully functional. No assigned transit revenue vehicle shall be operated in revenue service without properly functioning pull cords and/or touch strips, tablets two-way radios, security cameras, TSP transponders, AVL and APC’s and automated voice annunciator units, unless authorized by the County.

When the Vendor comes to the knowledge of any maintenance and repair issues with the following ancillary equipment on all vehicles:

- Two-way radios
- Security cameras
- Transit Signal Priority transponders (Not applicable at the time of the Contract Award)
- Mobile Data Units/Tablets
- Vehicle Logic Units
- Automatic Passenger Counts
- Automatic Vehicle Locators
- Automated Voice Announciators
- Automated farebox systems (Point of Sale (POS), or other terminals) (Not applicable at the time of the Contract Award)

Vendor will immediately notify the Transit Division in writing and via telephone noting the date and time the issue was brought to their knowledge and by whom (bus driver, Operations Vendor staff, etc.) to coordinate repairs of ancillary equipment with the County’s Third Party ITS Vendor.

**Performance Standard:** One hundred percent (100%) of all vehicles in revenue service shall have properly operating pull cords and/or touch strips, two-way radios, security cameras, TSP transponders, APC’s, Mobile Data Units/tablets, AVL and voice annunciator units on a daily basis. All vehicle ancillary equipment shall be repaired within three (3) calendar days, subject to the availability of parts.

**Methodology:** Review of pre- and post-trip vehicle inspection reports, maintenance reports/work orders and validated patron complaints.
Penalties: The Vendor’s current hourly base rate multiplied by the number of in-service vehicle components found to be not working or inoperable in accordance with the standards identified in this section.

Farebox Equipment. The Vendor shall maintain properly operating manual and electronic, registering fareboxes on all assigned transit revenue vehicles used in LakeXpress and LCC service. Properly operating fareboxes units shall be defined as being fully functional using Diamond Farebox guidelines for the maintenance of equipment and hardware attachments (Stanchions, etc.). As applicable, all automated remote keypads and lighted registering fareboxes, capable of accepting all allowable coins and currency as well as registering all count, fare media and revenue codes in accordance with County and regional requirements; electronic smart card readers, either magnetic or proximity capable of accepting all approved fare technologies. No assigned transit revenue vehicle shall be operated in revenue service without properly functioning manual or electronic fareboxes. The County anticipates the installation of new farebox units that are capable of accepting multiple types of payment and “smart” card technology. The Vendor shall acknowledge in the technical response to this solicitation that they are aware of the pending use of registering fareboxes and smart payment units and will coordinate with the designated Vendor of such future farebox technology for all maintenance and repairs. The Vendor shall propose how they will maintain the existing farebox equipment in the proposal submission.

Performance Standard: One hundred percent (100%) of all vehicles in revenue service shall have properly operating fareboxes and smart card units on a daily basis.

Methodology: Pre- and post-trip vehicle inspection reports, maintenance reports/work orders, validated patron complaints and random inspections.

Penalties: The Vendor’s current hourly base rate multiplied by the number of in-service vehicle components found to be not working or inoperable in accordance with the standards identified in this section.

Vehicle Repair, Maintenance, and Preventative Maintenance. The Vendor shall ensure that all transit revenue and non-revenue service vehicles used in LakeXpress and LCC service are properly maintained and that all scheduled preventative maintenance (PM) services are performed.
All transit revenue and non-revenue service vehicles shall be scheduled for and have performed vehicle servicing, maintenance, and upkeep as recommended by the manufacturer or specified guidelines as approved by the County and in accordance with the approved FDOT Maintenance Plan provided by the County (current plan), or other proposed Maintenance Plan or program proposed based on the County’s existing vehicle fleet, by the Vendor.

Further, the Vendor shall ensure that any transit service revenue and non-revenue vehicles that have not received scheduled preventive maintenance servicing or recommended OEM maintenance on a pre-determined interval or any vehicle listed as available for service, but is found to be defective or in need of maintenance or repair, shall not be placed in service until said maintenance or repair is performed. PM inspections for equipment supported by FTA shall be performed within +/-10% of scheduled standard PM (For example, scheduled 6,000 mile PM performed any time between 5,400 and 6,600 miles is considered to be on time.).

Maintenance or repair diagnostics shall occur within **twenty-four (24) hours of notification** by the County and/or its representatives to include, but not be limited to the County’s third party Operations or ITS Vendor, and its representatives. Any vehicle found to be in service that has not received scheduled preventive maintenance or OEM maintenance or repair, and is found to be defective or in need of maintenance or repair, shall be immediately removed from service. The County reserves the right to repair and/or inspect any and all vehicles at any time. All costs incurred by the County, including administrative costs to deliver vehicles to an authorized service center or have preventive or unscheduled maintenance accomplished by County forces, shall be charged to the Vendor.

**Performance Standard:** One hundred percent (100%) of all preventative maintenance (PM) services/inspections shall be completed on time in accordance with the manufacturer’s recommended minimum and/or FTA recommended scheduled service intervals and approved, Vendor-proposed FDOT Maintenance PM Interval Plan.

**Methodology:** Verification for meeting these maintenance standards shall be provided by the Vendor’s submission of daily, weekly, monthly, and annual maintenance reports to the County
showing adherence to maintenance schedules and performance of non-scheduled maintenance as established annually per the Contract.

**Penalties:** Five times the Vendor’s current hourly base rate multiplied by the number of PM’s not performed (first day missed) within the 10% threshold.

**Performance Standard:** One hundred percent (100%) of all repair diagnostics shall be completed within **24 hours** of notification to the Vendor of needed repairs. The County will be notified of repair needs within **one (1)** hour of Vendor being made aware of the needed repair. All repairs, chargeable (maintenance/repair item) or non-chargeable (warranty item), will be completed within three (1) day, unless Vendor notifies County of related parts, warranty delays.

**Methodology:** Verification of road call reports, maintenance standards, maintenance records and other vehicle history data submitted in the Vendor’s submission of daily, weekly, monthly and annual repair reports to the County showing adherence the standards concerning repair notification and processing of repairs.

**Penalties:** Five times the Vendor’s current hourly base rate multiplied by the number of buses not in revenue service multiplied by the number of days vehicles are out of revenue service.

**Performance Standard:** One hundred percent (100%) of all safety-related repairs and/or diagnostics shall be completed within **24 hours** of notification to the Vendor of needed repairs. The County will be notified of repair needs within **one (1)** hour of Vendor being made aware of the needed repair. All repairs, chargeable (maintenance/repair item) or non-chargeable (warranty item), will be completed within three (1) day, unless Vendor notifies County of related parts, warranty delays.

**Methodology:** Verification of road call reports, pre-post-trip inspection forms, maintenance standards, maintenance records and other vehicle history data submitted in the Vendor’s submission of daily, weekly, monthly and annual repair reports to the County showing adherence the standards concerning repair and notification of safety defects.

**Penalties:** Five times the Vendor’s current hourly base rate multiplied by the number of buses placed in revenue service with safety defects and/or out of service due to safety defects, multiplied by the number of days vehicles are out of revenue service.
Performance Standard: Eighty percent (80%) of all assigned transit revenue vehicles in the VOMS/Schedule of Operation (SO) are available for service on a daily basis.

Methodology: Verification for meeting VOMS/SO standards shall be provided by the Vendor’s submission of daily reports to the County showing adherence to VOMS/SO and availability of revenue vehicles and maintenance of 20% spare ratio for fleet.

Penalties: Five times the Vendor’s current hourly base rate multiplied by the number of buses not in revenue service multiplied by the number of days vehicles are out of service.

Inspections. The Vendor will be required to coordinate and schedule quarterly and as-needed inspections with independent, professional, third-party vendors of the County’s choosing. Inspection results are to be provided to the County detailing problems to be corrected. Based on the results of the inspections and at the sole discretion of the County, defects will be identified for repair and repaired by the Vendor at the vendor’s expense.

Performance Standard: One hundred percent (100%) of all identified defects must be repaired within three (3) calendar days of receiving a notice to repair by the County’s third-party Inspector.

Methodology: Review of Maintenance Inspection Report, daily, weekly and monthly pre-trip and post-trip inspections, maintenance records, warranty records, random inspection and vehicle inspections by the County.

Penalties: The Vendor will be charged one times the current hourly base rate for each item found to be out of compliance.

Performance Standard: One hundred percent (100%) of all safety-related repairs and/or diagnostics found by the County’s third-party Inspector shall be completed within 24 hours of notification to the Vendor of needed repairs. The County will be notified of repair needs within one (1) hour of Vendor being made aware of the needed repair. All repairs, chargeable (maintenance/repair item) or non-chargeable (warranty item), will be completed within three (1) day, unless Vendor notifies County of related parts, warranty delays.

Methodology: Verification of road call reports, pre-post-trip inspection forms, maintenance standards, maintenance records and other vehicle history data submitted in the Vendor’s
submission of daily, weekly, monthly and annual repair reports to the County showing adherence the standards concerning repair and notification of safety defects.

**Penalties:** Ten times the Vendor’s current hourly base rate multiplied by the number of buses placed in revenue service with safety defects and/or out of service due to safety defects, multiplied by the number of days vehicles are out of revenue service.

*Speeding, Aggressive Driving, Red Light Citations.* While operating County-owned vehicles and while in the possession of the Vendor, the Vendor shall be held to a speeding, aggressive driving, red light citation standard of zero (0) citations for all LakeXpress and LCC vehicles per month. All speeding, aggressive driving, red light citations/complaints received by the County and the Vendor will be counted in the monthly totals. The Vendor shall reply in writing to all speeding, aggressive driving, red light citations within **seven (7) calendar days** of receipt, and the Vendor shall notify the County of all speeding, aggressive driving, red light citations they receive. The Vendor shall be responsible for paying any applicable fines and/or fees within **seven (7) calendar days** of receipt of notice and shall provide copies of receipts and/or checks for verification.

**Performance Standard:** Zero (0) speeding, aggressive driving, red light citations for all LakeXpress and LCC routes per month.

**Methodology:** Review and evaluation moving violation citations, reports of aggressive driving, speeding, etc. by observers and or video monitoring via on-board cameras.

**Penalties:** The Vendor will be charged 10 times the current hourly base rate for each citation and any related fees as a result of delayed payment of applicable fines and/or fees due to delayed notification of the County of the Vendors infraction. Speeding, aggressive driving, red light citations caused by the Vendor and/or its staff or representatives which cause bodily harm or injury will result in a charge of $50,000 for each occurrence; if these violations result in a fatality a charge of $500,000 will be assessed.

*Other Traffic Citations.* While operating County-owned vehicles and while in the possession of the Vendor, the Vendor shall be held responsible for all parking and traffic citations and/or tickets received on LakeXpress and LCC services. The Vendor shall be held to a standard of less than one (1) incident for LakeXpress and LCC routes per month. The Vendor shall reply in writing to
the County for all violations and notices within **seven (7) calendar days** of receipt and shall be responsible for paying any applicable fines and/or fees within seven (7) calendar days of receipt of notice. The Vendor shall provide copies of receipts and/or checks for payment to the County for verification. The Vendor shall notify the County of all violations and notices they receive.

**Performance Standard:** Less than one (1) parking and/or traffic tickets/citations for all *LakeXpress and LCC* revenue and non-revenue vehicles per month.

**Methodology:** Review and evaluation of traffic and parking citations received by the Vendor and the County.

**Penalties:** The Vendor will be charged one times the current hourly base rate for each citation and any related fees as a result of delayed payment of applicable fines and/or fees due to delayed notification of the County of the Vendors infraction.

*Accidents.* The Vendor shall not have any accidents while supporting the Lake County Connection and LakeXpress revenue and non-revenue service vehicles; or accidents at the maintenance and storage property. Accident standards are as follows:

**Performance Standard:** Total non-serious accidents involving all LakeXpress and Lake County Connection revenue and non-revenue service vehicles shall not increase by more than ten percent (10%) over the previous fiscal year.

**Methodology:** Evaluation of accident reports, videos, patron reports and random inspections.

**Penalties:** Ten (10) times the Vendor’s current hourly rate for each accident that is more than ten percent of accidents classified as serious. Vendor will be charged $5,000 for each accident.

**Performance Standard:** Not more than ten percent (10%) of the accidents classified as “serious” as defined by the Federal Transit Administration (FTA) in each fiscal year.

**Methodology:** Evaluation of accident reports, videos, patron reports and random inspections.

**Penalties:** Twenty (20) times the Vendor’s current hourly rate for each accident that is more than ten percent of accidents classified as serious. Vendor will be charged $50,000 for each serious accident with non-revenue or revenue service vehicles.
**Performance Standard:** The accident rate shall not exceed four (4) accidents per 100,000 revenue miles for all revenue service vehicles.

**Methodology:** Evaluation of accident reports, videos, patron reports and random inspections.

**Penalties:** Five times the Vendor’s current hourly rate for four (4) or more accidents per 100,000 miles. Vendor will be charged $25,000 multiplied by each four accidents beyond the four accidents per 100,000 miles of revenue service.

**Performance Standard:** Zero (0) accidents at the transit property.

**Methodology:** Evaluation of accident reports, videos, patron reports and random inspections on the transit property and at the storage facility.

**Penalties:** Twenty (20) times the Vendor’s current hourly rate for each accident that is more than ten percent of accidents classified as serious. Vendor will be charged $50,000 for each serious accident with non-revenue or revenue service vehicles.

**Performance Standard:** Zero (0) fatalities in the performance of the Contract.

**Methodology:** Evaluation of accident reports, videos, patron reports and random inspections on the transit property and at the storage facility and for all revenue and non-revenue vehicles.

**Penalties:** One hundred thousand dollars ($500,000.00) for each accident or incident resulting in a fatality found to be caused by Vendor.

**Performance Standard:** One hundred percent (100%) of all accident/incident reports evidencing damage to County facilities, grounds, rolling stock or equipment shall be submitted to the County within twenty-four (24) hours of the accident or incident. The County shall be notified of all accidents and/or incidents within one (1) hour of Vendor’s knowledge of the accident and/or incident. Unreported accidents and incidents will be assessed from the day of the accident/incident to the day the report is received.

**Methodology:** Review and evaluation of accident/incident reports and notification of reported accidents or incidents and review of parts, service and repair work orders.

**Penalties:** Ten (10) times the Vendor’s current hourly rate for each accident/incident that the County is not notified of within one (1) hour of Vendor coming to the knowledge of the
accident/incident. Failure to notify the County of the accident/incident causing damage to County facilities, grounds, rolling stock or equipment within one (1) hour of being made aware of the damage shall result in the County withholding five hundred dollars ($500.00) per day of non-County notification.

Vehicle Body Damage & Maintenance. The Vendor is responsible for diagnosing and repairing all body damage (incidental, minor, and major) occurring on any assigned transit revenue and non-revenue vehicle under this Contract. The body damage standards below apply to transit revenue and non-revenue vehicles’ interiors and exteriors, including all front, side, and rear body panels, doors, windows, seats, bumpers, wheels, stanchions, grab rails, mirrors, and any components or parts affixed or attached to same. The Vendor shall maintain and meet the following body damage repair standards:

**Performance Standard:** One hundred percent (100%) of all transit revenue and non-revenue vehicles shall be maintained and repaired by the Vendor on an on-going basis, including painting, lettering, numbers, logos and striping within seven (7) days of notification of missing painting, lettering, numbers, logos and striping. The County shall inspect one hundred percent (100%) of all transit revenue vehicles for compliance on a regular basis. The County shall be notified of all painting, lettering, numbers, etc. within one (1) day of Vendor being made aware of the needed repair.

**Methodology:** Review and evaluation of all lettering, painting, numbers, logos and striping and reports from County Vendor on signing, striping, logos, numbers and lettering and review of compliant logos and numbers and driver pre-post trip inspection reports

**Penalties:** The Vendor’s failure to repair signing, striping, logos, lettering and numbers within seven (7) days, and/or notifying the County of delays beyond the seven (7) day period, shall result in the County withholding one thousand dollars ($1,000.00) per incident and $500 per day until the vehicle is repaired and returned into revenue service. Failure to notify the County of the signing, striping, logos, letter and numbers, one (1) hour of being made aware of the damage shall result in the County withholding $500 per day for non-County notification.
**Performance Standard:** Any and all incidental and/or minor body damage shall be fully repaired by the Vendor within **fourteen (14) calendar days** of the accident and/or discovery of damage. The County will be notified of incidental and/or body damage within **one (1)** hour of Vendor being made aware of the incidental and/or body damage.

**Methodology:** Review and evaluation of accident/incident reports and notification of reported accidents or incidents and body damage, pre-trip and post-trip inspections, random inspections and driver notification.

**Penalties:** The Vendor’s failure to repair minor body damage in the time frame specified, and/or notifying the County of delays beyond the fourteen (14) days shall result in the County withholding five thousand dollars ($5,000.00) per repair incident and $500 per day until the vehicle is repaired and returned into revenue service. Failure to notify the County of the incidental and/or minor body damage within one (1) hour of being made aware of the damage shall result in the County withholding $500 per day for non-County notification.

**Performance Standard:** Any and all major body damage shall be fully repaired by the Vendor within **thirty (30) days** of the accident and/or discovery of damage. The County will be notified of major body damage within **one (1)** hour of Vendor being made aware of the major body damage.

**Methodology:** Review and evaluation of accident/incident reports and notification of reported accidents or incidents and body damage, pre-trip and post-trip inspections, random inspections and driver notification.

**Penalties:** The Vendor’s failure to repair major body damage in the time frame specified, and/or notifying the County of delays beyond the thirty (30) days, shall result in the County withholding fifty-thousand dollars ($50,000.00) per repair incident and $500 per day until the vehicle is repaired and returned into revenue service. Failure to notify the County of the major body damage within one (1) hour of being made aware of the damage shall result in the County withholding $500.

**ASE Certifications, Safety and Maintenance Training.** A listing of all maintenance personnel shall be provided to the County monthly listing their ASE certifications and Training. A copy of each staff person’s ASE certifications and Training shall be provided monthly.
**Performance Standard:** The Vendor shall ensure that all maintenance personnel, all maintenance managers, and team leaders have ASE certifications and receive the appropriate safety and maintenance training necessary to support this Contract.

**Methodology:** Review of credentials of all maintenance personnel and their relevant ASE Certifications, maintenance and safety training credentials in monthly reports of training and certification.

**Penalties:** The Vendor’s failure to have all maintenance work performed by ASE Certified mechanics shall result in the County withholding the current hourly rate for each hour of work performed by non-certified mechanics and technician.

**Deliverables.** Throughout this solicitation, the Vendor has a number of deliverables it is required to provide the County. The Vendor is required to provide one hundred percent (100%) of all deliverables within the time frames specified completed and in the proper format requested.

**Performance Standard:** The Vendor is required to provide one hundred percent (100%) of all deliverables within the time frames specified complete and in the proper format requested.

**Methodology:** Receipt and evaluation of complete and accurate deliverables consistent with the prescribed format, condition and placement.

**Penalties:** Five (5) times the Vendor’s current hourly base rate for each occurrence of non-compliance with required delivery format and $500.00 per occurrence.

**Drug & Alcohol Testing.** The Vendor shall be responsible for ensuring full compliance with regulations as required by the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA), the Florida Department of Transportation (FDOT) regarding drug and alcohol testing for safety sensitive employees and will be required to provide a Substance Abuse Policy and certification of such compliance to the County and any other agencies as required by law, and for cause as deemed necessary by the County. The Vendor is responsible for any and all drug and/or alcohol testing and resulting discipline and/or employee counseling imposed as a result of positive employee test results during the course of the contract.
**Performance Standard:** The Vendor shall provide annual certification of compliance with regulations to include current certifications for the Medical Review Officer (MRO) and all facilities where testing is conducted. On a monthly basis the Vendor must provide copies of random drug and alcohol tests; documentation of required training; and any accident/incident reports that are defined by the FTA as reportable.

**Methodology:** Receipt and evaluation of Substance Abuse Policy and annual certification of compliance and results of random drug testing performed by the Vendors MRO.

**Penalties:** Five (5) times the Vendor’s current hourly base rate for each occurrence of non-compliance with required FTA Drug and Alcohol random drug and alcohol screenings and an additional one thousand dollars ($1,000).

**Required Facility, Equipment and Staffing** - The Vendor shall furnish all labor, materials, tools, and equipment necessary for satisfactory Contract performance and as recommended by the vehicle or equipment manufacturer(s). The Vendor must have clean, complete, modern facilities or access to such facilities.

Vendor shall maintain adequate administrative and operations personnel to support the Contract. Vendor shall have adequate machinery, equipment, diagnostics, and staff to perform any type of repair required under the contract, including adequate tooling machinery capable of in-house suspension repairs and alignments for the transit vehicles. The vendor shall also possess all special hand tools and special equipment recommended by vehicle manufacturers to effectively and efficiently make repairs.

Vendor shall abide by all applicable OSHA requirements. Furthermore, all maintenance mechanics and technicians assigned to the County’s projects shall be ASE or factory certified mechanics. All material, workmanship, and equipment shall be subject to the inspection and approval of the County.

**Performance Standard:** The Vendor shall provide all facilities machinery, equipment, and staff necessary to support this Contract in accordance with the terms herein.
**Methodology:** Review of performance standards and Vendor inspection reports and maintenance of fleet, facilities, parts, staff and equipment for compliance with all OEM, state, local and federal requirements and standards.

**Penalties:** Failure to provide the necessary machinery, facilities, equipment and staff to support this Contract may lead to termination and a charge of $250,000 if the Vendor is found to not have the technical and financial capacity to manage the maintenance of Lake County’s revenue and non-revenue transit vehicles.

*Repair Time Completion/Delivery.* The Vendor must make a good faith effort to complete repairs in a timely manner after the vehicle has been authorized for repair. As part of the vendor quoted cost for repair, the Vendor shall provide an estimated repair time for completion of work based on the MIS. Should an extension of this time period be needed beyond the standard repair time, the Vendor shall request a time extension from the County immediately after the known delay. This time extension shall be in writing and shall include the reason and backup documentation for the delay and new time of completion. Time extensions shall only be granted for parts delivery delays or changes in scope of work by the County. The total of such damages will be deducted from the Vendor’s final invoice, in accordance with the penalties outlined in this solicitation.

In the event of failure by the Vendor to deliver services in accordance with the contract terms, after oral or written notice, the County may cancel the notice to proceed (NTP), retrieve the vehicle, and procure the services from other sources as necessary. Repeated failure of a Vendor to perform in accordance with the contract terms and/or notices to proceed may result in termination of the contract.

**Performance Standard:** The Vendor shall provide an estimated time of repair for all parts, powertrain and PM based on the Maintenance Information System standards provided to the County in this proposal. The Vendor shall provide the County with notification of all repair times and delays in repair times within one (1) day of known delay.

**Methodology:** Review of repair standards, pre-trip and post-trip inspection and the standards in the MIS and the inspection of vehicles and repair notices and actual repair dates provided by the Vendor to the County.
**Penalties:** Five (5) times the Vendor’s current hourly base rate for each occurrence of non-compliance with the MIS Repair standard and failure to notify the County within one day of delays beyond standard MIS repair shall result in the Vendor assuming the associated costs of the repairs and the delay at a cost of $500.00 per day of delay.

*Delivery, Pick-Up and Storage of Vehicles.* The Vendor shall have the capability of transporting and storing vehicles. While the vehicle is being repaired or is awaiting repairs, the vehicle shall be stored in a safe, secure location in accordance with FDOT and FTA standards. Storage shall be at no charge to County.

Upon completion of the repair services, the vendor should notify the County and/or the Operations Vendor to advise when the vehicles are ready to be picked up. Depending on the operations schedule and service the Vendor may be requested to deliver the vehicle to the County at one of its designated facilities, if County staff and its Operations Vendor staff cannot pick up the vehicle. These deliveries shall be made to the current Operator’s location (currently the Leesburg Ride Right, LLC facility), the Fruitland Park Transit Division location, or other designated location in Lake County to ensure revenue service. The Vendor shall provide a sample vehicle delivery/pick-up and/or drop-off form that they propose for use with the Lake County transit operation.

Upon receipt of the vehicle, all work will be inspected by the County’s representative, which may include the County’s Operations Vendor before acceptance. Improperly repaired vehicle(s) will be returned to the Vendor for proper repair. All returned work must be completed at the Vendor’s expense according to industry standards. Please submit an example of a vehicle acceptance form in the proposal response.

**Performance Standard:** The Vendor must notify the County, or its designee via telephone and email within one (1) hour of completed repairs and maintenance advising that the vehicle is available for pick-up or drop-off. The Vendor must receive signature from the County and/or its designee on the vehicle delivery form documenting at the minimum, the date, time and location of delivery or pick-up by the Vendor and/or the County.
**Methodology:** Verification of road call reports, maintenance standards, maintenance records and other vehicle history data submitted in the Vendor’s submission of daily, weekly, monthly and annual repair reports to the County showing adherence the standards concerning repair notification and processing of repairs.

**Penalties:** The Vendor’s failure to notify the County of vehicles available for pick-up and/or delivery following repairs, maintenance, etc. shall result in the County withholding one thousand dollars ($1,000.00) per incident and five hundred dollars ($500.00) per day until the vehicle returned into revenue service. Failure to notify the County of the completed repairs and availability of vehicle to pick-up or drop-off within one (1) hour of being made aware of the vehicle available to return to revenue service, shall result in the County withholding $500 per day for each occurrence of non-notification.

**Road Calls.** The vendor is expected to provide roadside assistance for all vehicle failures while vehicles are in revenue service, to determine the extent of mechanical failure. Appropriate repairs shall be made in accordance to the aforementioned repair standards for minor and major repairs and maintenance. Vendor personnel shall be en route for road service within five (5) minutes after receipt of call. The Vendor shall provide the vehicle(s) for this activity.

**Performance Standard:** One hundred percent (100%) of all road call repairs diagnostics shall be completed within **twenty-four (24) hours** of notification to the Vendor of needed repairs. The County will be notified of the estimated repair needs within one (1) hour of Vendor being made aware of the needed repair. All repairs, chargeable (maintenance/repair item) or non-chargeable (warranty item), will be completed within three (3) days, unless Vendor notifies County of related parts, warranty delays.

**Methodology:** Verification of road call reports, maintenance standards, maintenance records and other vehicle history data submitted in the Vendor’s submission of daily, weekly, monthly and annual repair reports to the County showing adherence the standards concerning repair notification and processing of repairs.

**Penalties:** The Vendor’s failure to complete road call repairs in accordance with generally accepted repair standards and those set forth in the respect repair and maintenance sections of this document, shall result in the County withholding one thousand dollars ($1,000.00) per incident
and $500 per day until the vehicle is repaired and returned into revenue service. Failure to notify the County of the road call within one (1) hour of being made aware of the road call shall result in the County withholding $500 per day for each day of non-notification.

SECTION 12.9: OTHER REFERENCE GUIDANCE AND INFORMATION FOR VENDORS ON BASIC REQUIREMENTS

States and Vendors performing on behalf of designated recipients of Federal and State funds must keep Federally funded equipment and facilities in good operating order and maintain ADA accessibility features. The selected Vendors must be knowledgeable in satisfaction of the requirements concerning maintenance and operations which are governed by the following Federal Circulars and other industry and vehicle information concerning maintenance, procurement and operation of Federal assets.

Federal References (All references are available on-line via a search engine)

1. 49 CFR Chapter 53, Federal Transit Laws
2. 49 CFR Part 37, “Transportation Service for Individuals with Disabilities (ADA)
4. FTA Master Agreement
5. FTA Circular 5010.1E “Grant Management Requirements
6. FTA Circular 9030.1D “Urbanized Area Formula Program: Grant Application Instructions
7. FTA Circular 9070.1G “Elderly Individuals and Individuals with Disabilities Program Guidance and Application Instructions
8. FTA Circular 4220.1F “Third Party Contracting Guidance”

Manufacturer Information References

Diamond Farebox Information
http://www.diamondmfg.com/rectangular.aspx
Transit Maintenance Standards

1. Repair Time Standards for Transit Vehicles -

2. Repair Time Standards for PM on Transit Vehicles -

3. Development of Repair Time Standards for Engine & Transmission Replacement of Transit

4. TCRP Synthesis 12, Transit Bus Service Line Cleaning Functions.

Road Call Standards

Refer to Transit Cooperative Research Program (TCRP) Synthesis 22 for additional information,

Sample Cutaway Inspection Sheets
### Sample Preventative Maintenance Inspection Sheet

#### Service Level A Complete Every 5,000 Miles

<table>
<thead>
<tr>
<th>UNIT#</th>
<th>MAKE &amp; MODEL</th>
<th>MILEAGE</th>
<th>HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Attachments**

- CAB
- Heater/defroster
- Mirrors
- Replace fuel filter
- File the inspection links

**Drive Train**

- LEVEL "B" - EVERY 120,000 MILES
  - ALSO PERFORM LEVEL "A" AT EVERY 6,000/18,000

**Electrical**

- Battery
- Terminals & connections
- CHARGE Automatic Transmission Fluid
- Universal joints
- Top the battery terminal, shock absorber, and brake line

**Brakes & Clutch**

- Check and lube steering linkage
- Check for oil & water leaks
- Replace cabin air filter if needed
- Check oil cooler & lines
- Inspect exhaust system and heat shields
- Check for fuel leaks

**Cooling System**

- LATIN
- Replace Radiator cap
- Radiator hoses
- Engine hoses
- Radiator Coolant and Engine coolant
- Change in 150,000 miles
- Coolant samples

**Exhaust System**

- Replace Drive Belts
- LEVEL "F" - EVERY 150,000 MILES
  - ALSO PERFORM LEVELS "E", "B" AND "C"

**Shocks**

- Replace Spark plugs
- LEVEL "F" - EVERY 100,000 MILES
  - ALSO PERFORM LEVELS "E", "B" AND "C"

**Other**

- ANNUAL WHEELCHAIR PM MAINTENANCE
- Evaluated by:

<table>
<thead>
<tr>
<th>Date</th>
<th>Evaluated By</th>
</tr>
</thead>
</table>

**ANNUAL AIR CONDITIONING PM MAINTENANCE**

**ANNUAL OIL SAMPLES AFTER FIRST 45,000 MILES**

**Remarks**

- Replace Accessory Drive Belts

---

**Sample Preventative Maintenance Inspection Sheet**
Sample Wheelchair Lift Preventative Maintenance Inspection Sheet

<table>
<thead>
<tr>
<th>Date:</th>
<th>Vehicle #:</th>
<th>Mileage:</th>
<th>Interval:</th>
<th>Inspector:</th>
</tr>
</thead>
</table>

**TYPE OF OPERATIONS TO BE PERFORMED:** ‘✓’ if Okay; ‘X’ if Adjusted; ‘O’ if Repairs are Required

<table>
<thead>
<tr>
<th>PM WORK ORDER NUMBER:</th>
<th>REPAIR WORK ORDER NUMBER:</th>
</tr>
</thead>
</table>

Connect remote control unit (if applicable) and cycle lift. Remove pans to aid inspection.

### Test Safety Features

<table>
<thead>
<tr>
<th>Feature</th>
<th>Inspection</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pressure sensitive mats</td>
<td>Proper routing</td>
</tr>
<tr>
<td>Pressure sensitive edges</td>
<td>Leaks (hoses)</td>
</tr>
</tbody>
</table>

### Inspect Outer Barrier/Link/Calendar

<table>
<thead>
<tr>
<th>Feature</th>
<th>Inspection</th>
</tr>
</thead>
<tbody>
<tr>
<td>Structural integrity of barrier</td>
<td>Sprocket alignment</td>
</tr>
<tr>
<td>Barrier angle</td>
<td>Set screws in sprockets and bearings</td>
</tr>
<tr>
<td>Pivot points for damage or wear</td>
<td>Hydraulic hoses/fittings for leaks</td>
</tr>
<tr>
<td>Linkage set screw/jam nuts</td>
<td>Lube shaft bearings</td>
</tr>
<tr>
<td>Cylinder attachment bolts</td>
<td>Sprockets for damage or wear</td>
</tr>
<tr>
<td>Hydraulic hoses/fittings for leaks</td>
<td></td>
</tr>
<tr>
<td>Lubrication/anti-seize</td>
<td></td>
</tr>
<tr>
<td>– Slide link</td>
<td>Stow switch activates ½” before full stow</td>
</tr>
<tr>
<td>– Rod guide</td>
<td>Deploy switch activates ½” before full deploy</td>
</tr>
<tr>
<td>– Linkage pins</td>
<td>Loose limit switch arm</td>
</tr>
</tbody>
</table>

### Inspect Inner Barrier/Linkage/Calendar

<table>
<thead>
<tr>
<th>Feature</th>
<th>Inspection</th>
</tr>
</thead>
<tbody>
<tr>
<td>Structural integrity of barrier</td>
<td>Adjust between limit switch arm and trip</td>
</tr>
<tr>
<td>Barrier angle</td>
<td>Loose limit switch arm</td>
</tr>
<tr>
<td>Pivot points for damage or wear</td>
<td>Note 1) Forward lift cylinder must operate freely up and down which allow the chain switch to operate properly 2) Lift cylinder chain must be flexible which allows the chain to switch to operate properly</td>
</tr>
<tr>
<td>Linkage set screw/jam nuts</td>
<td></td>
</tr>
<tr>
<td>Cylinder clevis pin keepers</td>
<td></td>
</tr>
<tr>
<td>Hydraulic hoses/fittings for leaks</td>
<td></td>
</tr>
<tr>
<td>Rem. cylinder clevis pins; inspect &amp; lube</td>
<td></td>
</tr>
</tbody>
</table>

### Inspect Master Chains & Links for:

<table>
<thead>
<tr>
<th>Feature</th>
<th>Inspection</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rust &amp; corrosion</td>
<td></td>
</tr>
<tr>
<td>Absence of cotter pins/keepers</td>
<td>Gap @ sensing end .00&quot;-.060&quot;</td>
</tr>
<tr>
<td>Proper adjustment</td>
<td></td>
</tr>
<tr>
<td>Lubrication</td>
<td></td>
</tr>
</tbody>
</table>

### Inspect Slave Chains & Links for:

<table>
<thead>
<tr>
<th>Feature</th>
<th>Inspection</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rust &amp; corrosion</td>
<td></td>
</tr>
<tr>
<td>Absence of cotter pins/keepers</td>
<td></td>
</tr>
<tr>
<td>Proper adjustment</td>
<td></td>
</tr>
<tr>
<td>Lubrication</td>
<td></td>
</tr>
</tbody>
</table>

### Inspect Stow/Deploy Chains & Link

<table>
<thead>
<tr>
<th>Feature</th>
<th>Inspection</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rust &amp; corrosion</td>
<td></td>
</tr>
<tr>
<td>Absence of cotter pins/keepers</td>
<td>Galling (transfer of material)</td>
</tr>
<tr>
<td>Proper adjustment</td>
<td></td>
</tr>
<tr>
<td>Lubrication</td>
<td></td>
</tr>
<tr>
<td>Jam nuts secured</td>
<td></td>
</tr>
</tbody>
</table>

### Inspect Lift Mountings

<table>
<thead>
<tr>
<th>Feature</th>
<th>Inspection</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inspect bolts and hardware for securement</td>
<td></td>
</tr>
</tbody>
</table>

### Inspect Torque Shaft Set Screws

<table>
<thead>
<tr>
<th>Feature</th>
<th>Inspection</th>
</tr>
</thead>
</table>

### Inspect Slidew Channel Brg Blocks

<table>
<thead>
<tr>
<th>Feature</th>
<th>Inspection</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rust &amp; corrosion</td>
<td></td>
</tr>
<tr>
<td>Absence of cotter pins &amp; keepers</td>
<td></td>
</tr>
<tr>
<td>Proper adjustment</td>
<td></td>
</tr>
<tr>
<td>Lubrication</td>
<td></td>
</tr>
</tbody>
</table>

**Manual Operation of Hydraulic System**

<table>
<thead>
<tr>
<th>Feature</th>
<th>Inspection</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cylinder clevis pins must be free of rust and corrosion</td>
<td></td>
</tr>
</tbody>
</table>

---

**Sample Wheelchair Lift Preventative Maintenance Inspection Form**
Sample Wheelchair Lift Preventative Maintenance Inspection Form (cont’d.)
<table>
<thead>
<tr>
<th>Operation</th>
<th>Instruction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deploy</td>
<td>and must move freely</td>
</tr>
<tr>
<td>Raise</td>
<td>Remove, inspect, &amp; lube cylinder clevis pins</td>
</tr>
<tr>
<td>Lower</td>
<td>Inspect cylinder clevis pin keepers</td>
</tr>
<tr>
<td>Roadside barrier up</td>
<td>Jam nut must be tight against cylinder rod</td>
</tr>
<tr>
<td>Roadside barrier down</td>
<td>3/8&quot; min threads in turnbuckle bolts</td>
</tr>
<tr>
<td>Curbside barrier up</td>
<td>Speed of lift in cushion area</td>
</tr>
<tr>
<td>Curbside barrier down</td>
<td>Lube cushion adjust screw cavities</td>
</tr>
</tbody>
</table>

**Inspect for Manual Operating Proc. Decal**
- Inspect stow latch/cylinder
  - Proper stow latch engagement
  - Lubrication on stow latch face

**Inspect Puch Off Springs**
- Hydraulic hose fittings for leaks

**Inspect All Fasteners for Torque**
- Inspect handrails for:
  - Structural integrity
  - Bolts secured
  - Cracks in tubing

Install all pans and shields and cycle lift to verify proper operation before completing inspection

<table>
<thead>
<tr>
<th>Defects Identified During Inspection</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**Mechanic's Signature**

**Supervisor's Signature**

**Date Inspection Completed:**

**Date Repair Order Posted:**
**SEMI-ANNUAL INSPECTION**

Vehicle #__________ Performed By: ___________________________ Date: __________

Mileage: ____________ Work Order #: _______________

- **fi**=Inspected   **R**=Repair Made   **A**=Adjusted   **N/A**=Non-Applicable

### SPRING:

- _______Air Conditioning Unit
- _______Batteries/Alternator
- _______Wash Radiator
- _______Starter Draw Test
- _______W/C Lift Inspection/Load Test
- _______Pressure Wash Radiator (Thomas Only)

### FALL:

- _______Coolant PH & Freeze Point
- _______Chains
- _______Wiper Blade Replacement
- _______W/C Lift Inspection/Load Test
- _______Window Treatment (Aqua-Pel)
- _______Tire Condition/Winter Replacement
- _______Starter Draw Test
- _______Pressure Wash Radiator (Thomas Only)
- _______Headlight Adjustment
## Sample Vendor Review

### Maintenance Checklist

### CUTAWAYS

Vehicle # ______ Performed By: ____________________________ Date: __________
Mileage ______ Work Order# ______

- **fi** = INSPECTED
- **R** = REPAIRS REQUIRED
- **A** = ADJUSTMENT NEEDED
- **N/A** = NON APPLICABLE

**CHECK ALL ITEMS SERVICED**

<table>
<thead>
<tr>
<th>OPERATING CONTROLS</th>
<th>EXTERIOR INSPECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ignition Switch</td>
<td>Wiper Arms &amp; Blades, Washer Fluid Level</td>
</tr>
<tr>
<td>Neutral Start</td>
<td>Mirrors</td>
</tr>
<tr>
<td>Warning Lights and Indicator Lamps</td>
<td>Reflectors</td>
</tr>
<tr>
<td>Gauges &amp; Lighting</td>
<td>Body Panels</td>
</tr>
<tr>
<td>Parking Brake</td>
<td>Bumpers</td>
</tr>
<tr>
<td>Door Controls</td>
<td>Moldings</td>
</tr>
<tr>
<td>Brake Interlock</td>
<td>Bike Rack</td>
</tr>
<tr>
<td>Exit Door Interlock</td>
<td>Curb Feelers</td>
</tr>
<tr>
<td>Defrost &amp; Heaters</td>
<td></td>
</tr>
</tbody>
</table>

### TIRES AND WHEELS

<table>
<thead>
<tr>
<th>Tires and Wheels</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Tread Condition</td>
<td></td>
</tr>
<tr>
<td>RF</td>
<td>LF</td>
</tr>
<tr>
<td>(minimum 5/32 front)</td>
<td></td>
</tr>
<tr>
<td>RRI</td>
<td>RRO</td>
</tr>
<tr>
<td>(minimum 3/32 rear)</td>
<td></td>
</tr>
<tr>
<td>Sidewall Condition</td>
<td></td>
</tr>
<tr>
<td>Lug Nuts</td>
<td></td>
</tr>
<tr>
<td>Rims</td>
<td></td>
</tr>
</tbody>
</table>

### INTERIOR INSPECTION

<table>
<thead>
<tr>
<th>Interior Inspection</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Interior Lights</td>
<td></td>
</tr>
<tr>
<td>Stanchions, Grab Handles and Rails</td>
<td></td>
</tr>
<tr>
<td>Emergency Windows &amp; Exits</td>
<td></td>
</tr>
<tr>
<td>Roof Hatches</td>
<td></td>
</tr>
<tr>
<td>Door Alignment</td>
<td></td>
</tr>
<tr>
<td>Mirrors</td>
<td></td>
</tr>
<tr>
<td>Decals</td>
<td></td>
</tr>
<tr>
<td>Glass &amp; Windshield</td>
<td></td>
</tr>
<tr>
<td>Emergency Equipment:</td>
<td></td>
</tr>
<tr>
<td>Fire Extinguisher, First Aid Kit,</td>
<td></td>
</tr>
<tr>
<td>Body Fluid Kit, Strap Cutter, Triangles</td>
<td></td>
</tr>
</tbody>
</table>

### BATTERIES

<table>
<thead>
<tr>
<th>Batteries</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Terminals &amp; Cables</td>
<td></td>
</tr>
<tr>
<td>Fluid Level</td>
<td></td>
</tr>
<tr>
<td>Hold Downs</td>
<td></td>
</tr>
</tbody>
</table>

### ENGINE COMPARTMENT

<table>
<thead>
<tr>
<th>Engine Compartment</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Power Steering Fluid</td>
<td></td>
</tr>
<tr>
<td>Coolant Level</td>
<td></td>
</tr>
<tr>
<td>Brake Fluid</td>
<td></td>
</tr>
<tr>
<td>Hoses &amp; Clamps</td>
<td></td>
</tr>
<tr>
<td>Check Belt Tension</td>
<td></td>
</tr>
<tr>
<td>Starter Cables</td>
<td></td>
</tr>
<tr>
<td>Radiator &amp; Fan Shroud</td>
<td></td>
</tr>
<tr>
<td>Fan</td>
<td></td>
</tr>
</tbody>
</table>
CUTAWAYS

UNDERCARRIAGE

- Steering Box and Joints
- Tie Rod Ends and Drag Links (replace if 1/8” movement)
- Ball Joints
- Shock Absorbers
- Suspension: Air Suspension, Radius & Torque Rods, Air Bags
- Brake Lines
- Brake Lining Thickness
- Wheel Seals
- Wheel Bearings
- Air Leaks
- Fuel Tank: Condition, Mounting, Lines & Vents
- Axles, Differential Oil & Vent
- Underbody: Mud Flaps, Spray Guards
- Frame Cracks, Loose Crossmembers

ROADTEST

- Acceleration
- Engine Performance
- Transmission Performance
- Steering Performance
- Braking Performance (Use VC3000 @ 20MPH) Record G
- Must be 0.5000 or higher to pass brake test

DOCUMENTATION

For each vehicle maintained by the service Vendor

- What are the required maintenance intervals for the vehicle(s)?
- Comments

Level A
Level B
Level C
Level D

Do the Vendor’s records reflect that they are performing PM in a timely manner?
REQUEST FOR PROPOSALS
FOR MASS TRANSIT OPERATIONAL SERVICES

FARGO, NORTH DAKOTA
And
MOORHEAD, MINNESOTA

June 23, 2015

Proposals due:
July 29, 2015, by 2:00 p.m. CDT

Metro Transit Garage
650 23rd Street North
Fargo, North Dakota  58012
REQUEST FOR PROPOSALS
MASS TRANSIT OPERATIONAL SERVICES
FARGO, NORTH DAKOTA
AND
MOORHEAD, MINNESOTA

TABLE OF CONTENTS

SECTION 1. SUBMISSION OF PROPOSAL.................................................................1
1.1 Required Competitive Procurement Proposal Form .........................................1
1.2 Proposal Security ....................................................................................................1
1.3 Projected Schedule ...............................................................................................2
1.4 Pre-Bid Conference ..............................................................................................4
1.5 Addenda, Requests for Modification or Clarification, Protest Procedures ....4
1.6 Submission of Proposal .......................................................................................9
1.7 Selection Criteria ................................................................................................9
1.8 Conditions for Responding ................................................................................10
   A. Scope ...............................................................................................................10
   B. Definitions as Used Herein ..............................................................................11
   C. Applicable State and Local Clauses ...............................................................11
   D. Applicable Federal Clauses ............................................................................14

SECTION 2. PROJECT DESCRIPTION ..................................................................26
TABLE OF CONTENTS

SECTION 3. CONTRACTOR RESPONSIBILITIES – OPERATING REQUIREMENTS

3.1 Fixed Route

A. Service Hours – Fargo
B. Service Hours – Moorhead
C. Service Hours – Holidays
D. Sunday Schedule
E. On-time Performance
F. Fares
G. Auto Vehicle Location (AVL) and Auto Voice Announcement (AVA)

3.2 MAT Paratransit

3.3 Ground Transportation Center (GTC)

3.4 Transit Storage and Maintenance Facility

3.5 Increase or Reduction in Service Hours

3.6 Route Schedules and Information
# TABLE OF CONTENTS

3.7 Contract Hours .................................................................................................................. 34

3.8 Fare/Revenue Collection .................................................................................................. 34

3.9 Phase-In of Service .......................................................................................................... 34

3.10 Qualifications of Contractor ........................................................................................... 34
   A. Experience ..................................................................................................................... 34
   B. Financial Stability ......................................................................................................... 35

3.11 Personnel ......................................................................................................................... 35
   A. Organizational Structure ............................................................................................... 36
   B. Project Manager ............................................................................................................ 36
   C. Transit Supervisor ......................................................................................................... 38
   D. On-Call .......................................................................................................................... 39
   E. Office Staff and GTC Dispatch ...................................................................................... 39
   F. Drivers & Training ......................................................................................................... 40
   G. Employee Manual ......................................................................................................... 42
   H. Promotions .................................................................................................................... 42
   I. Payment of Taxi Rides .................................................................................................... 42
### TABLE OF CONTENTS

3.12 Equipment .................................................................................................................................................. 42  
   A. Vehicle Descriptions ................................................................................................................................. 42  
   B. Radios .......................................................................................................................................................... 43  
   C. Vehicle and Equipment Usage .................................................................................................................... 43  
   D. Security Cameras / DriveCam ...................................................................................................................... 43  

3.13 Record Keeping & Reporting ....................................................................................................................... 43  
   A. Accounting/Record Keeping ......................................................................................................................... 44  
   B. Ridership Reports ......................................................................................................................................... 44  
   C. Vehicle Crash Reports & Incident Reports .................................................................................................. 44  
   D. Complaint Resolution .................................................................................................................................. 44  
   E. Meetings ....................................................................................................................................................... 45  

3.14 Insurance ...................................................................................................................................................... 45  

3.15 Drug/Alcohol Testing Program ..................................................................................................................... 46  

3.16 Contract Term ................................................................................................................................................ 46  

3.17 Transfer Vehicle .......................................................................................................................................... 46  

3.18 Compensation .............................................................................................................................................. 47  

3.19 Compliance .................................................................................................................................................. 47  
   A. Penalties for Non-Compliance ...................................................................................................................... 47  
   B. Incentives for Compliance ........................................................................................................................... 52
# APPENDICES

<table>
<thead>
<tr>
<th>Appendix</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appendix 1</td>
<td>Bid Proposal Form</td>
</tr>
<tr>
<td>Appendix 2</td>
<td>Buy America Certification</td>
</tr>
<tr>
<td>Appendix 3</td>
<td>Debarment and Suspension Certification</td>
</tr>
<tr>
<td>Appendix 4</td>
<td>Lobbying Certification</td>
</tr>
<tr>
<td>Appendix 5</td>
<td>Drug-Free Workplace Certification</td>
</tr>
<tr>
<td>Appendix 6</td>
<td>MAT Paratransit Operating Guidelines</td>
</tr>
<tr>
<td>Appendix 7</td>
<td>Current Route Schedules and Information, Revenue Hours, Layover Points (The City reserves the right to reduce or increase service hours.)</td>
</tr>
<tr>
<td>Appendix 8</td>
<td>Evaluation Form</td>
</tr>
<tr>
<td>Appendix 9</td>
<td>City-Owned Equipment Inventory by Facility</td>
</tr>
<tr>
<td>Appendix 10</td>
<td>City-Owned Vehicles Inventory</td>
</tr>
<tr>
<td>Appendix 11</td>
<td>Sample Reports, Forms and Invoices</td>
</tr>
<tr>
<td>Appendix 12</td>
<td>MATBUS Employee Handbook</td>
</tr>
<tr>
<td>Appendix 13</td>
<td>Revenue Hours</td>
</tr>
<tr>
<td>Appendix 14</td>
<td>Guidelines for Taxi Ride Authorization Fargo-Moorhead MATBUS</td>
</tr>
<tr>
<td>Appendix 15</td>
<td>Minimum Wages and Benefits &amp; Seniority Listing</td>
</tr>
<tr>
<td>Appendix 16</td>
<td>13(c) Labor Agreements</td>
</tr>
<tr>
<td>Appendix 17</td>
<td>References Release</td>
</tr>
<tr>
<td>Appendix 18</td>
<td>Complaint Form</td>
</tr>
<tr>
<td>Appendix 19</td>
<td>Fare Collection Policies</td>
</tr>
<tr>
<td>Appendix 20</td>
<td>Vehicle Crash Report Forms</td>
</tr>
</tbody>
</table>
SECTION 1. SUBMISSION OF PROPOSAL

1.1 REQUIRED COMPETITIVE PROCUREMENT PROPOSAL FORM
The Cities of Fargo and Moorhead will employ the competitive procurement purchase process in the award of this offer. Offers shall be submitted in two (2) separate packages. **Package I** shall contain twelve (12) copies of the “Technical Proposal” (which includes the “Bid Proposal Form” contained in Appendix 1). **Package II** shall contain twelve (12) copies of the “Price Offer” (which includes the spreadsheets on “Cost Summary / Bid Price” and “Estimated Budget to Support Bid Price”). The aforementioned spreadsheets are in Excel and included on a disk in the RFP. Twelve (12) paper copies and one (1) disk copy of the spreadsheets should be submitted with the proposal. Each package shall be sealed, and shall clearly reflect the specifications title, Package Number and Content, and shall reflect the vendor’s name.

All information must be legible. Any and all corrections and/or erasures must be initialed. Authorized respondent must sign each proposal and required information must be provided. A neatly typed document of reasonable length, following the RFP outline, is preferred. Expenses incurred in developing and submitting a proposal are borne entirely by bidder. Bidders will not include any such expenses as part of the price proposed in response to this RFP.

Before completing the Bid Proposal Form, Proposers should read the entire Request for Proposals (RFP) carefully to insure that any proposals submitted are responsive to this request. Particular attention should be made of the completion of all forms enclosed and submission of proposals in required format. Failure to provide all information requested herein may cause the proposal to be rejected as nonresponsive.

Proposals shall provide a concise delineation of the proposer’s capability to satisfy the requirements of the RFP. A duly authorized officer of the company will sign each proposal.

Bidders will provide a bid for the full system, but each City will execute a separate contract. The resulting contracts will require all drivers be cross trained and utilized in both Cities.

1.2 PROPOSAL SECURITY
**Fargo**
No proposal will be considered by the Cities to be responsive to this request unless accompanied by a cashier’s check payable to the City of Fargo by a responsible, solvent bank in the United States in an amount equal to five percent (5%) of the first year of the contract amount; or, a bond executed by a surety company authorized to transact business in the State of North Dakota in an amount equal to five percent (5%) of the first year contract amount. The first year contract amount on which this shall be computed is the Fargo Only total from the Cost Summary / Bid Price spreadsheet. Such surety will be retained by
the City of Fargo if the successful proposer fails, neglects or refuses to execute the contract, or fails to commence service as required under the contract. The check or bond of the highest ranked proposer will be returned after the execution of the contract. The check or bond of the second highest ranked proposer will be returned after the execution of the contract with the successful proposer. The checks or bonds of all other proposers will be returned promptly after the award of the contract by the City of Fargo.

**Moorhead**

No proposal will be considered by the Cities to be responsive to this request unless accompanied by a cashier's check payable to the City of Moorhead by a responsible, solvent bank in the United States in an amount equal to ten percent (10%) of the first year of the contract amount; or, a bond executed by a surety company authorized to transact business in the State of Minnesota in an amount equal to ten percent (10%) of the first year contract amount. The first year contract amount on which this shall be computed is the Moorhead Only total from the Cost Summary / Bid Price spreadsheet. Such surety will be retained by the City of Moorhead if the successful proposer fails, neglects or refuses to execute the contract, or fails to commence service as required under the contract. The check or bond of the highest ranked proposer will be returned after the execution of the contract. The check or bond of the second highest ranked proposer will be returned after the execution of the contract with the successful proposer. The checks or bonds of all other proposers will be returned promptly after the award of the contract by the City of Moorhead.

### 1.3 PROJECTED SCHEDULE

The following is a schedule of dates/deadlines that pertain to all proposals received:

*Note: Throughout this proposal, COB is “close of business” – this is 4:30 p.m. CDT (Central Daylight Time).*

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 23</td>
<td>Cities release RFP document; publish advertisement, notify private sector.</td>
</tr>
<tr>
<td>July 8 COB</td>
<td>Deadline for proposer’s submittal of written request for clarification or modification of the RFP.</td>
</tr>
<tr>
<td>July 15</td>
<td>Cities’ response to written request for clarification or modification of the RFP and pre-bid conference.</td>
</tr>
<tr>
<td>July 22 COB</td>
<td>Deadline for proposer’s submittal of written bid protests regarding the solicitation (RFP).</td>
</tr>
<tr>
<td>July 29</td>
<td>Deadline for receipt of sealed proposals by 2:00 p.m. CDT in the Metro Transit Garage, 650 23rd Street North, Fargo, North Dakota 58102.</td>
</tr>
<tr>
<td>Date</td>
<td>Event Description</td>
</tr>
<tr>
<td>------------</td>
<td>-------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>July 29 – Aug 28</td>
<td>Cities’ review and evaluate proposals, interview finalists.</td>
</tr>
<tr>
<td>Sept 4 COB</td>
<td>Deadline for proposer’s submittal of written pre-award bid protests.</td>
</tr>
<tr>
<td>Sept 14</td>
<td>Fargo City Commission award of contract and notice to proceed issued, contingent upon Moorhead City Council approval September 22nd.</td>
</tr>
<tr>
<td>Sept 22</td>
<td>Moorhead City Council award of contract and notice to proceed issued, contingent upon Fargo City Commission approval September 14th.</td>
</tr>
<tr>
<td>Sept 28 COB</td>
<td>Deadline for proposer’s submittal of written post-award protests.</td>
</tr>
<tr>
<td>Oct 6</td>
<td>Cities’ response to post-award protests.</td>
</tr>
<tr>
<td>Oct 13 COB</td>
<td>Deadline for proposer’s submittal of written appeal of post-award decision to appropriate City governing board.</td>
</tr>
<tr>
<td>Oct 13 – Nov 2</td>
<td>Hold hearing of appeal of post-award decision with Fargo City Commission and Moorhead City Council.</td>
</tr>
<tr>
<td>Nov 9</td>
<td>Cities’ final written determination on appeal issued. All decisions regarding protests shall be considered final.</td>
</tr>
<tr>
<td>January 2, 2016</td>
<td>Successful proposer commences service.</td>
</tr>
</tbody>
</table>
1.4 **PRE-BID CONFERENCE**

A pre-bid conference will be held on **July 15, 2015, at 10:00 a.m.** at the Metro Transit Garage, 650 23rd Street North, Fargo, North Dakota. All respondents are requested and urged to attend. This conference is intended to provide respondents the opportunity to make a formal presentation (limited to approximately 10 minutes per company), have answered any questions, and/or receive clarification of any requirement of the RFP. The presentation could include background qualifications/experience of their company, and why the company feels they are most qualified and should be selected to operate in Fargo-Moorhead. Please note that the full evaluation team may not be present during the pre-bid conference. The Cities of Fargo and Moorhead will review the selection process at this time. To facilitate the clarification of requirements, respondents are requested to submit questions in writing, by **COB July 8, 2015** to: Julie Bommelman, Transit Administrator, City of Fargo, 650 23rd Street North, Fargo, North Dakota, 58102, OR, Lori Van Beek, Transit Manager, City of Moorhead, 650 23rd Street North, Fargo, North Dakota, 58102.

1.5 **ADDENDA, REQUESTS FOR MODIFICATION OR CLARIFICATION, PROTEST PROCEDURES**

A. **Addenda**

In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the Proposer to make an adequate interpretation of the provisions of this RFP, a written addendum to the RFP will be provided to each prospective proposer by mail or e-mail. Receipt of all addenda must be acknowledged by each prospective proposer as requested on the Bid Proposal Form; acknowledgements for email receipt of addenda will be done by recipient sending an email acknowledgement. Oral instructions by the City of Fargo/City of Moorhead representatives are not binding.

B. **Request for Modification or Clarification**

Requests for clarification or modification of this RFP must be in writing. The Cities must receive any such request by **COB July 8, 2015**. Any request must be accompanied by all relevant information supporting the request for modification, interpretation, clarification or amendment of this solicitation.

Inquiries about Fargo-Moorhead Transit services and the Request for Proposal shall be directed to:

<table>
<thead>
<tr>
<th>Julie Bommelman</th>
<th>Lori Van Beek</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transit Administrator</td>
<td>Transit Manager</td>
</tr>
<tr>
<td>City of Fargo</td>
<td>City of Moorhead</td>
</tr>
<tr>
<td>650 23rd Street North</td>
<td>650 23rd Street North</td>
</tr>
<tr>
<td>Fargo, ND 58102</td>
<td>Fargo, ND 58102</td>
</tr>
<tr>
<td>TEL: (701) 476-6737</td>
<td>TEL: (701) 476-6686</td>
</tr>
<tr>
<td>FAX: (701) 241-8558</td>
<td>FAX: (701) 241-8558</td>
</tr>
<tr>
<td><a href="mailto:jbommelman@matbus.com">jbommelman@matbus.com</a></td>
<td><a href="mailto:lvanbeek@matbus.com">lvanbeek@matbus.com</a></td>
</tr>
</tbody>
</table>
C. Bid Protest Procedures

1.0 General: Protests will be accepted from prospective bidders or offerors whose direct economic interest would be affected by the award of a contract or by failure to award a contract. The Fargo Transit Administrator and the Moorhead Transit Manager will consider all protests or objections filed in a timely manner regarding the award of a contract, whether submitted before or after award. All protests shall be in writing and shall be supported by sufficient information to enable the protest to be considered. A protest will not be considered if it is insufficiently supported or it is not received within the time limits specified herein. Protest submissions should be concise, logically arranged, and clearly state the ground for the protest. Protests must include at least the following information:

- Name, address, and telephone number of protestor.
- Identification of the solicitation or bid.
- A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents.
- A statement as to what relief is requested.

Protests should be sent via certified mail through the U.S. Postal Service to:

City of Fargo
Transit Administrator
650 23rd Street North
Fargo, ND 58102

City of Moorhead
Transit Manager
650 23rd Street North
Fargo, ND 58102

Protests must be filed with Metro Area Transit in accordance with our procedures and time requirements. The protest to Metro Area Transit must be complete and contain all the issues that the protestor believes relevant. Metro Area Transit will respond to each substantive issue raised in the protest. Failure to include an issue in the protest to Metro Area Transit will preclude raising the issue to FTA, if the protest is appealed to that agency. Following an adverse decision by Metro Area Transit, protestor may file a protest with FTA under certain limited circumstances listed in paragraph 6.0.

On occasion, when considered appropriate by the Fargo City Administrator and/or the Moorhead City Manager, an informal conference on the merits of the protest with all interested parties may be held.
2.0 Protests Before Award

2.1 Solicitation Phase: Protests concerning the solicitation must be submitted in writing by **COB July 22, 2015**. If the written protest is not received by the time specified, award may be made in the normal manner unless the Fargo Transit Administrator and the Moorhead Transit Manager, upon investigation, find that remedial action is required. Oral protests not followed up by a written protest will be disregarded.

Notice of a protest and the basis therefore will be given to all potential bidders or offerors.

2.2 Pre-Award Phase: When a protest against the making of an award is received after receipt of bids or proposals but prior to award, **COB September 4, 2015**, the Fargo Transit Administrator and the Moorhead Transit Manager may determine to withhold the award pending disposition of the protest. Metro Area Transit will provide a written response to each material issue raised in the written protest. Notice of a protest as well as Metro Area Transit’s response will be provided to bidders/proposers who responded to the solicitation and are in line for the award of a contract.

Where a written protest against the making of an award is received by the time specified (**COB September 4, 2015**), an award will not be made unless Metro Area Transit determines that:

- The items to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make award promptly; or,
- Failure to make award will otherwise cause undue harm to Metro Area Transit or the Federal Government.

If award is made, the Fargo Transit Administrator and the Moorhead Transit Manager will document the file to explain the need for an award and will give written notice of the decision to proceed with the award to the protestor and, as appropriate, to others concerned by **COB September 11, 2015**.
3.0 Protests After Award: A protest received by COB September 28, 2015, shall be reviewed by the Fargo Transit Administrator, the Moorhead Transit Manager, and the Legal Department. The selected contractor will, in any event, be furnished with the notice of protest and the basis therefore. When it appears likely that an award may be invalidated and a delay in receiving the supplies or services is not prejudicial to Metro Area Transit’s interest, the Fargo Transit Administrator and the Moorhead Transit Manager may consider a mutual agreement with the contractor to suspend performance on a no-cost basis. A written response by the Fargo Transit Administrator and the Moorhead Transit Manager will be issued by COB October 6, 2015.

4.0 Post-Award Appeals: Appeals must be sent in writing to the Fargo City Commission and/or the Moorhead City Council by COB October 13, 2015. The Fargo City Commission and/or the Moorhead City Council will schedule a hearing between October 13 – November 2, 2015, where the appellant may be heard. The Fargo City Commission and/or the Moorhead City Council will issue Metro Area Transit a final written determination by November 9, 2015.

The decision of the Commission and/or Council is final and no further appeals may be made.

5.0 Determination of Interested Party: An interested party is an actual prospective bidder or offeror whose direct economic interest would be affected by award of a contract or failure to award a contract. This definition specifically excludes subcontractors and suppliers.

5.1 The ability to qualify as an actual or prospective bidder/proposer ends when the bid/proposal period ends.

5.2 The offer received from the protestor must be technically responsive.

5.3 The protestor must be the next in line to receive the award if the protested issues prevail.

5.4 If not next in line, the protestor must successfully challenge all intervening offers to establish next in line status.

6.0 Protests to FTA: Under certain limited circumstances, an interested party may protest to FTA the award of a contract pursuant to an FTA grant. FTA’s review of any protest will be limited to alleged failure of Metro Area Transit to have or follow its written protest procedures or alleged failure to review a complaint or protest.
6.1 Time for Filing

6.1.1 An appeal to FTA must be received by FTA Region VIII within five (5) working days of the date the protester learned or should have learned of an adverse decision by the grantee or other basis of appeal to FTA. Protests should be addressed to:

U.S. Department of Transportation
Federal Transit Administration, Region VIII
12300 W Dakota Ave, Suite 310
Lakewood, CO 80228

6.1.2 Violations of Federal law or regulation will be handled by the complaint process stated within the law or regulation.

6.2 Submission of Protest to FTA

6.2.1 A protestor must exhaust all administrative remedies with Metro Area Transit before pursuing a protest to FTA.

6.2.2 Protests to FTA should be sent to the FTA Regional or Headquarters Office. A concurrent copy of the protest must be sent to Metro Area Transit.

6.2.3 The protest filed with FTA shall:
- Include the name and address of the protestor.
- Identify Metro Area Transit and the number/title of the contract solicitation.
- Contain a statement of the grounds for the protest and any supporting documentation. This should detail the alleged failure of Metro Area Transit to have or follow its protest procedures or the alleged failure to review a complaint or protest.
- Include a copy of the local protest filed with Metro Area Transit and a copy of Metro Area Transit's decision, if any.

6.3 Other Remedies: Contractors may seek remedy in the North Dakota/Minnesota state courts, as applicable, if they desire to do so.
1.6 **SUBMISSION OF PROPOSAL**

The proposals will be clearly marked as Request for Proposal for Operational Services for Public Transportation in the Cities of Fargo and Moorhead.

**Proposals must be submitted no later than 2:00 p.m. Central Daylight Time on July 29, 2015, to the Metro Transit Garage, 650 23rd Street North, Fargo, ND 58102.**

Proposals received after this deadline shall not be considered and shall be returned unopened. Proposals may be withdrawn or modified prior to the proposal opening. All such transactions must be submitted in writing and received prior to the proposal opening.

1.7 **SELECTION CRITERIA**

No proposals will be considered that do not meet mandatory elements.

**EVALUATION PROCESS**

The Cities of Fargo and Moorhead shall employ the competitive procurement purchase method in making this award. Price evaluation shall not begin until the technical evaluation is completed. The Evaluation Team consisting of representatives from of the City of Fargo, North Dakota, and the City of Moorhead, Minnesota will meet to review and analyze each response. At the conclusion of the meeting, the Evaluation Team members will independently rate the proposal (see evaluation form in Appendix 8) and list them in descending order. The Evaluation Team will then meet and average the ranking of the proposals.

Required cost information to be submitted in the offer must be correct, complete and verifiable. Please complete the forms and Excel spreadsheet attached herein. Please do not protect or lock the cells in the spreadsheet. The Cities reserve the right to require detailed cost information and verification of cost information submitted in the offer and to conduct complete cost and price analysis of the submitted offer. The vendor shall submit any and all documents as may be required to support the proposed cost information and fully cooperate with the Cities in their evaluation.

Upon review of the consolidated ranking, the committee will determine the number of the firms, in their opinion, that warrant interviews. The committee will interview the selected firm or firms. They will then determine if they feel additional firms merit interviews.

**Prohibited Contact with Proposers:** Except as otherwise provided, oral communications between Evaluators and Proposers regarding procurement in progress is prohibited. Each Evaluation Panel member shall report any such communication, in writing to the RFP Administrators,
who shall determine, in consultation with the Fargo City Administrator and the Moorhead City Manager, any appropriate remedial action.

**Permitted Contact with Proposers**: The Evaluation panel may conduct written communications, directly or indirectly, with the Proposers. In addition, the role of the Evaluation Panel may include formal interviews with the top choice(s). Evaluation Panel members may have contact with proposers only in the Pre-Bid Conference scheduled for **July 15, 2015**. The purpose of the conference is to permit the Proposers an opportunity to make a formal presentation, and to explain and clarify their written proposals and not to modify any proposals. The proceedings will be formal and structured, consisting of a timed presentation by the Proposer followed by a question and answer section. In the event a proposer is unable to attend the scheduled Pre-Bid Conference, they are encouraged to make alternate arrangements for an on-site visit with the RFP Administrators, however, no formal presentations will be accepted at any time other than the scheduled Pre-Bid Conference.

**NEGOTIATIONS**
The Cities may undertake concurrent negotiations with all Proposers whose offers are within the competitive range after the detailed evaluation. The Cities do, however, reserve the right to award a contract based on an original offer without any negotiations. The decision to award without negotiation may be made by the Cities if, in their opinion, preliminary evaluation of the offers indicates that the best achievable and technically acceptable offer has been received.

Concurrent negotiations with all Proposers whose offers are within the competitive range may be conducted by the Evaluation Panel.

Upon completion of negotiations with all Proposers within the competitive range, the offer that best meets the requirements of the specifications and ranks the highest evaluation score, earned by its offer based on evaluation criteria stated in Appendix 8 Evaluation Criteria, will be recommended to the Fargo City Commission and the Moorhead City Council for award as the successful vendor. **The Cities will make the award to the responsible Proposer whose proposal is most advantageous to the Cities. Accordingly, the Cities may not necessarily make an award to the Proposer with the highest technical (qualifications based) ranking nor award to the Proposer with the lowest price proposal if doing so would not be in the overall best interest of the Cities.**

1.8 **CONDITIONS FOR RESPONDING**

**A. Scope**
The following terms and conditions shall prevail unless otherwise modified by the Cities within this RFP. The Cities reserve the right to reject any proposal, which take exception to these terms and conditions.
B. Definitions as Used Herein
1. The terms "request for proposal, RFP, proposal, bid, offer" are synonymous and mean a solicitation of a formal sealed proposal and refer to the product required by the Request for Proposals.

2. The terms "City of Fargo, City of Moorhead, Cities, Metro Area Transit, MAT, MATBUS, Fargo Transit, Moorhead Transit, Grantee, Transit Office", are synonymous and mean the Cities of Fargo and/or Moorhead.

3. The terms "Bidder, Contractor, Offerer, Proposer, Vendor, Firm, Company" are synonymous and mean the offerer or vendor.

C. Applicable State and Local Clauses:
1. Confidentiality of Proposal Information
   Each proposal and supporting documents must be submitted in or under cover of a sealed envelope to provide confidentiality of the proposal information prior to the proposal opening.

   Financial information required to be submitted with proposals to establish financial responsibility; cost/price proposals; and other financial data, such as overhead rates, etc. shall be handled as confidential data to the extent allowed under applicable law, including Minnesota Government Data Practices Act, M. S. Chapter 13, and utilized on a "need-to-know" basis for proposal evaluation. Such information shall be treated as confidential to the extent allowed under North Dakota’s open records law, Chapter 44-04, N.D.C.C. (specifically, N.D.C.C. § 44-04-18.4).

2. Accuracy of Proposal
   Each proposal is publicly opened and the name of bidder is made part of the public record. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the respondent will complete the contract.

3. Proposals Binding
   All proposals submitted in accordance with the terms and conditions of the RFP shall be binding upon the bidder for ninety (90) calendar days after the proposal opening.

4. Disclaimer of Liability/Hold Harmless
   Contractor shall defend, indemnify and save harmless the Cities, its officers, agents and employees, from any and all claims, demands, damages, costs, expenses, judgments, or liability arising out of Contractor’s performance under this contract or attempted performance of the provisions hereof, excepting any and all claims demands, damages, costs, expenses, judgments, or liability arising
out of Contractor’s operation of motor vehicles owned by Cities and
excepting any and all claims, demands, costs, expenses, judgments, or liability arising out of Contractor’s operation and occupation of the Ground Transportation Center owned by City. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for claims demands damages costs, expenses or judgments resulting from the negligence or willful misconduct of Cities.

Cities shall defend, indemnify and save harmless the Contractor, its officers, agents and employees, from any and all claims, demands, damages, costs, expenses, judgments, or liability arising out of Contractor’s operation of motor vehicles owned by Cities and excepting any and all claims, demands, costs, expenses, judgments, or liability arising out of Contractor’s operation and occupation of the Ground Transportation Center and/or the Metro Transit Garage owned by Cities. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for claims demands damages costs, expenses or judgments resulting from the negligence or willful misconduct of Contractor.

5. **Law Governing**
   All contractual agreements shall be subject to, governed by, and construed according to the laws of the States of North Dakota and Minnesota, as applicable.

6. **Conditional Proposals**
   Conditional proposals are subject to rejection in whole or in part.

7. **Subletting of Contract**
   The contract that will be derived from this RFP shall not be sublet except with the written consent of the City of Fargo/City of Moorhead. No such consent shall be construed as making the City of Fargo/City of Moorhead a party to such subcontract, or subjecting the City of Fargo/City of Moorhead to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of his liability and obligation under his contract, and all transactions with the City of Fargo/City of Moorhead must be through the General Contractor.

8. **Assignment/Transfer of Interests**
   There shall be no assignment/transfer of interests or delegation of Contractor’s rights, duties or responsibilities of Contractor under the contract derived from this RFP without the prior written approval of the City of Fargo/City of Moorhead.
9. **Severability**
In the event any provision of the contract is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the contract and each provision of the contract will be and is deemed to be separate and severable from each other provision.

10. **Regulatory Requirements**
The Contractor shall comply with all Federal, State, and local licensing, training, testing and/or regulatory requirements (including permits) for the provision of the transit services.

The successful Contractor shall be appropriately licensed for the work required as a result of the contract. The cost for any required licenses or permits shall be the responsibility of the Contractor. Contractor is liable for any and all taxes due as a result of the contract.

11. **Responsible Firms**
Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals.

12. **Reserved Rights**
The City of Fargo/City of Moorhead reserves the right to accept or reject any or all of the proposals submitted, waive informalities and technicalities and negotiate any or all elements of the proposals.

13. **Publication, Reproduction and Use of Material**
No custom material produced in whole or in part under the Contract shall be subject to copyright in the United States or in any country. The Cities of Fargo/Moorhead and Federal Transit Administration shall have authority to publish, disclose, distribute and otherwise use, in whole or in part, any custom material prepared under any contract resulting from this RFP.

14. **Waiver**
By submission of its proposal, the Proposer represents and warrants that it has sufficiently informed itself in all matters affecting the performance of work or the furnishing of the labor services, supplies, materials, or equipment and facilities called for in the solicitation; that it has checked its proposal for errors and omissions; that the prices stated in its proposal are correct and as intended by it; and, are a complete and correct statement of its prices for performing the labor, services, supplies, materials or equipment and facilities required by the Contract Documents. The Proposer waives any claim for the return of its proposal security if, on account of errors or omissions claimed to have been made by it.
in its proposal or for any other reason it should refuse or fail to execute the contract.

15. **Independent Price Determination**
The Proposer certifies that he/she has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or person to put in a sham proposal or to refrain from proposing, and further, that he has not in any manner, directly or indirectly sought by agreement, collusion, communication, or conference, with any person, to fix the proposal amount herein or any other Proposer, or to fix any overhead, profit, or cost element of said proposal amount, or that of any other Proposer, or to secure any advantage against City of Fargo/City of Moorhead or any person interested in the proposed contract.

16. **Prohibited Interest**
No administrator or employee of the City of Fargo/City of Moorhead and no member of its governing body shall participate in selection or in the award or administration of a contract if a conflict of interest real or apparent would be involved.

No member or delegate to the North Dakota Legislature/Minnesota Legislature or to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

**D. Applicable Federal Clauses:**

1. **No Government Obligation to Third Parties**
   a. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

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

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

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

3. Access To Records
   a. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(I), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is
receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

b. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

c. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

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

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

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

4. **Federal Changes**  
Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 2008) between Purchaser and FTA, and they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. **Civil Rights Requirements (EEO, Title VI & ADA)**  
The following requirements apply to the underlying contract:

a. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to the underlying contract:

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

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

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

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

6. **Termination Provisions**

a. The Cities of Fargo and Moorhead reserve the right to cancel any contract resulting from this procurement for cause by written notices to the Contractor. Cause for cancellation will be documented failure(s) of the contractor to provide services in the quantity and/or quality required. Notice of such cancellation will be given with sufficient time to allow for the orderly withdrawal of the Contractor without additional harm to the participants or the Cities of Fargo and Moorhead.

b. The City of Fargo/City of Moorhead may cancel or reduce the amount of service to be rendered if there is, in the opinion of the City Commission (Fargo) or City Council
(Moorhead), a significant increase in local costs; or, in the opinion of the City Commission (Fargo) or City Council (Moorhead), insufficient state or federal funding available for the service, thereby terminating the contract or reducing the compensation to be paid under the contract. In such event, the City of Fargo/City of Moorhead will notify Contractor in writing ninety (90) days in advance of the date such actions are to be implemented.

All Proposers are hereby notified that the Fargo/Moorhead Transit system pursuant to this RFP is dependent upon the necessary receipt of local, state and federal funding.

In the event of any termination, the City of Fargo/City of Moorhead shall pay the agreed rate only for services delivered up to the date of termination. The City of Fargo/City of Moorhead has no obligation to Contractor, of any kind, after the date of termination. Contractor shall deliver all records, equipment and materials to the City of Fargo/City of Moorhead within 24 hours of the date of termination.

7. **Disadvantaged Business Enterprise**

In connection with the performance of this service, the Contractor will cooperate with the Cities of Fargo and Moorhead in the utilization of disadvantaged business enterprises (DBE) including women-owned business enterprises and small businesses enterprises (SBE) for the duration of the contract and will use its best efforts to insure that DBE and SBE have the maximum practicable opportunity to compete for subcontract work. In order to insure that a fair proportion of the purchases of supplies and services is placed with DBE and/or SBE, the Contractor agrees to take affirmative action to identify disadvantaged business and small business firms, solicit bids or quotations from them for supplies and services related to this proposal.

The Contractor agrees to meet any DBE goals established by Fargo/Moorhead for purchases pertaining to this Contract to the best of the Contractor's ability and will provide the Cities with the necessary certification and records for reporting purposes. The majority of the contract is labor, which is not a contracting opportunity.

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

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

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work from the Cities. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

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

Outreach: The Contractor will work to identify potential DBEs and SBEs and check applicable directories. If a DBE/SBE provides goods or services that are applicable to the project, the Contractor will check the listing of eligible DBEs/SBEs and notify the DBE/SBE of the contracting opportunity and given a chance to bid on the project. SBEs are defined according to number of employees and gross receipts, and thresholds are determined by the Small Business Administration according to industry type.

8. **Incorporation of FTA Terms**
The preceding provision includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 (as amended), are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Cities of Fargo and Moorhead requests which would cause the Cities of Fargo and Moorhead to be in violation of the FTA terms and conditions.
9. **Debarred, Suspended, or Ineligible Contractors**
The Proposer certifies that his/her firm is not included on the U.S. Comptroller General's or General Services Administration's Consolidated List of Persons or Firms Currently Debarred or Suspended for Violations of Various Public Contracts Incorporating Labor Standards.

10. **Buy America**
The Contractor shall comply with applicable Buy America requirements set forth under the requirements of Section 165(a) of the Surface Transportation Act of 1982 and the applicable regulations in 49 CFR Part 661, as amended (refer to Appendix 2.)

11. **Breach of Contract and Dispute Resolution**
   a. Disputes will be presented in writing to the appropriate City personnel – in Fargo, the Fargo Transit Administrator, in Moorhead, the Moorhead Transit Manager. City personnel and the Contractor will attempt to resolve any dispute arising in the performance of the Contract.

   **Fargo:** If the Transit Administrator and Contractor cannot resolve the dispute, the issue will be presented in writing to the Fargo City Administrator within ten [10] working days of dispute. If the dispute cannot be resolved by the City Administrator, it will be submitted in writing within ten [10] working days of the Fargo City Administrator's decision to the Fargo City Commission – it is the sole responsibility of the Contractor to schedule a hearing with the Fargo City Commission. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position at the hearing.

   **Moorhead:** If the Transit Manager and Contractor cannot resolve the dispute, the issue will be presented in writing to the Moorhead City Manager within ten [10] working days of the dispute. If the dispute cannot be resolved by the City Manager, it will be submitted in writing within ten [10] working days of the Moorhead City Manager's decision to the Moorhead City Council – it is the sole responsibility of the Contractor to schedule a hearing with the Moorhead City Council. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position at the hearing.

   **The decision of the Fargo City Commission or Moorhead City Council shall be binding upon the Contractor and the Contractor shall abide by the decision.**

   b. Unless otherwise directed by the Cities of Fargo/Moorhead, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
c. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

d. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Cities of Fargo and/or Moorhead and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the applicable state.

12. **Lobbying Restrictions**

The Proposer certifies that:

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

b. 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 officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

13. **Clean Air**

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

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

14. **Clean Water**
   a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
   b. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

15. **Contract Work Hours & Safety Standards Act**
   a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate no less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
   
   b. Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has founded under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the
amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

c. All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

16. **Transit Employee Protective Arrangements**  
**General Transit Employee Protective Requirements** - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto.

Some employees of the existing contractor in Fargo/Moorhead, First Transit, are unionized at this time with an agreement in place through December 31, 2016. Due to federal funding, the Cities have a 13(c) agreement that must be followed by the Contractor (see Appendix 16).

17. **Charter Service Operations**  
The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 40 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental", i.e., it must not interfere with or detract from the provision of mass transportation.
18. **Drug & Alcohol Testing**
The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 40 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of North Dakota and/or Minnesota, or the Cities of Fargo/Moorhead, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 40 and 655 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 40 and 655 before February 1 and to submit the Management Information System (MIS) reports before February 1 to the City of Fargo Transit Administrator and the City of Moorhead Transit Manager. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees to furnish with this proposal all necessary documentation for a compliant drug and alcohol testing program (refer to Section 3.15 and Appendix 1, Section 3).

19. **Cargo Preference**
46 U.S.C. 1241(b)(1) and 46 CFR Part 381 impose cargo preference requirements on shipment of foreign made goods. Requirements therein apply to the contract arising from this procurement.

20. **Davis-Bacon Act and Copeland Act**
The selected contractor shall comply with provision under the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor Regulations 29 CFR Part 5. The Contractor shall also comply with provisions under the Copeland (Anti-Kickback) Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

21. **Energy Conservation**
Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq).

22. **Environmental Violations**
For all contracts and subcontracts in excess of $100,000, contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42
USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15) which prohibits the use under nonexempt Federal contracts, grant or loans of facilities included on the EPA List of Violating Facilities. Contractor shall report violations to FTA and to the US/EPA Assistant Administrator for Enforcement (ENO329).

SECTION 2. PROJECT DESCRIPTION

The Cities of Fargo and Moorhead are seeking one, qualified vendor to provide all public mass transportation services for the F-M MATBUS system. Services to be provided include driver and dispatch operations and record keeping functions required by the Cities of Fargo and Moorhead, States of North Dakota and Minnesota, and the Federal Transit Administrations.

The Cities of Fargo and Moorhead provide vehicles, including maintenance, storage and fuel for transit services.

Bidders will provide a bid for the full system, but each City will execute a separate contract. The resulting contracts will require all drivers be cross trained and utilized in both Cities.

The Cities of Fargo and Moorhead currently supply 58 transit buses for this service: 32 Fargo Fixed Route, 10 Moorhead Fixed Route, 11 Fargo Paratransit and 5 Moorhead Paratransit. Ridership annually is approximately 1.7 Million passengers on the Fargo fixed route system and 482,000 passengers on the Moorhead fixed route system; and 54,000 on Paratransit (combined between Fargo, West Fargo, Moorhead and Dilworth).

The City of Fargo owns and operates a transfer terminal entitled the Ground Transportation Center (GTC), located at 502 NP Avenue, Fargo, North Dakota, which has furnished office space for the fixed route dispatchers, two (2) offices for the Contractor's supervisory staff, and one (1) conference room that can be used for meetings and training. The GTC serves as layover point for many of the fixed routes. The City of Moorhead shares in the operating costs of the Ground Transportation Center.

The Cities of Fargo and Moorhead share a combined storage and maintenance facility located at 650 23rd St N, Fargo, North Dakota, which has two (2) furnished office spaces for the Contractor. This facility houses the fleet of vehicles, the administrative staff, driver's break and locker rooms, maintenance staff, and the paratransit dispatch center.
SECTION 3. CONTRACTOR RESPONSIBILITIES - OPERATING REQUIREMENTS

3.1 FIXED ROUTE
It shall be the responsibility of the Contractor to thoroughly investigate and understand the Fargo/Moorhead MATBUS fixed route transit system and organizational structure prior to call for proposals date. Refer to projected revenue hours in Appendix 13.

A. Service Hours - Fargo
The Fargo Transit fixed route system currently operates 15 weekday, 10 Saturday and 12 evening routes. Fargo and Moorhead Transit operate a "pulse" system with the majority of transfers between Fargo routes and Moorhead routes occurring at the Ground Transportation Center (GTC) located at 502 NP Avenue, Fargo, North Dakota. A set of current schedules is included with this document as Appendix 7.

Please note: LinkFM is a downtown circulator route currently operating/running between Fargo and Moorhead. It is currently being operated on a trial basis until February 28, 2016. At that time, it will be evaluated for continuance by both Cities. Additionally, Route 24 (San) is a route planned for implementation in early 2017 to serve the new Sanford Medical Center. It has not yet, however, been officially approved and is illustrative at this time regarding the number of revenue hours.

1. Weekday Schedule (Monday through Friday)
Service runs 6:15 a.m. to 11:15 p.m. Hours of service equate to 304.48 revenue hours per day (see Appendix 7).

In the daytime, there are 24 buses operating 15 routes; the buses are used as follows:
- 1 vehicle on Route 11
- 2 vehicles on Route 13
- 1 vehicle on Route 13U
- 3 vehicles on Route 14
- 4 vehicles on Route 15
- 2.5 vehicles on Route 16 (shared with Route 17)
- 0.5 vehicles on Route 17 (shared with Route 16)
- 1 vehicle on Route 18
- 1 vehicle on Route 23
- 1 vehicle on LinkFM
- 0.5 vehicles on Route 31
- 0.5 vehicles on Route 35
- 1.5 vehicles (shared with 33) on Route 32
- 3.5 vehicles (shared with 32) on Route 33
- 1 vehicle on Route 34

Three patterns of interlining are utilized, as denoted below:
In the evening, there are 12 buses operating 12 routes; the buses are used as follows:

- 0.5 vehicles on Route 11 (shared with Route 18)
- 1 vehicle on Route 13
- 1 vehicle on Route 13U
- 2 vehicles on Route 14
- 2 vehicles on Route 15
- 1.5 vehicles on Route 16 (shared with Route 17)
- 0.5 vehicles on Route 17 (shared with Route 16)
- 0.5 vehicle on Route 18
- 1 vehicle on Route 23
- 1 vehicle on LinkFM
- 0.5 vehicles (shared with 35) on Route 31
- 0.5 vehicles (shared with 31) on Route 35

Note: During the non-academic year (mid-May to late August), revenue hours are 226.18 hours per day (the daytime portion of 13U and all of routes 31, 32E, 32W, 33 and 35 do not run during the non-academic year).

2. **Saturday Schedule**

Service runs 7:15 a.m. to 11:15 p.m. Hours of service equate to 177.43 revenue hours per day. There are 13 buses operating 10 routes; the buses are used as follows:

- 1 vehicle on Route 11
- 2 vehicles on Route 13
- 1 vehicle on Route 13U
- 2 vehicles on Route 14
- 2 vehicles on Route 15
- 1.5 vehicles on Route 16 (shared with Route 17)
- 0.5 vehicle on Route 17 (shared with Route 16)
- 1 vehicle on Route 18
- 1 vehicle on Route 23
- 1 vehicle on LinkFM

Three patterns of interlining are utilized, as denoted below:

- 11/14
- 13/18
- 16/17
- 11/18 (evening)
B. **Service Hours - Moorhead**

The Moorhead MATBUS fixed route system operates seven daytime routes and two evening routes. Moorhead MATBUS operates a "pulse" system. Transfers among Moorhead routes occur at the Ground Transportation Center located at 502 N.P. Avenue, Fargo, North Dakota, the Marriott Transfer Facility on 11th Street and 28th Avenue South in Moorhead, and Walmart shelter in the parking lot near 34th Street and 8th Avenue North in Dilworth.

Transfers between Moorhead, Minnesota, and Fargo, North Dakota, MATBUS routes take place at the GTC. Transfers between Moorhead routes 1, 2, 3, and 5 are at the Marriott Shelter. Routes 1/3, 2/5 and 6/9 are interlined. Transfers between Routes 4, 6 and 9 occur at the Walmart in Dilworth.

1. **Weekday Schedule (Monday through Friday)**

   During the daytime, service runs 6:15 a.m. to 6:45 p.m. with 30-minute frequency on Routes 1, 2, 3, 5, 6 and 9. Two buses are used on Route 4 for 30-minute frequency. During evening hours, service runs 6:45 p.m. to 11:15 p.m. on Routes 7 & 8. Weekday hours of service equate to 96.87 during the non-academic year and 100.87 during the academic year, which includes nine evening hours (see Appendix 7).

   From start of college through end of college, an additional Route 2 is operated Monday-Friday, from 2:30 p.m. to 6:30 p.m. to increase frequency and facilitate transfers in the afternoons for MSUM students. Eight vehicles are operated during peak on weekdays during the academic year.

   Three patterns of interlining are currently utilized, as denoted below:
   - 1/3
   - 2/5
   - 6/9

2. **Saturday Daytime Schedule**

   Service runs 7:15 a.m. to 6:45 p.m. with one-hour service frequency throughout the day on routes 1, 2, 3, 5, 6 and 9. Route 4 has 30-minute service frequency on Saturdays with two vehicles operating on a 60-minute route. Hours of service equate to 66.91 revenue hours per day. There are five (5) buses operating eight (8) routes on Saturdays. Routes 1/2, 3/5, and 6/9 currently interline; however, route changes taking effective July 1, 2015, will have 1/3, 2/5 and 6/9 interlining the same as weekdays.
3. **Evening Schedule**
   Evening service begins at 6:45 p.m. and runs until 11:15 p.m. Monday thru Saturday. Hours of service equate to nine (9) revenue hours per day. Evening Routes 7/8 interline with two buses operating.

C. **Service Hours - Holidays**
   There is no service on the following holidays: New Year's Day, Memorial Day (observed), Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Easter Sunday (including Paratransit). In addition, bus service on Christmas Eve usually ends early at 5:15 p.m.

D. **Sunday Schedule**
   There is no Sunday service for fixed route in either Fargo or Moorhead at this time.

E. **On-time Performance**
   The Contractor shall provide safe, timely, professional and reliable municipal mass transit services. Times schedules have been determined based on the earliest time the bus can arrive under ideal operating conditions. Buses shall not leave any time point prior to their scheduled departure time. At no time is the contracted operator to exceed posted speed limits in order to meet on-time performance. To allow for buses to reestablish timeliness during a trip, at least one layover point has been established at the mid-point of each route trip (see Appendix 7). The Cities want to ensure that passengers are able to successfully transfer from one bus route to another bus/route at transfer hubs. In the event that a pattern emerges of a noticeable number of missed transfers, the Cities will require the Contractor to review RouteMatch metrics and present a proposed remedy for issue(s) identified. The Cities acknowledge that certain circumstances are beyond the Contractor’s control, such as emergencies, mechanical problems, inclement weather, construction, train delays, the boarding or de-boarding of a person in a mobility device, incident, or accident. The Contractor is required to meet acceptable performance standards as will be established in the Transit Development Plan 2016-2020, which is currently being drafted by a consultant.

F. **Fares**
   Passengers are required to pay fares in one of the following manners: cash, Smartcard, coupon, ticket, College U-Pass I.D. or transfer slip. MATBUS operates the GFI Odyssey electronic farebox. Cash fares are entered into a secured farebox by the transit rider. Drivers are not responsible to carry change. The driver can issue a farebox change card for overpayment that can be used on the MATBUS system. Base fare is currently $1.50, half fare or 75 cent fares apply to elderly, disabled, and youth (K-12) and preschool children ride free. Currently, North Dakota State University (NDSU), Minnesota State University Moorhead (MSUM), Concordia College, and Minnesota State Community and Technical
College (M|State) students ride free with their valid I.D.; NDSU and Concordia faculty and staff also ride free with valid I.D.

Transfers between routes within the Fargo and Moorhead transit systems are free and accepted at any location along the route and at major transfer hubs. Transfers between Fargo and Moorhead transit systems are also free and accepted at the Ground Transportation Center. The driver issues a transfer ticket to a passenger upon request at time of boarding.

Transit Alternatives is a public transit system operated through Productive Alternatives in Fergus Falls, MN, that provides commuter service from Detroit Lakes, MN, and Fergus Falls, MN into Fargo-Moorhead, as well as a flex route on Sundays in Moorhead and Dilworth, MN. Transfers from Transit Alternatives to MATBUS are free and accepted at the GTC, however transfers from Fargo and Moorhead busses back on to Transit Alternatives are not applicable – riders are required to pay for the return trip on a Fargo or Moorhead bus.

LinkFM is a downtown circulator linking the downtown areas of Fargo and Moorhead. Fare is not required from any passenger on this route and transfers between LinkFM and other MATBUS routes are offered free of charge.

Contractor and its employees are prohibited from soliciting or accepting any tips or gifts of any kind.

G. **Auto Vehicle Location (AVL) and Auto Voice Announcement (AVA)**

The Contractor will be required to utilize the Cities’ AVL/AVA system provided by RouteMatch Technologies for daily operations for both fixed route and Paratransit operations. The Contractor will be required to work with the Cities in all aspects of programming, operating, training and troubleshooting of the RouteMatch system. In the event the Cities elect to implement further technologies on-board its vehicles, the Contractor will be expected to support and utilize such innovations.

### 3.2 MAT PARATRANSIT

MAT Paratransit service is demand-response door through first door service for persons with disabilities who are ADA Paratransit eligible. Service is provided within the city limits of Fargo and West Fargo, North Dakota, Moorhead and Dilworth, Minnesota, utilizing 16 mini-buses provided by the Cities of Fargo and Moorhead. The minimum number of vehicles and revenue hours, established to meet demand is provided in Appendix 13. Revenue hours may be adjusted by the Cities to meet daily needs. Hours of service are currently Monday-Friday 6:00 a.m. to 11:15 p.m., and Saturday 7:00 a.m. to 11:15 p.m. Paratransit service is provided on Sundays (currently limited to two mini-buses) in Fargo and West Fargo, North Dakota only; hours of operation are 7:00 a.m. to 5:00 p.m.
RouteMatch is the software program utilized by the Fargo-Moorhead MATBUS for paratransit operations in scheduling trips for ADA eligible clients. In addition, each paratransit vehicle is equipped with a tablet, which interfaces directly with RouteMatch. RouteMatch and tablets will be utilized in the daily operation of Paratransit. The City of Fargo provides reservationists to create driver manifests using RouteMatch. Contractor is required to follow, and ensure drivers adhere to, the schedule produced. Contractor is to schedule drivers to each run on a daily basis.

Operating Guidelines for MAT Paratransit are included in Appendix 6, and list the hours, days of service, fares, driver and dispatch responsibilities, eligibility criteria, recordkeeping and other requirements that the contractor must adhere to in the operation of this service. The Cities may amend these guidelines from time to time during the term of this contract and the Contractor shall comply with said guidelines.

**On-time Performance**
The Contractor shall provide safe, timely, professional and reliable municipal mass transit services. Trips will be considered "on-time" as long as they are served within a 30-minute window (±15 minutes deviation from the scheduled pick-up and drop-off times). The contractor is required to meet acceptable performance standards.

**In-Vehicle Time/Shared Ride Service**
Except in cases of extremely distant start and end points, passengers shall not spend more than sixty (60) minutes in a vehicle. Records kept by the Cities of Fargo and Moorhead will record late arrivals, lengthy trips, missed rides, and other pertinent information. These records are utilized to determine that sufficient service is available to meet demand. In addition, drivers will radio the Reservationists for breaks, and at all other times will remain available for scheduling and contact by radio. Reservationists may also require the driver to take a break when time is available.

### 3.3 GROUND TRANSPORTATION CENTER
The City of Fargo owns and operates the Ground Transportation Center (GTC) transfer terminal located at 502 NP Avenue, Fargo, North Dakota. GTC Procedures and Policies have been developed and entered into by the Cities. The Cities’ policies have been incorporated into the MATBUS Employee Handbook and must be read and acknowledged by each driver and dispatcher as a part of their initial training. A copy of the current MATBUS Employee Handbook is included as Appendix 12. The Cities may amend these from time to time during the contract period, and the Contractor shall comply with said policies and procedures.

The GTC has a driver break room, which includes a telephone for local calls. **Smoking is not allowed inside or outside the GTC facility – the smoking policy is strictly enforced.** There is a dispatch area with work areas for up to
three (3) people. A list of equipment and furniture provided by the City for use by the dispatchers and contractor’s management/supervisory staff is available in Appendix 9. The GTC dispatcher is responsible for safely releasing both Fargo and Moorhead fixed route buses from the GTC, providing exceptional customer service, selling tickets and Smartcards, recording statistical data, providing route information, recording passenger complaints in compliance with established procedures, suggestions or comments, opening and closing the building, and other duties as assigned. The GTC dispatch hours are 6:00 a.m. to 11:15 p.m., Monday through Friday and 7:00 a.m. through 11:15 p.m. Saturdays.

At the GTC, the Cities supply office space for dispatch staff and supervisors with telephones, computers and workstations. The Contractor must supply any other furniture or equipment necessary for the supervisor’s use. The Contractor is required to have access to a cell phone and email for communication with the Cities. The Cities will provide internet service and an email address within the City of Fargo infrastructure.

Currently, the Cities contract with a security firm to make provide approximately 40 hours per week of patrols at the GTC and escort dispatch to their vehicles at the end of day. In addition, security personnel exchange large bills and transport deposits. The Fargo Police Department has assigned personnel to downtown Fargo available for supplementary security purposes.

3.4 TRANSIT STORAGE AND MAINTENANCE FACILITY

The Cities of Fargo and Moorhead share a combined storage and maintenance facility called the Metro Transit Garage (MTG) located at 650 23rd St N, Fargo, North Dakota. This facility houses the fleet of vehicles, the administrative staff, driver break and locker rooms, furnished offices for the Contractor, maintenance staff, and the paratransit dispatch center.

The MTG facility has a driver’s lounge and locker room, and a lunch room shared with City staff. **Smoking is not allowed inside or outside the MTG building.** The administration, maintenance, and paratransit areas are staffed with City of Fargo and City of Moorhead employees.

The Contractor’s management/supervisory personnel shall be located at the MTG and/or GTC. The Cities supply furnished offices for the Contractor at the MTG. Refer to Appendix 9 for a complete list of city-owned equipment that will be provided for use by the Contractor. The Contractor must supply any other furniture or equipment necessary for the management/supervisory use. Contractor's management/supervisory staff is required to have access to a cellular phone with texting capabilities and email for communication with the Cities.

3.5 INCREASE OR REDUCTION IN SERVICE HOURS

The Cities of Fargo and Moorhead may, for any reason, request an increase or reduction in bus hours to be provided by the Contractor for fixed route, GTC
Dispatch, and MAT Paratransit, or other required bus service hours. Said increases or decreases shall not result in renegotiation of the cost per revenue hour for driver services.

Management fees will be a separate line item in this proposal and the resulting contract. With the exception of a change in the number of Contractor's management staff as pre-approved by the Cities, there will not be renegotiation of the management fees in the increase or reduction of service hours. However, when there is a substantial change in revenue hours, there will be redistribution between the Cities of Fargo and Moorhead of the set management fee based upon percentage of total revenue hours.

3.6 ROUTE SCHEDULES AND INFORMATION
Current route schedules and information for Fargo and Moorhead MATBUS Transit Services is attached to this document as Appendix 7.

3.7 CONTRACT HOURS
Projected annual revenue hours for each year of the three-year contract period are attached to this document as Appendix 13. Refer to Section 3.18 for the definition of bus revenue hour.

3.8 FARE/REVENUE COLLECTION
The Cities shall collect and retain all revenues generated by the fixed route transit systems. The drivers will properly operate the existing, and any subsequent, fareboxes and ensure that the fare policies are followed. Drivers will also be responsible for clearing jams in the fareboxes when applicable. Fares collected for the MAT Paratransit system are to be retained by the Cities.

The Cities shall hire a security firm to transport revenue from the garage to the Cities’ banks on a periodic basis. The Contractor shall cooperate with the security firm and the Cities in implementing any accounting procedures for the safe removal of fares from the fareboxes, handling of fares for Paratransit and handling of fare media sales at the Ground Transportation Center. The Cities Fare Collection Policies are incorporated in Appendix 19.

3.9 PHASE-IN OF SERVICE
Proposer will describe in detail, with dates or timeline, how his/her firm will accomplish the transition of the service from one operator to the next.

3.10 QUALIFICATIONS OF CONTRACTOR
A. Experience
Any Proposer (firm/company) must demonstrate at least three (3) years within the past five (5) years of extensive hands-on experience involving all aspects of bus operations, which will include municipal mass transit and complimentary paratransit service. The Proposer must have a satisfactory record of performance demonstrated by providing references from clients for which Proposer has provided service. A reference list of
clients will be supplied to the Cities. Additional client references may be requested by the City and will be provided by the Contractor.

**Note:** Proposers will be required to sign the attached release for the Cities to obtain information from client references (Appendix 17). The Cities reserve the right to request additional information to determine the Proposers’ qualifications to provide service.

**B. Financial Stability**
The Proposer will demonstrate they have the necessary financial resources to perform as required to satisfy the contract. The Proposer will provide three years of the most recent published audited financial statements, which include a balance sheet, income statement, cash flow statement and footnotes supporting the related financial statements. If audited financials are not available, the Cities may request additional financial information including income tax returns for the past three years. If the company is a subsidiary or division of another company, Proposer will provide financial information for the past three years to present indicating their financial position and performance as a subsidiary. The Proposer will clearly communicate in its proposal any financial information which might be critical in assisting the Cities in the review process.

Cost/price proposals and other financial data, such as overhead rates, etc. shall be handled as confidential data to the extent allowed under applicable law, including Minnesota Government Data Practices Act, M. S. Chapter 13, and utilized on a "need-to-know" basis for proposal evaluation. The Cities will also require the Proposer to provide its Dunn & Bradstreet number.

**Note:** Proposers will be required to sign the attached release for the Cities to obtain information from financial institution references (Appendix 17). The Cities reserve the right to request additional information to determine the Proposers’ qualifications to provide service.

**3.11 PERSONNEL**
The Contractor shall be solely responsible for the provision of and satisfactory work performance of all employees as described by this Request for Proposal or any reasonable performance standard established by the Cities of Fargo and Moorhead, and shall be solely responsible for payment of all employees’ wages and benefits. Without any additional expense to the Cities of Fargo and Moorhead, the Contractor shall comply with the requirements of employee liability, worker's compensation, employment insurance and social security. The Cities of Fargo and Moorhead shall have the right to demand removal of any personnel from the Contractor’s local team for just cause (as determined by the Cities). The Contractor shall not, absent prior written notice of 60 days to, and consent by the Cities, remove or re-assign any key management personnel identified in its proposal (e.g. Project Manager) at any time prior to or after execution of the contract.
At present, the Contractor has the following management/supervisory team on staff:
- 1 Project/General Manager
- 1 Safety Manager/Classroom Trainer
- 1 Office Clerk
- 1 Lead Fixed Route Dispatcher
- 2 Road Supervisors

Additionally at present, the Contractor has the following staff members in place:
- 3 Fixed Route Dispatchers
- Sufficient drivers for fixed route and Paratransit services (the Contractor's current seniority list will be provided in Appendix 15 to allow proposers to assess current experience levels).

The Cities acknowledge the Contractor's current level of staffing is inadequate given the number of recent expanded service hours and future service hours, and technology responsibilities. The Cities request the Proposer to provide their suggested staffing levels and organizational hierarchy/structure to include a minimum additional staffing of 1.0 FTE.

For purposes of this RFP and the resulting contract, full-time work for managers/supervisors equates to a minimum of forty (40) hours per week.

A. **Organizational Structure**
Proposer must outline in the proposal the organizational structure of the company and personnel resources that are available to accommodate employee turnover, vacations and other absences without disrupting MATBUS operations, as well as demonstrate that a sufficient number of qualified personnel will be dedicated to properly operate and maintain the transit system.

Company personnel are subject to any and all rules and regulations, including the most current Drug & Alcohol regulations that are placed on the Cities of Fargo/Moorhead as a condition of receiving necessary local, state or federal funding.

B. **Project/General Manager**
The Contractor shall designate a Project/General Manager who shall oversee successful operation of the services. Due to the critical role occupied by the position of Project/General Manager, it is required that this person be identified, a detailed resume be furnished in the Proposer's response to this RFP and that this person be available to be interviewed in person by the Cities of Fargo/Moorhead evaluation team.

At a minimum, the Project/General Manager must have three (3) or more years experience managing all aspects of a municipal mass transit and complimentary paratransit operations, or a combination of higher
education and transportation experience in a management/supervisory position totaling five or more years.

The Project/General Manager must be computer-proficient and have a working knowledge of the Microsoft Office Suite. The Cities operate in a Windows-based operating system environment. The Project/General Manager will be required to become proficient with programs required by the Cities (such as RouteMatch, GFI Operating Systems, ManageMAT, MobileView, Tightrope Media Systems’ Carousel and others as assigned) by June 30, 2016.

The Project/General Manager must have, by the start of the contract period, medical and operator certificates & appropriate vehicle class license(s).

The Project/General Manager must be able to perform his or her tasks within the working environments of an office, transit facility, maintenance facility, transit vehicles and bus stops.

The following is not intended to be an all-inclusive list of the essential functions of the Project/General Manager position, but rather a general description of some of the requirements necessary to carry out the duties and responsibilities of this position.

- Communicate clearly and effectively, both orally and in writing, using the English language.
- Meet with the Cities, vendors or others on a regular basis.
- Work extended hours, including weekends, when necessary.
- Demonstrate regular and consistent attendance and punctuality.
- Assimilate information quickly and accurately in order to make effective day-to-day operational decisions. Additionally, provide operational reports as requested by the Cities in the timeframe denoted and to provide recommendations to improve service delivery.
- Prioritize tasks and manage time effectively.
- Ensure contract compliance.
- Supervisory experience with hourly employees and knowledge of Human Resources regulations is required.
- Create a positive work environment by providing all employees with fair and equitable supervision and encouraging professional and personal growth.
- Recruit, screen, and hire quality employees to ensure full effective staffing of the operation.
- Document employee performance, provide necessary training, and apply appropriate discipline.
- Ensure the safety of the operations as it relates to the service delivered, the passengers utilizing the service, and the employees providing the service.
• Address groups periodically to present information (City Commission/Council, civic groups, driver meetings).
• This position will require an individual who can effectively interact with all levels of employees, from bus drivers to senior management, and with the general public.
• Must be available to confer with the Cities’ regarding weather-related cancellations or closures.
• Additional duties as assigned.

C. Additional Management Team Duties

The Contractor shall provide sufficient personnel to monitor drivers on the road to ensure compliance with policies and procedures. The Cities require a supervisor to be on-site during morning “roll-out” Monday through Saturday.

The following is not intended to be an all-inclusive list of the essential functions of the additional management team, but rather a general description of some of the requirements necessary to carry out the duties and responsibilities of these positions.

• Monitoring of pre- and post-trip vehicle inspections.
• Driver retraining after accidents, incidents, complaints, as applicable.
• Video surveillance review in response to accidents, complaints, incidents or requests from the Cities, insurance companies or emergency personnel.
• Training of drivers and fixed route dispatchers of on-board promotions, MATBUS Employee Handbook (contains Cities policies and procedures), changes in the system, or any other pertinent information the drivers and/or dispatchers are required to know.
• Regular on-site monitoring of operations at remote transfer hubs.
• Written evaluation of drivers and dispatchers annually.
• Each and every fixed route driver will be observed via a ride-along at least once per quarter during all hours of operation, including early mornings, evenings and weekends. Ride-along observations can include video surveillance.
• Each and every Paratransit driver shall be monitored with unannounced random spot checks at least once per month.
• Consultations with newly-hired drivers must be completed within 90 days of hire, in addition to the annual evaluation (including practical demonstrations and on-site visits or ride-alongs).
• Coordinate compliance with Federal, State, and local laws and assist with safety inspections and periodic audits by state or federal agencies.
• Maintain or coordinate complete personnel recordkeeping (including license status, arrests, citations, traffic violations). Maintain substance abuse files.
• Responds to emergencies and utilizes the Vehicle Crash Procedures established by the Cities (included in Appendix 20). This will also include the notification of police and the Cities when necessary.
• Ensures all safety regulations are being observed and all training methods are adequate and effective.
• Conduct safety training and meetings. Review accident reports to reduce number and severity of accidents; maintain complete safety files, e.g., accident reports, bus reports, worker's compensation injuries, off-job injuries and document occurrences. Investigates complaints, accidents, and incidents as needed.
• Additional duties as assigned.

The Cities require that any drivers proposed for Paratransit be interviewed/screened by the City prior to being placed in service to ensure compatibility and correct fit.

The Cities will also require that any dispatcher being proposed for Fixed Route Services be interviewed/screened by the City prior to being placed in service to ensure compatibility and correct fit.

D. **On-Call & Organizational Structure**
In addition to the Project/General Manager being on-call and reachable by a fully-functional cell phone or 2-way radio during all service hours, one additional member of the Contractor’s Management Team will also always be required to be on-call during all operating hours (this second on-call duty may be rotated among the various members of the Team). In the absence of the Project/General Manager, he or she may elect to designate a member of the Management Team to function as the first point of contact for the Cities. To summarize, a total of two members of the Management Team are always expected to be on-call during operating hours. **NOTE: Proposers are requested to propose an organizational structure with denoted duty assignments.**

E. **GTC Dispatch Staff**
The Contractor shall supply a sufficient number of employees to staff the GTC dispatch area at all required times. At present, the GTC is open from 6:00 a.m. to 11:15 p.m. Monday through Friday. On Saturday, the GTC is open from 7:00 a.m. to 11:15 p.m. The Contractor will be expected to provide two dispatchers on duty from 6:00 a.m. to 9:15 p.m. Monday through Friday (one dispatcher after 9:15 p.m. until 11:15 p.m.), in addition to two dispatchers from 7:00 a.m. to 9:15 p.m. on Saturday (with one dispatcher after 9:15 p.m. until 11:15 p.m.) On-site private security has been retained to provide coverage beginning at 9:15 p.m. Monday through Saturday to assist during these hours.
The Contractor will be responsible for training these employees and ensuring that all Cities’ program policies and procedures are adhered to. Contractor shall describe plans to ensure daily dispatch functions are executed, including the handling of emergency and unusual situations, and the proper utilization of computer hardware and software. **Note:** During times of emergencies, weather events, special community or transit system events, the Cities will require additional coverage in dispatch to handle the excessive workload effectively.

Dispatch/Office staff will be responsible for maintaining records as required by the Cities to meet requirements and regulations of the States of North Dakota and Minnesota and the Federal Transit Administration.

The following is not intended to be an all-inclusive list of the essential functions of the fixed route dispatchers, but rather a general description of some of the requirements necessary to carry out the duties and responsibilities of these positions.

- Assisting with and/or providing daily dispatching duties.
- Scheduling drivers to meet the service requirements.
- Communicating with the drivers regarding policies and enforcing same, i.e. uniform compliance, stop sign adherence, on-time performance, etc.
- Monitoring radio communication and required correspondence for transfers, persons in mobility devices and arrival/departure times.
- Communicating with other dispatchers on procedures and enforcing compliance, i.e. accounting procedures, customer service, vehicle crash and incident reports, etc.
- Ensuring reports and documentation required by the Cities are prepared and submitted on-time and accurately.
- Assigning tasks to other dispatchers on duty to ensure work is completed in a timely-manner.
- Perform duties related to the operation of Paratransit services outside of the hours staffed by the Cities’ Paratransit Reservationists.
- Other duties as assigned.

**F. Drivers & Training**

The Contractor shall supply a sufficient number of properly qualified personnel to operate the equipment and to provide the services required. The City of Fargo/City of Moorhead reserves the right to approve all personnel positions and require the removal of any personnel from operations of the City transit system.

The Contractor shall be responsible for the performance of personnel in accordance with this RFP and the policies contained in the following documents, which may be amended by the Cities from time-to-time during the contract period:
Training shall be the responsibility of the Contractor. All training programs must be pre-approved by the Cities and upon completion, certification maintained in the employee’s qualification files. All records shall be made available to the Cities upon request. Specific training topics to be covered are contained in the MATBUS Employee Handbook (Appendix 12). In addition, the Contractor is required to have comprehensive safety training and incentive programs for all employees. Specific hours of training and areas of coverage shall be indicated in the proposal submitted by the Contractor with this RFP. There will be a conference room available at the MTG facility, which may be scheduled in advance for training.

The Contractor’s safety program must be detailed in the proposal. Additionally, the Contractor must provide its safety record for the past three years, including information such as the number and type of preventable vehicle crashes, as well as incidents resulting in potential injury or medical attention to passengers which have occurred within transit operations managed by the Contractor during the timeframe denoted above.

Meetings shall be held no less than once monthly with mandatory attendance by the Contractor’s drivers and dispatchers. The meeting(s) are required to be video/audio recorded and any staff member absent from the meeting must watch/listen to the recording prior to the next meeting. Staff from the Cities may request items be added to the agenda and may also attend these meetings. Pre- and post-meeting handouts shall be prepared by the Contractor and provided to the City.

GTC dispatch personnel are required additional training related to customer service interaction, as well as sensitivity training to effectively communicate with persons with disabilities. They must be thoroughly familiarized with the service area, routes, the MATBUS system/network and the MATBUS Employee Handbook.

Minimum driver qualifications are listed in the MATBUS Employee Handbook (Appendix 12).

The driving records of bus drivers are subject to review at any time deemed necessary by the Cities or Contractor. The Cities of Fargo and Moorhead will require the Contractor to provide a current, written record on drivers from the State Motor Vehicles Department prior to employment and once annually thereafter. The Contractor is also responsible for obtaining and paying for criminal record checks on all drivers through the Bureau of Criminal Apprehension as a pre-employment step, and on an annual basis thereafter. The Cities reserve the right to approve all
personnel positions and review any and all Contractor employee files. The Contractor shall include within the personnel file a signed check list indicating that the new employee has received proper training as prescribed by the Cities.

G. **Employee Manual**
In addition to the MATBUS Employee Handbook provided by the Cities containing rules and guidelines, the Contractor must have in place and submit to the Cities a comprehensive employee manual, which shall address:

- Employee wages and benefits
- Substance abuse policies
- Performance evaluation processes
- Disciplinary actions for non-conformance with policies and regulations – (the resulting contract will require the Cities’ disciplinary actions taking precedence in instances where required action is more strict than the Contractor’s)
- Other company policies

H. **Promotions:** Marketing promotions are an important element for increasing patronage. Failure of Contractor to participate in marketing promotions will constitute non-performance. (Measure: Lack of cooperation or drivers lack of involvement in or resistance to, promoting a marketing campaign.)

I. **Payment of Taxi Rides**
The Contractor is responsible for payment of taxi rides under the “Guidelines for Taxi Ride Authorization Fargo-Moorhead MATBUS” which is included in Appendix 14.

3.12 **EQUIPMENT**

A. **Vehicle Descriptions**
Transit vehicles to be used for this contract are listed in the City-Owned Vehicles Inventory, Appendix 10, and include the fareboxes, radios, security cameras, Auto Voice Announcement, and Auto Vehicle Location, etc. The City of Fargo provides all vehicle maintenance and facilities necessary to the performance of the project, including all parts, mechanic labor, equipment, service and cleaning, labor, maintenance supplies and supervision. The Cities will supply all consumables necessary to the performance of the project, including diesel fuel, gasoline, motor oil and other lubricants, anti-freeze, solvents, and cleaning. The buses are housed inside a climate-controlled area. There is a dispatch area and locker room in which drivers may check in and out of, if so desired by the Contractor.
B. **Radios**
All City-owned vehicles are equipped with two-way radios. City-owned radio base stations are provided by the Cities for use at the GTC. Any air-time charges for the two-way radios will be paid by the applicable city. Handheld two-way radios may also be provided for the Contractor’s use in communicating with drivers.

C. **Vehicle and Equipment Usage**
Vehicles and equipment provided by the Cities for the Contractor’s use in fulfilling this contract are to be used solely for the provision of this service. Personal usage and/or use for any other purpose are prohibited. Contractor’s vehicles may be utilized for any purpose not interfering with Fargo or Moorhead transit service.

D. **Security Cameras/DriveCam**
MobileView video cameras are provided by the Cities in transit vehicles. The Cities also provide docking stations for the Contractor’s management team to view digital video recordings (DVR’s). DVR’s may be requested by the Contractor for use in monitoring/reviewing operator performance or investigating complaints, incidents and accidents.

All of the Moorhead vehicles, and a number of the Fargo and Paratransit vehicles contain the MobileView 3000 WiFi system, and Contractor’s management staff can, through software, request the download of video for monitoring/reviewing operator performance or investigating complaints, incidents and accidents.

The existing Contractor has installed (and maintains) DriveCam technologies on-board the fixed route and Paratransit fleets. This system belongs to the existing Contractor. As emphasized throughout this RFP, safety is extremely important. Proposers are encouraged to propose safety-related technology as a part of their proposal.

3.13 **RECORD KEEPING & REPORTING**
The City of Fargo, City of Moorhead, North Dakota and Minnesota Departments of Transportation, and Federal Transit Administration or their designee(s) may perform audits at any time of the books, records and accounts of the Contractor. Contractor agrees to preserve, and to cause any subcontractor to preserve and make available for a period of six years after the completion of a contract, any and all financial, operations, and administrative records pertaining to this contract.

The Contractor shall provide any and all reports required by the Cities. City-required reports include but are not limited to those listed in this Subsection. A sampling of these reports is included in Appendix 11.
A. **Accounting/Record keeping**
Accounting procedures utilized by the Contractor relative to said transit system shall be consistent with FTA National Transit Database requirements and regulations of the States of North Dakota and Minnesota Departments of Transportation.

B. **Ridership Reports**
The Contractor shall submit to the City required ridership reports for all services, routes, or special arrangements in a manner approved by and on forms supplied by the City. These reports include, but are not limited to, the Daily Report forms and Trip Sample sheets, which are necessary for FTA National Transit Database reporting requirements. The Contractor is responsible for the drivers being aware of, and following the reporting methods prescribed by the City. The City has electronic registering fareboxes for use on all fixed route vehicles. The drivers must perform applicable farebox procedures as required by the manufacturer or Cities for these fareboxes.

C. **Vehicle Crash Reports and Incident Reports**
The Contractor shall notify the Cities *immediately* of any vehicle crash involving a Fargo or Moorhead MATBUS vehicle or any incident which may potentially result in injury to a passenger, driver or others. The Contractor will provide further clarification or details to the Cities in writing within twenty-four (24) hours of the specifics of all vehicle crashes using the forms provided by the Cities. Vehicle Crash Report Procedures are included in Appendix 20.

D. **Complaint Resolution**
Upon receipt of any complaints from passengers, citizens, or transit personnel, the Contractor or City staff shall enter the complaint into the ManageMAT intranet system within one business day. A sample of the complaint form is included as Appendix 18. The ManageMAT intranet system will email specified staff a copy of the complaint, allows staff to request download of video, and also emails out the final complaint resolution to staff.

The Contractor shall investigate, and respond *in writing* through ManageMAT, all complaints involving drivers and/or Fixed Route dispatchers. Investigation shall include meeting with any employee accused of not following appropriate traffic regulations and Cities rules and policies, and watching relevant video. The final resolution to the complaint must be given to the Cities within ten business days of the complaint. The Project/General Manager will be required to answer to citizens or passengers regarding complaints.
E. **Meetings**
The Cities hold staff meetings weekly for purposes of discussing problems and solutions and maintaining open and frequent communications with the contractor. Occasionally additional meetings may be required, especially at the beginning of the contract. Unless otherwise notified, Contractor's Project/General Manager or other employee with decision making authority will be required to attend all meetings.

3.14 **INSURANCE**
The City of Fargo/City of Moorhead shall provide casualty insurance on the buses and equipment it deems necessary and Contractor shall have no responsibility to provide such coverage. City of Fargo/City of Moorhead shall provide self-insurance or otherwise, liability insurance coverage, limited, however, to the minimum amount of $1.5 Million or the statutory amount or amounts established by the State of North Dakota/State of Minnesota laws governing municipal liability, whichever is greater. Any applicable insurance deductibles for City-provided insurance shall also be paid by the respective city. The City of Fargo/City of Moorhead insurance shall be primary. The Contractor shall be listed as an additional insured on the Cities' casualty insurance for the buses.

The Contractor shall be required to obtain and keep in force during the terms of operation covered by this proposal Employment Practices Liability Insurance (EPLI), North Dakota and/or Minnesota Worker's Compensation and Employer Liability Insurance, applicable Unemployment Insurance, and the Performance Bond, all as provided more fully below. Certificates evidencing the required insurance will be furnished to the Cities prior to commencing any work under this contract. If the Contractor does not currently meet the requirements listed below, the Contractor shall submit a letter from a reputable insurance agent stating intent to provide insurance for the prescribed coverage.

The Contractor shall be required to obtain and keep in force during the terms of operation covered by this proposal an EPLI policy in the minimum amount of $1.5 Million. EPLI is intended to cover liability for actions of the driver other than operating the vehicle, such as sexual harassment, discrimination, or other non-driving risks associated with employment. The Cities must be listed as additional insureds on the Contractor’s EPLI policy.

North Dakota and/or Minnesota Worker’s Compensation and Employer Liability Insurance at the limits established by the States of North Dakota and/or Minnesota.

Each policy of insurance shall contain the following clauses: "It is agreed that these policies shall not be canceled nor the coverage reduced until thirty (30) days after the City of Fargo/City of Moorhead shall have received written notice of such cancellation or reduction by certified mail."
Contractor will provide the City of Fargo/City of Moorhead documentation proving insurance coverage, in the form of a Certificate of Insurance, within 30 days of notice of contract award or 10 days before commencing transportation service, whichever occurs first.

Performance Bond - the Contractor is required to have a contractor's bond per Minnesota Statute 574.26 for both Cities. Contractor shall submit with this proposal a letter from a reputable bonding company stating intent to provide a bond for the prescribed amount, which is 100% of the annual contract cost for the City of Fargo and the City of Moorhead. The bond will be renewed on an annual basis for the term of the contract. The cost for the bond should not be included in the proposer's cost per revenue hour. Rather, the amount should be indicated separately on the bid sheet. For the selected contractor, the cost for the bond amount will be reimbursed by the Cities annually.

Deductible and Self Insured retainers, if any, shall be identified in the Bidder's proposal. All deductible payments are the responsibility of Contractor.

The Cities of Fargo and Moorhead shall be named as additional insured on all liability policies.

3.15 **DRUG AND ALCOHOL TESTING PROGRAM**

The Contractor is responsible for compliance with all approved or pending Federal Transit Administration regulations with regard to drug and alcohol testing – 49 CFR Parts 40 and 655. The Contractor shall submit with the proposal any current drug/alcohol testing programs in place. Contract shall also submit a list of proposed test sites, Medical Review Officer, and Substance Abuse Professionals with the proposal (refer to Appendix 1, Section 3) and annually thereafter along with the federally-required annual MIS report.

3.16 **CONTRACT TERM**

The term of any agreement arising from this RFP shall be for the three-year period January 1, 2016, through December 31, 2018. The base contract may be renewed for one additional two-year period at a rate mutually agreed upon between the Cities of Fargo and Moorhead, and the Contractor. The negotiated rate for each of the additional two-years in the contract extension period cannot exceed increases demonstrated by the Consumer Price Index (CPI) for All Urban Consumers for Midwest Region Size Class B/C Services" for the percent change for the previous twelve months. If the CPI is less than zero, the minimum wages shall be the previous year's wages.

3.17 **TRANSFER VEHICLES**

The Cities will provide three (3) transfer vehicles at shift change to transport Fargo and Moorhead drivers to their respective routes. The vehicles are owned by Fargo and Moorhead, leased to and insured by Fargo. A fourth van can be reserved for use by Contractor's and Cities' management staff, as available. The contractor may not utilize City buses for this purpose. Any transfers necessary beyond that will be the sole responsibility of the Contractor. The transfer vehicles
are not to be utilized in any other manner - i.e. personal use (see Non-Performance Penalties). Should the transfer vehicles be unavailable for mechanical reasons, an alternative vehicle will be arranged through, and provided by, the City of Fargo technicians (mechanics).

3.18 **COMPENSATION**

The Cities will reimburse the Contractor for services provided under contract based upon the agreed upon hourly rate per bus revenue hour for fixed route, a monthly fee for dispatching, an agreed upon rate per revenue hour for Paratransit, and a monthly fee for management. Bus revenue hours shall mean the hour's service is available to passengers as set forth in the schedules included in Appendix 7. In all cases, bus revenue hours exclude the time in which the buses travel to/from the storage facility to the beginning/ending point of the fixed route service and exclude time traveled to the first pick-up and from the last drop-off for Paratransit service.

All payments made to the Contractor shall be made subsequent to the end of each month service is actually rendered and in accordance with Cities billing procedures. Payment in full shall be made within thirty (30) days upon submission by the Contractor to the Cities of an itemized per day accounting of revenue hours by service type for the reporting period.

Contractor should specify in the proposal the price per hour that is proposed for special bus arrangements requested by the Cities beyond those regularly scheduled hours of operation, including emergencies such as floods, tornados, etc. This proposed rate will be all inclusive. The Special Rate will be all inclusive except for travel and lodging cost to bring in additional buses and personnel from other cities when necessary - such expenses would be negotiated based on event. The Special Rate specifically excludes the Project/General Manager or Management Team members driving for route timings, bus stop locations, route detour assistance, and other necessary operational functions, including promotional/marketing functions. With respect to marketing/promotional functions, Cities will pay the Special Rate, but has the exclusive right to choose whether a manager, supervisor, or driver will complete the service. Cities shall coordinate with Contractor with respect to selection of Contractor employee.

All billings submitted will be separated by the City of Fargo and the City of Moorhead in the prescribed format in Appendix 11. In addition, only the City of Fargo will be billed for all Paratransit services.

3.19 **COMPLIANCE**

**A. Penalties for Non-compliance**

Service requirements outlined in this section will be closely monitored and enforced by the Cities. All penalties will be assessed in writing to the Contractor within fifteen (15) working days of awareness of the violation.
The written notice will include recommendations and specific time constraints for the Contractor to remedy the situation.

1. **Qualified Drivers/Sufficient Personnel**: The Cities will not pay for any hours of service provided by personnel who do not meet the minimum qualifications for drivers and/or dispatchers outlined in the MATBUS Employee Handbook.

   The Contractor is required to provide sufficient personnel to meet the required service hours.

2. **Schedule Adherence and Missed Trips**: Fixed Route buses shall not leave any time point prior to their scheduled departure time. At no time is the contracted operator to exceed posted speed limits in order to meet on-time performance. To allow for buses to reestablish timeliness during a trip, at least one layover point has been established at the mid-point of each route trip (see Appendix 7). The Cities want to ensure passengers are able to successfully transfer from one bus route to another bus/route at transfer hubs.

   A missed trip is defined as “a trip missed due to driver error or deliberate delay by a driver”. Missed trips are documented in ManageMAT. For every scheduled trip of a bus route that is a “missed trip”, the Cities will deduct $250 per trip from the payment to the Contractor for that month.

   Exceptions to a “missed trip” are: delays due to mechanical problems, inclement weather, construction, trains, loading persons with mobility devices, incidents, or accidents.

   The Cities will not pay for service which has been cancelled due to inclement weather - this includes driver's wages.

3. **Traffic Violations**: Drivers who ignore safety and choose to violate traffic rules (speed, run a red light, pass in a no-passing zone, etc.) will not be tolerated. A fine of $500.00 will be assessed to the Contractor for each citation or infraction a driver receives while driving a City vehicle. Drivers are financially liable for each citation or infraction they receive.

4. **Vehicle Crash/Vehicle Incident/Incident Resulting in Injury or Potential Injury to Passenger/Driver/Others**: In the event of a transit vehicle crash, the Contractor’s representative shall immediately contact the Cities' representative (mechanic or supervisor from the garage) to discuss the circumstances of the crash and the vehicle condition in order to determine drivability. If determined not to be drivable, the Garage will bring a replacement vehicle to the scene.
In the event of a vehicle crash that will interrupt service for more than one run, the Contractor is required to immediately put a replacement driver on the effected route.

In the event of an incident where there are potential injuries to a passenger, driver or others, the Contractor shall immediately notify the Cities and enter the incident into ManageMAT.

In the event of a vehicle crash where a driver is involved in a chargeable/preventable collision or an incident with injuries or potential injuries that were caused by the actions of the driver, a Vehicle Crash/Incident Review Committee consisting of City representatives (Fargo Transit Administrator, Fargo Fleet Services Manager and Moorhead Transit Manager or their designees), the Contractor’s Project/General Manager, and one other Contractor Management Team Member, will determine if said vehicle crash or incident is deemed chargeable/preventable.

A chargeable/preventable crash is defined as: "A motor vehicle accident in which a driver fails to do everything reasonably possible to prevent the accident from occurring." Factors taken into consideration when determining preventability are: (1) the type of collision, (2) the degree of injury and/or how many injuries, (3) the degree of damages, (4) the pre-accident actions of the parties involved, and (5) incidents reviewed on video cameras. The contractor will adhere to the decisions(s) determined by the committee.

The penalty fee for all (including the first crash or incident by a driver) chargeable/preventable crashes and/or incidents ranges from a minimum of $500 to a maximum of $5,000. Penalties imposed will be based on the severity of the crash/incident and will be determined by the Vehicle Crash/Incident Review Committee. The fee is to be credited on the respective City’s invoice based on the service (Paratransit or Fixed Route). In the event of a vehicle crash where a driver is involved in a chargeable/preventable collision or an incident with injuries or potential injuries that were caused by the actions of the driver, a Vehicle Crash/Incident Review Committee consisting of Cities’ representatives, the Contractor’s Project/General Manager, and one other Contractor Management Team Member will determine if said vehicle crash or incident is deemed chargeable/preventable. If the committee determines that the chargeable/preventable crash or incident, as defined below, is a repeated occurrence, the committee may also establish and declare that a penalty should be paid by the Contractor for the repeated occurrence.
A chargeable/preventable crash is defined as: "A motor vehicle accident in which a driver fails to do everything reasonably possible to prevent the accident from occurring." Factors taken into consideration when determining preventability are: (1) the type of collision, (2) the degree of injury and/or how many injuries, (3) the degree of damages, (4) the pre-accident actions of the parties involved, and (5) incidents reviewed on video cameras. The contractor will adhere to the decisions(s) determined by the committee.

A chargeable/preventable incident with injuries is defined as: “An occurrence other than a chargeable/preventable collision where a passenger, the driver or another individual is injured or where the property of the passenger or another individual is damaged in which a driver fails to do everything reasonably possible to prevent the incident from occurring.” Factors taken into consideration when determining preventability are: (1) the type of incident, (2) the degree of injury and/or how many injuries, (3) the degree of damages, (4) the pre-accident actions of the parties involved, and (5) incidents reviewed on video cameras.

In the event the Vehicle Crash/Incident Review Committee determines that the occurrence is a second, third or greater chargeable/preventable crash or incident, caused by the action(s) of the same driver, that has occurred during the term of the contract or during the prior three (3) year period, whichever period is shorter, then the committee may determine that the Contractor should pay a higher penalty for the occurrence. The committee, in its sole discretion, shall determine the penalty payable for such occurrence, provided, however, that the penalty shall be a minimum of $500 and a maximum of $5,000. The committee, in establishing the penalty payable for such occurrence, may consider the extent of damage occurring, the extent to which the occurrence could have readily been prevented, the exposure to the City of liability caused by such occurrence, the harm to the reputation of the City and its transit system. The penalty fee paid by the Contractor will be allocated between the Cities on a pro-rated basis, using the number of crashes/incidents occurring in each city’s jurisdictions compared to all the crashes/incidents occurring over the relevant period of time.

Vehicle Crash/Incident Review Committee:
The Vehicle Crash/Incident Review Committee will meet monthly.

The Vehicle Crash/Incident Review Committee will by majority vote agree on whether the accident is insignificant, preventable or unpreventable.
Insignificant accidents will be determined by the committee. However, the following guidelines apply:

- Damage is limited to a scratch or scuff to wheel flares
- Damage is limited to a scratch or scuff to tires
- Damage limited to a scratch or scuff to bumper
- Damage is limited to a tap, scratch or scuff to the mirror, including the mirror folding in, with no damage to the mirror
- Damage is limited to yellow paint transfer from rubbing against a stanchion or bollard at the GTC or MTG.
- There was no damage to other property.

The Vehicle Crash/Incident Review Committee can table the review on a specific accident to the next scheduled monthly meeting if sufficient information is not yet available, such as a repair estimate or police report.

The 15-day notification period for assessing a penalty will not apply to this section. Rather, the accident will be reviewed at the monthly Vehicle Crash/Incident Review Committee when all information needed to make a decision is available. Following the review and decision by the committee, the Project/General Manager will provide the Cities a credit on their monthly billing for any penalties imposed by the Committee.

All preventable accident will be charged a penalty minimum of $500 and maximum of $5,000. The majority decision of the Committee will be used to determine approval of the penalty. The contractor will adhere to the decisions(s) determined by the committee. There will be no fine assessed for an accident determined by the Committee to be insignificant.

A form shall be completed for each accident outlining the review meeting and results for each accident/incident.

Regarding charging of fines, if more than one fine is applicable to the accident, such as a missed trip, a citation and a preventable accident, only the accident fine will be assessed.

At the beginning of the calendar year and quarterly thereafter, each bus will be reviewed for damage, and a diagram completed to show existing damage. Said diagram will be laminated and inserted into the Driver Vehicle Inspection Report (DVIR) for the specific vehicle. If damage has been repaired, a new sheet will be needed. Drivers only need to mark new damage on the DVIR, and can ignore the existing damage marked on the laminated diagram when completing their pre-trip and post-trip inspections and paperwork.
5. **Uniforms:** In the event a driver or dispatcher is in non-compliance with set uniform dress code, there is a penalty of twenty-five dollars ($25) per infraction.

6. **Documentation:** In the event the Contractor fails to provide the Cities with requested documentation as per contract will constitute non-performance and there is a penalty of one hundred dollars ($100) per infraction. This includes documentation on road supervision and spot checks to monitor driver performance – detailed documentation must be maintained and submitted to the Cities.

7. **Marketing:** Marketing promotions are an important element for increasing patronage. Failure of Contractor to participate in marketing promotions will constitute non-performance and there is a penalty of twenty-five dollars ($25) per infraction. (Measure: Lack of cooperation, or drivers’ lack of involvement in or resistance to, promoting marketing campaigns and/or surveys.)

8. **Use of City Owned Equipment/Vehicles:** City owned equipment, including vehicles, is strictly for City business. In the event a Contractors’ employee uses a City owned vehicle for any personal use, including taking the vehicle to their personal residence, there is a penalty of five hundred dollars ($500) per infraction.

9. **Public Address System:** Use of the Public Address System along fixed routes is required under federal law, specifically The Americans with Disabilities Act. In the RouteMatch Auto Voice Announcement system is not operating, the driver must make manual announcements for compliance with the ADA. For every infraction by a driver, where the Public Address System is not being utilized for major point announcements (as specified in the MATBUS Employee Handbook – Appendix 12), there is a penalty of one hundred dollars ($100).

B. **Incentives for Compliance**
For purposes of this proposal, and the resulting contract, the Cities are requiring an employee incentive program. Proposer will describe how his/her firm will provide a detailed incentive program for employees; such a program should include, but not be limited to, incentives for employees who have had no preventable accidents, acceptable attendance, and no preventable complaints or service violations during the month.
MV Transportation

1. At various times, federal, state and local governments consider laws, rules and regulations which require an increase to the minimum wages or benefits mandated for the employees that will be employed under this contract. If such an event occurs during the term of the agreement, how will the agency respond for an application for increased compensation?

   **Response:** In the event such an occasion arises, the Cities will entertain the request for increased compensation. Although it is not possible to foresee all events potentially requiring an increase to the minimum wages or benefits mandated for employees under a resulting contract, to date we have not experienced any such occasion. It is up to the proposer to carefully consider all requirements of the RFP, including anticipating changes to wages and benefits. Proposals will be reviewed to determine if sufficient wage and benefit levels and FTE’s are included in the cost spreadsheets, which reflects the company’s understanding of the services requested by the RFP.

2. Please provide current rates paid per revenue mile (or other rate structure currently in place) to existing contractors, for each service area. Also, please indicate the total amount paid to contractors for the prior full year (2014).

   **Response:** The current rates are included in the 2015 amendment to the contracts between the Cities and First Transit, which are attached. Also the rates are reflected on the sample invoice included in Appendix 11.

3. Does 5333(b) of Title 49, regarding Transit Labor Protection (formerly Section 13(c) applies to this contract? If so, please provide a copy of the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient’s project for which Federal assistance is provided to support work on the underlying contract.

   **Response:** This was included in Appendix 16.

4. For the purposes of insurance and wage costing, please provide the current revenue miles and revenue hours; current total miles and total hours; and current deadhead miles and deadhead hours for the provision of these services.

   **Response:** Please refer to the 2014 NTD Reports for Fargo and Moorhead, Form S-10, which are attached.
5. Has the current service provider(s) been assessed any liquidated damages or performance penalties? If so, please provide the last 24 months of assessed liquidated damages by category.
   **Response:** Please refer to the attached spreadsheet "First Transit Fines 2011 to Present ".

6. Please provide the current daily call volume by day including Saturday/Sunday.
   **Response:** Following is the requested data for the Ground Transportation Center (GTC) dispatch area for the week of May 18-May 23, 2015: Mon 119, Tue 113, Wed 125, Thu 155, Fri 117, Sat 128 = Total 757 (Average 126 calls per day)

7. Please provide fare collection data for the last 12 months.
   **Response:** Moorhead's fixed route fare revenue for CY2014 was $310,456. Fargo's fixed route fare revenue for CY2014 was approximately $812,887, and for Paratransit was $373,067.

8. Please provide trip data for one or more weeks for the Paratransit service, including weekdays, Saturday, and Sunday. A single report for a week that shows the number of trips, revenue hours, deadhead hours, revenue miles, and deadhead miles that would be great. An annual summarized report would be even better, if available.
   **Response:** Please refer to the attached RouteMatch reports for the week of June 14-20, 2015, the 2013-14 report for Paratransit, as well as the 2014 NTD S-10 form for demand response service.

9. Would the City consider a rate negotiation if service hours are increased/decreased by more than 10%?
   **Response:** The rate per hour for services is not affected by increases in hours. For example, the cost per hour stays as approved in the contract, but the revenue increases because the hours increase. We have projected the need for additional staff due to increased revenue hours over the next three years. Management staffing levels can be considered in negotiation of the option for a two-year extension. Any revenue hours depend upon local, state and federal funding levels and may need to be addressed at any time during the contract period.

10. Please confirm that the City will be responsible for vehicle cleaning, washing, and fueling.
    **Response:** Yes, the City confirms.

11. The RFP indicates that the contractor is responsible for paying for Taxi Rides. Please provide the number of rides and cost that the contractor has paid in the most recent 12 months.
    **Response:** See attached taxi log provided by the current contractor. The costs are billed directly to the contractor by the taxi company.
12. Please indicate whether the current contractor provides any support/transfer vehicles.  
   **Response:** No, the current contractor does not provide any support/transfer vehicles. They may pay mileage to administrative staff for utilizing their personal vehicles.

13. Are there any material differences in the RFP when compared to the current services?  
   **Response:** Yes, we have asked for additional GTC dispatch staff, an additional FTE in the management staff, and have new fixed route services proposed for 2017.

14. Please indicate whether the employees are represented by a Union. If yes, please provide the name of the Union and a contact number. Please provide a copy of the Collective Bargaining agreement(s), as well as seniority lists and pay rates if available.  
   **Response:** Yes. Attached is the current agreement between the Union and First Transit. The Union Contact is included in Appendix 16, as follows: Brian Nowak, bnowak@teamsterlocal120.org, phone 701.238.2541

Please provide the amount of penalties assessed against the current service provider within the last 12 months and the last 4 years. Please list by category if available.  
   **Response:** Please refer to #5 MV Transportation response above.

15. Please indicate how many training vehicles will be made available to the contractor for start-up training.  
   **Response:** Moorhead will have three spares and Fargo three spares. Depending on maintenance and repair needs, we anticipate 1-2 total vehicles being available for training when pre-arranged with the maintenance shop supervisors. Additional training vehicles will be available on Saturdays.

16. Currently, our company installs Drive Cam (an event triggered device that records sudden stops, aggressive turning, or an accident) on all vehicles to manage unsafe driving habits and minimize accidents. Is similar/equivalent technology on the vehicles? Would the City object to the contractor installing Drive CAM on the vehicles?  
   **Response:** We would appreciate having Drive CAM on our vehicles. Our current contract or has installed Drive CAM, so the buses have existing wiring in place.

17. Please provide the most recent annual NTD report for the Fargo fixed route service, Moorhead fixed route services, and the paratransit services.  
   **Response:** Please refer to #4 MV Transportation response above.

18. Please indicate whether interlining is included in the revenue hour definition. Please indicate if the current practice is to include interlining in the revenue definition.  
   **Response:** The hours when routes operate in revenue service, whether or not the routes are interlined, are included in the calculation of revenue hours.

19. Please confirm that the billable hours for dispatchers is based on all 5 dispatchers.  
   **Response:** Yes. Current staffing levels in fixed route dispatch allow for three FTE’s plus
a Lead Dispatcher. The intention for this resulting contract would allow for five FTE’s. Any management staff overseeing the dispatchers should be included in the management fee calculation.

20. Please indicate if the City provides for office supplies.  
Response: Yes, the City provides office supplies.

21. Please indicate how many drivers participate in the medical benefits program.  
Response: The Collective Bargaining Agreement which is attached outlines employee benefits. First Transit provided the following information: Currently our premium for single coverage is $516.62 per month. The anticipated participation when we are fully staffed and at full revenue hours would be 30 employees taking medical insurance and about 44 employees taking the opt out of 30%.

22. Please confirm that the City pays for all utilities and maintenance and repair of City provided facilities.  
Response: Yes, the City confirms.

23. Please indicate whether the City provides fuel, insurance, and maintenance for the 4 support vehicles provided and used solely for City services.  
Response: Yes, the City confirms.

24. Please indicate who is responsible for the cost of driver uniforms.  
Response: The City pays for uniforms as outlined in the Employee Handbook (see Appendix 12).

25. Please confirm the City is responsible for all telephone expense.  
Response: Yes, for the desk top telephones, but not for any cellular phones provided by the contractor to their management staff. We provide a cellular phone for the Sunday Paratransit lead driver

26. There is an increase of 4832 revenue hours for the Fargo fixed route services. Please provide details for the increase.  
Response: During the life of the current contract, Fargo has increased service at North Dakota State University, on Route 15, and in the evening by adding one additional hour per evening route. In June 2015, LinkFM was added and in the Fall of 2017 a new route will be added to operate in Southwest Fargo to serve the new hospital being constructed.

27. Exhibit 15 shows 3 dispatchers and the RFP indicates a need for 5 dispatcher based on the addition of one more dispatcher. Please indicate whether there are two vacant dispatch positions.  
Response: Currently, the contractor has 3 dispatchers and 1 lead dispatcher. There are not currently vacant dispatch positions. The Cities feel there is more staff required to
adequately address the increased demands on the fixed route dispatchers. Refer to response to Question #19 under MV Transportation.

28. Regarding the Pre-Bid meeting: Will a projector be provided? Are the vendor presentations made in a separate presenting room/area? Will the responses to vendor questions be provided in writing at the pre-bid meeting or posted online?

**Response:**
Yes, a projector will be provided if desired. The vendor presentations will be made in the same room as the pre-bid conference. The answers to all requests for clarification and modification will be provided in writing at the pre-bid meeting. In addition, the responses as well as the pre-bid minutes will be distributed by email to those companies who have requested the RFP.

**Suggestions for Modification**

1. Sec. 1.8.C.4. Disclaimer of Liability/Hold Harmless
Contractor shall defend, indemnify and save harmless the Cities, its officers, agents and employees, from any and all claims, demands, damages, costs, expenses, judgments, or liability arising out of Contractor’s *gross negligence in the* performance under this contract or attempted performance of the provisions hereof, excepting any and all claims demands, damages, costs, expenses, judgments, or liability arising out of Contractor’s operation of motor vehicles owned by Cities and pting any and all claims, demands, costs, expenses, judgments, or liability arising out of Contractor’s operation and occupation of the Ground Transportation Center owned by City. **In any case, the Contractor’s liability shall not exceed the total contract amount. If judgment is entered against the Cities and the Contractor by a court of competent jurisdiction because of the concurrent active negligence of the Cities, the Contractor and the Cities agree that liability will be apportioned as determined by the court.**

**Response:**
We do not wish to change this section of the RFP and do not accept the modification proposed.

**First Transit:**

1. Appendix 1, Bid Proposal Form, 4.5 Optional Services/Bid Price. This section references an attached form labeled "4.5-Optional Services/Bid Price." We could not find this form in the RFP package. Can you please provide a copy?

**Response:** The proposer is required to attach a form they create listing the optional services they are offering and the related price. The form is to be labeled "4.5-Optional Services/Bid Price."
2. Appendix 15, Minimum Wages and Benefits. This section of the RFP says that wages for the drivers and dispatchers shall be adjusted in years two and three using the “Consumer Price Index (CPI). All Urban Consumers for Midwest Region Size Class B/C Services” index. Please provide the past three years history of the actual CPI. Based on history, what % increase would you suggest vendors use for wages in years 2 and 3?


3. Appendix 7, Fixed Route Revenue Hours and Appendix 13, Projected Revenue Hours. The total revenue hours in Appendix 7 for Moorhead Fixed Route Year 2 (2017) and Fargo Fixed Route Year 2 (2017) do not match the Fixed Route revenue hours for Fargo and Moorhead in Year 2 in Appendix 13. Please clarify which information is correct.

Response: Refer to Addendum #1 issued on July 14, 2015, which revises Appendices 7 and 13.

4. Section 3.11 of the RFP, Personnel, discusses staffing levels. Page 36 the RFP states that we should add one dispatcher to the current staff of three. On page 39, under GTC Dispatch Staff, the hours are listed as 186 hours. We believe the operation needs 200 dispatch hours (five dispatchers) to cover the hours of service for Monday thru Saturday. Furthermore, we believe the intention is to have a Dispatch Supervisor overseeing these five dispatchers. Please review and let us know if this is correct.

Response: Refer to responses to #19 and #27 under MV Transportation.

5. Section 3.19 of the RFP, Compliance, discusses penalties for non-compliance. Please provide a list of all fines assessed by year for the last two years for each of the penalty categories:
   a. Fines for Schedule Adherence and Missed Trips.
   b. Fines for Traffic Violations.
   c. Fines for Vehicle Crash/Vehicle Incident/incident resulting in Injury or Potential Injury to Passenger/Driver/Others.

Response: Please refer to #15 MV Transportation response above.

Suggestions for Modification

6. INDEMNIFICATION – Section C. 4, Page 11 of the RFP: Would the Authority consider additional language in this Section in order to hold the Contractor harmless for damages caused by the Authority, its employees, officers, or agents?

Response: We do not have an objection to this provision as long as we include standard language that indicates that such action by either City does not constitute a waiver of the limits of liability as set forth in Minnesota and/or North Dakota law as applied to political subdivisions.
7. TERMINATION FOR CONVENIENCE – Section 6.a., Page 18: Would the Authority consider language providing for mutual termination for convenience in the event contract conditions become unfavorable for either party?

Response: We would require a definition for unfavorable contract conditions. Generally, parties enter into a contract to allocate risk and it would be unusual to allow one party out of a contract for a reason such as the contract is no longer sufficiently profitable.

8. SECTION 13(C) LIABILITY – SECTION 16, PAGE 24: Would the Authority consider language in this section excluding liability for those Section 13(c) liabilities not the result of the Contractor?

Response: No, the 13(c) agreement is for the benefit of the employees and required by the Federal Transit Administration.

9. INSURANCE – Section 3.14, Page 45: Would the Authority consider modifying the language so that insurance provided by Contractor is limited to claims arising under the agreement?

Response: No. There could be claims that arise outside of the agreement.

10. FORCE MAJEURE – The current contract provides the following article. Please consider including this clause in the final contract for this procurement.

**ARTICLE 10 – FORCE MAJEURE**

10.1 *Neither party is responsible for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. Neither party is entitled to terminate this Agreement under in such circumstances. If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event.*

Response: We agree that this Article will be contained in the final contract.
**Ride Right:**

1. Please provide a copy of incumbent's current contract for these services.  
   **Response:** The contract is attached; however, exhibits are not included due to the size of the document and the fact that similar exhibits are contained in the RFP as Appendices.

2. If local, state, or federal governments change the laws, rules, or regulations that affect minimum wages and/or benefits that are mandated for the employees that are employed by this contract, and this event was not known at the time of bidding, how will the Cities respond to the request for increased compensation?  
   **Response:** Refer to #1 MV Transportation response above.

3. If the contractor is responsible for all taxes, permits and licenses, will the cities please provide the last two years cost associated with such expenses?  
   **Response:** These costs are not available to the Cities and would include income taxes, payroll taxes, and other costs the direct responsibility of the contractor.

4. It is clear that the employees are covered by a 13c (5333b) agreement. Please provide the most recent copy of the current collective bargaining agreement, any TA agreements, side letters, or other documentation that indicates the current agreement parameters with the incumbent contractor. Also- if not clear in the documentation that will be provided, please specify which employee classes are covered under the union contract.  
   **Response:** Please refer to #14 MV Transportation response above.

5. Please provide contact information for any local union representative that currently represents any of the incumbent employees.  
   **Response:** Please refer to #14 MV Transportation response above.

6. In order to ensure that none of the current employees go backwards in benefits should a transition occur, please provide additional information regarding the current rates/benefits for these employees. Please include specific information such as a rate sheet, regarding co-pays, dependent coverage, and the amount of premium to be paid by employer.  
   **Response:** Please refer to #21 MV Transportation response.

7. What is the current level of productivity for each of the service types provided (passengers per hour)? What is the average productivity per year for each of the three past years?  
   **Response:**
### Fargo Fixed Route
- **Total Passengers**: 1,741,524, 1,682,267, 1,608,628
- **Total Revenue Hours**: 74,814, 74,462, 68,513
- **Passengers/Hour**: 23.28, 22.59, 23.48

### Moorhead Fixed Route
- **Total Passengers**: 482,177, 452,624, 436,304
- **Total Revenue Hours**: 27,643, 24,257, 22,993
- **Passengers/Hour**: 17.44, 18.66, 18.98

### MAT Paratransit
- **Total Passengers**: 53,893, 53,403, 54,217
- **Total Revenue Hours**: 26,407, 25,922, 25,442
- **Passengers/Hour**: 2.04, 2.06, 2.13

8. Will the Cities make any vehicles available to an incoming contractor to perform the necessary training during the transition period? If yes, how many and what type?
   **Response**: Please refer to #15 MV Transportation response above.

9. What are the three biggest challenges that the Cities face for the services contemplated by this RFP?
   **Response**: Finding qualified drivers and administrators with low unemployment, improving safety by reducing preventable accidents, improving the reliability of the AVL system / implementing Google Transit.

10. What are the Cities’ main goals for the next contract term?
    **Response**: Improving safety, improving reliability of the AVL system for performance and reporting statistics, adding service, increase customer service opportunities, decrease turn-over at the lower tier of drivers.

11. Page 1, Section 1. Submission of Proposal, 1.1. Are bidders required to mark one of the twelve (12) copies of each Package as an “Original”?
    **Response**: Yes.

12. Page 1, Section 1. Submission of Proposal, 1.1. Are the Excel spreadsheets of Package II the only portion that is required to be submitted as a disc copy?
    **Response**: We would like to receive the entire proposal as a .pdf for electronic distribution in addition to the paper copies for our Evaluation Team.

13. Is there a DBE goal for this solicitation?
    **Response**: No.

14. Appendix 1, Bid Proposal Form. Please confirm that the entirety of Section 4: Bid Proposal and Supporting Data, is to be answered and submitted within the separately
sealed Package II.

Response: That is correct.

15. Page 46, Performance Bond. Are two separate performance bonds required (one for each City) as similar to the bid bond requirements on pages 1 and 2? Please clarify.
   a. If only one performance bond is required for the combined Cities, please clarify which City is to be listed on the bond.
Response: Two separate performance bonds will be required of the selected contractor.

16. Page 1, Appendix 15. This shows a total of 88 drivers; however, the Seniority List on pages 3 and 4 totals only 79 drivers (combined FT and PT). Please clarify.
Response: The current contractor indicates that the peak utilization of drivers is 74 FT and 14 PT, however, there are and continue to be job vacancies.

17. Regarding the 10 minute presentation that is allowed at next week’s pre-bid conference (per page 4 of the RFP), could you please clarify whether the presentations will be held in private with the evaluation team, or if they are to be delivered in front of all competitors?
Response: Presentations will be in front of all present at the pre-bid conference, which could include both Evaluation Team members and competing vendors. The presentation is not required. Vendors sending in a proposal and selected by the Evaluation Team for interview will have another opportunity privately in front of the Evaluation Team to make a presentation.

National Express:

1. What is the expected annual ridership and wheelchair ridership as a percentage of total for the fixed route and for demand-response service?
Response: Please refer to #7 Ride Right response for ridership from CY2014. On Fixed Routes, wheelchairs were 1% of total rides (2,283 / 222,370). On Paratransit service, wheelchairs were 39% of total rides (20,909 / 53,893).

2. To ensure accurate insurance costing, please provide:
   a. The values, at the start of the contract, at which the vehicles should be insured (actual cash values or replacement values).
   b. Three years of loss and accident information, including accident/incident frequencies per 100,000 miles.
Response: All vehicles used in service are owned and insured by the Cities. The following table provides the number of preventable accidents per 100,000 miles.
### MOORHEAD FIXED ROUTES

<table>
<thead>
<tr>
<th></th>
<th>2014</th>
<th>2013</th>
<th>2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Miles</td>
<td>394,485</td>
<td>345,721</td>
<td>333,140</td>
</tr>
<tr>
<td># of Preventable Accidents</td>
<td>10</td>
<td>8</td>
<td>5</td>
</tr>
<tr>
<td>Accidents per 100,000 Miles</td>
<td>2.53</td>
<td>2.31</td>
<td>1.50</td>
</tr>
</tbody>
</table>

### FARGO FIXED ROUTES

<table>
<thead>
<tr>
<th></th>
<th>2014</th>
<th>2013</th>
<th>2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Miles</td>
<td>951,662</td>
<td>950,598</td>
<td>879,723</td>
</tr>
<tr>
<td># of Preventable Accidents</td>
<td>15</td>
<td>12</td>
<td>15</td>
</tr>
<tr>
<td>Accidents per 100,000 Miles</td>
<td>1.58</td>
<td>1.26</td>
<td>1.71</td>
</tr>
</tbody>
</table>

### MAT PARATRANSIT

<table>
<thead>
<tr>
<th></th>
<th>2014</th>
<th>2013</th>
<th>2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Miles</td>
<td>360,793</td>
<td>366,830</td>
<td>364,155</td>
</tr>
<tr>
<td># of Preventable Accidents</td>
<td>3</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>Accidents per 100,000 Miles</td>
<td>0.83</td>
<td>0.82</td>
<td>0.27</td>
</tr>
</tbody>
</table>

3. Federal and state governments may mandate changes to health insurance; even now, the federal government is making modifications to the Affordable Care Act ("Obamacare") by regulation. New mandates, laws, and regulations sometimes require employers to assume significant unforeseen, unbudgeted costs. In the event such unforeseen cost increases occur or an existing law's full implementation requires a significant increase to benefits for the employees for this service, would the City consider a request for a corresponding adjustment of the contract rates?

**Response:** Please refer to #1 MV Transportation response.

4. Will the City provide adequate training buses should a new contractor be selected?

**Response:** Please refer to #15 MV Transportation response.

5. Will there be an opportunity for a turnover inspection between the current and incoming contractor with identified repairs corrected by the current contractor?

**Response:** All facilities, equipment and vehicles utilized under this contract are the responsibilities of the Cities and not the current contractor. Therefore, no repairs will be required by the incoming contractor.

6. Would the City consider a two-week extension of the due date for the proposal?

**Response:** No, we feel that an extension would reduce the time needed to implement the contract and/or transition between companies following award.
ADDENDUM #1
REQUEST FOR PROPOSALS
MASS TRANSIT OPERATIONAL SERVICES FARGO, NORTH DAKOTA, & MOORHEAD, MINNESOTA

Issued July 14, 2015

The changes to the following sections of the RFP correct the calculation of revenue hours for Fargo Fixed Routes (Routes 15, 23, 13U and 35).

Section 3.1(A)(1) - Weekday Schedule (Monday-Friday): Service runs 6:15 a.m. to 11:15 p.m. Hours of service equate to 304.48 **305.94** revenue hours per day (see Appendix 7).

Section 3.1.(A)(2) - Saturday Schedule: Service runs 7:15 a.m. to 11:15 p.m. Hours of service equate to 177.43 **178.72** revenue hours per day.

Appendix 7 - Revised 7.14.15

Appendix 13 - Revised 7.14.15

RFP Price Proposal Spreadsheets - Revised 7.14.15.xlsx
The Cities of Fargo and Moorhead require a one-year probationary period for all employees hired under this contract. Performance reviews shall be given to each employee at 90-days, at the end of the probation period and no less than annually thereafter. Performance reviews shall be given to each employee after initial hire within 90-days and annually thereafter.

Existing seniority will be honored in length of service and wages. The incoming Contractor will be required to interview existing employees for this procurement. If hired, the Contractor may institute a new one-year probation period to determine satisfactory performance. For purposes of this RFP and the resulting contract, the anniversary date of the first year of service will be used as the permanent anniversary date regardless of who is awarded the contract, with regard to wages and accumulation of paid time off for existing transit employees. A currently seniority list is included in the following table. The incoming Contractor will not be required to honor accumulated sick or vacation leave balances from employees hired from the existing Contractor as this is the responsibility of the previous employer. The incoming Contractor will honor the existing seniority in determining the rate at which paid time off will accumulate.

Drivers and dispatchers working at least 32 hours per week shall be guaranteed, at a minimum, the wages and benefits listed below during the term of this contract.

*In year 2 and year 3, the minimum wages for each year shall be no less than the previous year’s wages plus the “Consumer Price Index (CPI) All Urban Consumers for Midwest Region Size Class B/C Services” for the percent change for the previous twelve months. If the CPI is less than zero, the minimum wages shall be the previous year’s wages.

**MINIMUM WAGES IN CONTRACTOR’S PROPOSAL:**

<table>
<thead>
<tr>
<th>Year</th>
<th>Step</th>
<th>No. of Drivers as of 1/1/16</th>
<th>Driver Minimum Wage Per Hour 2016</th>
<th>No. of Dispatchers as of 1/1/16</th>
<th>Dispatcher Minimum Wage Per Hour 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>1</td>
<td>14</td>
<td>$13.85</td>
<td></td>
<td>$14.35</td>
</tr>
<tr>
<td>&gt;1</td>
<td>2</td>
<td>25</td>
<td>$14.27</td>
<td></td>
<td>$14.77</td>
</tr>
<tr>
<td>&gt;2</td>
<td>3</td>
<td>11</td>
<td>$14.69</td>
<td>1</td>
<td>$15.19</td>
</tr>
<tr>
<td>&gt;3</td>
<td>4</td>
<td>8</td>
<td>$15.10</td>
<td>2</td>
<td>$15.60</td>
</tr>
<tr>
<td>&gt;4</td>
<td>5</td>
<td>4</td>
<td>$15.68</td>
<td></td>
<td>$16.18</td>
</tr>
<tr>
<td>&gt;5</td>
<td>6</td>
<td>14</td>
<td>$17.43</td>
<td></td>
<td>$17.93</td>
</tr>
<tr>
<td>&gt;10</td>
<td>9</td>
<td>7</td>
<td>$17.68</td>
<td></td>
<td>$18.18</td>
</tr>
<tr>
<td>&gt;15</td>
<td>10</td>
<td>4</td>
<td>$18.18</td>
<td></td>
<td>$18.68</td>
</tr>
<tr>
<td>&gt;20</td>
<td>11</td>
<td>0</td>
<td>$18.68</td>
<td></td>
<td>$19.18</td>
</tr>
<tr>
<td>&gt;25</td>
<td>12</td>
<td>1</td>
<td>$19.18</td>
<td></td>
<td>$19.68</td>
</tr>
</tbody>
</table>
**Paid-time Off per Year (Earned prorata per month or pay period)**

<table>
<thead>
<tr>
<th>Experience</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-12 months</td>
<td>40</td>
</tr>
<tr>
<td>1 year but less than 3 years</td>
<td>96</td>
</tr>
<tr>
<td>3 years but less than 10 years</td>
<td>120</td>
</tr>
<tr>
<td>10 years but less than 15 years</td>
<td>160</td>
</tr>
<tr>
<td>15 years or more</td>
<td>200</td>
</tr>
</tbody>
</table>

Paid time off can be accumulated up to 15 days.

**Health / Welfare:**
A group health-insurance plan shall be offered to employees working at least 32 hours per week. Health insurance is required to be provided to employees after completion of 90 days of employment. The employer shall pay a minimum of 70% of a single premium under this plan or, if the employee chooses not to enroll in the health insurance plan, shall pay the employee a stipend to spend elsewhere valued at 30% of the single premium.

**Paid holidays:** Employees shall be eligible for holiday pay immediately upon employment. Paid holidays are to include: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

**Safety and Longevity Incentives:** Proposers shall outline a detailed plan of financial incentives or bonuses to employees tied to maintaining/improving safety, performance measures, i.e. customer services, and encouraging long-term employment with transit.
<table>
<thead>
<tr>
<th>Driver #</th>
<th>Seniority Date</th>
<th>Years of Service as of 1/1/16</th>
</tr>
</thead>
<tbody>
<tr>
<td>202</td>
<td>8/21/1989</td>
<td>26</td>
</tr>
<tr>
<td>354</td>
<td>9/25/1995</td>
<td>20</td>
</tr>
<tr>
<td>1034</td>
<td>9/2/1998</td>
<td>17</td>
</tr>
<tr>
<td>1014</td>
<td>11/2/2000</td>
<td>15</td>
</tr>
<tr>
<td>125</td>
<td>9/13/2002</td>
<td>13</td>
</tr>
<tr>
<td>468</td>
<td>9/26/2002</td>
<td>13</td>
</tr>
<tr>
<td>246</td>
<td>12/10/2002</td>
<td>13</td>
</tr>
<tr>
<td>510</td>
<td>4/14/2003</td>
<td>12</td>
</tr>
<tr>
<td>400</td>
<td>5/7/2003</td>
<td>12</td>
</tr>
<tr>
<td>127</td>
<td>9/1/2004</td>
<td>11</td>
</tr>
<tr>
<td>260</td>
<td>10/24/2006</td>
<td>9</td>
</tr>
<tr>
<td>261</td>
<td>12/20/2006</td>
<td>9</td>
</tr>
<tr>
<td>264</td>
<td>1/19/2007</td>
<td>8</td>
</tr>
<tr>
<td>272</td>
<td>4/23/2007</td>
<td>8</td>
</tr>
<tr>
<td>303</td>
<td>3/14/2008</td>
<td>7</td>
</tr>
<tr>
<td>306</td>
<td>7/11/2008</td>
<td>7</td>
</tr>
<tr>
<td>307</td>
<td>8/26/2008</td>
<td>7</td>
</tr>
<tr>
<td>318</td>
<td>2/24/2009</td>
<td>6</td>
</tr>
<tr>
<td>361</td>
<td>9/30/2009</td>
<td>6</td>
</tr>
<tr>
<td>362</td>
<td>10/16/2009</td>
<td>6</td>
</tr>
<tr>
<td>364</td>
<td>11/19/2009</td>
<td>6</td>
</tr>
<tr>
<td>687</td>
<td>5/12/2011</td>
<td>4</td>
</tr>
<tr>
<td>1202</td>
<td>7/18/2011</td>
<td>4</td>
</tr>
<tr>
<td>1223</td>
<td>10/29/2011</td>
<td>4</td>
</tr>
<tr>
<td>1244</td>
<td>5/1/2012</td>
<td>3</td>
</tr>
<tr>
<td>1261</td>
<td>9/13/2012</td>
<td>3</td>
</tr>
<tr>
<td>1270</td>
<td>9/22/2012</td>
<td>3</td>
</tr>
<tr>
<td>680</td>
<td>12/11/2012</td>
<td>3</td>
</tr>
<tr>
<td>1292</td>
<td>12/20/2012</td>
<td>3</td>
</tr>
<tr>
<td>608</td>
<td>1/20/2013</td>
<td>2</td>
</tr>
<tr>
<td>1301</td>
<td>2/28/2013</td>
<td>2</td>
</tr>
<tr>
<td>1310</td>
<td>4/1/2013</td>
<td>2</td>
</tr>
<tr>
<td>1316</td>
<td>6/11/2013</td>
<td>2</td>
</tr>
<tr>
<td>1325</td>
<td>9/4/2013</td>
<td>2</td>
</tr>
<tr>
<td>269</td>
<td>10/3/2013</td>
<td>2</td>
</tr>
<tr>
<td>1332</td>
<td>10/21/2013</td>
<td>2</td>
</tr>
<tr>
<td>1343</td>
<td>12/13/2013</td>
<td>2</td>
</tr>
<tr>
<td>1350</td>
<td>2/11/2014</td>
<td>1</td>
</tr>
<tr>
<td>1349</td>
<td>2/13/2014</td>
<td>1</td>
</tr>
<tr>
<td>1207</td>
<td>3/24/2014</td>
<td>1</td>
</tr>
<tr>
<td>1362</td>
<td>5/27/2014</td>
<td>1</td>
</tr>
<tr>
<td>ID</td>
<td>Date</td>
<td>Count</td>
</tr>
<tr>
<td>-------</td>
<td>---------------</td>
<td>-------</td>
</tr>
<tr>
<td>1367</td>
<td>7/1/2014</td>
<td>1</td>
</tr>
<tr>
<td>1372</td>
<td>7/8/2014</td>
<td>1</td>
</tr>
<tr>
<td>962</td>
<td>8/14/2014</td>
<td>1</td>
</tr>
<tr>
<td>1375</td>
<td>8/14/2014</td>
<td>1</td>
</tr>
<tr>
<td>1380</td>
<td>9/2/2014</td>
<td>1</td>
</tr>
<tr>
<td>1259</td>
<td>9/16/2014</td>
<td>1</td>
</tr>
<tr>
<td>1391</td>
<td>9/26/2014</td>
<td>1</td>
</tr>
<tr>
<td>1393</td>
<td>10/11/2014</td>
<td>1</td>
</tr>
<tr>
<td>312</td>
<td>10/24/2014</td>
<td>1</td>
</tr>
<tr>
<td>1392</td>
<td>10/27/2014</td>
<td>1</td>
</tr>
<tr>
<td>1395</td>
<td>11/3/2014</td>
<td>1</td>
</tr>
<tr>
<td>1401</td>
<td>11/6/2014</td>
<td>1</td>
</tr>
<tr>
<td>1396</td>
<td>11/17/2014</td>
<td>1</td>
</tr>
<tr>
<td>1403</td>
<td>11/28/2014</td>
<td>1</td>
</tr>
<tr>
<td>266</td>
<td>1/3/2015</td>
<td>0</td>
</tr>
<tr>
<td>1406</td>
<td>1/10/2015</td>
<td>0</td>
</tr>
<tr>
<td>682</td>
<td>1/11/2015</td>
<td>0</td>
</tr>
<tr>
<td>1409</td>
<td>1/28/2015</td>
<td>0</td>
</tr>
<tr>
<td>201</td>
<td>2/1/2015</td>
<td>0</td>
</tr>
<tr>
<td>1414</td>
<td>2/10/2015</td>
<td>0</td>
</tr>
<tr>
<td>1413</td>
<td>2/17/2015</td>
<td>0</td>
</tr>
<tr>
<td>1415</td>
<td>3/7/2015</td>
<td>0</td>
</tr>
<tr>
<td>1417</td>
<td>3/7/2015</td>
<td>0</td>
</tr>
<tr>
<td>1418</td>
<td>3/9/2015</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Part Time Drivers</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>301</td>
<td>10/9/1995</td>
<td>20</td>
</tr>
<tr>
<td>302</td>
<td>6/11/1998</td>
<td>17</td>
</tr>
<tr>
<td>1074</td>
<td>2/1/2005</td>
<td>10</td>
</tr>
<tr>
<td>111</td>
<td>4/18/2011</td>
<td>4</td>
</tr>
<tr>
<td>1280</td>
<td>11/1/2012</td>
<td>3</td>
</tr>
<tr>
<td>1271</td>
<td>6/25/2013</td>
<td>2</td>
</tr>
<tr>
<td>1307</td>
<td>8/24/2014</td>
<td>1</td>
</tr>
<tr>
<td>1398</td>
<td>11/3/2014</td>
<td>1</td>
</tr>
<tr>
<td>1377</td>
<td>11/10/2014</td>
<td>1</td>
</tr>
<tr>
<td>1390</td>
<td>11/24/2014</td>
<td>1</td>
</tr>
<tr>
<td>1317</td>
<td>1/1/2015</td>
<td>1</td>
</tr>
<tr>
<td>1407</td>
<td>1/10/2015</td>
<td>0</td>
</tr>
<tr>
<td>1394</td>
<td>1/12/2015</td>
<td>0</td>
</tr>
<tr>
<td>1323</td>
<td>1/19/2015</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Dispatchers</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1234</td>
<td>2/11/2012</td>
<td>3</td>
</tr>
<tr>
<td>1250</td>
<td>5/18/2012</td>
<td>3</td>
</tr>
<tr>
<td>283</td>
<td>10/3/2013</td>
<td>2</td>
</tr>
</tbody>
</table>
PROCUREMENT & CONTRACT ADMINISTRATION DIVISION

REQUEST FOR PROPOSALS (RFP)

RFP# 25944

FOR

COMBINED FIXED ROUTE BUS, ADA PARATRANSIT, AND SPECIALIZED TRANSPORTATION OPERATIONS AND MAINTENANCE
TABLE OF CONTENTS

01.01 SUMMARY OF WORK ................................................................. 4
01.02 PROPOSAL SUBMISSION ............................................................ 4
01.03 VENDOR REGISTRATION REQUIREMENTS ................................... 4
01.04 ESTIMATED PROPOSAL SCHEDULE (SUBJECT TO CHANGE) ............ 4
01.05 NON-MANDATORY PRE-PROPOSAL CONFERENCE .......................... 5
01.06 COMMUNICATIONS AND REQUESTS FOR CLARIFICATION ............. 5

02 INFORMATION FOR PROPOSERS ...................................................... 7

02.01 DEFINITIONS ............................................................................. 7
02.02 RFP FORM/SUBMITTAL/LATE PROPOSALS .................................... 9
02.03 ADDENDA TO RFP ................................................................... 10
02.04 BASIS OF AWARD .................................................................. 10
02.05 PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL .......... 10
02.06 WITHDRAWAL OF PROPOSALS ............................................... 11
02.07 PROPOSAL REJECTION OR CORRECTION/EVALUATION ............... 11
02.08 INCURRED COST .................................................................. 11
02.09 PUBLIC RECORDS ACT/CONFIDENTIALITY OF PROPOSALS ........ 11
02.10 SENSITIVE SECURITY INFORMATION (SSI) ................................. 12
02.11 CONFIDENTIALITY OF NCTD INFORMATION: ............................. 12
02.12 CONDITIONS CAUSING DISQUALIFICATION OF PROPOSERS ....... 13
02.13 APPROPRIATION OF FUNDS .................................................... 13
02.14 PROPOSAL VALIDITY .............................................................. 14
02.15 PROTEST PROCEDURES ......................................................... 14
02.16 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS 15
02.17 TAXES ................................................................................. 15
02.18 FINANCIAL DATA .................................................................. 16

03 GENERAL INSTRUCTIONS AND REQUIREMENTS .............................. 17

03.01 INTRODUCTION AND AGENCY OVERVIEW ............................... 17
03.02 SCOPE OF WORK ................................................................... 18
03.03 EXAMINATION OF REQUEST FOR PROPOSAL DOCUMENTS ....... 18
03.04 RELATIONSHIP OF PARTIES ................................................... 18
03.05 ASSIGNMENT AND SUBCONTRACTING ..................................... 18
03.06 FEDERAL REQUIREMENTS ....................................................... 18
03.07 FRAUD .................................................................................. 19
03.08 INTEREST OF MEMBERS OF CONGRESS ................................... 19
03.09 PROHIBITED INTEREST .......................................................... 19
03.10 CONTINGENT FEES AND GRATUITIES ...................................... 20
03.11 CONFLICT OF INTEREST ........................................................ 20
03.12 NCTD LIBRARY ...................................................................... 20
03.13 DUE DILIGENCE DISCLAIMER .................................................. 20
03.14 DUE DILIGENCE PROCESS AND FACILITY SITE VISIT ............... 21
03.15 RIGHTS TO THE USE OF THE NAME “BREEZE”, “FLEX” OR “LIFT” 21
03.16 REGULATORY COMPLIANCE ................................................. 22
03.17 CONTRACT DOCUMENTS ......................................................... 22
03.18 SUBCONTRACTORS ................................................................. 23
03.19 ALLOCATION OF WORK BETWEEN PRIME AND SUB CONTRACTORS 23
03.20 CONTRACT PRICING ............................................................... 23
03.21 COMMENCEMENT OF CONTRACT SERVICES........................... 23
03.22 KEY PERSONNEL ................................................................. 24
03.23 BUSINESS ETHICS EXPECTATIONS/CONFLICT OF INTEREST ....... 24
03.24 STANDARD OF CONDUCT ...................................................... 24
03.25 WHISTLE BLOWER HOTLINE ................................................... 25

Page 2 of 268
RFP 25944
COMBINED FIXED ROUTE BUS, ADA PARATRANSIT SERVICE OPERATIONS, AND SPECIALIZED TRANSPORTATION SERVICES OPERATIONS AND MAINTENANCE

03.26 COMPLIANCE WITH LABOR CODE REQUIREMENTS/PREVAILING WAGES: 25
03.27 LABOR CODE REQUIREMENTS ......................................................... 26
03.28 PREVAILING WAGE MONITORING REQUIREMENTS – SB 854 ............. 26
03.29 SUBMITTAL OF CERTIFIED PAYROLLS ......................................... 27
03.30 PROMPT PAYMENT AND RETURN OF RETAINAGE ......................... 27
03.31 DEBARMENT OF CONTRACTOR/SUBCONTRACTORS ....................... 27
03.32 ASSIGNMENT OF ANTI-TRUST ACTIONS .................................... 27
03.33 TRAINING, COMPLIANCE OVERSIGHT AND AUDIT ....................... 27
03.34 CONTRACTOR NON-COMPLIANCE ............................................. 28
03.35 COOPERATION WITH OTHER CONTRACTORS ................................ 28

04 INSURANCE AND INDEMNIFICATION ...................................................... 28
04.01 RISK OF LOSS OR DAMAGE .......................................................... 28
04.02 INSURANCE .................................................................................. 28
04.03 LIABILITY AND INDEMNIFICATION ............................................... 30

05 PROPOSAL REQUIREMENTS AND EVALUATION CRITERIA ................... 32
05.01 AWARD DETERMINATION ............................................................ 32
05.02 FINANCIAL RESPONSIBILITY ....................................................... 32
05.03 IDENTIFICATION OF COST SAVINGS (POST AWARD) ................... 32
05.04 CONTRACTOR VALUE CHANGE PROPOSALS (VCP) ....................... 32
05.05 PROPOSAL REQUIREMENTS AND ORGANIZATION ......................... 34
05.06 PROPOSAL EVALUATION PROCESS ............................................ 35
05.07 PROPOSAL EVALUATION FACTORS ............................................ 36
05.08 PROPOSAL EVALUATION METHOD AND SCORING CRITERIA .......... 37
05.09 QUALIFICATIONS AND EXPERIENCE (10%) ................................ 37
05.10 PAST PERFORMANCE (10%) ......................................................... 38
05.11 TECHNICAL APPROACH (20%) .................................................... 39
05.12 PRODUCTIVITY COMMITMENTS (15%) ......................................... 43
05.13 TRAINING, SAFETY AND REGULATORY COMPLIANCE (20%) ....... 44
05.14 LABOR CODE COMPLIANCE (10%) ............................................. 45
05.15 COST (15%) ............................................................................... 45
05.16 EVALUATION PROCESS ............................................................... 45
05.17 PROPOSAL SCORING ................................................................. 47
05.18 NEGOTIATION AND RECOMMENDATION FOR AWARD PROCESS .... 47

06 SUBMISSION DOCUMENTS ..................................................................... 48
SERVICES AGREEMENT ............................................................................. 48

EXHIBIT A – SCOPE OF WORK ................................................................. 67
EXHIBIT B – COMPENSATION METHODOLOGY AND COST FORMS ......... 223
EXHIBIT C – LIQUIDATED DAMAGES ..................................................... 227
EXHIBIT D- CIVIL RIGHTS AND DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS ... 235
EXHIBIT E- FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES .......... 245
EXHIBIT F – DAVIS-BACON PREVAILING WAGE DETERMINATIONS .......... 264
EXHIBIT G – PERFORMANCE EVALUATION FORM .................................. 265
EXHIBIT H – UNIFIED PROTECTIVE AGREEMENT AND THE SPECIAL WARRANTY PROTECTIVE AGREEMENT ................................................................. 268
NOTICE TO PROPOSERS

01.01 SUMMARY OF WORK

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified and experienced Contractors to provide fixed route, ADA paratransit, specialized transportation, and limited facilities maintenance services in a combined operations and maintenance contract for North County Transit District (NCTD). NCTD's intent is to select one (1) qualified Contractor to perform such services and enter into a seven (7) year base service contract with an option for an additional three (3) year term. NCTD intends to award two contracts to one responsive and responsible Proposer whose proposal is determined to be the best overall value to NCTD based on the evaluation criteria outlined herein. One contract will manage all of the base services included in this RFP, while the other will manage all additional work through a task order based process.

The RFP will outline the procedures for proposal submission, the proposal evaluation method and the process for selecting the overall best value proposal for Contract execution. The detailed Scope of Work is located in Exhibit A (Operations) and Exhibit B (Facilities). The Contractor will be expected to possess thorough knowledge, expertise, skills and experience necessary to deliver the services requested. Federal funds will be utilized in performance of this Agreement.

01.02 PROPOSAL SUBMISSION

Notice is given that the deadline for a proposal submittal to the North County Transit District at 810 Mission Avenue, Oceanside, CA 92054, is October, 27, 2016 3:00 PM.

01.03 VENDOR REGISTRATION REQUIREMENTS

To participate in this solicitation, go to www.gonctd.com and click on “Contracting Opportunities” at the bottom of the page. The Online Bidding System is described and contains a link to the registration page of the PlanetBids Vendor Portal for NCTD.

**Registering with PlanetBids for this solicitation is the only way to participate. Email notices from PlanetBids to Proposers registered for this solicitation are provided as a courtesy. Registered Proposers are responsible for insuring that they have downloaded all documents from PlanetBids that are necessary to submit a responsive proposal.**

For individuals with sensory disabilities, this document is available in alternate formats. For information regarding alternate formats, call or e-mail the contact listed above or write Procurement & Contracts Administration Department, 810 Mission Ave., Oceanside, CA 92054.

01.04 ESTIMATED PROPOSAL SCHEDULE (SUBJECT TO CHANGE)

The solicitation, receipt and evaluation of Proposals, and the selection of the Proposer awarded to perform the Work, will conform to the following anticipated schedule:
01.05 NON-MANDATORY PRE-PROPOSAL CONFERENCE

Prospective Proposers are strongly encouraged to attend the Pre-Proposal Conference held at 9:00am on August, 29, 2016 at 810 Mission Avenue, Oceanside, CA 92054.

01.06 COMMUNICATIONS AND REQUESTS FOR CLARIFICATION

All correspondence, communication and/or contact regarding any aspect of this solicitation or offers shall only be with the Contracting Officer identified below. Any verbal or written communications between any proposer (potential or actual), or its representatives and any NCTD Board Member, staff member, committee member, or contractor regarding this procurement are strictly prohibited from the date of the RFP advertisement through the date of execution of the contract. The only exceptions to this are: (1) written requests regarding information or clarification made to NCTD’s designated Contracting Officer during the allowable time period under the solicitation; and (2) any communications at a publicly-noticed meeting of the NCTD Board. Any violation of the requirements set forth in this section shall constitute grounds for immediate and permanent disqualification of the Proposer from participation in this procurement. Proposers shall not make any contact with any other NCTD staff with regard to any aspect of this solicitation. The Contracting Officer assigned to this RFP is:

Zara Sadeghian  
Senior Procurement Contracting Officer  
NORTH COUNTY TRANSIT DISTRICT  
810 Mission Avenue  
Oceanside, CA 92054  
E-mail: zsadeghian@nctd.org

In the event that a Proposer has any questions, wishes to seek clarification, or wishes to request changes in any aspect of the RFP or the contract documents, it shall submit any such requests via PlanetBids Vendor portal during the Question and Answer period that permits discussion, questions, requests for clarification and opportunities to object to any aspect of this RFP.

NCTD reserves the right in its sole discretion to make any such change via addendum in the Question and Answer period or to reject any such requested changes.

All communications up to the question and answer deadline concerning any matters relating to this RFP shall be posted on the Q&A tab within the solicitation posted on the NCTD’s solicitation management system “PlanetBids Vendor Portal”. Answers to questions or requests for clarification will be responded to directly on PlanetBids in the form of written addenda to all parties.
NCTD changes to any part of the RFP, technical specifications, or requirements will be by an Addendum sent to all who have downloaded the solicitation from the NCTD PlanetBids Vendor Portal.

Proposers are cautioned that oral communications such as opinion, comments, explanations, response to questions, etc. are not binding on NCTD. All communications up to the question and answer deadline concerning any matters relating to this RFP shall be posted on the Q&A tab within the solicitation posted on the NCTD’s bid management system “PlanetBids Vendor Portal”. Answers to questions or requests for clarification will be responded to directly on PlanetBids.

Proposers are to submit questions, as specified above, no later than September 21, 2016 at 3:00PM local time.

NCTD changes to any part of the RFP, technical specifications, or requirements will be by an Addendum sent to all who have downloaded the solicitation from the NCTD PlanetBids Vendor Portal.

[Remainder of page intentionally left blank]
02 INFORMATION FOR PROPOSERS

02.01 DEFINITIONS

Whenever, in the RFP or contract documents, the following words are used, the intent and meaning shall be interpreted as follows:

Agreement - The term “Agreement” or “Contract” means this Agreement for the operation and maintenance of fixed route transit services entered into between NCTD and the Contractor.

Best Value - a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, length of delivery schedules, and quality of proposed personnel, past performance and/or management plan as defined by the evaluation criteria as established in the solicitation documents. The award selection is based upon a combination of technical and price factors to determine the offer deemed most advantageous and of the greatest value to NCTD.

Best and Final Offer - The term “Best and Final Offer” or “BAFO” means the final, written Proposal made by the Contractor to provide the scope of services set forth in Request for Proposals No. 25944.

Commencement Date - The term “Commencement Date” means the date the Contractor begins the operation of Revenue Service under this Agreement, as established in the Notice to Proceed.

Conduct Unbecoming an Employee - belligerent or malicious behavior, as well as a willful violation of NCTD policy, procedure, Board Ordinance, Board Policy, or laws or regulations.

Examples of conduct unbecoming an employee include, but are not limited to:

1) Any instance of use of language that is obscene, risqué or religiously, ethnically or sexually demeaning, or making light of physical or mental disability, regardless of whether it is directed at a customer.
2) Any instance of belligerent or malicious behavior.
3) Instance(s) of willful failure to assist customers.
4) Any instance of violation of applicable safety rules that causes injury to a person, damage to property, or release of a hazardous substance.
5) Instance(s) of littering in rolling stock or station areas.
6) Instance(s) of snacking, reading, smoking, listening to radio or other audio devices or watching or listening to TV while on duty.
7) Conduct demeaning to NCTD or Contractor, including demeaning oral or written remarks made to the public and/or customers.
8) Conduct that constitutes oppression, fraud, malice, negligence or recklessness, as defined herein.

Confidential Information - any information of any kind, nature, or description concerning any matters affecting or relating to Contractor’s services for NCTD, the business or operations of NCTD, and/or the products, drawings, plans, processes, or other data of NCTD

Contract - The term “Contract” means the written agreement between the parties inclusive of any attachments and any Change Orders issued thereto.
Contract and/or Agreement - the document used by NCTD as the contracting vehicle, including statement of work and cost forms, conformed Request for Proposals, Best and Final Offer(s), letter of clarification (if any), and Contractor’s proposal.

Contract Changes:

1) Administrative Change - a unilateral change that does not affect the substantive rights of the parties.

2) Cardinal Change - a revision to the contract which is outside the original statement of work, and/or which materially alters the original Contract between the parties.

3) Constructive Change - the result of an action, inaction, or instruction by the Grantee which directs the Proposer to deviate from the specified work/SOW in some manner.

4) Emergency Change - a deviation from the specification/SOW initiated by an unforeseen event which, if not addressed, would endanger the public safety.

5) Grantee Ordered Change - an alteration to the contract dictated by the Grantee.

6) Proposer Requested Change - means alterations in the contract initiated by the Proposer, such as materials changes related to a value analysis effort, or design changes suggested in order to meet unforeseen conditions.

Contract Documents means all of the contents of this RFP and associated addenda, contract drawings, technical reports, technical specifications, attachments, reports, and documented agreements. Said documents shall be considered as part of any contract made pursuant to this solicitation.

Contracting Officer - the authorized agent or representative of NCTD designated to administer and ensure strict conformance to the RFP and Contract Documents.

Contractor - a person, firm, corporation whose proposal was deemed to be in the overall best interest of NCTD and has been selected for award of the Contract following approval by the Board of Directors.

Days - calendar days unless otherwise specified.

Emergency Change - a deviation from the specification/SOW initiated by an unforeseen event which, if not addressed, would endanger the public safety.

Executive Director - the Executive Director of North County Transit District or his/her authorized representative or agent.

Federal Transit Administration (FTA) - The term “Federal Transit Administration” or “FTA” refers to the Federal Transit Administration of the United States Department of Transportation or its successor entity.

Force Majeure - any event which results in the prevention or delay of performance by a party of its obligations under the subsequent Contract and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Labor disputes and/or strikes will not be eligible for consideration as a “Force Majeure”.

Grand Total Proposal Price - the grand total price and shall include all direct and indirect labor and material costs, taxes, duties, fees, and any other charges applicable to complete the total requirements as specified in this RFP, including all addenda.
Hazardous Substances and/or Contaminated Materials - any substance, waste, or material which is determined by any state, federal, or local governmental authority to be capable of posing a risk of injury to health, safety, and/or the environment, including, but not limited to, all substances, wastes, and materials designated or defined as hazardous, extremely hazardous, or toxic pursuant to Section 311 of the Clean Water Act, 33 USC Sections 1321, et seq., Section 1004 of the Resource and Conservation and Recovery Act, 42 USC Sections 6903, et seq., Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC Sections 9001, et seq.; Section 25141 of the Hazardous Waste Control Law, California Health and Safety Code Sections 25117, et seq.; Section 25316 of the Carpenter Presley-Tanner Hazardous Substance Account Act, California Health and Safety Code Section 25316; Section 25501 of the Hazardous Materials Release Response Plans and Inventory Law, California Health and Safety Code Sections 25280-25299, et seq., as may be hereinafter amended.

NCTD - North County Transit District or its authorized representative or agent.

NCTD Board of Directors or Board - the governing board of North County Transit District.

NCTD's Representative, Project Manager, - the authorized agents or representatives of North County Transit District designated to ensure strict conformance with the Contract Documents.

Notice of Intent to Award (NIA) - the written notice from NCTD to all Proposers identifying the intent to award to the responsive, responsible Proposer, conforming to the requirements of the RFP, determined to be the overall best value to NCTD following proposal opening and evaluation; and opens the period for protest in accordance with the provisions of this RFP.

Notice to Proceed (NTP) - a written notice from NCTD to a Contractor authorizing the contractor to commence mobilization and start-up activities.

PCA - NCTD's Procurement and Contract Administration Division.

Proposer/Proposers - those persons, firms, or corporations submitting proposals to NCTD for the RFP.

Subcontractor - a person, firm or corporation who agrees to perform a portion of the work specified in the Contract between NCTD and a prime Contractor, pursuant to an agreement with that Prime Contractor, and who, by the terms of that agreement agrees to comply in all respects with the terms of the Contract between the Contractor and NCTD.

Written Order - a written order signed by the Executive Director, or properly authorized representative or agent, sent to the Contractor at the address designated in the RFP, or to such other address Contractor may designate in writing as its official place of business.

02.02 RFP FORM/SUBMITTAL/LATE PROPOSALS

Proposals must be submitted on the forms provided. Proposals submitted in any other form may be considered non-responsive and shall be rejected. Proposals shall include the information and services requested. The proposal must be signed with the name and title of the person duly authorized to sign the offer.

Blank spaces on the appropriate Proposal forms must be properly filled in, and the phraseology thereof must not be changed. Additions or changes must not be made to the items mentioned therein. Any unauthorized conditions, limitations or provisions attached to a Proposal shall be cause for its rejection and in no event shall be a part of the Contract Documents. The Proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the Proposal. Proposals may be rejected if they show any alteration in form, are incomplete, or contain irregularities of any kind.
Delivery of Proposal documents: Respondents shall submit their Proposal documents in a sealed package and shall write/type the following identification information on the outermost sealed package or FedEx/UPS/other address label:

COMBINED FIXED ROUTE, ADA SERVICE OPERATIONS, AND SPECIALIZED TRANSPORTATION SERVICES OPERATIONS AND MAINTENANCE

RFP No. 25944
Attn: Zara Sadeghian
Respondents Name:

Each proposal should be addressed to the Contracting Officer, identified above, and shall be delivered to 810 Mission Avenue, Oceanside, CA 92054 on or before the day set for the proposal submittal deadline. It is the sole responsibility of the Proposer to ensure that the proposal is delivered to the reception counter, accepted, and date/time stamped prior to the proposal due date.

Proposals are not to be presented to any NCTD employee other than the NCTD representative at the receptionist counter. If a proposal is not received, showing the date and time stamp, it will be considered late. Proposals received after the submittal deadline will be considered late, and will be returned to the Proposer unopened.

Proposals will not be publicly opened and will be kept confidential to the extent allowed by law and as set forth in section 02.09.

Proposals are required for the entire scope of services described, unless instructed otherwise in this RFP. Proposals that are not for the entire scope of services may be considered non-responsive and rejected.

Because proposals can at times be ambiguous, NCTD reserves the right to request additional information before making an award. NCTD also reserves the right to seek clarification from any Proposer about any statement in its proposal that NCTD finds ambiguous.

02.03 ADDENDA TO RFP

In the event that it becomes necessary to revise any portion of this RFP, a written addendum will be issued via Planet Bids. The effect of all addenda to the Request for Proposals shall be considered in the Proposal Package, and said addenda shall be made a part of the Proposal Package submitted to NCTD. It is the proposer’s responsibility to ensure that all addenda have been acknowledged before submitting a response. Failure to acknowledge all addenda may render the proposal package nonresponsive and result in its rejection.

02.04 BASIS OF AWARD

The contract value will exceed $100,000 in value; therefore approval to award a contract by the Board is required. The award of a contract will be made by the Board on the basis of the evaluation criteria of the RFP documents. The successful Proposal resulting from this solicitation will be presented to NCTD's Executive Director for review and recommendation to NCTD's Board of Directors for contract award. Work may only be authorized by written Notice to Proceed, or upon NCTD's final determination of scope, schedule and cost. NCTD intends to award to one contractor under this solicitation. Multiple awards will not be made.

02.05 PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL

No person, firm or corporation shall be allowed to make a file or be interested in, as a principal, more than one proposal for the same work unless alternate proposals are called for. A person, firm or corporation submitting a sub-proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby
disqualified from submitting a sub-proposal or quoting prices to other Proposers or from being a principal Proposer for the same work.

Where two or more firms desire to submit a single proposal in response to this RFP they should do so on a prime/sub-consultant basis rather than as a joint venture. NCTD intends to contract with a single firm and not with multiple firms doing business as a joint venture.

02.06 WITHDRAWAL OF PROPOSALS

02.06.1 PRIOR TO PROPOSAL CLOSING

Any Proposer may withdraw its proposal, either personally or by written request, at any time prior to the scheduled date and time for closing of proposals.

02.06.2 AFTER PROPOSAL CLOSING

No Proposer may withdraw its proposal for a period of one hundred twenty (120) calendar days after the date set for final acceptance of proposals.

02.07 PROPOSAL REJECTION OR CORRECTION/EVALUATION

The Chief of Procurement & Contract Administration or his designee reserves the right to reject any and all proposals or to waive or correct any errors or discrepancies within a proposal. If all proposals received are rejected by the Chief of Procurement & Contract Administration, NCTD reserves the right to re-solicit the services by issuing a new RFP or to cancel the solicitation at any time prior to contract award and not award a contract.

After the deadline for acceptance of proposals, an evaluation of all proposals received will be conducted to determine compliance with the RFP. This evaluation will include review of all required forms, certifications and the Proposer’s response to the evaluation criteria. Proposals that are incomplete may be considered non-responsive and rejected. Proposers will be notified that their Proposal has been rejected. Acceptable proposals may be scheduled for a presentation.

NCTD reserves the right to cancel this solicitation at any time prior to contract award.

02.08 INCURRED COST

NCTD will not reimburse Proposers for costs incurred in the preparation of the proposal or after submittal of proposal, during any negotiation period that results in a contract award, or cancellation of the procurement.

02.09 PUBLIC RECORDS ACT/CONFIDENTIALITY OF PROPOSALS

Proposals will not be publicly opened. Access to government record is governed by the laws of the State of California under the California Public Records Act (Gov. Code 6250, et seq.) [Act]. Proposal price forms submitted to NCTD in response to this RFP are public records and may, therefore, be disclosed in accordance with the California Public Records Act. Any such proprietary information, trade secrets or confidential commercial and financial information which a Proposer believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not ensure confidentiality. The Proposer shall submit proprietary information, trade secrets or confidential commercial and financial information, which a Proposer believes should be exempted from disclosure, in a separate volume specifically identified and marked as “Confidential”, or “Trade Secret”, or “Proprietary”, or a similar designation. The Proposer shall provide the legal basis for the exemption to NCTD upon request. If a Proposal does not clearly identify the “CONFIDENTIAL” portions,
NCTD will not notify the Proposer that its Proposal will be made available for inspection. If a request is made for disclosure of material or any portion marked “CONFIDENTIAL”, NCTD will determine whether the material should be made available under the law. If NCTD determines that the material is not exempt and may be disclosed, NCTD will notify the Proposer of the request and allow the Proposer ten (10) working days to take appropriate action. If the Proposer fails or neglects to take such action within said period, NCTD may release the portions of the Proposal deemed subject to disclosure.

NCTD will release proposal cost or price forms in response to a Public Records Act request so long as the contract for which the proposal price forms were submitted has already been executed and the proposal cost or price form does not contain trade secrets as defined by the Civil Code. Proposal price forms submitted to NCTD are public records and may, therefore, be disclosed in accordance with the California Public Records Act.

The Proposer agrees to indemnify and defend NCTD in the event NCTD withholds production of Proposer records which Proposer has marked “Confidential”, or “Trade Secret”, or “Proprietary”, or similar designations, that are responsive to a Public Records Act request pursuant to California Government Code section 6250. Et seq. or a Freedom of Information Act request. See attached PUBLIC RECORDS ACT INDEMNIFICATION CERTIFICATE.

By submitting a Proposal, the Proposer consents to the procedure outlined in this paragraph and shall have no claim against NCTD by reason of actions taken under this procedure.

02.10 SENSITIVE SECURITY INFORMATION (SSI)

In accordance with Parts 15 and 1520 of Title 49 of the Code of Federal Regulations and NCTD’s Sensitive Security Information (SSI) Procedure (Administrative Policy and Procedure GM-0016), certain information deemed to be SSI that is determined by NCTD to be necessary for the Successful Proposer’s performance of the Contract may be made available to the Successful Proposer by NCTD. The Successful Proposer shall comply with all SSI requirements as set forth in the Sensitive Security Information (SSI) Procedure and applicable law for information designated as SSI by NCTD. Such requirements address, without limitation (i) storage of SSI; (ii) protective marking of SSI; (iii) security protection for SSI; (iv) reproduction of SSI; (v) control and release of SSI; (vi) packaging and transmission of SSI; and (vii) destruction of SSI. Proposer is directed to thoroughly review the provisions of the Sensitive Security Information (SSI) Procedure for additional information regarding the Successful Proposer's obligations related to treatment of SSI. For this Project, NCTD hereby designates, without limitation, the following information as SSI:

Any unauthorized disclosure of SSI by the Successful Proposer shall be deemed a breach by the Successful Proposer and shall constitute cause for termination of the Contract by NCTD. Upon the occurrence of any unauthorized disclosure of SSI by Proposer, Proposer shall immediately provide notice to NCTD. The unauthorized disclosure shall be documented and investigated by NCTD. The Successful Proposer expressly agrees to fully cooperate with NCTD in course of any investigation related to the unauthorized disclosure of SSI. The Successful Proposer additionally agrees to indemnify NCTD in accordance with Proposer’s indemnity obligations under Section 04.03. A (INDEMNIFICATION) herein for any claim arising out of the unauthorized disclosure of SSI by successful proposer, its employees, officers, agents and sub-Proposers.

Note: SSI is not subject to public disclosure pursuant to the California Public Records Act.

02.11 CONFIDENTIALITY OF NCTD INFORMATION:

Successful Proposer is prohibited from using any social media to reference any ongoing or completed work for NCTD without NCTD’s express written permission. Social media is defined as a set of Internet tools that aid in the facilitation of interaction between people online, including but not limited to, LinkedIn, Twitter, Facebook, YouTube, and Myspace.
Successful Proposer will perform services for NCTD which may require NCTD to disclose confidential, financial, and/or proprietary information ("Confidential Information") to the Successful Proposer. Confidential Information is any information of any kind, nature, or description concerning any matters affecting or relating to Successful Proposer's services for NCTD, the business or operations of NCTD, and/or the products, drawings, plans, processes, or other data of NCTD. Accordingly, to protect NCTD, if confidential Information is disclosed to Successful Proposer, the Successful Proposer agrees as follows:

1) To hold the confidential Information received from NCTD in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others.

2) To not disclose or divulge either directly or indirectly the confidential Information to others unless first authorized to do so in writing by NCTD.

3) To not reproduce the confidential Information nor use this information commercially or for any purpose other than the performance of his/her duties for NCTD.

4) To upon the request or upon termination of the contractual relationship with NCTD, deliver to NCTD any drawings, notes, documents, equipment, and materials received from NCTD or originating from its activities for NCTD.

5) To grant NCTD the sole right to determine the treatment of any information that is part or project specific received from the Successful Proposer, including the right to keep the same as a trade secret, to use and disclose the same without prior patent applications, to file copyright registrations in its own name or to follow any other procedure as NCTD may deem appropriate.

6) To allow NCTD the right to take action, up to and including termination of the contract for violations of this confidentiality clause.

7) That any unauthorized access, modification, manipulation, destruction, or disclosure of confidential information is a violation of this confidentiality clause and may be a violation of state and federal laws.

02.12 CONDITIONS CAUSING DISQUALIFICATION OF PROPOSERS

Conditions, which may cause rejection of proposals, include, but are not limited to:

1) A Proposer submitting more than one proposal, as a principal Proposer;

2) Qualified or contingent proposals,

3) Evidence of collusion among Proposers;

4) Obvious lack of experience or expertise to perform the work;

5) Failure to perform or meet financial obligations or performance obligations for previous contracts;

6) Evidence that a Proposer has a financial interest in another Proposer for the work under this RFP.

Proposals may be rejected if an individual, proposer, partnership, or corporation or combination thereof, submits more than one proposal as a principal Proposer under the same or different names. Such duplicate interest may cause the rejection of all proposals in which such Proposer has participated.

02.13 APPROPRIATION OF FUNDS

Every payment obligation of NCTD under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by NCTD at the end of the period for which funds are available. No liability shall accrue to NCTD in the event this provision is exercised, and NCTD shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
02.14 PROPOSAL VALIDITY

All Proposals received in response to this RFP shall be valid for a minimum term of 120 calendar days from the Proposal due date.

02.15 PROTEST PROCEDURES

An actual or prospective Bidder who is aggrieved in connection with the solicitation or award of an agreement may submit a protest. The protest must be submitted to the attention of the contracting officer at the following address:

Procurement and Contract Administration
810 Mission Avenue
Oceanside, California 92054
Attn: Samuel Elmer, Chief Procurement and Contract Administration Officer

The following information must be included in the protest:

a) Name, address, and phone number(s) of the protestor
b) Solicitation number and project title
c) A detailed statement of the basis for the protest
d) Supporting evidence or documents to substantiate any arguments
e) The form of relief requested (e.g., reconsideration of their offer)

Date and time of receipt of protests:

- Protests against agreement awards of procurements not subject to Public Contract Code (PCC) 20216-20217. The protest shall be filed with NCTD within five (5) working days after an award notification, a NIA, a bid opening, or a revised list of Bidders is made public.
- Protests based on the content of the solicitation for negotiated procurements subject to PCC 20216-20217. Any Bidder or potential Bidder may file a protest with NCTD within ten (10) calendar days after the solicitation is first advertised. If the protest is denied, the protest may be renewed by refiling the protest with NCTD within fifteen (15) calendar days after the staff recommendation for award has been made public.
- Protests against agreement awards of negotiated procurements subject to PCC 20216-20217. Any Bidder may protest the recommended award on any ground not based on the content of the solicitation by filing a protest with NCTD within fifteen (15) calendar days after the staff recommendation for award has been made public.
- Protests Submitted after the Protest Deadline. Protest submissions received by NCTD after the time periods specified above shall be deemed by the Contracting Officer to be untimely and shall be denied on that basis.

All protests shall be resolved in accordance with NCTD’s protest policy and procedures, copies of which are maintained at NCTD.

Appeal of Protest Decision

If a protest decision is appealed, NCTD will provide written correspondence that will identify:

a) Required submittals, including a statement of the factual and legal grounds for reversal or modification, specifying legal errors or new information
b) Designation of Appeal Official(s)
c) Contact and Address for Appeal Submittals

d) Timeframes for Submitting Appeals

e) Timeframe for Decision

The Executive Director, or a delegated individual, will make the final determination on all protests. The determination with regard to such protest or to proceed to award shall be final unless appealed by the protester. An informal protest resolution opportunity will be offered to the protester prior to final determination.

A direct protest to Federal Transit Administration (FTA) is only available if the protestor believes that NCTD did not have a protest procedure, NCTD did not follow its protest procedures or where the Contractor believes that NCTD violated a federal law or regulation. Any appeal of an NCTD protest decision to FTA must be provided within five (5) working days of receiving actual or constructive notice of NCTD’s decision. Protests filed with the FTA must be filed in accordance with FTA Circular 4220.1F.

Under certain limited circumstances, and after the protester has exhausted all administrative protest remedies made available to it at the NCTD level, an interested party may protest to the California Department of Transportation (Caltrans) the award of a contract pursuant to an FTA grant. The deadline for submitting protests to Caltrans is five (5) days prior to proposal opening by 5:00 pm, PST. The deadline for submitting protests to Caltrans after opening/announcement of award is within five (5) days before 5:00 pm, PST, on the fifth day.

Caltrans’ review of any protest will be limited to:
   a. Violations of Federal law or regulations.
   b. Violations of State or local law shall be under the jurisdiction of State or local authorities.
   c. Violation of NCTD’s protest procedures or NCTD’s failure to review a complaint or protest.

The protest filed with Caltrans shall:
   a. Include the name and address of the protester.
   b. Identify NCTD as the party responsible for the RFP process.
   c. Contain a statement of the grounds for protest and any supporting documentation. (The grounds for protest filed with Caltrans must be fully supported to the extent feasible. Additional materials in support of an initial protest will only be considered if authorized by the FTA regulations.
   d. Include a copy of the protest filed with NCTD and a copy of NCTD’s decision, if any.
   e. Indicate the ruling or relief desired from Caltrans.

Such protests should be sent to:

California Department of Transportation
Division of Mass Transportation
PO BOX 942874 – M.S. 39, Sacramento, CA 942874-0001

02.16 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS

This procurement/contract is subject to the DBE Program requirements issued by the U.S. Department of Transportation (USDOT) as set forth in 49 CFR Part 26. Refer to the DBE Clause, Exhibit D, for DBE Program pre-award submittal and post award requirements.

02.17 TAXES

Unless otherwise provided in the Contract Documents, the Proposer's Price Schedule is deemed to include all sales, use, consumer, gross receipts and other taxes mandated by applicable federal, state, and local laws and regulations.
02.18 FINANCIAL DATA

Proposers agree to permit access to financial records for a Pre-Award Audit to verify the accuracy of financial data, should NCTD determine that such an audit is required prior to negotiations or award of contract.

[Remainder of page intentionally left blank]
03 GENERAL INSTRUCTIONS AND REQUIREMENTS

03.01 INTRODUCTION AND AGENCY OVERVIEW

The North San Diego County Transit Development Board was created by California Senate Bill No. 802 on September 20, 1975, and was renamed North County Transit District (NCTD) in 2005 (Public Utilities Code section 125000, et. seq.). NCTD was created to operate, directly or through a contractor, public transit systems in its area of jurisdiction. NCTD provides bus, paratransit, demand response, and commuter and hybrid rail train service for people primarily in the northern half of San Diego County – from the rural areas of Fallbrook, Ramona and the Camp Pendleton Marine Corps Base, and throughout the cities of Oceanside, Vista, Carlsbad, Encinitas, San Marcos, Del Mar, Solana Beach, and Escondido, and includes the unincorporated areas of North San Diego County.

The total population of NCTD’s 1,020 square mile geographic area is approximately 849,000. The FY 2017 operating budget is $104.8 million with a capital budget of $18.4 million with projected system-wide ridership of 12.2 million (See Appendix 1, Links to References, 1. “NCTD FY 17 Operating Budget and Capital Improvement Program”). NCTD operates its transportation services in the North County region through its private contractors. These services include the BREEZE (fixed route bus service), the COASTER (commuter rail service), the SPRINTER (hybrid rail service), the LIFT (paratransit service), and the FLEX (demand responsive service).

This RFP is focused on the provision of BREEZE Fixed Route Bus, LIFT ADA Paratransit, and FLEX Specialized Transportation services operations and maintenance. Following are more detailed descriptions of these services.

BREEZE - Conventional fixed route bus service currently comprising of 32 weekday routes, 21 Saturday routes, and 16 Sunday routes operating across the NCTD service area. The bus network is built around six transit centers, four of which are located adjacent to key SPRINTER stations in Escondido, Oceanside, San Marcos, and Vista, as well as two buses-only transit centers at San Luis Rey Transit Center and Plaza Camino Real Transit Center in Carlsbad. BREEZE routes also serve 5 COASTER stations and the 11 additional SPRINTER stations. BREEZE routes comprise four types:

- **Corridor routes** serve moderate and higher density travel corridors using primarily arterial streets to provide direct connections between communities that are not linked by the SPRINTER.
- **Core routes** provide high frequency service to high density areas.
- **Local routes** provide circulation within communities and increasingly should accommodate short -distance feeder trips to and from SPRINTER and COASTER stations.
- **Commuter routes** provide targeted service primarily between rail stations and major employment locations, schools, and other institutions. These routes focus on niche ridership markets and generally do not require all -day service or constant service frequency
- **Rural/Non-Urban routes** provide transit access to locations outside of the urbanized area. These routes are primarily funded with federal grants (FTA §5311 Funds)

LIFT – NCTD’s complementary paratransit service as required by the Americans with Disabilities Act (ADA) of 1990 for persons who are certified as eligible. Generally, service is available during the hours and days of the week that BREEZE routes are operating. Travel is limited to origins and destinations located within ¾-mile of a BREEZE corridor or local bus route. Pickup requests must be made one or two working days before travel time desired. The fare for LIFT service is limited to twice the base fare for BREEZE service.

FLEX – NCTD’s demand response service created to provide flexible and sustainable transit access to customers in lower density areas where conventional fixed route transit is unsustainable. Unlike BREEZE fixed routes, FLEX utilizes small buses operating within a defined zone to connect variable origins and
destinations as requested by customers. Routes vary from day to day based on the itineraries requested by riders, and a flat fare is charged for any trip taken within the zone. Pick-up requests must be made by telephone at least 30 minutes before travel time desired. To date, FLEX has been deployed on four routes in Carlsbad, Encinitas, Solana Beach, and between Escondido and Ramona via San Pasqual Valley Road. Transfers to fixed routes are available for customers traveling beyond FLEX zone boundaries.

**Facility and Equipment Maintenance** - The Scope of Work for this RFP also includes limited facility and equipment maintenance services at the two (2) operating facilities that will be utilized by the Contractor and requires the Contractor to support bus stop signage placement, relocation, and or removal. NCTD intends to award a seven (7) year base contract with an option for a three (3) year extension.

**03.02 SCOPE OF WORK**

The services shall consist of providing services as detailed in the **SCOPE OF WORK**. The detailed Scope of Work is located in Exhibit A. The Contractor will be expected to possess thorough knowledge, expertise, skills and experience necessary to deliver the services requested. All rights and obligations of the Board and the Successful Proposer are fully set forth and described in the Contract Documents. All parts of the Contract Documents are intended to be correlated so that any work called for in one part and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

**03.03 EXAMINATION OF REQUEST FOR PROPOSAL DOCUMENTS**

Proposer shall thoroughly examine and be familiar with the Contract Documents. The failure or omission of any Proposer to examine any Contract Documents, instrument, addendum, or other documents shall in no way relieve any Proposer from obligations with respect to their proposal or to the contract. The submission of the proposal shall be taken as prima facie evidence of compliance with this section and that it is capable of performing quality work to achieve the project’s goals and objectives.

**03.04 RELATIONSHIP OF PARTIES**

Nothing contained herein shall be construed as creating the relationship of employer and employee between NCTD and Successful Proposer or their agents and employees. The Successful Proposer shall perform its services as an independent contractor and in accordance with its own methods, the Contract Document, applicable laws and regulations. The Successful Proposer shall have exclusive and complete control over its employees and sub-consultants.

**03.05 ASSIGNMENT AND SUBCONTRACTING**

The Successful Proposer shall not assign, sublet, or transfer the Contract Document or any rights under or interest in the Contract Document without the written consent of NCTD, which may be withheld for any reason.

Nothing shall prevent the Successful Proposer from employing independent associates and sub-consultants as the Successful Proposer may deem appropriate to assist in the performance of the Contract Document.

Certain work may be purchased or contracted from an outside source under a subcontract, and the Successful Proposer shall assume full responsibility for all work and materials. NCTD reserves the right to approve the use of any sub-consultant and the Successful Proposer must make a request in writing to use a sub-consultant not named in the proposal and contract.

**03.06 FEDERAL REQUIREMENTS**

Inasmuch as the services herein described are to be purchased with Federal assistance authorized by the Department of Transportation and Federal Transit Administration (FTA) laws and regulations codified at 49
03.07 FRAUD

The Proposer certifies and affirms through execution of False Claims Certificate, contained in this solicitation, the truthfulness and accuracy of any statement it has made, it makes, it may make or causes to be made, pertaining to the underlying contract or the FTA-assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false or fictitious, or fraudulent claim, statement, or submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

The Proposer agrees to include the above two clauses in each sub-consultants financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

The Proposer acknowledges that NCTD has the right to revoke acceptance if it was deceived into an acceptance by fraud. Fraud involves an intentional deceit or falsehood. Acceptance due to fraud may be revoked even if the defect was patent.

03.08 INTEREST OF MEMBERS OF CONGRESS

In accordance with 18 U.S.C. 431, no member of, or delegates to, the Congress of the United States shall be admitted to a share or part of this RFP, any resulting contracts, or to any benefit arising therefrom.

03.09 PROHIBITED INTEREST

No member, officer, or employee of NCTD or of a local public body during their tenure or one (1) year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

To the Successful Proposers knowledge, no Board member, officer or employee of NCTD has any interest, whether contractual, non-contractual, and financial or otherwise in this transaction, if any such interest
03.10 CONTINGENT FEES AND GRATUITIES

The Successful Proposer warrants and covenants as follows:

1) That no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach of violation of this warranty NCTD shall have the right to annul the contract without liability or in its discretion to deduct from the total price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

2) That no gratuities, in the form of entertainment, gifts or otherwise, have been or will be offered or given by the Proposer or any of its agents, employees or representatives to any official NCTD employee or member of the Board in an attempt to secure a contract or favorable treatment in awarding, amending or making any determination related to the performance of this work.

03.11 CONFLICT OF INTEREST

No employee, officer or agent of NCTD shall participate in the selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1) The employee, officer or agent;
2) Any member of his or her immediate family;
3) His or her partner; or
4) An organization which employs, or is about to employ, has a financial or other interest in the Proposer selected for award. The grantee’s officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Proposers, potential Proposers or parties of sub-agreements.

NCTD’s officers, employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Proposers, potential Proposers, or parties to sub-agreements.

03.12 NCTD LIBRARY

NCTD has provided Proposers with access to information that may be helpful to them in preparing their proposals. This library is located on the PlanetBids site related to this RFP.

The furnishing of such information by NCTD shall not create or be deemed to create any obligation or liability upon NCTD for any reason, and by responding hereto, each potential Proposer expressly agrees that it has not relied upon such information, and it shall not hold NCTD liable or responsible therefore in any manner whatsoever.

03.13 DUE DILIGENCE DISCLAIMER

The information contained in this RFP and in any subsequent addenda or related documents, including without limitation, all information regarding the condition, quality, identity or operability of the rolling stock, and support equipment of NCTD, to be maintained by Proposer pursuant to this RFP, is provided as general information only.
The furnishing of such information by NCTD shall not create or be deemed to create any obligation or liability upon NCTD for any reason, and by responding hereto, each potential Proposer expressly agrees that it has not relied upon such information, and it shall not hold NCTD liable or responsible therefore in any manner whatsoever.

NCTD makes no representation, warranty, or guarantee as to the information as to condition, quality, identity, or operability of its vehicles and equipment is accurate, complete, or timely in performing the work contemplated by this RFP, now or in the future.

The Proposer acknowledges that it has taken all steps reasonably necessary to ascertain the nature and locations of the work, and that it has thoroughly investigated and is satisfied with the general and specific local conditions which could affect the work or its cost, including but not limited to:

1) conditions bearing upon transportation, disposal, handling and storage of materials;
2) the character of equipment and facilities needed prior to and during work performance;
3) all applicable Federal, State, and local laws, statutes, ordinances, orders, permits, guidelines, rules, and regulations, including those pertaining to the removal, containment, transportation, disposal, recycling, or handling of Hazardous Substances and/or Contaminated Materials as defined in this RFP
4) any ambiguities contained in the Statement of Work in the RFP.

Any failure of the Proposer to take the actions described and acknowledged in this Article will not relieve the Proposer from responsibility for estimating properly the difficulty and cost of successfully performing the Statement of Work, or for proceeding to successfully perform the work without additional expense to NCTD.

The submission of a proposal shall be conclusive evidence that the Proposer has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and statement of work to be performed, the materials to be furnished and as to the requirements of the proposal, specifications and all other requirements of the Contract. Submission of the proposal shall be treated as prima facie evidence of compliance with this Section.

03.14 DUE DILIGENCE PROCESS AND FACILITY SITE VISIT

Proposers will be allowed opportunities to physically view a representative sample NCTD equipment, including fixed route vehicles, paratransit/demand services vehicles, non-revenue vehicles, and support fleet vehicles. In addition, proposers will have the opportunity to tour the East and West operating facilities, which they will be required to maintain. The site visit is scheduled for August 29, 2016 at 11:00 a.m., and August 30-31, 2016 at 8:00 a.m. Attendance at the site visits and/or inspection of the vehicles or other equipment is not mandatory, but failure to participate shall not excuse any failure to address all areas of this RFP.

03.15 RIGHTS TO THE USE OF THE NAME “BREEZE”, “FLEX” OR “LIFT”

No Proposer shall utilize the names “BREEZE”, “FLEX” or “LIFT”, any related logos, or any representation of the related equipment in any form without the prior written consent of NCTD. This does not apply for the purposes of submitting proposals under this RFP.
03.16 REGULATORY COMPLIANCE

The Contractor shall conduct its work and management in compliance with industry best practices and standards, and regulatory requirements in the U.S., including those that may take effect during the term of the Contract. These include, but are not limited to:

1) ADA regulations found in 49 CFR, Part 37
2) Elderly & Handicapped regulations found in 49 CFR Part 609.
3) California Public Contract Code regulations
4) California Labor Code regulations
5) Federal EPA regulations
6) State and federal environmental regulations
7) OSHA regulations (where applicable)
8) FCC radio communications rules
9) California’s contractor’s licensing codes
10) FTA Civil Rights and Procurement Circulars
11) California and Federal Commercial Carrier Regulations
12) APTA Standards

Unless relieved in writing by NCTD, the Contractor shall, as NCTD’s agent, perform and complete all tasks necessary to ensure full and proper compliance with any state or federal regulatory requirement and shall develop, draft and/or submit and/or execute all reports, programs, plans & procedures related to the ownership, maintenance or operation of a railroad.

03.17 CONTRACT DOCUMENTS

All rights and obligations of NCTD and the Successful Proposer are fully set forth and described in the Services Agreement (“SA” or “Contract Document”). All parts of the Contract Document are intended to be fully integrated so that any work called for in one part and not mentioned in another, or vice versa, is to be executed the same as if mentioned in all said documents.

Proposers should prepare responses with the expectation that the Contract Document will not be negotiated.

The Contract Document includes, by reference, the Scope of Work, the RFP and the Successful Proposal(s). Whenever conflicting statements exist between the Scope of Work, RFP, or Successful Proposal(s), the RFP will supersede.

The Proposer must execute NCTD’s Contract Document titled Services Agreement (SA). A draft version of the SA is included in this RFP as “Contract Documents” and includes the language of the RFP in the SA by reference. The SA contains language which is standard to all NCTD agreements and generally is not negotiable. Exceptions taken to the RFP or SA language may affect the responsiveness of a Proposer’s proposal and prevent Proposer from advancing in the evaluation process. Where a potential Proposer takes exception to the RFP or SA language, the Proposer must provide the rationale supporting each exception, prepare and propose amended or substitute language and shall submit such information in the form of a completed “Certification of Exceptions/No Exceptions Form” in the RFP with proposal. NCTD reserves the right to reject all exceptions and proposer must determine whether to proceed with proposal. If a potential Proposer takes exception pursuant to the process outlined above, and it is informed by NCTD that the proposed amended or substitute language is unacceptable, and thereafter cannot accept the
contractor agreement language, then it is recommended that the Respondent not participate in this RFP process.

03.18 SUBCONTRACTORS

The Contractor shall have the right to subcontract, so long as the Subcontractor has been approved in advance by NCTD and performs work in accordance with the Statement of Work. The Contractor shall submit with its proposal how it will manage and provide oversight of its Subcontractors to ensure compliance with applicable federal, state, and NCTD requirements. The Contractor will remain solely responsible for any work under this Contract for which it employs Subcontractors. NCTD shall have no obligation to such Subcontractor whatsoever.

Should NCTD determine that a Subcontractor of the Contractor does not perform in accordance with the resultant Contract, NCTD may require the Contractor to replace its subcontractor. Any use of subcontractors not named in the proposal must be approved in writing by NCTD before commencing any work. All Subcontractors are subject to NCTD approval. NCTD reserves the right to reject any and all subcontractors listed by the Contractor and bears no responsibility or liability to the Contractor or Subcontractors for any commitments made regarding the use of any particular Subcontractors for the project.

The Contractor shall provide a list, with its Proposal, of all proposed Subcontractors that may perform work on the project. No changes to the list of Subcontractors can be made after the deadline for submitting proposals without approval by NCTD.

Subcontractors shall have been successfully engaged in the particular type of business for ten (10) years and are qualified both technically and financially to perform the work for which they are listed.

Subcontractors failing to meet the above requirements shall be replaced by the Contractor at no additional cost to NCTD, and replacements are subject to NCTD's approval.

03.19 ALLOCATION OF WORK BETWEEN PRIME AND SUB CONTRACTORS

In the performance of work under the subsequent Contract, the Contractor through its own employees shall perform at least 70% of the work to be performed as measured by direct labor costs, and the subcontractor(s) (if any) shall perform no more that 30% of the work to be performed as measured by labor costs.

03.20 CONTRACT PRICING

1. Proposer shall submit full and complete pricing which shall cover deliverables and the period of performance of the Agreement as detailed in Exhibit B.

2. Proposer shall submit full and complete job descriptions supporting pricing for all job classifications proposed by the Contractor and as identified in Exhibit B.

03.21 COMMENCEMENT OF CONTRACT SERVICES:

1) Following the execution by both parties of Contract Document and receipt of required insurance certificates, the Successful Proposer shall receive a Fully Executed Contract (FEC) authorizing the commencement of work in accordance with the Period of Performance as stated in the contract. Commencement of work by Successful Proposer before receipt of the FEC is at the sole risk and expense of the Successful Proposer who shall be fully liable for any damage or injury sustained by NCTD or third parties resulting therefrom.
2) The Successful Proposer shall begin work immediately upon receipt of the FEC and shall complete all of the work as required.

03.22 KEY PERSONNEL

The Successful Proposer shall identify key personnel assigned to the Contract. Such key personnel shall not be replaced or removed from the Project without approval by NCTD. Key personnel shall be identified for not only the Successful Proposer but also all sub-contractors.

03.23 BUSINESS ETHICS EXPECTATIONS/CONFLICT OF INTEREST

During the performance of work under a future agreement, the Successful Proposer agrees to maintain business ethics standards aimed at avoiding any impropriety or conflict of interest which could be construed to have an adverse impact on the dealings with NCTD.

The Successful Proposer shall take reasonable actions to prevent any actions or conditions which could result in a conflict with NCTD’s best interests. These obligations shall apply to the activities of the Successful Proposer employees, agents, sub-consultants, material suppliers (or their representatives) etc. The Successful Proposer is responsible for implementing and maintaining an internal compliance program to ensure compliance with Contract requirements and to monitor business ethics and potential conflicts of interest.

Successful Proposer employees, agents, sub-consultants material suppliers (or their representatives) should not make or provide to be made any employment, gifts, entertainment (liquor, lodging, travel, food, and tickets to public functions (sports events, theater, etc.), payments, loans, free work, substantially discounted work, or other considerations to NCTD representatives, employees or their relatives. Similarly, Successful Proposer employees, agents or sub-consultants (or their relatives) should not receive any commissions, gifts, entertainment, payment, loans, free work, substantially discounted work or any other considerations from representatives of sub-consultants, or material suppliers or any other individuals, organizations, or businesses receiving funds in connection with any work performed under a future contract.

The Successful Proposer may notify NCTD's Compliance Officer, within forty-eight (48) hours of any instance where the Successful Proposer becomes aware of a failure to comply with the provisions of this article or utilize the Whistleblower Hotline service as identified in the RFP.

Upon request by NCTD, the Successful Proposer agrees to provide a certified Management Representation Letter executed by an authorized Successful Proposer representative and in a form agreeable to NCTD stating that they are not aware of any situations violating the business ethics expectations outlined in this Contract or any similar potential conflict of interest situations.

Proposers and the Successful Proposer shall permit interviews of employees, reviews and audits of accounting or other records by NCTD representative(s) to evaluate compliance with the business ethics standards. Such reviews and audits will encompass all dealings and activities of Proposers and Successful Proposers employees, agents, representatives, vendors, sub-consultants and other third parties paid by Proposer or the Successful Proposer in their relations with NCTD’s current or former employees or employee relatives.

The Successful Proposer agrees to include this clause in all contracts with all sub-consultants and payees receiving funds in connection with the work of NCTD.

03.24 STANDARD OF CONDUCT

The Contractor shall be held to NCTD's Standards of Conduct as provided in the link below:
https://nctd.app.box.com/s/35zvgi56mv0i7ggs8q1gro4biemal7ii
03.25 WHISTLE BLOWER HOTLINE

NCTD is an organization with strong values of responsibility and integrity and has developed a number of policies and procedures to provide Proposer with clear direction and guidance to ensure that NCTD’s business is carried out with fairness, efficiency, impartiality and integrity. NCTD is committed to an environment where open, honest communication is the expectation, not the exception. If Proposer believes that a violation of law, regulations, Board policies, NCTD’s Standard of Conduct Policy or any deviation from established business practices has occurred, NCTD encourages Proposer to report the suspected violation via the anonymous Whistleblower Hotline managed by third-party vendor, Navex Global at www.nctd.ethicspoint.com or by calling 855-877-6048.

03.26 COMPLIANCE WITH LABOR CODE REQUIREMENTS/PREVAILING WAGES:

Work to be awarded as a result of this Agreement and or its Task Order Agreements may be funded in whole or in part by State of California bond proceeds. In accordance with Senate Bill X 2-9 and Assembly Bill 436, the Compliance Monitoring Unit (CMU) within the California Department of Labor Standards and Enforcement (DSLE) will monitor and enforce prevailing wage requirements on work performed under a contract awarded as a result of this IFB. As a requirement of a contract awarded as a result of this IFB, the Contractor must post a notice at the jobsite that the project is subject to CMU enforcement.

It has been determined that the work herein described may fall into the category of public works construction projects for Federal and State requirements. The Firm will be required to comply with all of the terms and conditions (including Federal and State General Prevailing Wage requirements) prescribed for Contractor performing public works construction projects. The latest General Prevailing Wage determinations for crafts associated with public works construction projects shall apply. In all instances where Federal, State, and Local Prevailing Wages for a given craft differ, the higher Prevailing Wage shall be paid. Below are links that may assist Firm and Subcontractors in determining which higher rate to use in performance of this project.

Labor Compliance – Prevailing Wage Requirements: Prevailing Wage Determinations can be accessed at the below websites and are based on the original bid/proposal advertisement date as specified in the bid/proposal.

- California General Prevailing Wage Determinations: 2013-1 http://www.dir.ca.gov
- San Diego County Prevailing Wage Determinations: 2013-1 http://www.dir.ca.gov/dsrl/PWD/
- Davis-Bacon Prevailing Wage Determinations: http://www.gpo.gov/davisbacon/allstates.html; or in Exhibit F.

It shall also be mandatory upon the Contractor and all Subcontractors to comply with all other California Labor Code or Federal Department of Labor requirements, which include, but are not limited to, the employment of apprentices, hours of labor, retention of payroll records and debarment of Contractor and Subcontractors, to the extent applicable.

The Contractor will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations.
In the event Federal Labor Code provisions apply to this contract, it is the responsibility of the Proposer to ensure that the Proposer complies with both Federal and State labor laws, to the extent applicable. The Proposer shall defend, indemnify and hold NCTD harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Proposer or its Subcontractors to comply with the applicable Federal and/or State labor laws.

In accordance with Labor Code Section 1070-1074:

- The Proposer shall declare as part of the proposal whether or not employees of the prior Contractor or Subcontractor are to be retained for a period of not less than 90 days.
- NCTD shall give a 10 percent preference to any proposer who agrees to retain the employees of the prior Contractor or Subcontractor.

No contractor or subcontractor may be listed on a bid/proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid/proposal purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). The phase-in timetable for this requirement is as follows:

- **June 20, 2014** [immediate]: Any project that was being monitored by the CMU/Labor Commissioner prior to the adoption of SB 854 will continue to be monitored by the Labor Commissioner afterward; and the contractors on those projects must continue to furnish certified payroll records to the Labor Commissioner until the project is complete.
- **April 1, 2015**: For all new projects awarded on or after this date, the contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.
- **Anytime**: For projects besides those listed above, the Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records. The Labor Commissioner anticipates requiring this for green energy school projects that receive Proposition 39 funding.
- **January 1, 2016**: The requirement to furnish electronic certified payroll records to the Labor Commissioner will apply to all public works projects, whether new or ongoing.
- **Exceptions**: The Labor Commissioner may (but is not required to) excuse contractors and subcontractors from furnishing electronic certified payroll records to the Labor Commissioner on a project that is under the jurisdiction of one of the four legacy DIR-approved labor compliance programs (Caltrans, City of Los Angeles, Los Angeles Unified School District, and County of Sacramento) or that is covered by a qualifying project labor agreement.

For additional information on the Department of Industrial Relations (DIR) prevailing wage monitoring requirements – SB 854 see the following website: [http://www.dir.ca.gov/Public-Works/SB854.html](http://www.dir.ca.gov/Public-Works/SB854.html)
03.29 SUBMITTAL OF CERTIFIED PAYROLLS

In accordance with California Labor Code section 1776, certified payrolls must be submitted per the stricter of regulations, Federal, State, or Local, basis to the Contracting Officer of record.

Effective April 1, 2015 all contractors and subcontractors awarded a contract must furnish electronic certified payroll records to the Labor Commissioner.

Additionally, NCTD requires the certified payroll of all staff associated with this contract.

03.30 PROMPT PAYMENT AND RETURN OF RETAINAGE

All payments, including payments by the CONTRACTOR to any third-party, shall be made in accordance with, and in the time specified in, California Government Code, Chapter 4.5, commencing with Section 927.

The Contractor shall not withhold retention from any subcontractor, nor shall Awarding Agency withhold retention from Contractor.

Contractor must pay subcontractors within seven (7) days of receipt of each progress payment under Public Contract Code sections 10262 and 10262.5 or Business and Professions Code sections 7108.5, as applicable.

03.31 DEBARMENT OF CONTRACTOR/SUBCONTRACTORS

The Contractor or its Subcontractors or Sub-Subcontractors, if applicable, shall not perform work where they are ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code. Any Contract on a Public Works project entered into between a Contractor and a debarred Subcontractor is void as a matter of law. A debarred Subcontractor may not receive any public money for performing work as a Subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred Subcontractor by a Contractor on the project shall be returned to NCTD. The Contractor shall be solely responsible for the payment of wages to workers of a debarred Subcontractor who has been allowed to work on the project.

03.32 ASSIGNMENT OF ANTI-TRUST ACTIONS

Pursuant to Section 7103.5 of the Public Contract Code, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to NCTD all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 USC, section 15) or under the Cartwright Act (chapter 2 (commencing with section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this contract or any subcontract. This assignment shall be made and become effective at the time NCTD tenders final payment to the Contractor, without further acknowledgment by the parties.

03.33 TRAINING, COMPLIANCE OVERSIGHT AND AUDIT

The Contractor shall be solely responsible for training, compliance oversight and auditing to ensure that employees including Subcontractor employees and other agents of the Contractor are fully aware and adhere to the requirements of NCTD’s System Safety Program, System Security Plan or any other safety or security policy, procedure, and or regulatory requirement.
03.34 CONTRACTOR NON-COMPLIANCE

The failure of any Contractor personnel to comply with the System Safety Program or System Security Plan, or to otherwise comply with applicable safety requirements, shall be considered “Conduct unbecoming an employee” pursuant to the Contract. The Contractor shall immediately report all violations to NCTD.

03.35 COOPERATION WITH OTHER CONTRACTORS

NCTD currently engages other third parties to provide services throughout NCTD’s service area. The Contractor shall cooperate fully with all such third party contractors for the benefit of NCTD.

04 INSURANCE AND INDEMNIFICATION

04.01 RISK OF LOSS OR DAMAGE

The Contractor shall be responsible for the vehicles, equipment, tires, supplies, and Facilities, whether owned by Contractor or NCTD, used in the performance of the services under the Agreement, and shall also be responsible for all losses or damages (whether or not the fault of the Contractor) with respect to any such vehicles, equipment, tires, supplies or Facilities, subject to ordinary wear and tear.

04.02 INSURANCE

a) **Required Insurance.** The Contractor shall carry and pay premiums for insurance of the types and with the limits of liability set forth in this subsection. Such insurance shall be maintained in effect at all times during the term of the Agreement and shall cover all events occurring or arising during the term of the Agreement (completed operations and/or tail coverage). The insurance required is as follows:

1) **General Liability Insurance** - coverage of the Facilities (as that term is defined for insurance coverage purposes in Exhibit A.) and other premises used storage and maintenance of Revenue Vehicles and Support Vehicles used in performance of this Agreement, with limits of liability of not less than $10,000,000 each occurrence combined single limit and $20,000,000 general policy aggregate if applicable. Such liability insurance shall also include coverage for Third Party Personal Injury Liability, Contractual, Liability, and Liability for Independent Contractor.

2) **Automobile Liability Insurance** – coverage of all Revenue Vehicles and Support Vehicles used in connection with the work performed under this Agreement, with limits of not less than $10,000,000 each occurrence combined single limit for bodily injury and property damage, and with not aggregate limits.

3) **Automobile Physical Damage Insurance** – coverage of all Revenue Vehicles and Support Vehicles for collision and fire, theft, combined additional coverage with limits of liability not less than (A) the actual cash value of the Vehicle at time of loss for Vehicle three (3) years old or older; and (B) the replacement cost value for Vehicles less than three (3) years old. Deductibles shall not exceed $10,000 for each loss, and District shall be named Loss Payee under the policy. The Contractor shall be responsible for payment of any loss under the deductible amount.

4) **Workers’ compensation and Employer’s Liability Insurance** – coverage of all of Contractor’s employees engaged in work under this Agreement as required under the Workers’ Compensation Act of the State of California.

5) **“All Risk” or Broad Form Property Insurance** – covering the Facilities and all Equipment and materials therein, with coverage sufficient to insure the full value of the Facilities and Equipment.
b) **Additional Insureds.** NCTD (and its Governing Body, officers, employees, volunteers, and agents) shall be named as an additional insured (without exclusions) for all insurance coverages required under this Section, other than Workers Compensation. NCTD shall be named as loss payee on all insurance covering the Facilities. The Contractor’s insurance shall be primary with respect to any insurance maintained by NCTD and not contributing with any other insurance maintained by NCTD.

c) **Notice.** All insurance policies required in this Section shall be endorsed to provide a sixty (60) day written notice to NCTD in the event of cancellation, renewal, or material change.

d) **Umbrella Policy.** The limits of liability as required under this Section may be provided by a single policy of insurance or a combination of policies including a so-called umbrella liability policy, provided that such umbrella policy provides each of the specific coverages required under subsection (a).

e) **Self-Insurance.** Self-insurance programs are subject to separate approval by NCTD, in its sole discretion, upon review of the Contractor’s financial capacity to provide such coverage. Any self-insurance program utilized by a Contractor must provide NCTD with at least the same coverage, limits of liability, and protection as would be afforded by first dollar insurance meeting the requirements of this Section.

f) **Minimum Insurance Requirements.** The types of insurance and limits of liability stated in this Section are the minimum acceptable to NCTD and shall in no way be construed as a limitation of Contractor’s liabilities and obligations arising out of the performance of this Agreement.

g) **Subcontractors.** The Contractor shall require all subcontractors performing work under this Agreement to carry insurance to the types and with limits of liability as the Contractor shall deem appropriate and adequate, in accordance with reasonable and prudent business practices; provided that if a subcontractor provides any of the required coverages specified in subsection (a), the liability limits shall be not less than those specified in that subsection. The Contractor shall obtain and make available for inspection by NCTD upon request Certificates of Insurance evidencing insurance coverages carried by such subcontractors.

h) **Required Ratings and Licenses.** All insurance required to be maintained or provided by the Contractor and subcontractors shall be with companies and through policies approved by NCTD. All such Insurance Companies shall carry a Best’s rating of A- (or equivalent) Level VII and be licensed by the State of California. NCTD has the right to inspect in person, prior to commencement of the Work, all of the Contractor’s insurance policies in regard to required insurance coverages.

i) **Proof of Insurance.**

1) **Evidence of Insurance.** Within five (5) calendar days after receipt of the Notice of Award, the Contractor shall submit to NCTD evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required under this Section. Such evidence shall include original copies of the ISO CG2010 (or insurer’s equivalent), signed by the insurer’s representative, and Certificate of Insurance (Accord Form 25-S or equivalent). All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer, and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

2) **Renewal or Replacement Policies.** The Contractor shall furnish Certificates of Insurance for renewal or replacement policies no later than five (5) days prior to the expiration date of any policy provided in compliance with the requirements of this Section.
3) **Certified Copies.** The Contractor shall furnish a certified copy of any insurance policy purchased in accordance with this Section upon request and within a reasonable time from the date of the request.

j) **Subrogation.** The insurance providers shall waive all rights of subrogation and contribution against the additional insureds, while acting within the scope of their duties, regardless of any active or passive negligence by the additional insureds.

k) **Failure to Procure.** If at any time during the Agreement term the Contractor fails to provide the insurance required above, District reserves the right, but not the obligation, to purchase other insurance to protect NCTD’s interest, and to charge the Contractor, or withhold from the Contractor’s payments, the full cost of such insurance.

### 04.03 LIABILITY AND INDEMNIFICATION

This liability and indemnification section shall apply to all claims, suits actions, lawsuits of every kind and description for liability or loss filed in connection with the Contractor’s work pursuant to the Contract.

#### A. Indemnification

1) **Indemnity.** Contractor shall, to the fullest extent permitted by law, hold harmless, protect, defend and indemnify NCTD and its Board of Directors and each member of the Board, officers, agents and employees, representatives and their successors and assigns (“NCTD ” and/or “ Indemnified Parties”), from and against any and all losses, liabilities, claims, suits, damages, expenses and costs including reasonable attorney's fees and costs, and expert costs and investigation expenses arising out of or attributable, in whole or in part, by the performance or failure to perform by Contractor, its employees, representatives, subcontractors, or agents regardless of whether or not such claim, loss or liability is caused, in part by a party indemnified hereunder.

2) **General Indemnity Provisions.** This indemnity is in addition to any other rights or remedies which NCTD may have under the law or this Agreement. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, NCTD may, at its sole discretion, reserve, retain or apply any monies due to Contractor under this Agreement for the purpose of resolving such claims; provided however, that NCTD may release such funds if Contractor provides NCTD with reasonable assurances of protection of the NCTD's interest. The NCTD shall, in its sole discretion determine whether such assurances are reasonable.

Contractor agrees that its duty to defend the Indemnified Parties arises upon an allegation of liability based upon the performance of services under this Agreement by CONTRACTOR, its officers, agents, representatives, employees, sub-Contractors, or anyone for whom Contractor is liable and that an adjudication of Contractor's liability is not a condition precedent to Contractor's duty to defend. Contractor shall defend, at Contractor's own cost, expense and risk, with counsel of NCTD's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Indemnified Parties. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Indemnified Parties, in any such suit, action or other legal proceeding. Contractor shall reimburse the Indemnified Parties for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Contractor acknowledges that the indemnifications contained herein are intended, in part, to operate as indemnifications under Section 9607(e)(1) of the Comprehensive Environmental Responses, Compensation, and Liability Act (42 USC Section 9601, et seq.) as may be hereinafter amended.
Contractor agrees to indemnify and defend NCTD in the event NCTD withholds production of records which Contractor has marked “Confidential” “Trade Secret” “Proprietary”, or similar designations, that are responsive to a Public Records Act request pursuant to California Government Code section 6250. et. seq. or a Freedom of Information Act request. Contractor shall defend, indemnify and hold NCTD, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws, if applicable.

B. Handling of Claims

1) **Allocation of Liability.** The Contractor shall assume liability for NCTD in all claims, lawsuits or actions against NCTD and the Contractor as of the effective date of the Contract. NCTD will not hold harmless or indemnify the contractor for any liability whatsoever.

2) **Contractor Duties.** The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, at its sole expense and agrees to bear all other costs and expenses related thereto, whether or not it is alleged or determined that the Contractor was negligent, and without regard to whether such claim is groundless, false, or fraudulent.

3) **Notice.** NCTD agrees that it will notify the Contractor in writing within ten (10) days of receipt or notice of any claim described in subsection (a); provided that the failure of NCTD to so notify the Contractor shall not relieve the Contractor of any of its obligations under this Section.

4) **Assumption of Defense.** The Contractor shall have the right to assume the defense of all claims that might be threatened or instituted, and agrees that it will assume all responsibility for the investigation, handling, and defense of such claims unless NCTD notifies the Contractor that it elects to be represented by counsel of its own selection in connection with any such claim.

5) **Assistance by NCTD.** NCTD shall provide such assistance (except financial) for the defense of any claims as is reasonably required by the Contractor. NCTD shall not make any admission of liability with respect to a claim or seek to settle or compromise a claim without the prior written consent of the Contractor. The Contractor agrees to inform NCTD as to all correspondence and proceedings in respect to any claim as to which indemnity is sought and to consult with NCTD with respect to all matters relating to any claim.

6) **Claims Review Meetings.** NCTD and the Contractor shall hold on-site Claims review meetings on a quarterly basis.

C. **Pollution Liability**

The Contractor shall at its sole expense, indemnity, defend and hold harmless, NCTD, its Board of Directors, officers, employees and agents from any and all liability for any loss for injuries to or death to person or persons as a result of environmental pollution or damage or destruction to the environment that occurs on or after the date the contractor assumes responsibility or control of any part or segment of the property utilized in the Contract.
05 PROPOSAL REQUIREMENTS AND EVALUATION CRITERIA

05.01 AWARD DETERMINATION

The Contract resulting from this RFP will be awarded to the responsive and responsible Proposer whose proposal, conforming to the requirements of the RFP, is determined to be the Overall Best Value to NCTD based on the RFP and its evaluation criteria. Accordingly, NCTD may not necessarily make an award to the Proposer with the highest technical evaluation determination or with the lowest cost, as doing so would not be the Overall Best Value decision for NCTD.

05.02 FINANCIAL RESPONSIBILITY

The Proposer shall submit with its offer a statement of financial responsibility in sufficient detail to be readily verified. The Proposer shall submit the most recent three (3) years of complete audited financial statements. If the Proposer’s most recent audited financial statement is more than fifteen (15) months old, then the Proposer shall also submit a letter from the current audit company stating the status of the current year audit, expected completion of audit and summary financial numbers.

All documents submitted with this proposal become the property of NCTD. The Proposer may provide the financial information in a sealed envelope marked as “Confidential Financial Information” as a part of its bid package. If this is done, then financial information shall not be considered part of the public record, otherwise these documents shall be considered public records and as such may be subject to public review.

Upon NCTD’s review of the financial information, if NCTD in its sole discretion determines that the Proposer’s statement of financial responsibility does not contain a sufficient demonstration of the Proposer’s ability to sustain the financial obligations required for performance of the Statement of Work, then NCTD shall request and Proposer shall submit information from the Proposer and/or Proposer’s parent company and affiliates demonstrating: (a) the capacity of the parent company and/or affiliates to sustain those obligations and (b) the willingness of the parent company and/or affiliates to provide necessary financial support for the proposer. Any such information submitted by parent or affiliate companies may be submitted in a sealed envelope marked as “Confidential Financial Information” as a part of the bid package or any response to a request by NCTD for supplemental information. If Proposer has marked a document as “Confidential Financial Information”, such financial information shall not be considered part of the public record, otherwise these documents shall be considered public records and as such may be subject to public disclosure.

05.03 IDENTIFICATION OF COST SAVINGS (POST AWARD)

Proposers are encouraged to cite any economies of scale that may benefit NCTD. Proposers are further encouraged to be as specific as possible and list all areas affected and how NCTD costs could be reduced and demonstrate efficiencies and any other benefits that could be realized. Proposers should also provide any recommendations to promote service quality or efficiency.

05.04 CONTRACTOR VALUE CHANGE PROPOSALS (VCP)

After Contract award, NCTD encourages the Contractor to submit VCPs whenever the Contractor identifies areas and/or instances in which improvements can be made, in order to benefit NCTD with potential cost savings. The Contractor and NCTD will share equally in any savings realized from the implementation of VCP’s in the manner described below.
This Subsection applies to a Contractor-developed and documented VCP that:

1) Requires a change to the Agreement.
2) Reduces the Agreement price without impairing essential functions or characteristics of the work, providing that it is not based solely upon a change of specified quantities; and
3) Results in a minimum ten thousand dollars ($10,000) net savings.

At a minimum, the following information shall be submitted by the Contractor with each VCP:

1) A description of the existing Agreement specifications that are involved in the proposed change;
2) A description of the proposed change;
3) A discussion of the differences between the existing requirements and the proposed change, together with advantages and disadvantages of each changed item;
4) An itemization of the Agreement requirements that must be changed if the VCP is accepted (e.g., specifications);
5) A justification for changes in function or characteristics of the service, and the effect of the change on the performance of the service;
6) A date or time by which a Supplemental Agreement adopting the VCP must be issued in order to obtain the maximum cost reduction, noting any effect on the Agreement service or schedule; and
7) A cost estimate for the existing Agreement requirements correlated to the Contractor's unit cost for Defined Tasks, or estimates for Unanticipated Tasks, and the proposed changes in those requirements, including costs of development and implementation by the Contractor.

The Contractor shall submit VCPs to NCTD. NCTD will process proposals expeditiously, but shall not be liable for any delay in acting upon any proposal submitted pursuant to this clause. The Contractor may withdraw all or part of any VCP at any time prior to acceptance by NCTD, but shall be liable for costs incurred by NCTD in reviewing the proposal.

At its sole discretion, NCTD may accept, in whole or in part and by the issuance of a Supplemental Agreement, any VCP submitted pursuant to this clause. Specifications for accepted VCPs will be prepared by NCTD for incorporation into the Agreement Specifications. Until a Supplemental Agreement is issued on a VCP, the Contractor shall remain obligated to perform in accordance with the Agreement. The decision of NCTD as to the rejection or acceptance of any VCP shall be at the sole discretion of NCTD and is final.

If a VCP submitted by the Contractor pursuant to this clause is accepted, the Agreement Price shall be adjusted based upon an equal sharing of the Net Savings (NS) by the Contractor and NCTD expressed by the formula:

$$NS = (GS - CC - NC)$$

where:

- **GS** to the Contractor - the difference between the cost of performing the work according to the existing requirement and the cost to perform the work specified in the proposed change. In each instance, the Contractor’s profit shall not be considered part of the cost.
- **CC** - reasonable, verifiable Costs incurred by the Contractor in preparing the VCP and making the change, such as cancellation or restocking charges.
- **NCTD’s costs** - reasonable, verifiable costs incurred by NCTD for evaluating and implementing the VCP, including the effect on other Agreements.
- **NS** - gross savings (GS) less the Contractor’s Costs (CC) and less NCTD’s Costs (NC); NS= (GS-CC-NC).

**Collateral savings** - the measurable net reductions in NCTD’s costs of operation that result from the VCP including maintenance, logistics, and NCTD furnished property.
The Contractor is not entitled to share in either collateral or concurrent future Agreement savings. Concurrent Agreement savings cover the reductions in the cost of performance of other Agreements the Contractor is participating in for essentially the same item resulting from a VCP submitted by the Contractor.

The Contractor’s profit shall not be reduced by application of the VCP. The Contractor shall include appropriate VCP provisions in all Subcontracts (agreements between the Contractor and any third party that are included in NCTD’s Contract) of twenty thousand dollars ($20,000) or greater, and shall include those provisions in any Subcontracts. Subcontracts shall state that any benefits accruing to the Contractor as a result of an accepted VCP initiated by a Subcontractor shall be shared by the Contractor and the Subcontractor in a manner specified in the Agreement between them. Concurrent Agreement savings on other NCTD Agreements where the Subcontractor is participating are not allowable.

Data supplied pursuant to the clause entitled Value Change Proposals (VCP) herein for the subsequent Agreement shall not be disclosed to any outside person and/or agency, and/or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a VCP submitted under said clause. This restriction does not limit NCTD’s right to use information contained in this VCP if it is or has been obtained, or is otherwise available, from the Contractor or from another source without limitations. If a VCP is accepted by NCTD after the use of the data in an evaluation, NCTD may duplicate, use, and/or disclose any data reasonably necessary to the full utilization of the VCP, as accepted, in any manner and for any purpose whatsoever. NCTD may allow others to do so as well.

05.05 PROPOSAL REQUIREMENTS AND ORGANIZATION

General Requirements

Proposers shall submit Proposals that are clear, concise and complete and shall demonstrate the Proposer's qualifications and experience to perform the Work. Proposers shall review and base their proposal on the Scope of Work located in RFP Exhibit A, all terms and conditions of the RFP, and evaluation criteria. Strict conformance to the specified proposal format and completeness of required content are essential. Lack of any listed item may disqualify a proposal, at NCTD’s discretion.

Proposals shall be submitted in a package marked with the Company Name, RFP Number and RFP title. One (1) copy shall contain all original signatures and be marked “ORIGINAL”. Proposer shall also submit one (1) digital (thumb drive) with the Proposal in PDF format and ten (10) hard copies of their proposal marked “COPY” for a total of ten (10) printed copies, one (1) original printed copy and one (1) copy on electronic media.

Proposals shall be submitted in three ring binders. Cost Proposal sheets (found in Exhibit B) shall be separately placed into sealed envelopes separate from Technical Proposals and labeled “confidential.” Each section of the proposal shall be tabbed in accordance with the below numbering system as to aid in expedient location of information and provide for consistent proposal organization:

Tab 1: Cover Letter: Identify the proposal by the RFP title. Provide a summary emphasizing the distinguishing factors that highlight your ability to perform the services described herein. It should be brief (two (2) pages maximum), and include all contact information inclusive of the name, address, and location of office, telephone number, email address, title, and signature of the contact person for this proposal. The signatory shall also be a person with the official authority to bind the company.

Tab 2: Qualifications and Experience: Provide a summary of your company’s background, skills and experience in the subject-matter and overall performance of services associated with the Statement of Work. Provide a detailed list of key personnel in the proposed team, their titles and tasks to be assigned relative to the services identified in the Statement of Work. List the qualifications and all relevant experience of the Key Personnel as provided in Section 5 of the Scope of Work (Exhibit A), with the proposed General Manager listed first.
Tab 3: Past Performance (references): Describe specifically your company’s experience in providing services listed in the Statement of Work similar in scope, magnitude, and complexity. This should include references from past and current projects (including with NCTD, if applicable). This should also include relevant past performance from the proposed team, including proposed Prime and its Subcontractors.

Tab 4: Technical Approach: Provide a narrative illustrating the approach to providing the deliverables for each task, which shall include but is not limited to: quality assurance methods, proposed schedule/time lines with milestones, roles and responsibilities, capabilities and capacities, and administrative approach.

Tab 5: Productivity Commitment: Proposers shall provide a productivity commitments that will be binding for the duration of the Contract term. Following are the three (3) areas that NCTD requires a commitment:

1) Productive/Revenue Hours Worked per Vehicle Operator
2) Productive Hours Worked per Equipment Maintainer
3) LIFT Revenue Passengers per Revenue Hour

Tab 6: Training Safety and Regulatory Compliance: Provide current safety and security programs which proposer has implemented for other currently contracted rail service operations, as well as drafts proposed for NCTD for services to be provided according to the Statement of Work which shall demonstrate its administration, oversight and compliance.

Tab 7: Labor Code Compliance: Proposers shall provide a hiring plan that will be in compliance with the California Labor Code

Tab 8: Required Submittal Documents. Complete Attachments 1-17 of Section 06: Submission Documents of the RFP.

Tab 9: Cost Proposal. Complete Attachment 16 of Appendix 02 of the RFP as provided and include any other pertinent cost information. Place in separate sealed package and mark as “CONFIDENTIAL”.

05.06 PROPOSAL EVALUATION PROCESS

Proposals will be evaluated based upon the information provided in response to the RFP. A Source Selection Committee (SSC) will be established of individuals with experience and expertise deemed relevant in order to evaluate the submissions. The SSC may include representatives from NCTD, both voting and non-voting members (Technical Advisors), representatives from other agencies, and the general public.

NCTD reserves the right to request clarification and/or request additional information from the Proposer if necessary. Such clarifications and/or additional information shall be provided by the Proposer as an Addendum to their submission upon request from the Contracting Officer. However, since NCTD has no obligation to seek additional information, Proposers are advised to provide complete information in their proposal. Steps 3-6 are at the sole discretion of NCTD, Proposer is advised to provide its submission without the expectation of NCTD to exercise any of the options.

NCTD reserves the right at any time during the solicitation process to conduct visits to inspect the Proposer’s facilities, offices, and/or other transit systems for which the Proposer has supplied the same or similar services.

STEP 1: RESPONSIVENESS AND RESPONSIBILITY REVIEW

NCTD’s Contracting Officer shall perform an evaluation of all proposals in order to determine if a Proposer meets the requirements of the RFP and to ensure that unacceptable exceptions or conditions are not proposed. This is a “PASS/FAIL” determination. NCTD reserves the right to waive any minor irregularities
or to seek additional clarifications from Proposers. Only proposals receiving a “PASS” determination will be evaluated further.

**STEP 2: EVALUATION OF QUALIFICATIONS**

The proposals shall be evaluated based on findings of strengths and weaknesses, utilizing a numerical value and narrative(s) as established herein, of how responsive each proposal is to the stated “Evaluation Factors”.

During evaluations, NCTD’s Contracting Officer may request clarifications when necessary. After evaluation of the technical criteria, NCTD reserves the right to short list the Proposers resulting from the SSC’s evaluation.

**STEP 3: SELECTION OF PROPOSERS**

The selection process will be conducted in a manner providing maximum full and open competition. The selection process will involve “two-envelopes” whereby the firm’s technical proposal is evaluated based on the published RFP criteria (envelope #1). After the SSC has completed its technical evaluation, the priced proposal (envelope #2) shall be opened, evaluated and compiled with the technical score. To ensure a fair and impartial evaluation of technical proposals, price will not be introduced to the selection committee until their technical evaluation is completed.

The SSC may authorize the use of oral presentations and/or interviews as a method of discussion. The SSC may invite the short list of Proposers to make a presentation, or participate in interviews with NCTD at a date, time and location determined by NCTD. The purpose of such presentations or interviews would be for the SSC to re-evaluate Proposers based on the same evaluation criteria as contained herein.

**STEP 4: NEGOTIATIONS**

NCTD may, at its sole discretion, enter into negotiations with the Overall Best Value Proposer. Negotiations may include, but not be limited to: statement of work, contract schedule, contract terms and conditions, specifications, and price. NCTD has final authority to terminate negotiations with the Overall Best Value Proposer and continue to the next Overall Best Value Proposer.

The SSC may also ask for one or more Best and Final Offers (BAFO) at any time prior to its final determination and rescore as necessary, always using the Proposal Evaluation Factors, the Proposal Evaluation Method and Scoring.

**STEP 5: FINAL DETERMINATION**

It is the task of NCTD to independently evaluate each proposal and then collectively score each proposal in accordance with the evaluation factors, and successfully negotiate an Agreement.

**05.07 PROPOSAL EVALUATION FACTORS**

The Proposal Evaluation Factors are listed in their relative order of importance:

1) Safety and Regulatory Compliance (20%)
2) Technical Approach (20%)
3) Productivity Commitment (15%)
4) Qualifications, Experience (10%)
5) Past Performance (10%)
6) Labor Code Compliance (10%)
7) Cost (15%)
05.08 PROPOSAL EVALUATION METHOD AND SCORING CRITERIA

<table>
<thead>
<tr>
<th>Qualifications and Experience</th>
<th>Relative Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporate Qualifications</td>
<td>10%</td>
</tr>
<tr>
<td>Corporate Experience</td>
<td></td>
</tr>
<tr>
<td>Key Personnel Qualifications</td>
<td></td>
</tr>
<tr>
<td>Key Personnel Experience</td>
<td></td>
</tr>
</tbody>
</table>

| Past Performance             | 10%             |
| Scope Relevancy              |                 |
| Magnitude Relevancy          |                 |
| Complexities Relevancy       |                 |

| Technical Approach           | 20%             |
| Management Plan              |                 |
| General Approach             |                 |
| Interface                    |                 |
| Mobilization Plan            |                 |
| Typical Day                  |                 |
| Service Management Plan      |                 |
| BREEZE Operations Plan       |                 |
| LIFT Operations Plan         |                 |
| FLEX Operations Plan         |                 |
| Fleet Management Plan        |                 |
| Facility and Equipment Plan  |                 |
| Staffing and Personnel Plan  |                 |
| QA/QC Plan                   |                 |

| Productivity Commitment      | 15%             |
| Productive Hours Per Vehicle Operator | |
| Productive Hours Per Maintainer | |
| LIFT Revenue Passengers Per Revenue Hour | |

| Training, Safety and Regulatory Compliance | 20% |
| Operator/Maintainer Rule Books | |
| Emergency Management Plan | |
| Safety and Security Programs and Plans | |
| Training Plan and Program | |
| Submitted NCTD Draft Programs and Plans | |
| Civil Rights Program | |

| Labor Code Compliance        | 10%             |

| Cost                         | 15%             |

05.09 QUALIFICATIONS AND EXPERIENCE (10%)

Proposers shall indicate their qualifications, skills, experience, expertise, licenses, and financial resources available to support their provision of Agreement Services. Proposers shall furnish a detailed description of work they have performed or are currently performing for other public transit agencies and transit clients and how they are pertinent to their proposals to provide Agreement Services. The Proposers shall furnish
references for each of such clients. Descriptions shall include the key management personnel involved, technical accomplishments, and the degree of participation by Proposers.

In responding, Proposers shall include supporting information in their proposals regarding each of the following:

1) **Corporate skills and experience regarding similar or related projects, with emphasis on experience in the U.S.** Provide an overview of the firm, including a summary of the firm’s experience in the delivery of fixed route public transit, paratransit, specialized transportation and facilities and equipment maintenance. Provide a summary of any other relevant firm experience which will contribute to success of this project.

2) **All proposed subcontractors who have been utilized on similar or related projects, and their corporate skills and experience, with emphasis on experience in the U.S.**

3) **Successful coordination with Federal, state and local regulatory agencies in completing projects.**

4) **Experience in providing operating and maintenance services for fixed route, ADA paratransit and demand response services respectively.**

5) **Corporate oversight plan(s) implemented for current operations.** Explain how the firm's structure and resources will enhance the delivery of services provided to NCTD. Include an organizational chart showing this project and how it will report to and be supported by the Proposer's organization. Introduce any corporate personnel who will directly oversee and/or support this project and explain their duties and level of commitment to this project.

6) **Corporate innovative plans, programs, and practices that have resulted in documented and verifiable efficiency improvements, cost savings and or ridership increases.**

Proposers shall provide information regarding key management personnel as specified in Section 5 of the Scope of Work, Exhibit A. Introduce each of the key managers who will be assigned to this project and include resumes for each. Each resume should be limited to one page and include a summary of relevant professional experience demonstrating that the individual meets the requirements set forth in Exhibit B for the position to which s/he will be assigned. The resume should include at least three professional references.

All management positions designated by Proposers shall work exclusively in providing Agreement Services.

**05.10 PAST PERFORMANCE (10%)**

With regard to similar or related projects, Proposers shall provide a list of all current and past contracts of similar size and scope which the firm has operated over the last ten (10) years with the following supporting information:

1) **Contact name, address, telephone number, facsimile, and e-mail address.**
2) **Size and performance of services.**
3) **Commencement date of the performance of services.**
4) **Whether the services have been completed or are ongoing.**
5) **Professional References for each client**
The relevancy of past performance will be made through a comparison of recent performance of services accomplished by the Proposer to the identified performance required by this solicitation. In determining relevance, consideration will be given to projects similar to this solicitation in scope, magnitude and complexity.

1) **Scope**: identified performance will be compared to the requirements of the identified scope of services as contained herein.

2) **Magnitude**: the price per year for each identified performance will be compared to the price per year as estimated for performance of services as contained herein.

3) **Complexities**: identified performance will be compared to the training and administrative support performance relative to the services contained herein.

The definitions of relevancy are as follows:

1) **Relevant** - Present/past performance of similar services and magnitude of effort and complexities this solicitation requires.

2) **Not Relevant** - Present/past performance services involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

NCTD may consider services performed for agencies including federal, state, or local governments and commercial customers. The evaluation may also include review of services performed by other divisions, Subcontractors, or teaming contractors, if such resources will be brought to bear or significantly influence the performance of the proposed services. For Subcontractors/teaming partners the relevancy determination will focus on the present and past performance work history as it relates to the specific extent of work that the Subcontractor/teaming partner is proposed to perform. For the prime contractor, the relevancy determination shall include comparison to the entire performance of service identified for this solicitation, inclusive of Prime/Subcontractor performance.

In making the determination of how well the Proposer performed on previous efforts, NCTD reserves the right to use both data provided by the Proposer and data obtained from other sources. Where the relevant performance record indicates performance problems, NCTD will consider the number and severity of the problems and the appropriateness and effectiveness of any corrective actions taken (not just planned or promised). NCTD may review more recent contracts or performance evaluations to ensure corrective actions have been implemented and to evaluate their effectiveness.

**05.11 TECHNICAL APPROACH (20%)**

Management Plan

Proposers shall describe business practices and innovative management techniques, methodologies, and concepts they propose to utilize in carrying out the functions prescribed in this RFP to maintain and improve the quality of Agreement Services. Proposers shall include an organizational chart reflecting the names, reporting relationships, titles, and geographic location of key management personnel. A description of how key management functions will be distributed among key management personnel should be furnished.

Proposer shall designate one individual by name and title who shall be responsible and maintain full authority to make all operational and policy decisions on behalf of the Contractor. Said individual shall be required to be headquartered at the West Division Operations Facility and designated as General Manager of the services. The individual so designated shall serve as the Proposers liaison with NCTD regarding all issues pertaining to the Contract and/or performance of Services. NCTD requires the Contractor to retain this individual as General Manager for a period of not less than three years from the date of the start of Mobilization.
General Approach

Proposers are required to describe the business practices, techniques, methodologies, and concepts they propose to utilize in carrying out the functions prescribed in this RFP for Agreement Services. In presenting an overall approach to the Services identified herein, Proposer shall demonstrate their fixed route and ADA demand service operations, including scheduling and dispatching, as well as maintaining equipment and facilities.

Proposers shall describe how their approach to providing fixed route, ADA para-transit and demand response operations and maintenance to NCTD, which shall, at a minimum, address the following:

1) Maintain and improve quality of NCTD’s fixed route, ADA para-transit, demand response operations and maintenance services.
2) Develop an operating plan describing how service requirements will be met and improved.
3) Adopt operational and maintenance goals and objectives.
4) Implement potential efficiencies regarding the cost of providing all services.
5) Transition and mobilize to new Contract (as applicable).
6) Ensure safety measures, and comply with California Highway Patrol (CHP), Federal Transit Administration (FTA), and Department of Transportation (DOT), American Public Transportation Association (APTA) and NCTD safety regulations and standards.
7) Ensure that Proposer’s decision-making authority is retained locally.
8) Make available additional corporate resources, if necessary.
9) Coordinate activities, administration, and decision-making with sub-contractors.
10) Hire, train, as required, certify employees required to administer, maintain and operate services and infrastructure.

Proposers shall also describe how they propose to coordinate day-to-day activities with NCTD’s other contracted rail and facilities maintenance contractors as it relates to projects or potential service disruptions.

Interface

Proposers shall describe how they propose to coordinate with NCTD and their adjoining public transit agencies; Orange County Transit Agency (OCTA), Metropolitan Transit System (MTS) and Riverside Transit Agency (RTA), as it relates to connecting services and potential service disruptions.

Mobilization Plan

As outlined in the Scope of Work of the RFP, Exhibit A, Section 22, Proposers shall provide a Mobilization Plan describing in detail the steps they will take to initiate the services as contained herein. The Mobilization Plan shall include a step-by-step schedule for mobilization of the Contractor’s performance of services. Proposers shall also provide a detailed description of the steps they intend to institute to successfully assume responsibility of the Agreement Services from the current contractor (if the Proposer is not providing those services at the present time). The Mobilization Plan shall also include arrangements for periodic written progress reports to NCTD and monthly meetings with NCTD personnel.

The Mobilization Plan shall include, at a minimum, the following elements:

1) Staffing and organization plans, including designation of key management personnel.
2) Employee hiring, qualifying and certification plans.
3) Description of training and certification programs.
4) Transition and service continuity plans.
5) Temporary physical plant requirements.
6) Access arrangements required from NCTD.
7) Support required from NCTD.
8) Telephonic and computer interconnectivity requirements.
9) Establishment of plan to develop familiarity fleet maintenance facility maintenance, and material management information system in to JD Edwards.
10) Procurement of permits for West and East Division buildings.

Typical Day

In addition to the detailed operations and maintenance plans of this section, the Proposer shall provide a narrative description of a proposed typical 24-hour day in the operations of NCTD fixed route, ADA para-transit, demand response operations and maintenance service. This narrative shall include the proposed personnel distributions, shifts, and activities for transportation, maintenance of equipment, scheduling, and dispatch activities.

Service Management Plan

Proposers shall provide a Plan to support Service Management per Sections 8, 9 and 10 of the Scope of Work. The Plan shall address, at a minimum, the following:

1) Deployment plan for vehicle operators, stand by operators, including how extra board requirements will be met and scheduled, and the availability of operators Bus Bridges and/or Additional Scheduled Service.
2) Deployment plan, roles and responsibilities for Dispatch, Service Management Dispatch, Road Supervision, and Supervisory staff.
3) Strategies to mitigate loss of service.
4) Performance metrics and standards.

BREEZE Operations Plan

Proposers shall provide a Plan to support BREEZE Operations in accordance with regulatory and NCTD requirements as specified in Section 8 of the SOW. The Plan should address how the Proposer intends to meet the established performance requirements for this service.

LIFT Operations Plan

Proposers shall provide a Plan to support LIFT Operations in accordance with regulatory and NCTD requirements as specified in Section 9 of the SOW. NCTD encourages proposers to provide stable and innovative strategies that support NCTD’s goals. The Plan should address how the Proposer intends to meet the established performance requirements for this service.

FLEX Operations Plan

Proposers shall provide a Plan to support FLEX Operations in accordance with regulatory and NCTD requirements as specified in Section 10 of the SOW. NCTD encourages proposers to provide stable and innovative strategies that support NCTD’s goals. The Plan should address how the Proposer intends to meet the established performance requirements for this service.
Fleet Management Plan

Proposer shall provide a Plan that addresses the requirements of Section 12 of the Scope of Work and shall address, at a minimum, the following:

1) Preventive Maintenance program for NCTD Rolling Stock and other equipment and vehicles, including:
   a) Establishment of a comprehensive preventative maintenance plan, including scheduling of inspection/maintenance cycles; regular maintenance; On-Board equipment maintenance; and overhauls. The Proposer shall detail whether they plan to utilize a progressive, periodic, or other approach to maintenance. Note: in cases where this RFP identifies inspection frequencies, these frequencies identify the minimum amount of maintenance required. The Proposers are encouraged, where appropriate and cost-effective, to exceed these minimum requirements. In cases where the RFP does not specify frequencies, the Proposer shall propose their appropriate frequency as part of the Operations and Maintenance Plan.
   b) Procedures and Practices to be followed at each inspection/maintenance cycle.
   c) Process, electronic data system, and documentation used to maintain vehicle inspection records
   d) Plan for operating and maintaining the vehicles throughout the 24 hour period.
   e) Annual recommended maintenance and capital plan.

2) Unscheduled Maintenance of NCTD vehicles, including:
   a) Procedures and Practices to be followed when performing unscheduled maintenance, including “go/no-go” and “work-around” criteria.

3) Annual Vehicle Overhaul Summary to include overhaul scope and frequency for BREEZE, LIFT, FLEX and non-revenue support vehicles.

4) Process and documentation used for work orders and vehicle inspection records.

5) Cleaning and washing, including:
   a) Schedule of interior and exterior cleaning at West and East Operations Facility.
   b) Bi-annual (twice per year) waxing and detail plan for all vehicles.
   c) Procedures and practices to be followed at each type of cleaning.

6) Quality Assurance/Quality Control Plan including, but not limited to:
   a) Scheduled maintenance.
   b) Unscheduled maintenance.
   c) Overhauls

7) Warranty Procedures, especially handling repairs/resolution of items under separate manufacturers’ warranty.


9) Use of JD Edwards for Fleet and Materials Asset Management
Facilities and Equipment Maintenance Plan

Proposer shall provide a Plan that addresses the requirements of Section 14 of the Scope of Work. NCTD encourages proposers to provide stable and innovative strategies that support NCTD’s goals. The Plan should address how the Proposer intends to meet the established performance requirements for this service.

Staffing and Personnel Plan

Proposers will provide a Staffing and Personnel Plan that addresses the requirements of Section 5 of the Scope of Work and at a minimum, the following:

- Number of employees by job classification and shift. Unless otherwise specifically indicated by the Proposer, employees listed shall be assumed to be dedicated fulltime to NCTD services.
- Basis for determining productive hours worked by revenue vehicle operators and maintainers that drive number of staff needed to perform services.
- Rates-of-Pay by job classification.
- Number of part-time employees by job classification.
- Insurance benefits that will be provided to employees.
- Retirement/Savings Plans that will be provided to employees.
- Employee incentive plans that will be offered to employees.
- Joint management/labor programs to be implemented.
- Dispute resolution and grievance procedures that will be applied.
- Collective bargaining terms that are assumed in the Contractor’s proposal
- Personnel management program and procedures to include detail on hiring and retention plans.
- Drug and Alcohol Program.

QA/QC Plan

Proposers shall provide a Quality Control Program Plan that specifies the standards for all aspects of work to ensure the highest quality standards that are consistent with regulatory and NCTD requirements. This Plan shall address the requirements as specified in the Scope of Work.

05.12 PRODUCTIVITY COMMITMENTS (15%)

Proposers shall provide a productivity commitments that will be binding for the duration of the Contract term. Following are the three (3) areas that NCTD requires a commitment:

1) Productive/Revenue Hours Worked per Vehicle Operator
2) Productive Hours worked per Equipment Maintainer
3) LIFT revenue passengers per revenue hour
05.13 TRAINING, SAFETY AND REGULATORY COMPLIANCE (20%)

Proposers shall submit, with their proposals, current programs which proposer has implemented for other currently contracted bus service operations, inclusive of the following:

1) Employee Safety Plan(s) that complies with the Safety Management System (SMS) Philosophy: Covering all crafts and employee classifications, including administrative, maintenance, operating and support; labor/management joint safety initiatives; hazard identification and resolution; safety assurance and oversight; required accident/injury and illness prevention plans

2) Hazardous Materials & Waste Management Plans

3) Emergency Management and Evacuation Plans for the facilities the Contractor shall occupy.

4) Emergency Management and Evacuation Plans for the vehicles the Contractor shall operate

5) Accident & Incident Investigation Procedures and Reporting Procedures

6) Safety Plan for entire operation including the shop. The plan must incorporate the Safety Management System (SMS) philosophy

7) Comprehensive Training Plan for all crafts and employees

8) Personal Electronic Device (PED) procedures

9) Operational Rule Book

10) Efficiency Testing Plan

11) Internal Safety Audit Procedure (FTA MAP21 Compliant)

12) Plan outlining safety meetings, hazard Management/risk mitigation

Proposers shall also submit, with their proposal, draft programs that shall be consistent with NCTD’s Integrated Safety Management System Plan (ISMSP), the System Security and Emergency Preparedness Plan, the NCTD Fleet Maintenance Plan and in compliance with all applicable regulations. The Security Management Plan (draft or example) shall outline the security related duties and responsibilities of the Contractor’s employees for this contract. The plan shall also identify specific job titles and/or classifications and their security related duties and responsibilities. Additionally, proposers’ plans shall be compliant with MAP 21 requirements, and provide a summarization that outlines their clear and comprehensive understanding of MAP 21, Title 49 CFR Parts 300-399 and 600-699, and OSHA requirements.


All documents must meet all of NCTD’s policies and procedures such as ISMSP, SOP’s, SSEPP, etc.

Civil Rights Program: Proposers shall provide details in their proposal on how they intend to comply the Scope of Work, Section 3.7 ‘Civil Rights Program’ requirements. Areas to consider discussing may include, but are not limited to:

- Overall design of the proposers’ Civil Rights Program, including proposed procedures, staff training, proactive efforts, outreach, and compliance with pertinent federal and State of California civil rights laws;

- Background and experience of person(s) responsible for development and implementation of the proposers Civil Rights Program;

- Reporting relationships to the NCTD Civil Rights Officer and Contractors corporate office.
05.14 LABOR CODE COMPLIANCE (10%)

Proposer’s hiring and staffing plan must be in compliance with the California Labor Code; specifically, in accordance with Labor Code Section 1070-1074:

- The Proposer shall declare as part of the proposal whether or not employees of the prior Contractor or Subcontractor are to be retained for a period of not less than 90 days.
- NCTD shall give a 10 percent preference to any proposer who agrees to retain the employees of the prior Contractor or Subcontractor.

Proposer’s hiring and staffing plan must also be in compliance with the Transit Employee Protective Agreements, 49 U.S.C. § 5310, § 5311, and § 5333 and 29 Code of Federal Regulations Part 215 (Exhibit H).

05.15 COST (15%)

Cost proposals will be evaluated after the completion of the technical review. Scores will be higher based on the value of the overall cost proposal and how accurately the proposed cost reflects the anticipated cost for the services requested. This is a best value contract and as such, NCTD is looking for proposals that increase operational efficiency at a cost that is commensurate with the level of service that is proposed.

NCTD will consider the three year option pricing when evaluating the overall cost proposal and the total number of points awarded under this category will be based on the overall cost proposal, including the evaluated option pricing.

All cost proposals shall be submitted on the forms provided in Exhibit B. Any deviation will be grounds for disqualification.

05.16 EVALUATION PROCESS

Proposals will be evaluated based upon the information provided in response to the RFP. A source selection committee (“SSC”) will be established of individuals with experience and expertise deemed relevant in order to evaluate the proposal. The SSC may include representatives from NCTD, both voting and non-voting members (technical advisors), representatives from other agencies, and the general public.

NCTD reserves the right to request clarification and/or request additional information from the proposer if necessary. Such clarifications and/or additional information shall be submitted by the proposer as an addendum to their proposal upon request of the contracting officer. However, since no additional input may be requested, proposer is advised to submit complete information in their proposal. Steps 4-6 are at the sole discretion of NCTD, proposer is advised to submit their proposal without the expectation of NCTD to exercise any of the options.

Step 1: Responsiveness and Responsibility Review

The contracting officer shall perform an evaluation of all proposals in order to determine if a proposer meets the requirements of the RFP and to ensure that unacceptable exceptions or conditions are not proposed. This is a “pass/fail” determination. NCTD reserves the right to wave any minor irregularities or to seek additional clarifications from proposers. Only proposals receiving a “pass” determination will be evaluated further.

Step 2: Evaluation of Technical Proposal

The technical proposal shall be evaluated and scored based on findings of strengths and weaknesses of how responsive each technical proposal is to the stated “evaluation criteria”.

Page 45 of 268
After evaluations, NCTD’s contracting officer may request additional detailed elements of the proposals or clarifications. This process does not constitute negotiations. Negotiations may be conducted at the discretion of NCTD. NCTD reserves the right to award a contract without discussions or negotiations.

**Step 3: Evaluation of Cost Proposal**

The overall total cost to NCTD will be considered in evaluation. Although cost may be of lesser importance as an evaluation factor, it should not be ignored. The degree of importance will increase with the degree of quality of proposals with respect to the other “evaluation factors”.

Once steps 1-3 are completed the SSC will determine the competitive range using the non-exclusive list of criteria contained in the “evaluation factors”. Only proposals within the competitive range will continue in the evaluation process.

**Step 4: Oral Presentations or Interview/S (If Requested By NCTD)**

The SSC may authorize the use of oral presentations and/or interviews as a method of presenting the proposers proposal or obtaining additional information. If applied, the SSC will invite competitive proposers to make a presentation to, or participate in interviews with NCTD at a date, time and location determined by NCTD. The purpose of such presentations or interviews would be to allow the proposer to present their proposed solutions to NCTD and for the SSC to obtain additional information; the key points in the presentations and interviews will be evaluated by the SSC.

**Step 5: Negotiations**

The SSC may, at its sole discretion, enter into negotiations with any proposer found to be in the competitive range. Negotiations may include, but not be limited to: scope of work, contract schedule, contract terms and conditions, technical specifications, and price. NCTD has final authority to terminate negotiations and exercise other options available to procure such service.

**Step 6: Best and Final Offer (If Requested By NCTD)**

The SSC may also ask for a best and final offer (BAFO) at any time prior to its final determination and rescore as necessary, always using the “evaluation factors”, the “proposal evaluation method and scoring” and the “proposal risk assessment” described herein.

**Step 7: Final Determination**

It is the task of the SSC to independently score each proposal and then collectively determine which proposal is the “best value” to NCTD based upon the evaluation method scoring, risk factors assigned and final proposal costs. The proposer, or proposers if applicable, deemed to be the “best value” using the “subjective decision making tradeoff process” of evaluation will be the proposer, or proposers, recommended to the board of directors for award. If the contract award is not required to go to the board of directors, the contract will be executed by the executive director or designee.
05.17 PROPOSAL SCORING

NCTD will consider the SSC’s proposal scoring, risk factors assigned and final proposal costs in a subjective decision making tradeoff process using good business judgment to choose the proposal that represents the Overall Best Value to NCTD. Each of the RFP evaluation factors will be rated by the SSC using the following adjectives and numerical values as defined:

1) **Excellent:** Fully complies with the RFP requirements with the most desirable strengths and/or betterments, contains no errors, risks, weaknesses, or omissions. Exceeds in all aspects of the requirements; high probability of success, no significant weaknesses. (Numerical Value: 8-10)

2) **Good:** Compliant with RFP requirements with no errors, or risks, or weaknesses, or omissions. Substantial response; meets all aspects of the requirements and in some cases exceeds; high probability of success; no significant weaknesses. (Numerical Value: 5-7)

3) **Adequate:** Minimally compliant with the RFP requirements has errors, or risks, or weaknesses, or omissions, and is doubtful they be corrected and made acceptable. Generally meets minimum or critical requirements; slight probability of success; weaknesses most likely cannot be readily corrected. (Numerical Value: 2-4)

4) **Poor:** Non-compliant with the RFP requirements, has errors, risks, weaknesses, or omissions and will be impractical or inefficient to correct and make acceptable; requires major revision. Lacking essential information; does not meet minimal requirements; significant weaknesses, and near zero probability of success. (Numerical Value: 0-1)

05.18 NEGOTIATION AND RECOMMENDATION FOR AWARD PROCESS

NCTD will establish a negotiating team and enter into negotiation with the Proposer, or Proposers, deemed Overall Best Value. The negotiations may include, but not be limited to: statement of work, contract schedule, contract terms and conditions, technical specifications, and price. If the negotiating team is unable to reach an acceptable agreement with the Proposer deemed to be the Overall Best Value, the negotiation will be terminated and another Overall Best Value proposal will be selected. NCTD has final authority to terminate negotiations and move onto another Proposer submitting an acceptable proposal.

Following the conclusion of all negotiations, a recommendation of award will be made to NCTD’s Board of Directors, which identifies the SSC’s recommendation for the proposed Contract. Final authority to award a Contract rests with the NCTD Board of Directors.
06 **SUBMISSION DOCUMENTS**

The documents of this part of the RFP must be completed by each Proposer and submitted with the proposal at time of submission. If all documents identified below are not submitted and/or are not complete and executed, the proposal may be classified as non-responsive and will not be considered further.

The following check-off list is provided to assist in assuring a complete submission.

<table>
<thead>
<tr>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number</td>
</tr>
<tr>
<td>1. PROPOSAL DECLARATION FORM</td>
</tr>
<tr>
<td>2. CERTIFICATION OF EXCEPTIONS</td>
</tr>
<tr>
<td>3. ADDENDUM ACKNOWLEDGEMENT</td>
</tr>
<tr>
<td>4. PROPOSER’S QUESTIONNAIRE</td>
</tr>
<tr>
<td>5. BUY AMERICA CERTIFICATE</td>
</tr>
<tr>
<td>6. WORKER’S COMPENSATION CERTIFICATE</td>
</tr>
<tr>
<td>7. CERTIFICATION OF RESTRICTIONS ON LOBBYING</td>
</tr>
<tr>
<td>8. ELIGIBILITY CERTIFICATION</td>
</tr>
<tr>
<td>9. PUBLIC RECORDS ACT INDEMNIFICATION CERTIFICATE</td>
</tr>
<tr>
<td>10. CERTIFICATION REGARDING DEBARTMENT, SUSPENSION AND OTHER MATTERS</td>
</tr>
<tr>
<td>11. LIST OF SUB-CONSULTANTS FORM</td>
</tr>
<tr>
<td>12. EEO CERTIFICATE</td>
</tr>
<tr>
<td>13. FALSE CLAIMS CERTIFICATE</td>
</tr>
<tr>
<td>14. NON-COLLUSION DECLARATION</td>
</tr>
<tr>
<td>15. DISADVANTAGED BUSINESS ENTERPRISE INFORMATION –(<em>PRIME &amp; SUBCONTRACTOR</em>)</td>
</tr>
<tr>
<td>16. REFERENCE CHECK FORMS (<em>THREE (3) REFERENCES REQUIRED FOR SUBMISSION</em>)</td>
</tr>
<tr>
<td>17. COST PROPOSAL (In separate sealed envelope)</td>
</tr>
</tbody>
</table>
ATTACHMENT 1

PROPOSAL DECLARATION FORM

North County Transit District
810 Mission Avenue
Oceanside, CA  92054

Having carefully examined the Notice, Information for Proposers, and all parts of the RFP, the undersigned proposes to provide the required services to NCTD according to the RFP requirements.

The undersigned declares that this offer is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, or sham; that the undersigned has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and has not directly or indirectly colluded or agreed with any Proposer or anyone else to put in a sham proposal or to refrain from submitting a proposal; that the undersigned has not directly or indirectly sought by agreement, communications or conference with anyone to fix their prices or the prices of any other Proposer, or to fix any overhead, profit or cost element of such price or of that of any other Proposer, or to secure any advantage against NCTD or anyone interested in the proposed contract; that the only persons or parties interested in this proposal as principals are those named herein; that all statements contained in this proposal are true; that the undersigned has not directly or indirectly submitted his prices or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any other person, partnership, corporation or association except to such person or persons as have a direct financial interest in Proposer’s general business.

The undersigned agrees to perform the work exactly as described in the RFP, unless otherwise authorized after contract award by a written NCTD Supplemental Agreement, and that the contract requirements will be completed as required by the RFP and confirms that the response to proposal is in complete compliance with the requirements of the RFP document unless specific exceptions have been submitted as a stand-alone document with the heading “Exceptions to RFP” and signed by the same individual signing here. Receipt is acknowledged of the following addenda, number ______________ (if none were received, the Proposer is to state “none”.)

__________________________________________________________________________________

Official, legal name of Proposer (Type or Print) offering the proposal

Print Name: ___________________________  Title: ___________________________

Signed by: ___________________________  Date: ___________________________
ATTACHMENT 2
CERTIFICATION OF EXCEPTIONS

The Proposer hereby certifies that it takes no exception(s) to this RFP.

__________________________________________________________________________________
Official, legal name of Proposer (Type or Print) offering the proposal
Print Name: ______________________________  Title: ______________________________
Signed by: ______________________________  Date: ______________________________

OR
The Proposer hereby certifies that it takes exception(s) to this RFP.

__________________________________________________________________________________
Official, legal name of Proposer (Type or Print) offering the proposal
Print Name: ______________________________  Title: ______________________________
Signed by: ______________________________  Date: ______________________________

If the Proposer does take exception(s) to any portion of the RFP, the specific portion of the RFP or the Contract Document to which exception(s) is taken shall be identified and explained below.

<table>
<thead>
<tr>
<th>RFP or SA Clause</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Attach additional sheets if necessary
## ATTACHMENT 3
### ADDENDUM ACKNOWLEDGEMENT

The undersigned acknowledges receipt of the following addenda to the documents:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Dated</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Proposer:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Title:</th>
<th>Phone:</th>
<th>Street address:</th>
<th>City, state, ZIP:</th>
</tr>
</thead>
</table>

Authorized signature ______________________  Date __________

---

*Failure to acknowledge receipt of all addenda may cause the proposal to be considered nonresponsive to the solicitation. Acknowledged receipt of each addendum (if any) must be clearly established and included with the proposal.*
ATTACHMENT 4
PROPOSER’S QUESTIONNAIRE FORM

1. Proposer
   Name: ____________________________________________________________
   Address: _________________________________________________________
   Contact Name: ____________________________________________________
   Phone Number: ___________________________ Email: ___________________
   Company DUNS #: _________________________________________________

2. Name your principal financial institution for financial responsibility reference.
   Name of Bank: _____________________________________________________
   Street Address: ___________________________________________________
   City and State: __________________ Phone Number: ___________________
   Officer Familiar with Proposer’s Account ______________________________

3. State your average receipts in each of the past 3 fiscal years:
   $ __________________________ $ __________________________ $ __________________________

4. Contractor’s State License No. (if applicable) __________________________
   Original Date Issued __________________________ Expiration Date ______________________

5. Contractor’s DIR Registration No. _________________________________
   Original Date Issued __________________________ Expiration Date ______________________

   Note: The above representations regarding the Contractor’s license and DIR registration numbers
   are made under penalty of perjury.

   Signed ___________________________ Date ____________________________
6. The following are the names, titles, addresses, and phone numbers of all individuals, members, partners, joint ventures, and/or corporate officers having a principal interest in this Proposal:

______________________________________________________________________
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________

7. The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

______________________________________________________________________
______________________________________________________________________
______________________________________________________________________

8. All current and prior DBAs, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

______________________________________________________________________
______________________________________________________________________
______________________________________________________________________

9. Has Proposer ever failed to complete any work awarded to it? If so, when, where and why?

______________________________________________________________________
______________________________________________________________________
______________________________________________________________________

10. Corporation organized under the laws of the State of _______________________

______________________________________________________________________

Official, legal name of proposing Contractor or individual (Type or Print)

Print Name: ___________________________ Title: ___________________________

Signed by: ___________________________ Date: ___________________________
ATTACHMENT 5
BUY AMERICA CERTIFICATE

If steel, iron, or manufactured products (as defined in §§ 661.3 and 661.5 of this part) are being procured, for use in a Contract resulting from this RFP, the appropriate certificate as set forth below shall be completed and submitted by Proposer in accordance with the requirement contained in § 661.13(b) of this part

Certificate of Compliance with Buy America Requirements
The Proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Date: ____________________________
Signature: __________________________
Company: __________________________
Name: ____________________________
Title: ____________________________

Certificate of Non-Compliance with Buy America Requirements
The Proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date: ____________________________
Signature: __________________________
Company: __________________________
Name: ____________________________
Title: ____________________________

NOTE: Any steel, cement, lumber and all manufactured products used in the Contract resulting from this RFP supported by Federal funds (FTA) must be produced in the United States of America.

The Contract will be an FTA funded project and the Successful Proposer must keep all product manufacturing locations on file and must present on demand. Such files will be turned over to NCTD upon Contract completion.
ATTACHMENT 6
WORKERS’ COMPENSATION CERTIFICATE

The Proposer is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of that code and will comply with such provisions before commencing the performance of the work of a Contract resulting from this RFP.

____________________________________________________________________________

Official, legal name of Proposer (Type or Print) offering the proposal

Print Name: ___________________________  Title: ___________________________

Signed by: ___________________________  Date: ___________________________
ATTACHMENT 7
CERTIFICATION OF RESTRICTIONS ON LOBBYING

The Proposer certifies that:

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 officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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 officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-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 sub-awards at all tiers (including sub-consultants, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

________________________________________________________
Official, legal name of Proposer (Type or Print) offering the proposal

Print Name: ___________________________  Title: ___________________________

Signed by: ___________________________  Date: ___________________________
ATTACHMENT 8
ELIGIBILITY CERTIFICATION

☐ Federally funded

☐ Not federally funded

If federally funded, the award of this contract is subject to a financial assistance contract between the North San Diego County Transit Development Board and the U.S. Department of Transportation. Any name appearing on the Comptroller General's list of ineligible Contractors for federally financed or assisted contracts is not eligible for this contract.

If federally funded, the Proposer shall certify the following:

I hereby certify that neither I, the Proposer nor any officers or holders of a controlling interest are on the U.S. Comptroller General's list of ineligible Contractors for federally funded and assisted contracts. In the event any of the above persons or parties become included on such a list during the performance of this project, NCTD shall be promptly informed of this fact.

________________________________________________________
Official, legal name of Proposer (Type or Print) offering the proposal

Print Name: ____________________________ Title: ____________________________

Signed by: ____________________________ Date: ____________________________
The Proposer certifies that:

It will indemnify and defend NCTD in the event NCTD withholds production of any records submitted in response to this RFP that are marked "Confidential" "Trade Secret" "Proprietary", or similar designations, in response to a Public Records Act request pursuant to California Government Code section 6250 or a Freedom of Information Act request.

----------------------------------------

Official, legal name of Proposer (Type or Print) offering the proposal

Print Name: ___________________________ Title: ___________________________

Signed by: ___________________________ Date: ___________________________
ATTACHMENT 10
CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

[If the primary participant (applicant for a FTA grant, or cooperative agreement, or potential third party Proposer) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.]

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL PROPOSER FOR A MAJOR THIRD PARTY CONTRACT), 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.

________________________________________
Official, legal name of Proposer (Type or Print) offering the proposal

Print Name: ____________________________ Title: ____________________________

Signed by: ____________________________ Date: ____________________________

NOTE: Lower-tier Participants in the Contract (sub-consultants, suppliers) are required to complete and submit identical certifications as the above to NCTD prior to award.
ATTACHMENT 11
LIST OF SUB-CONSULTANTS FORM

If Proposer fails to specify a sub-consultant, below, Proposer shall be deemed to have agreed that it is fully qualified to perform that portion itself, and that it shall perform that portion itself.

The Successful Proposer shall not (a) substitute any sub-consultant, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original sub-consultant listed in the original proposal, or (c) sublet or subcontract any portion of the work without the written permission of NCTD.

<table>
<thead>
<tr>
<th>Name of Sub-consultant</th>
<th>If Applicable, License Number/Expiration Date</th>
<th>Address and Phone Number</th>
<th>Total Compensation of Subcontractor and % of Total Contract</th>
<th>Specific Description of Subcontract</th>
<th>CALTRANS Certified DBE (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Do not list alternative sub-consultants for the same work.
2. Use additional sheets as necessary.
3. Certified DBE Contractors can be found at the State of California web site: [http://www.dot.ca.gov/hq/bep/find_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm)
ATTACHMENT 12
EEO CERTIFICATE

The Proposer hereby certifies that the company has ______ OR has not ______ been found, adjudicated, or determined to have violated any laws of Executive Orders relating to employment discrimination or affirmative action including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. Sections 2000e et seq.); the Equal Pay Act (29 U.S.C. Section 206(d); Executive Order 10925, 11114, or 11246; or the California Fair Employment and Housing Act (Government Code 12460 et seq.); by any Federal or California court or agency, including but not limited to the Equal Employment Opportunity Commission, the Office of Federal Contract compliance Programs, and the California Fair Employment and Housing Commission.

If yes, please explain the circumstance.

____________________________________________________________________________

Official, legal name of Proposer (Type or Print) offering the proposal

Print Name: ________________________________  Title: ________________________________

Signed by: ________________________________  Date: ________________________________
ATTACHMENT 13
FALSE CLAIMS CERTIFICATION

BIDDER’S CERTIFICATION OF COMPLIANCE

WITH

LAWS RELATING TO

FALSE CLAIMS

I hereby certify that if awarded the Contract of which this certificate shall be made a part of, I will not violate any provisions of the False Claims Act or any other applicable federal or state laws and regulations relating to the filing of false claims against a public agency, including laws and regulations hereinafter enacted. I additionally certify that in the event it is determined that I have violated the False Claims Act that such violation shall be grounds for, among other things, debarment pursuant the policies established by Federal, State, or local law.

____________________________________________________________________________

Official, legal name of Proposer (Type or Print) offering the proposal

Print Name: ___________________________ Title: ___________________________

Signed by: ___________________________ Date: ___________________________
ATTACHMENT 14
NON-COLLUSION DECLARATION

NON-COLLUSION DECLARATION

The undersigned declares

I am the ___________________ of ___________________, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

"I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on ___________________ [date], at ___________________ [city], ___________________ [state]."

________________________________________________________________________

Official, legal name of Contractor or individual (Type or Print) offering the bid

Print Name: ______________________________  Title: ______________________________

Signed by: ______________________________  Date: ______________________________
ATTACHMENT 15
DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

(TO BE COMPLETED BY THE PRIME CONTRACTOR AND EACH SUBCONTRACTOR)

This form must be completed by the Consultants submitting the proposal and for each Subcontractor listed in the “List of Sub-consultants” Form. Failure to submit a completed Form for the Prime and all Sub-consultants may result in a non-responsive determination.

A. A Disadvantaged Business Enterprise is defined as follows:

A for-profit small business concern that is:
1. at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of corporation, in which 51-percent of the stock is owned by one or more such individual; and
2. whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

Small business concern means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR 26.65(b).

Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who meets the criteria set forth in 49 CFR 26.5.

The entity must be certified as socially and economically disadvantaged under the Uniform Certification Programs (UCPs) established pursuant to the provisions of 49CFR26.81.

If your firm is a DBE, as defined above, please indicate below.

_______ Yes, my firm does qualify as a Disadvantaged Business Enterprise.
_______ No, my firm is not a Disadvantaged Business Enterprise.

If you answered “yes” above, please attach your DBE Certification to this page. NCTD accepts certification from only the agencies listed at http://www.dot.ca.gov/hq/bep/documents/Roster_of_Certifying_Agencies.pdf.
Certified DBE Contractors can be found at the State of California website: http://www.dot.ca.gov/hq/bep/find_certified.htm

B. Regardless of your firms DBE status, the following must be provided:

1. Name of Firm: ________________________________
2. Address: ________________________________
3. Contact Name: ________________________________
4. Contact Information: Phone:_________ Fax:_________ E-mail:__________________
5. Is firm currently certified as a DBE under 49 CFR Part 26? □ Yes □ No
6. Date business started (formed, incorporated, began operations, etc):_________(show in MM/DD/YY)
7. Firm’s gross receipts for last year (check one): □ Less than 1 million □ Less than 5 million
□ Less than 10 million □ Less than 15 million □ More than 15 million

8. General Industry Classification (check one):
□ (1) Professional/Consulting Services; □ (2) Construction; □ (3) Supplies; □ (4) Equipment;□ (5) Other; Please list:__________________________
RFP 25944
COMBINED FIXED ROUTE BUS, ADA PARATRANSIT SERVICE OPERATIONS, AND SPECIALIZED TRANSPORTATION SERVICES OPERATIONS AND MAINTENANCE

ATTACHMENT 16
REFERENCE CHECK FORM - THREE (3) REFERENCES REQUIRED

RFP # ______________ Name of Firm: ________________________________

Note: To be completed and signed by the reference source

CLIENT/CONTACT INFORMATION:

COMPANY NAME: ______________________ ADDRESS: _______________________________

CONTACT NAME AND TITLE: ________________________________

PHONE NUMBER: _______________________ EMAIL: ________________________________

1. Quality of Firms work with no more than two (2) project examples:

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

2. Degree of Firms cooperation with team (internal and external)

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

3. Project and Deliverables On time and within Budget?

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

4. % of change orders?

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

5. Any Problems? Provide example

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
6. Overall rating – “1 through 10 with 10 being the highest rating” with rationale as to rating

______________________________________________________________________
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________

7. Would you work with contractor again? Yes/ No – rationale as to why

______________________________________________________________________
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________

Print Name: ___________________________ Title: ______________________________

Signed by: ___________________________ Date: ___________________________
This Agreement ("Agreement") is made and entered into by and among the North County Transit District ("NCTD") a California public agency organized under Public Utilities Code section §125000 et seq., and ____________________ ("Contractor"). Both NCTD and Contractor are collectively referred to as “Party” or “Parties”.

RECATS

1. NCTD is in need of _____________ ("Work").

2. Contractor is duly licensed and has the necessary experience and qualifications to provide such services and has submitted a proposal to provide the services dated Month DD, 20YY and a Best and Final Offer (BAFO) dated Month DD, 20YY.

3. Parties’ desire by this Agreement to establish the terms for NCTD to retain Contractor to provide the Work described herein.

AGREEMENT

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1) Order of Precedence

This Agreement incorporates, by reference, the below documents in their entirety. In addition, in the event of inconsistency or ambiguity in this Agreement, the following order of precedence shall apply:

   a. This Agreement
   b. Conformed Request for Proposal (RFP) No. XXXXX (attached as Exhibit X)
   c. Best and Final Offer (BAFO) (optional)
   d. Contractor’s proposal dated Month DD, 20YY (attached as Exhibit X).

2) Services

Contractor shall provide NCTD with the services described in the Scope of Work attached as Exhibit X.

Contractor agrees to provide services to NCTD in accordance with the terms and conditions of this Agreement, and to exercise the degree of professional care, skill, efficiency and judgment ordinarily employed by Contractor with expertise in ____________________. Contractor represents that it has in effect all licenses, registrations, and certifications in good standing that are required under applicable law and regulations to perform these services, and agrees to retain such licenses, registrations and certifications in active status throughout the duration of this Agreement.
3) The Agreement will remain valid for a ______ ( ) year term beginning upon full execution of agreement and ending Month DD, 20YY.

4) Time of Performance

As time is of the essence, Contractor shall perform its services hereunder in a prompt and timely manner and in accordance with the project schedule, as set forth in Exhibit X, Scope of Work and the RFP and Exhibit X, the Contractor's final Proposal. In the event of a conflict between those documents regarding the project schedule, the Order of Precedence shall apply.

Neither NCTD nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but shall not be limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage or judicial restraint.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.

5) Compensation

a. Maximum Compensation: In no event shall the total amount paid for services rendered by Contractor exceed the sum of __________________________ ($ ______________).

b. Method of Payment: The method of payment is to be reflective of the firm fixed fees (Cost Proposal), which includes total compensation for all direct and indirect costs, overhead, fringe benefits and fee (profit).

c. Cost Principles and Procedures: The Contractor agrees that the Contract Cost Principles and Procedures, 48 CFR, Chapter 1, Part 31 (Federal Acquisition Regulations) shall be used to determine whether individual items of cost are allowable. The Contractor also agrees to comply with Federal procedures in accordance with 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

6) Invoicing

a. Contractor shall be paid for services once rendered. Advance payments are prohibited.

b. NCTD shall make payment to the Contractor within thirty (30) days from the date of the invoice and after confirmation of services performed or milestones achieved.

c. Invoicing shall not be submitted more often than monthly.

d. Invoices may be mailed or delivered to 810 Mission Avenue, Oceanside, CA 92054, Attn: Accounts Payable or emailed to apclerks@nctd.org. Only one method of delivery may be used for the life of the Agreement.

e. Contractor is to submit invoices in a form that clearly identifies the date that the work was completed, a brief description of the work performed, and the amount due.

f. Contractor is to submit back-up documentation to support authorized expenses. These items, if applicable, must be attached to each invoice. Time sheets must accompany each invoice with the classification listed clearly.
g. No payment will be made for work performed by any classification not listed in the original Agreement or added to the Agreement by NCTD or for work performed after the performance period.

h. The format of invoice to be submitted is subject to change based on the discretion of NCTD.

i. If payments to Contractor will be based on percentages of work completed, invoices must contain a progress report showing percent complete against the project schedule of the Agreement.

j. All invoices must reference the Agreement number and, if applicable, the Task Order number that authorized work.

k. No payment will be made for any work performed outside of the performance period of the Agreement.

l. Contractor shall submit an account statement with the invoice(s) on the 1st of every month.

m. If the Contractor fails to submit a deliverable required by the Agreement, payment shall not be made until the deliverable is received.

n. If the Contractor fails to satisfactorily complete each of the milestones of the Agreement, no further progress payment will be made until the milestone has been satisfactorily achieved.

7) Availability of Funding

NCTD’s obligation for payment of any agreement beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. NCTD shall, at its sole discretion, have the right to terminate or suspend the agreement or reduce compensation and service levels or statement of work proportionately upon thirty (30) days’ written notice to the Contractor in the event that federal, state or other funding for the resulting agreement ceases or is reduced prior to the ordinary completion date of the term of the resulting agreement. In the event of reduction of funding for the agreement, NCTD and Contractor shall meet within ten (10) days of written notice to renegotiate the agreement based upon the modified level of funding. In this case, if no agreement is reached between NCTD’s and Contractor within ten (10) days of the first meeting, either party shall have the right to terminate the agreement within ten (10) days written notice of termination. In the event of termination of the agreement in accordance with the terms of this section, Contractor shall be entitled to any payment offset to which NCTD may be entitled, for damages or otherwise, under the terms of the agreement. In the event of termination of the agreement pursuant to this section, no event shall Contractor be entitled to any loss of profits on the portion of the agreement so terminated, or to other compensation, benefits, reimbursements or ancillary services other than as expressly provided herein.

8) Insurance

Insurance shall meet at minimum the requirements as illustrated in Section XX of Exhibit X. Proof of insurance shall be submitted to NCTD within five (5) working days of NCTD’s request and is required before the commencement of work.

9) Organization and Communication

Contractor shall assign ________________ as Project Manager who can be reached at ________________ or by email at _________________. The Project Manager shall not be removed from the Work or reassigned without the prior written consent of NCTD.

NCTD shall assign ________________ as Project Manager who can be reached at ________________ or by email at ________________ to provide direction, coordinate procedures and manage all performance and technical issues of the Agreement.

The key personnel indicated in the Contractor’s proposal shall perform the Work. Replacements required due to unforeseen circumstances may be accepted by NCTD. However, such acceptance will not imply that NCTD has evaluated the replacement to be equally, less, or more qualified than the key
person replaced. Key personnel identified in the Proposal shall not be replaced unless such replacement is approved in advance by NCTD in writing. Resumes of replacements shall be submitted to NCTD with all applicable information. NCTD will not compensate Contractor for work performed by unauthorized staff.

Additional special Contractor may be employed under this Agreement. Special Contractor are defined as non-full time employees of the Contractor contracted for a specific assignment for a specific period of time. Special Contractor shall be added only by amendment to this Agreement. An amendment to the Agreement shall be prepared by NCTD and executed by both Parties before performance of services or NCTD will not be required to pay for the special Contractor expenses incurred.

NCTD’s Contracting Officer identified below is solely responsible for the business relationship with the Contractor and for contractual issues and changes, the Contracting Officer is the only one authorized to receive from or transmit to the Contractor, written correspondence regarding any questions, contractual clauses, items, disputes, requests, etc., relating to the contents of the Agreement, all of which are defined as Official Correspondence.

<table>
<thead>
<tr>
<th>NCTD</th>
<th>CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>North County Transit District</td>
<td></td>
</tr>
<tr>
<td>810 Mission Avenue</td>
<td></td>
</tr>
<tr>
<td>Oceanside, CA 92054</td>
<td></td>
</tr>
<tr>
<td>Attn:</td>
<td>Attn:</td>
</tr>
<tr>
<td>Email:</td>
<td>Email:</td>
</tr>
<tr>
<td>Tel:</td>
<td>Tel:</td>
</tr>
</tbody>
</table>

Transmittal of Official Correspondence by either party may be by email or the USPS, if desired, use of USPS may be by certified mail, return receipt requested, postage prepaid method.

10) Changes to the Agreement

If a revision to the content of the Agreement is requested by Contractor or NCTD and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner:

a. A letter outlining the requested changes shall be forwarded to the NCTD Contracting Officer by the Contractor (see agreement section titled, “Organization and Communication”).

b. A Supplemental Agreement shall be prepared by NCTD and executed by both Parties before performance of any revised services or adjustment of rates and may require Board of Directors (“Board”) approval. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement. Payment may be delayed or denied for work performed without an authorizing supplemental agreement.

11) Amendment

This Agreement shall only be amended, modified or changed in writing, executed by authorized representatives of the parties, with the same formality as this Agreement was executed. Any attempt to amend, modify, or change this Agreement by either an unauthorized representative or unauthorized means shall be void.
12) **Labor Code Requirements**

This Agreement is subject to the Federal Transit Administration (FTA) requirements set forth in Section XX of Exhibit X.

To the extent that such FTA requirements do not directly apply to the Work, Contractor shall ensure that the Work, including but not limited to any and all work-product created under this Agreement, shall permit compliance with those FTA requirements.

Compliance with Labor Code Requirements/Prevailing Wages: The Work, or a portion of the Work required under this Agreement, may fall into the category of service deemed to be public works for Federal and State requirements. If the Work is being performed as part of an applicable “public works” project, as defined by Federal and State Laws, and if the total compensation is in excess of State and/or Federal Prevailing Wage limits, Contractor, and its subcontractors (when applicable), will be required to comply with all of the terms and conditions (including Federal and State General Prevailing Wage requirements) prescribed for the performance of public works as defined in applicable law to the extent applicable. In all instances where Federal and State Prevailing Wages for a given craft differ, the higher Prevailing Wage shall be paid. It shall be mandatory upon Contractor and its subcontractors (when applicable) to pay not less than the said specified rates to all workers employed by them in the performance under the Agreement to the extent required. Copies of the Prevailing Wage Rates are on file at the NCTD Procurement & Contract Administration Division located at 810 Mission Avenue, Oceanside, CA and are available upon request. Requests must specifically state which prevailing wage rates are required. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Work available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the project site. Contractor shall defend, indemnify and hold the NCTD, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

Labor Compliance – Prevailing Wage Requirements: Prevailing Wage Determinations can be accessed at the below websites:

- California General Prevailing Wage Determinations: [http://www.dir.ca.gov](http://www.dir.ca.gov)
- San Diego County Prevailing Wage Determinations: [http://www.dir.ca.gov/dlsr/PWD/](http://www.dir.ca.gov/dlsr/PWD/)
- Davis-Bacon Prevailing Wage Determinations: [http://www.gpo.gov/davisbacon/allstates.html](http://www.gpo.gov/davisbacon/allstates.html); or in Exhibit XX hereto.

13) **Federal Requirements**

Inasmuch as the services herein described are to be purchased with Federal assistance authorized by the Department of Transportation and Federal Transit Administration (FTA) laws and regulations codified at 49 USC § 5301 et seq.; or Title 23, United States Code (Highways); or the Transportation Equity Act for the 21st Century, Pub. L. 105-178, June 9, 1998, 23 USC § 101 note, as amended by the TEA-21 Restoration Act, Pub. L., 105-206, July 22, 1998, 23 USC § 101 note, (TEA-21), Moving Ahead for Progress in the 21st Century Act (MAP 21), Pub. L. 112-141, July 6, 2012, and other further amendments thereto, Fixing America’s Surface Transportation (FAST) Act, Public Law No: 114-94, as may be amended, or other Federal enabling laws administered by FTA and guidance thereto, including without limitation FTA Circular 4220.1F and amendments thereto, the Contractor will be required to comply with all terms and conditions prescribed for third party contract in a grant contract between the United States Department of Transportation and NCTD and to flow all applicable federal provisions down to Subcontractors at every tier. Federal provisions applicable to this Agreement and third party contracting in general are provided in Exhibit X, Section X and Federal Davis Bacon Wage Requirements are provided in Exhibit X, Section X hereto.

Specific guidelines shall be those prescribed by "Federal Transit Administration Master Agreement" (Form FTA-MA) 49 C.F.R., Part 18, Federal Transit Administration (FTA) Circular 4220.1 F, "Third-
14) **Sanctions, Fines and Additional Costs by Court Rule**

The Contractor will be responsible for sanctions, fines, interest and any other additional costs imposed by Court Rule, which results from negligence, mismanagement and/or delays that are not directly and unequivocally attributable to NCTD employees or agents.

15) **Compliance with Law**

Contractor shall comply with all applicable laws, ordinances, codes and regulations of the Federal, State and local governments relating to the performance of the Work, including any changes to such applicable laws, ordinances, codes and regulations of the Federal, State and local government during the performance of the Work. To the extent that the Federal requirements provided in herein do not directly apply to the Work, Contractor shall ensure that the Work, including but not limited to any and all work-product created under this Agreement, shall permit compliance with those requirements.

16) **Escalation of Issues**

In the event issues arise that have not been satisfactorily addressed by the Project Managers of the Contractor and NCTD named above and NCTD’s Contracting Officer, the issue is to be escalated in accordance with the following list and a lack of resolution at one level of the list will require that the issue be elevated to the next level until such resolution is achieved:

<table>
<thead>
<tr>
<th>NCTD</th>
<th>CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Samuel Elmer</td>
<td></td>
</tr>
<tr>
<td>Chief of Procurement &amp; Contract Administration</td>
<td></td>
</tr>
</tbody>
</table>

17) **Liability And Indemnification**

This liability and indemnification section shall apply to all claims, suits actions, lawsuits of every kind and description for liability or loss filed in connection with the Contractor’s work pursuant to the Contract.

   A. **Indemnification**

   1) **Indemnity.** Contractor shall, to the fullest extent permitted by law, hold harmless, protect, defend and indemnify NCTD and its Board of Directors and each member of the Board, officers, agents and employees, representatives and their successors and assigns (“NCTD and/or “Indemnified Parties”), from and against any and all losses, liabilities, claims, suits, damages, expenses and costs including reasonable attorney's fees and costs, and expert costs and investigation expenses arising out of or attributable, in whole or in part, by the performance or failure to perform by Contractor, its employees, representatives, subcontractors, or agents regardless of whether or not such claim, loss or liability is caused, in part by a party indemnified hereunder.

   2) **General Indemnity Provisions.** This indemnity is in addition to any other rights or remedies which NCTD may have under the law or this Agreement. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, NCTD may, at its sole discretion, reserve, retain or apply any monies due to Contractor under this Agreement for the purpose of resolving such claims; provided however, that NCTD may release such funds if Contractor provides NCTD with reasonable assurances of protection of the NCTD's interest. The NCTD shall, in its sole discretion determine whether such assurances are reasonable.
Contractor agrees that its duty to defend the Indemnified Parties arises upon an allegation of liability based upon the performance of services under this Agreement by CONTRACTOR, its officers, agents, representatives, employees, sub-Contractors, or anyone for whom Contractor is liable and that an adjudication of Contractor's liability is not a condition precedent to Contractor's duty to defend. Contractor shall defend, at Contractor's own cost, expense and risk, with counsel of NCTD's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Indemnified Parties. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Indemnified Parties, in any such suit, action or other legal proceeding. Contractor shall reimburse the Indemnified Parties for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Contractor acknowledges that the indemnifications contained herein are intended, in part, to operate as indemnifications under Section 9607(e)(1) of the Comprehensive Environmental Responses, Compensation, and Liability Act (42 USC Section 9601, et seq.) as may be hereinafter amended.

Contractor agrees to indemnify and defend NCTD in the event NCTD withholds production of records which Contractor has marked "Confidential" "Trade Secret" "Proprietary", or similar designations, that are responsive to a Public Records Act request pursuant to California Government Code section 6250. et. seq. or a Freedom of Information Act request. Contractor shall defend, indemnify and hold NCTD, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws, if applicable.

B. Handling of Claims

1) Allocation of Liability. The Contractor shall assume liability for NCTD in all claims, lawsuits or actions against NCTD and the Contractor as of the effective date of the Contract. NCTD will not hold harmless or indemnify the contractor for any liability whatsoever.

2) Contractor Duties. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, at its sole expense and agrees to bear all other costs and expenses related thereto, whether or not it is alleged or determined that the Contractor was negligent, and without regard to whether such claim is groundless, false, or fraudulent.

3) Notice. NCTD agrees that it will notify the Contractor in writing within ten (10) days of receipt or notice of any claim described in subsection (a); provided that the failure of NCTD to so notify the Contractor shall not relieve the Contractor of any of its obligations under this Section.

4) Assumption of Defense. The Contractor shall have the right to assume the defense of all claims that might be threatened or instituted, and agrees that it will assume all responsibility for the investigation, handling, and defense of such claims unless NCTD notifies the Contractor that it elects to be represented by counsel of its own selection in connection with any such claim.

5) Assistance by NCTD. NCTD shall provide such assistance (except financial) for the defense of any claims as is reasonably required by the Contractor. NCTD shall not make any admission of liability with respect to a claim or seek to settle or compromise a claim without the prior written consent of the Contractor. The Contractor agrees to inform NCTD as to all correspondence and proceedings in respect to any claim as to which indemnity is sought and to consult with NCTD with respect to all matters relating to any claim.

6) Claims Review Meetings. NCTD and the Contractor shall hold on-site Claims review meetings on a quarterly basis.
C. Pollution Liability

The Contractor shall at its sole expense, indemnify, defend and hold harmless, NCTD, its Board of Directors, officers, employees and agents from any and all liability for any loss for injuries to or death to person or persons as a result of environmental pollution or damage or destruction to the environment that occurs on or after the date the contractor assumes responsibility or control of any part or segment of the property utilized in the Contract.

18) Termination

a. Mutual Termination: This Agreement may be terminated by mutual agreement of the Parties. Any other act of termination shall be in accordance with section titled “Termination for Convenience” and “Termination for Default” of this agreement.

b. Termination for Convenience: NCTD may terminate the Agreement, in whole or in part, at any time and for any reason by giving written notice to notice to the Contractor and specifying the effective date thereof, at least fifteen (15) days prior to the effective date. If the Agreement is terminated for convenience as provided in this Section, Contractor shall be entitled to receive compensation for any satisfactory work completed up to the receipt by Contractor of notice of termination, less any payments theretofore made and not to exceed the amount payable herein, and for satisfactory work completed between the receipt of notice of termination and the effective date of termination pursuant to a specific request by NCTD for the performance of such work. If the Contractor has any property in its possession belonging to NCTD, the Contractor will account for the same and dispose of or return it in the manner NCTD directs.

Termination for Default: NCTD may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) a material violation of any of the covenants, agreements, or stipulations of this Agreement by Contractor, (b) Contractor, through any cause, failing to fulfill in a timely and proper manner its obligations under this Agreement, (c) any act by Contractor exposing NCTD to liability to others for personal injury or property damage, or (d) if Contractor is adjudged bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor’s insolvency. Written notice by NCTD of termination for cause shall contain the reasons for such intention to terminate and shall specify the effective date thereof. Unless prior to the effective date of the termination for cause the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall cease and terminate on the effective date specified in the written notice by NCTD.

In the event of such termination, Contractor shall be paid the reasonable value of satisfactory services rendered up to the date of receipt of the notice of termination in accordance with this Agreement, less any payments theretofore made, as determined by NCTD, not to exceed the amount payable herein, and Contractor expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

If it is later determined by NCTD or any other decision maker including a court of competent jurisdiction and/or arbitrator, that the Contractor had an excusable reason for not performing, such as force majeure events which are not a default; NCTD, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience, at NCTD’s sole option.

c. Rights of NCTD in the Event of Termination for Default: In the case of a termination of the Agreement for default by the Contractor, the Contractor agrees that NCTD may procure the materials and services to complete the project from other sources at the sole discretion of NCTD and may be deducted from the unpaid balance due the Contractor, or, if applicable, may collect against the Contractor’s bond of surety, or may invoice the Contractor for all costs so paid. The
prices paid by NCTD to complete the project shall be considered the prevailing market price at the
time such purchase is made or such Agreement is entered into.

Separate Agreement negotiations maybe entered into, at the sole discretion of NCTD, after the
Agreement termination concerning the disposition and materials, supplies and equipment acquired
by the Contractor for the requirements of the agreement.

d. Remedies and Rights of Contractor: The Contractor shall not be relieved of any responsibility under
the Agreement for work accepted by NCTD before the termination of the agreement. Furthermore,
the termination of the Agreement shall in no way relieve the Contractor from any of its covenants,
undertakings, duties and obligations under this Agreement nor limit the rights and remedies of the
Board hereunder in any manner whatsoever.

e. Work Stopped by Court or Other Public Authority: If the work should be stopped under an order of
any court or other public authority, for a period of three months or more through no act or default
of the Contractor or anyone employed by them, or if NCTD has failed to comply with its obligations
in any way or if NCTD should fail to issue any certificate for payment within thirty-five days after it
is due, then the Contractor may, upon fifteen (15) days written notice to NCTD, stop work or
terminate the Agreement and recover from NCTD payment for all work executed and all losses
sustained, and reasonable profit.

f. Opportunity to Cure: In the case of a termination for breach or default, NCTD will allow the
Contractor ten (10) days in which to cure the defect, except that if the nature of the cure requires
more than ten (10) days to complete, then the cure period was in the sole and absolute discretion
of NCTD be extended sufficiently to allow completion of the cure to be diligently pursued by the
Contractor. If the Contractor fails to remedy to NCTD’s satisfaction the breach or default of any of
the terms, covenants, or conditions of the Agreement within ten (10) days or other cure period after
receipt by Contractor or written notice from NCTD setting forth the nature of said breach or default,
NCTD shall have the right to terminate the Contractor without any further obligation to the
Contractor. Any such termination for default shall not in any way operate to preclude NCTD from
also pursuing all available remedies against the Contractor and its sureties for said breach or
default.

19) Suspension for Cause or Convenience

NCTD may, without cause, order the Contractor in writing to suspend, or interrupt performance of the
services in whole or in part for such period of time as NCTD may determine. An adjustment may be
made for an increase in the cost of performance of the Agreement including profit on the increased cost
of performance, if any, caused by any such suspension or interruption. An equitable adjustment may
be made of the price or prices specified in the Agreement relating to the portion of the work not
suspended or interrupted by the notice of suspension or interruption. No adjustment shall be made to
the extent:

a. That performance is, was or would have been so suspended, delayed or interrupted by another
cause for which the Contractor is responsible; or

b. An equitable adjustment is made or denied under another provision of this Agreement.

20) Effect of Suspension, or Interruption for Cause or Convenience

Any suspension or interruption for cause or convenience shall be effected by delivery to the Contractor
of a written notice of suspension or interruption specifying the extent to which performance of work
under the Agreement is suspended or interrupted and the date upon which such suspension or
interruption becomes effective. After receipt of the notice of suspension or interruption and except as
otherwise directed by NCTD, the Contractor shall:
a. Stop Work under the Agreement on the date and to the extent specified in the notice of suspension or interruption;

b. Place no further orders or subcontract for materials, services or facilities except as necessary to complete the portion of the work under the Agreement which is not suspended or interrupted;

c. Place no further equipment at the Project except as necessary to complete the portion of the work under the Agreement which is not suspended or interrupted;

d. Terminate all orders or subcontract to the extent they relate to the performance of work suspended or interrupted by the notice of suspension or interruption;

e. Assign to NCTD in the manner, at the times, and to the extent directed by NCTD, all the right, title and interest of the Contractor under the orders and subcontract so suspended or interrupted. NCTD shall have the right, in its discretion, to settle or pay any or all claims arising out of the suspension or interruption of such orders and subcontract;

f. Settle all outstanding liabilities and all claims arising out of such suspension or interruption of orders and subcontract, with the approval or ratification of the Board to the extent the Board may so require. The Board’s approval or ratification shall be final for all purposes of this clause;

g. Transfer title to NCTD, and deliver in the manner, at the times, and to the extent, if directed by NCTD, the fabricated or un-fabricated parts, work in process, completed work, supplies and other materials produced as a part of, or acquired in connection with the performance of, the work terminated by the notice of suspension, or, and the competed or partially completed plans, drawings, information and other property which, if the Agreement had been completed, would have been required to be furnished to NCTD;

h. Use its best efforts to sell, in the manner, at the times, and to the extent, and at the price or prices that NCTD direct or authorized, any property of the types previously referred to herein, but the Contractor shall not be required to extend credit to any purchaser and may acquire any such property under the conditions prescribed and at a price or prices approved by NCTD. The proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the NCTD to the Contractor under this Agreement or shall otherwise be credited to the price or cost of the work covered by this Agreement or paid in such other manner as NCTD may direct;

i. Complete performance of such part of the work as shall not have been suspended or interrupted by the notice of suspension or interruption;

j. Take such action as may be necessary, or as NCTD may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Contractor and in which NCTD has or may acquire an interest;

k. The Contractor shall maintain the work site and provide such ingress and egress for local resident or tenants or the public as may be necessary during the period of suspended work or until the Agreement has been declared terminated; and

l. Maintain all required insurance as if the Agreement had been satisfactorily performed and accepted by NCTD.
After receipt of the notice of suspension, or interruption, the Contractor shall submit to NCTD a certified suspension or interruption claim. Such claim shall be submitted promptly but in no event later than ninety (90) days from the effective date of the notice of suspension or interruption. If the Contractor fails to submit a suspension or interruption claim at any time after such ninety (90) day period, NCTD may determine, on the basis of information available to it, the amount, if any, due to the Contractor. NCTD shall then pay to the Contractor the amount so determined.

After receipt of a certified claim, NCTD and the Contractor may agree upon the whole or any part of the amount or amounts to be paid to the Contractor because of the total or partial suspension or interruption of the Contract. The amount may include a reasonable allowance for profit on work performed. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of work not suspended, or interrupted and any claims NCTD may have against the Contractor. Nothing in this section, shall be deemed to limit, restrict or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph.

After receipt of a certified claim, if the Contractor and NCTD fail to agree on the amounts to be paid to the Contractor, NCTD shall determine, on the basis of the information available to it the amount, if any, due to the Contractor by reason of the suspension or interruption and shall pay the Contractor the amount which shall be determined as follows:

a. For all work specified in the Agreement which is performed before the effective date of the notice of suspension or interruption, the total of:

   i. The reasonable cost to the Contractor, without profit, for all Agreement work performed prior to the notice of suspension or interruption, including the work done to secure the project for termination. In determining the reasonable cost, NCTD may utilize the schedule of values, Agreement unit prices, Agreement lump sum, the percentage of work completed and any other method available to it. For purposes of determining reasonable costs, deductions will be made for the cost of materials to be retained by the Contractor, amounts realized by the sale of materials, and for other appropriate credits against the cost of the work. When in the opinion of NCTD the cost of an item of work is unreasonably high, the reasonable cost to be allowed will be the estimated reasonable cost of performing such work in compliance with the requirements of the plans and specifications and excessive actual cost shall be disallowed.

   ii. Reasonable cost will include a reasonable allowance for project overhead and general administrative overhead not to exceed a total of ten percent (10%) of direct costs of such work.

   iii. A reasonable allowance for profit on the cost of the work performed as determined under Subsection (a), of this section, provided the Contractor established to the satisfaction of NCTD that it would have made a profit had the Agreement been completed and provided further, that the profit allowed shall in no event exceed five percent (5%) of the cost of the work completed.

   iv. The reasonable cost to the Contractor of handling material returned to the vendor, delivered to NCTD or otherwise disposed of as directed by NCTD.

In no event shall NCTD be liable for costs incurred by the Contractor or any of its subcontractors after receipt of a notice of suspension, interruption or termination. Such non-recoverable costs include, but are not limited to, anticipated profits on the Agreement post-suspension, post-interruption or post-termination, employee salaries, administrative expenses, overhead or unabsorbed overhead, the costs of preparing and submitting the bid, attorneys’ fees or other costs relating to the prosecution of a claim or lawsuit, pre-judgment interest, or any other expense which is not reasonable.

21) Disputes

Any dispute, controversy, or claim arising out of or related to this Agreement or any claimed breach thereof, shall be resolved in accordance with the provisions of this item.
a. Notice of Dispute: If any dispute, controversy, or claim arises out of or relating to the Agreement or any claimed breach thereof, the disputing Party shall give the other Party written notice of the dispute, controversy, claim, or claimed breach ("Notice of Dispute"). The Notice of Dispute shall include a brief statement of the Party's claim(s) and the relief demanded.

b. Right to Resolve or Cure: The other Party shall have ten (10) days after receipt of the Notice of Dispute to agree in writing to resolve or cure the dispute, controversy, or claim.

c. Failure to Resolve or Cure: If the dispute, controversy, or claim has not been resolved or cured by the Parties within ten (10) days after the disputing Party gives the Notice of Dispute, the Parties may agree, that as a precondition to the initiation of litigation, the controversy, claim, or dispute shall first be submitted to mediation. If elected to by the Parties, the resulting mediation shall be non-binding, and intended to provide an opportunity for the Parties to evaluate each other’s cases and arrive at a mutually agreeable resolution of the dispute.

(i) The mediation process set forth in this section shall be administered by the American Arbitration Association and governed by their rules in effect at the time of filing, or by any other neutral organization agreed to by the Parties (hereinafter called “Administrator”).

(ii) The costs for all mediation, including the administrative fees and mediator compensation, will be shared equally by all Parties. Fees shall be jointly negotiated by all Parties directly with the Administrator. If all Parties agree, then the mediation costs may increase as required for resolution of the dispute. The expenses of witnesses for any Party shall be paid by the Party producing such witnesses.

(iii) A single mediator, acceptable to all Parties, shall be used to mediate the dispute. The mediator will be knowledgeable regarding the subject matter of the Agreement, and will be selected from lists furnished by the Administrator. The initial mediation session shall commence within thirty (30) days of filing, unless otherwise agreed by the Parties, or at the direction of the mediator.

(iv) At least ten (10) days before the first scheduled mediation session, each Party shall provide the mediator a brief memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the mediator, such memoranda may be mutually exchanged by the Parties. At the first session, the Parties will be expected to produce all information reasonably required for the mediator to understand the issue presented. The mediator may require each Party to supplement such information.

(v) Mediation hearings will be conducted in an informal manner and discovery will not be allowed unless agreed to by all Parties. All discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose as they relate to either Party’s legal position. There shall be no stenographic record of the mediation.

(vi) Mediation sessions are private. The Parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the Parties and with the consent of the mediator. The Parties may have an attorney present and shall advise the other Parties no less than five (5) working days before the mediation of their intent to have an attorney present, so that the other Parties may also have their attorneys present.

(vii) The mediator does not have authority to impose a settlement on the Parties but will attempt to assist the Parties in reaching a satisfactory resolution of their dispute. The mediator is authorized to conduct joint and separate meetings with the Parties and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the Parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice shall be made by the mediator or the Parties, as the mediator shall determine.

(viii) The mediator is authorized to end the mediation whenever, in the mediator’s judgment, further efforts at mediation would not contribute to a resolution of the dispute between the Parties.
Any resultant agreements from mediation shall be documented in writing, as agreed upon during the mediation, and may be used as the basis for a change order or other directive as appropriate. All mediation results and documentation shall be non-binding and inadmissible for any purpose in any legal proceedings, unless such admission is otherwise agreed in writing by all Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery in subsequent proceedings.

The mediation shall be terminated by the execution of a Settlement Agreement by the Parties; by a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or by a written declaration of a Party or Parties to the effect that the mediation proceedings are terminated.

22) Continuing the Work during Disputes

The Contractor shall continue the services and adhere to the progress schedule during all disputes or disagreements with NCTD over any work listed in the SOW, price, or time dispute. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Contractor and NCTD may otherwise agree in writing.

23) Laws and Venue

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California.

24) Conflict of Interest

a. Contractor represents and warrants that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §§1090 et seq. or Government Code §§87100 et seq. during the performance of services under the Agreement proposed in this RFP. Contractor shall promptly disclose any actual or potential conflict of interest to NCTD as soon as Contractor becomes aware of such conflict. Contractor further agrees that it will not knowingly employ any person having such interest in the performance of the Agreement proposed in this RFP. Violation of this provision may result in the Agreement being deemed void and unenforceable.

b. Depending on the nature of the work performed, Contractor may be required to publicly disclose financial interests under NCTD’s Conflict of Interest Code. Contractor agrees to promptly submit a Statement of Economic Interests on the form provided by NCTD upon request by NCTD.

c. No person previously in the position of Director, Officer, employee or agent of NCTD may act as an agent or attorney for, or otherwise represent Contractor by making any formal or informal appearance, or any oral or written communication, before NCTD or any officer or employee with NCTD for a period of twelve (12) months after leaving office or employment with NCTD if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant or agreement.

25) Standard of Conduct

Contractor is required to adhere to NCTD’s Standard of Conduct which can be found in the following link: https://nctd.app.box.com/s/35zvgi56mv0t7ggs8g1gro4biemat7ifl.

26) Contingent Fees and Gratuities

The Contractor agrees as follows:

a. The Contractor warrants and covenants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission,
percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty NCTD shall have the right to terminate this Agreement without liability or in its discretion to deduct from the total price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

b. The Contractor warrants and covenants that no gratuities, in the form of entertainment, gifts, or otherwise have been or will be offered or given by Contractor or any of its agents, employees or representatives to any NCTD employee or member of the Board in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determination related to the performance of this work.

27) Whistleblower Hotline

NCTD is an organization with strong values of responsibility and integrity and has developed a number of policies and procedures to provide Contractor’s with clear direction and guidance to ensure that NCTD’s business is carried out with fairness, efficiency, impartiality and integrity. NCTD is committed to an environment where open, honest communication is the expectation, not the exception. If Contractor believes that a violation of law, regulations, Board policies, NCTD’s Standard of Conduct Policy or any deviation from established business practices has occurred, NCTD encourages Contractor to report the suspect violation via the anonymous Whistleblower Hotline managed by third party vendor, Navex Global at www.nctd.ethicspoint.com or by calling 855-877-6048.

28) Maintenance of Records

Books, documents, papers, accounting records, and other evidence pertaining to the performance of services under this Agreement, and costs incurred shall be maintained by Contractor and any subcontractors and made available at all reasonable times during the agreement period and for four (4) years from the date of final payment under the agreement for inspection by NCTD, the State Auditor, or any duly authorized representative of the Federal Government.

29) Ownership of Documents

All tracings, plans, specifications, maps and/or reports prepared or obtained under the agreement documents shall be considered works made for hire and shall become property of NCTD without restriction or limitation on their use, and shall be made available upon request to NCTD at any time.

All documents and materials prepared or developed by the Contractor and its subcontractors pursuant to this Agreement shall become the property of NCTD without restriction or limitation on their use and shall be made available upon request to NCTD at any time. Original copies of such shall be delivered to NCTD upon completion of the services or termination of the services. The Contractor shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the written approval of NCTD.

No material or technical data prepared by the Contractor under this Agreement is to be released by the Contractor to any other person or agency except as necessary for the performance of the services. All press releases or information to be published in print or electronic media, shall be distributed only after first being authorized by NCTD.

NCTD shall have the right to use, duplicate, modify or disclose the technical data and the information conveyed therein, in whole or in part, in any manner whatsoever, and to have or permit others to do so.

The Contractor shall agree to grant to NCTD and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free license to publish, translate, reproduce, deliver, and use as they deem fit all technical data covered by copyright supplied for this Agreement. No such copyrighted matter shall be included in technical data furnished hereunder without the written permission of the copyright owner for NCTD to use in the manner herein described.

The Contractor warrants that the processes, design, equipment, materials, or devices used in providing the services shall be delivered free of any rightful claim of any third party for infringement of any United
States patent or copyright. If a suit or proceeding based on a claimed infringement of a patent or copyright is brought against NCTD the Contractor shall, at its own expense, defend or settle any such suit or proceeding if authorized to do so in writing by NCTD, and indemnify and hold harmless NCTD, its subsidiaries, agents and employees from all liability, damages, costs, and expenses associated therewith, including, without limitation, defense costs and attorney fees.

30) Ownership of NCTD Provided or Purchased Materials, Equipment, Devices, Etc.

All NCTD provided or purchased materials, equipment, devices, etc. obtained under the contract documents shall be considered property of NCTD without restriction or limitation on their use, and shall be made available upon request to NCTD at any time.

31) Independent Contractor

Contractor is retained as an independent Contractor and is not an employee of NCTD. No employee or agent of Contractor shall become an employee of NCTD. The work to be performed shall be in accordance with the work described in Exhibit X, subject to such directions and amendments from NCTD as herein provided.

32) Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than NCTD and the Contractor.

33) Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

34) Assignment

Contractor shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of NCTD, which may be withheld for any reason. Nothing contained herein shall prevent Contractor from employing independent associates and subcontractors as Contractor may deem appropriate to assist in the performance of services hereunder.

Even though certain work may be purchased or contracted from an outside source under a subcontract, Contractor shall assume full responsibility for all work and materials.

35) Confidentiality

Contractor is prohibited from using any social media to reference any ongoing or completed work for NCTD without NCTD’s express written permission. Social media is defined as a set of Internet tools that aid in the facilitation of interaction between people online, including but not limited to, LinkedIn, Twitter, Facebook, YouTube and Myspace.

Contractor will perform services for NCTD which may require NCTD to disclose confidential, financial, and/or proprietary information ("Confidential Information") to Contractor. Confidential Information is any information of any kind, nature, or description concerning any matters affecting or relating to Contractor’s services for NCTD, the business or operations of NCTD, and/or the products, drawings, plans, processes, or other data of NCTD. Accordingly, to protect the NCTD Confidential Information that will be disclosed to Contractor, Contractor agrees as follows.

a. To hold the Confidential Information received from NCTD in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others.
b. To not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so in writing by NCTD.

c. To not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of its duties for NCTD.

d. To, upon the request or upon termination of the relationship with NCTD, deliver to NCTD any drawings, notes, documents, equipment, and materials received from NCTD or originating from its activities for NCTD.

e. To grant NCTD the sole right to determine the treatment of any information that is part or project specific received from Contractor, including the right to keep the same as a trade secret, to use and disclose the same without prior patent applications, to file copyright registrations in its own name or to follow any other procedure as NCTD may deem appropriate.

f. To grant NCTD the right to take action, up to and including termination of the Agreement for violations of this Agreement.

g. To accept that any unauthorized access, modification, manipulation, destruction, or disclosure of confidential information is a violation of this Agreement and may be a violation of state and federal laws.

36) Integration

This Agreement represents the entire understanding of NCTD and Contractor as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

37) Warranty of Authority

Each of the parties signing this Agreement warrants to the other that it has the full authority of the entity on behalf of which its signature is made.
38) Execution of Agreement and Counterparts

This Agreement may be executed and delivered electronically via e-mail or facsimile and a scanned or facsimile signature shall be treated as an original. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

THE PARTIES, INTENDING TO BE LEGALLY BOUND, have executed this Agreement as of the last date of the Parties’ signature.

NORTH COUNTY TRANSIT DISTRICT

By: ____________________________
   Samuel Elmer
   Chief Procurement & Contract Administration Officer

Date: __________________________

CONTRACTOR NAME

By: ____________________________
   Printed Name
   Title

Date: __________________________

APPROVED AS TO FORM AND LEGALITY

By: ____________________________
   Lori A. Winfree
   General Counsel

Date: __________________________

NOTE: If this Agreement involves a corporate party, the corporation must be represented by two individuals as follows: (A) one from the corporation’s "Operational Group" (Chair of the board, President, or a Vice-President) and; (B) one from the corporation’s "Financial Group" (Secretary, Assistant secretory, Chief financial officer or and Assistant treasurer). See California Corporations Code section §313.
EXHIBIT A: SCOPE OF WORK

COMBINED BREEZE FIXED ROUTE BUS, LIFT ADA PARATRANSIT, AND FLEX SPECIALIZED TRANSPORTATION OPERATIONS AND MAINTENANCE RFP NO. 25944
DEFINITIONS AND ACRONYMS ............................................................................................................................................ 89

OTHER KEY DEFINITIONS AND ACRONYMS: .................................................................................................................... 97

1. BACKGROUND AND PROJECT SCOPE .......................................................................................................................... 98
  1.1 GENERAL SUMMARY OF WORK .................................................................................................................................. 98
  1.2 DESCRIPTION OF CURRENT OPERATIONS ..................................................................................................................... 100
  1.2.1 BREEZE Fixed Route Bus Service .................................................................................................................................. 100
  1.2.2 LIFT ADA Paratransit Service ...................................................................................................................................... 101
  1.2.3 FLEX Service .............................................................................................................................................................. 101
  1.3 FUTURE PLANS ............................................................................................................................................................... 101

2. NCTD RESPONSIBILITIES .................................................................................................................................................. 103
  2.1 OPERATIONS, SAFETY, AND REGULATORY OVERSIGHT ................................................................................................. 103
  2.2 NCTD PROGRAMS, PLANS, PROCEDURES AND POLICIES .............................................................................................. 104
  2.3 NCTD-PROVIDED ROLLING STOCK ................................................................................................................................. 104
  2.4 NCTD CONSOLIDATED OPERATIONS CONTROL CENTER ................................................................................................. 104
  2.5 NCTD-PROVIDED FACILITIES, SUPPORT VEHICLES AND SUPPORT EQUIPMENT ............................................................ 104
  2.6 FUEL 104
  2.7 UTILITIES ........................................................................................................................................................................... 105
  2.8 SECURITY ............................................................................................................................................................................. 105
  2.9 PROPERTY AND LIABILITY INSURANCE ............................................................................................................................ 106
  2.10 BUSINESS SYSTEMS, INFORMATION SYSTEMS AND DATABASES .................................................................................... 106
  2.11 PERMITS, CERTIFICATIONS REGISTRATION AND LICENSE FEES ...................................................................................... 109
  2.12 REVENUE COLLECTION ................................................................................................................................................... 109

3. CONTRACTOR RESPONSIBILITIES ..................................................................................................................................... 110
  3.1 GENERAL REQUIREMENTS ............................................................................................................................................... 110
  3.2 ADMINISTRATION ............................................................................................................................................................... 110
  3.3 OFFICE SPACE/FURNITURE .................................................................................................................................................. 110
  3.4 PRODUCTIVITY IMPROVEMENTS ....................................................................................................................................... 110
  3.5 WARRANTIES ......................................................................................................................................................................... 110
  3.5.1 Warranty Administration .................................................................................................................................................. 111
  3.5.2 Warranty Protection ......................................................................................................................................................... 111
  3.5.3 Warranty Assignment ....................................................................................................................................................... 111
  3.6 ROLLING STOCK AND SUPPORT EQUIPMENT CONFIGURATION MANAGEMENT ............................................................... 112
  3.6.1 General Requirements ..................................................................................................................................................... 112
  3.6.2 Modernizations, Additions and Improvements .................................................................................................................. 112
  3.6.3 Retrofits and Changes ....................................................................................................................................................... 112
  3.7 CIVIL RIGHTS PROGRAM .................................................................................................................................................... 113
  3.8 COORDINATION ..................................................................................................................................................................... 114
  3.9 INFORMATION TECHNOLOGY (IT) HELP DESK .................................................................................................................. 115
  3.10 CONTRACTOR RECORDKEEPING AND DOCUMENT MANAGEMENT REQUIREMENTS .............................................................. 115
  3.11 CONTRACTOR COMPLIANCE AND INTERNAL AUDIT ....................................................................................................... 115
  3.12 ASSET MANAGEMENT ........................................................................................................................................................ 116
  3.13 MYSTERY RIDER AND SERVICE QUALITY MONITORING AUDITS ..................................................................................... 116
  3.14 PROPER USE OF NCTD EQUIPMENT ................................................................................................................................ 116
  3.15 REPLACEMENT SERVICES ............................................................................................................................................... 116

4. SCHEDULES AND SERVICE CHANGES ................................................................................................................................ 118
  4.1 SCHEDULES ........................................................................................................................................................................ 118
  4.2 SERVICE CHANGES ............................................................................................................................................................ 118

5. PERSONNEL REQUIREMENTS ............................................................................................................................................. 121
5.1 KEY MANAGEMENT PERSONNEL ............................................................... 121
5.2 GENERAL MANAGER ........................................................................... 122
5.3 KEY PERSONNEL REQUIREMENTS ......................................................... 122
5.4 KEY PERSONNEL – CONTRACTOR PROPOSED REDUCED ALTERNATIVE STRUCTURE .................................................. 123
5.5 GENERAL REQUIREMENTS FOR CONTRACTOR PERSONNEL .......... 124
5.6 LABOR OBLIGATIONS AND HIRING REQUIREMENTS .......................... 126
5.7 VEHICLE OPERATORS ........................................................................... 127
5.8 VEHICLE MECHANICS ......................................................................... 130
5.9 DISPATCHERS ......................................................................................... 133
5.10 SUPERVISORS ....................................................................................... 134
5.11 FACILITIES MAINTENANCE ................................................................. 137

6. CUSTOMER SERVICE AND EMPLOYEE BEHAVIOR EXPECTATIONS .......... 139
   6.1 CUSTOMER SERVICE .......................................................................... 139
   6.2 CONDUCT UNBECOMING AN EMPLOYEE ........................................... 139
   6.3 REMOVAL OF PERSONNEL ................................................................. 140

7. TRAINING AND QUALITY MANAGEMENT ................................................. 141
   7.1 TRAINING PLAN ............................................................................... 141
   7.2 TRAINING PLAN COMPONENTS .......................................................... 142
   7.3 ADA TRAINING: (INITIAL AND REFRESHER) ...................................... 142
   7.4 QUALITY CONTROL PROGRAM .......................................................... 144

8. BREEZE FIXED ROUTE OPERATIONS ....................................................... 145
   8.1 FIXED ROUTE SERVICES .................................................................... 145
   8.2 CONTRACTOR RESPONSIBILITIES ....................................................... 146
   8.3 TOTAL ANNUAL SCHEDULED REVENUE HOURS ............................. 147
   8.4 DETOURS ............................................................................................. 147
   8.5 DESTINATION SIGN CODES ............................................................... 148
   8.6 REVENUE COLLECTION AND CONTROL ............................................ 148
     8.6.1 On Board Checks 148
     8.6.2 Fare Recording and Boardings 148
   8.7 LOST AND FOUND POLICY ............................................................... 149
   8.8 HASTUS SCHEDULING ...................................................................... 149
   8.9 RTMS (XEROX ORBCAD) .................................................................... 149
   8.10 ADA EQUIPMENT FAILURE RESCUE REQUIREMENTS ................ 150
   8.11 STOP ANNOUNCEMENTS AND ROUTE IDENTIFICATION .......... 150
   8.12 OPERATOR PASS BYS OF DISABLED PERSONS ............................. 151
   8.13 PRE AND POST TRIP INSPECTIONS OF ADA EQUIPMENT ............ 151
   8.14 MEAL AND REST BREAKS ............................................................... 151
   8.15 VEHICLE OPERATOR REQUIREMENTS ........................................... 151
   8.16 FITNESS FOR DUTY .......................................................................... 151

9. LIFT ADA PARATRANSPORT OPERATIONS ........................................... 152
   9.1 LIFT OPERATIONS .............................................................................. 152
   9.2 SERVICE AREA AND SERVICE HOURS .............................................. 153
   9.3 PASSENGER ELIGIBILITY ................................................................. 153
   9.4 PERSONAL CARE ATTENDANTS ....................................................... 154
   9.5 COMPANIONS ..................................................................................... 154
   9.6 RESERVATIONS AND SCHEDULING .................................................. 154
   9.7 ON-TIME PICKUPS ........................................................................... 154
   9.8 ABANDONED TRIPS ......................................................................... 158
   9.9 LATE TRIPS ......................................................................................... 158
   9.10 NO-SHOWS LATE CANCELLATIONS ................................................ 158
   9.11 TRANSFER TRIP ................................................................................ 159
9.12 CAPACITY CONSTRAINTS AND TRIP PURPOSE RESTRICTIONS ........................................ 159
9.13 DEMAND FLUCTUATION .................................................................................................. 160
9.14 NCTD PROVIDED TRAPEZE MODULES AND OTHER LIFT SYSTEMS .................. 160
9.15 COMMUNICATION SYSTEM (OPTIONAL) ................................................................. 160
9.16 CUSTOMER SERVICE AND DISPATCH OPERATIONS ............................................. 162
9.17 SUBCONTRACTS WITH TAXI AND/OR OTHER NON-DEDICATED SERVICE PROVIDERS ................................................................. 162
9.18 MEAL AND REST BREAKS ............................................................................................ 163
9.19 FITNESS FOR DUTY ...................................................................................................... 163

10. FLEX SPECIAL TRANSPORTATION SERVICE ........................................................................... 164
10.1 SCOPE OF SERVICES ..................................................................................................... 164
10.2 FLEX SERVICE OPTIONS .............................................................................................. 165
10.3 RESERVATION (CALL) CENTER .................................................................................. 165
10.4 ON-TIME PICKUPS ........................................................................................................ 165
10.5 ABANDONED TRIPS ..................................................................................................... 165
10.6 FARE COLLECTION ......................................................................................................... 166
10.7 FACILITY ......................................................................................................................... 166
10.8 SUBCONTRACTS WITH TAXI AND/OR OTHER NON-DEDICATED SERVICE PROVIDERS ................................................................. 166
10.9 MEAL AND REST BREAKS ............................................................................................ 166
10.10 FITNESS FOR DUTY ..................................................................................................... 166

11. SERVICE MANAGEMENT ........................................................................................................ 167

12. MAINTENANCE OF FLEET .................................................................................................. 168
12.1 GENERAL ....................................................................................................................... 168
12.2 INCLUSION IN RATES .................................................................................................... 168
12.3 NCTD INSPECTIONS ...................................................................................................... 168
12.4 CONTRACTOR FLEET MAINTENANCE PLAN ............................................................. 169
12.5 VEHICLE CONDITION AND MAINTENANCE ........................................................... 170
12.6 ROAD CALL RESPONSE TIMES AND ACTIONS ....................................................... 173
12.7 VEHICLE WARRANTY REPAIRS, OEM BULLETINS AND OTHER REPAIR WORK ... 173
12.7.1 Notice of Defects ......................................................................................................... 173
12.7.2 Training ....................................................................................................................... 173
12.7.3 NCTD Role .................................................................................................................. 173
12.7.4 Repair Standards ....................................................................................................... 173
12.8 ENGINE AND TRANSMISSION REBUILDS ............................................................... 174
12.9 PAINTING AND SIGNAGE ............................................................................................. 175
12.9.1 Rolling Stock Painting ............................................................................................... 175
12.9.2 Decals and Signage ..................................................................................................... 175
12.9.3 Corrosion .................................................................................................................... 175
12.10 SUPPORT VEHICLE MAINTENANCE .......................................................................... 175
12.10.1 Maintenance Standards .............................................................................................. 175
12.10.2 Safety ......................................................................................................................... 176
12.10.3 Appearance ............................................................................................................... 176
12.10.4 Regular Inspections and Preventive Maintenance .................................................. 176
12.10.5 Replacement of Support Vehicles ......................................................................... 176
12.11 ADVERTISING ............................................................................................................... 177
12.12 MAINTENANCE OF ON-BOARD TECHNOLOGY SYSTEMS .................................. 177

13. CONTRACT CLOSE OUT AUDIT ......................................................................................... 179
13.1 CONTRACT CLOSE-OUT AUDIT .................................................................................... 179

14. MAINTENANCE OF FACILITIES AND EQUIPMENT ........................................................... 180
14.1 GENERAL ....................................................................................................................... 180
DEFINITIONS AND ACRONYMS

Definitions:

Abandoned Call – The term “Abandoned Call” means an inbound call to the Contractor’s phone system which are terminated by the caller (for any reason) prior to being answered by the Contractor’s personnel.

Abandoned Trip – The term “Abandoned Trip” means when a vehicle fails to arrive to transport a customer for a scheduled trip.

Accessible Vehicle – The term “Accessible Vehicle” means a vehicle which includes an ADA compliant lift or ramp, at least one ADA compliant securement area, and at least one ADA compliant securement system for securing a customer and his/her mobility device. ADA regulations for accessible vehicles may be found in 49 CFR Part 38.

Accident – The term “Accident” means any contact or collision between a vehicle being operated by the Contractor and any other object, vehicle or person, whether or not there is damage to any object or vehicle or injury to any person.

ADA – The term “ADA” means The Americans with Disabilities Act of 1990, a civil rights law passed by Congress in 1990 which makes it illegal to discriminate against people with disabilities in employment, services provided by state and local governments, public and private transportation, public accommodations and telecommunications.

ADA Certified – The term “ADA Certified” means an individual that has applied, gone through the NCTD evaluation process and whose evaluation rendered a decision that the individual has a disability or disabilities that prevent them from using fixed route bus or rail either for some or all of the time.

ADA Certified Customer – The term “ADA Certified Customer” means a customer who has been determined to be eligible for ADA paratransit service by NCTD or another transit agency.

ADA Complementary Paratransit – The term “ADA Complementary Paratransit” means a system of demand-response services for people whose disabilities prevent them from using fixed-route transit for at least some trips. ADA paratransit must provide a level of service that is comparable to that provided by the
regular fixed-route system in terms of service area, hours and days of service, response times, fares and other criteria specified in the U.S.DOT ADA regulations, 49CFR, Part 37.

**Additional Service** – The term “Additional Service” means additional services as described in the Agreement Services.

**Add-on Trip** – The term “Add-on Trip” means a trip which is added to a pre-existing vehicle manifest or driver schedule.

**Agreement Services** – The term “Agreement Services” means services provided by the Contractor under the terms of the Contract.

**Average Hold Time** – The term “Average Hold Time” means the amount of telephone hold time (measured in minutes and/or seconds) taken to answer an inbound call once it enters the queue.

**AVL** – The term “AVL” means Automated Vehicle Location.

**Base Services** – The term “Base Services” means any work covered in the Agreement Services, not specified as Additional Service or Mobilization Services or Optional Services or Tasks.

**BREEZE** – The term “BREEZE” means NCTD’s fixed route bus service.

**Cancellation at the Door** – The term “Cancellation at the Door” means when the paratransit vehicle arrives within the scheduled pick-up window, and the customer informs the paratransit driver that she/he will not be taking the trip.

**COASTER** – The term “COASTER” means NCTD’s commuter rail transit service.

**Companion** – The term “Companion” means an individual who accompanies an ADA eligible customer traveling on paratransit. Any ADA eligible customer may travel with one companion of his/her own choosing, and the customer may travel with additional companions on a space-available basis. Companions are not considered “Personal Care Attendants”, and a customer who is eligible to travel with a PCA may also travel with a companion or companions as set forth herein. The rider must request space for the companion(s) when booking his/her trip or (for additional companions) on the day of service. A companion must begin and end his/her trip with the rider, and the companion must pay the same fare as the rider.

**Curb to Curb Service** – The term “Curb to Curb Service” means the base level of service which the Contractor will be expected to provide for NCTD. For curb-to-curb service, assistance is not provided until the rider reaches the curb. Per ADA requirements, to support origin to destination travel, the Contractor must make provisions that ensure that LIFT service is provided in a manner that actually gets the passenger from his or her point of origin to his or her destination point. To meet this origin to destination requirement, service may need to be provided to some individuals, or at some locations, in a way that goes beyond curb-to-curb service. Drivers will be expected to provide reasonable assistance, including alerting the passenger to his/her presence, greeting the customer, informing the customer that she/he is his/her paratransit LIFT service driver, providing assistance to and from the vehicle if needed, assistance in boarding and exiting the vehicle, navigating to and from the seat, engaging the seatbelt, shoulder harness and mobility device securement system if needed, collecting the fare, and assistance with small packages. Drivers shall not engage in any assistance that would require the driver to lose sight of his/her vehicle when occupied by another rider. Drivers are not to enter any customer’s residence.

**Days** – The term “days” means calendar days, unless otherwise specifically noted.

**Deadhead Miles and Hours** – The term “Deadhead Miles and Hours” means the miles and hours that a vehicle travels when out of revenue service. Deadhead includes: leaving or returning to the garage or yard facility, changing routes, and when there is no expectation of carrying revenue passengers. Deadhead does not include: charter service, school bus service, travel to fueling facilities, travel to maintenance facilities, operator training, or maintenance training.

**Dedicated Vehicle** – The term “Dedicated Vehicle” means a vehicle which is provided either by NCTD, by the Contractor, by a Subcontractor or by another party which is solely dedicated to the provision of transportation under this contract. Dedicated vehicles do not include vehicles which are used for other contracts or to provide other transportation services not connected with this contract. Dedicated vehicles
used to provide services in connection with this contract may include accessible vans and accessible minivans.

Deferred Maintenance – The term “Deferred Maintenance” means the practice or outcome of either postponing or failing to properly plan and complete scheduled and or normal/reasonably expected unscheduled maintenance activities such as repairs on either real property (i.e. infrastructure) and/or other property/equipment (i.e. machinery, vehicles) consistent with NCTD and or regulatory requirements.

Door-To-Door Service – The term “Door-to-Door Service” means the higher level of service which the Contractor will be expected to provide for NCTD if the customer is unable per ADA requirements to complete the trip using the base level of service, which is curb to curb. Door-to-door service is defined as service from the outermost door of the passenger’s origin to the outermost door of the passenger’s destination. Drivers will be expected to provide reasonable assistance, including alerting the passenger to his/her presence, greeting the customer, informing the customer that she/he is his/her paratransit LIFT service driver, providing assistance to and from the vehicle if needed, assistance in boarding and exiting the vehicle, navigating to and from the seat, engaging the seatbelt, shoulder harness and mobility device securement system if needed, collecting the fare, and assistance with small packages. Drivers will not be expected to provide door-to-door service when doing so would require the driver to lose sight of his/her vehicle when occupied by another rider. Drivers are not to enter any customer’s residence.

Commencement Date – see “Service Date”.

Contractor – The term “Contractor” means a person, firm, or corporation whose proposal was deemed to be in the overall best interest of NCTD and is approved for award of a Contract and subsequently enters into an Agreement with NCTD for the provision of services.

Emergency Bus Bridge Services – The term “Emergency Bus Bridge Services” means bus service provided during rail-service related emergencies on the COASTER or SPRINTER, emergency bus bridge services are provided to shuttle passengers around incident scenes on the railroad that do not extend beyond a 24 hour period.

Equipment – The term “Equipment” means the equipment supplied by the District for use by the Contractor in providing service under the Contract, as listed in Appendix 2 “Support Equipment Inventory”.

Executive Director – The term “Executive Director” means the Executive Director of the District.

Facilities – The term “Facilities” means (A) the BREEZE Operations Facility West Division located at 303 and 305 Via del Norte, Oceanside, CA and the BREEZE Operation Facility East Division located at 755 and 775 Norlak Avenue and 400 North Spruce along with the “WonderBread” property that has been purchased for expansion, Escondido, CA and (B) the District’s bus stops, including signs, furniture, and shelters. The Facilities are more specifically described in Appendix 3 “Facilities Descriptions” hereto.

Federal Transit Administration (FTA) – The term “Federal Transit Administration” means The Federal Transit Administration, U. S. Department of Transportation, formerly known as the Urban Mass Transportation Administration. The FTA oversees the performance of transit agencies in the delivery of public transit and paratransit services.

FLEX – The term “FLEX” means NCTD’s specialized transportation services that support last mile connections, lower density service areas, and or any other services that fall outside of the standard industry definition of fixed route bus and or ADA paratransit service. FLEX service examples include deviated fixed route and demand response services that can be provided under various models to support cost efficiency or other goals established by NCTD.

Force Majeure – The term “Force Majeure” means performance failures caused by natural disasters (Acts of God: earthquakes, hurricanes, floods), wars, riots or other major upheavals or by performance failures of parties outside the control of the contracting party (e.g. disruptions in utility service attributable to the utility company or labor actions by employees of a common carrier.

Fraud – The term “Fraud” means an intentional misrepresentation, deceit, or concealment of a material fact with the intention of thereby depriving a person of property or legal rights or otherwise causing injury.
Hazardous Materials – The term “Hazardous Materials” means flammable, explosive, or radioactive materials, chemicals, hazardous wastes, toxic waste or materials, or similar substances, and any petroleum products or derivatives deemed hazardous by federal, state or local law.

Holiday Schedule – The term “Holiday Schedule” means a modified schedule to provide a different level of transit service on designated days.

In Service Failure – The term “In Service Road Failure” means any failure of a mechanical component and or onboard equipment of a revenue vehicle that does not disrupt service or does not result in the loss of revenue service and no replacement vehicle or personnel is dispatched to support the repair.

Late Cancellation – The term “Late Cancellation” means a trip which is cancelled by the customer or the customer’s representative less than one hour before the scheduled pick-up time.

Late Trip – The term “Late Trip” means a trip is considered late if it falls outside of the 30-minute on-time pickup window and the passenger takes the trip or arrives 20 minutes past the drop off time.

LIFT – The term “LIFT” means NCTD’s ADA Paratransit service provided per USDOT regulatory requirements.

Malice – The term “Malice” means any conduct intended to cause injury to others or despicable conduct which is carried on with a willful conscious disregard of the rights or safety of others.

Manifest – The term “Manifest” means a list of the trips which are assigned to a specific vehicle route or to a specific driver. Manifests include a pre-determined set of information for each scheduled pick-up and drop-off, including the customer’s name, trip identification number, city of residence, address, (either pick-up or drop-off), scheduled pick-up or drop-off time, codes to indicate whether/not the, customer is traveling with a mobility device, service animal or oxygen, whether or not the customer is traveling with a PCA or companions, the fare to be collected, and any other special instructions. Manifests showing trips for a particular vehicle or route are referred to as “vehicle manifests”. Manifests showing work for a particular driver are referred to as “driver manifests.”

Meal and Rest Period – The term “Meal and Rest Period” means the period of time and requirements mandated by the State of California for a covered employee to have a meal and rest period.

Mobilization – The term “Mobilization” means the services necessary to successfully commence the Agreement Services on the Service Date; these services are performed prior to the Service Date and after the Notice to Proceed.

Mode – The term “Mode” means a system for carrying transit passengers described by specific right of way, technology, and operational features.

MTS – The term “MTS” means the San Diego Metropolitan Transit System (MTS) (or sometimes abbreviated SDMTS) is the public transit service provider for Central, South, Northeast and Southeast San Diego County, in the United States. MTS operated subsidiaries include the San Diego Trolley, Incorporated (SDTI), and San Diego Transit Corporation (SDTC).

No Show – The term “No Show” means when a vehicle arrives to transport a customer within the scheduled pickup window, the driver or dispatcher attempt to make contact with the customer but are unable to reach them, the driver waits five minutes and the customer has not approached to take his/her scheduled trip.

At this point, dispatch releases the driver to move to their next pick up.

Non-Peak Period – The term “Non-Peak Period” means the period of service before, between, or after the peak period of each service day.

On-Time ADA Paratransit – The term “On-Time ADA Paratransit” means when a vehicle arrives within the quoted +0/- 20 minutes pickup window to be “On-Time” the pickup must occur during the window, not earlier or later to be considered on time.

On-Time Fixed Route – The term “On-Time Fixed Route” means the when a Revenue Vehicle departs from a scheduled time point no later than five (5) minutes and fifty-nine (59) seconds or less late, but not earlier than the scheduled time point, in accordance with official District published schedules.
On-Time Specialized Transportation (Demand Response) The term “On-Time Specialized Transportation (Demand Response)” means when a vehicle arrives within the quoted +0/- 20 minutes pickup window to be “On-Time” the pickup must occur during the window, not earlier or later to be considered on time.

On-Time Specialized Transportation (Deviated Fixed Route) The term “On-Time Specialized Transportation (Deviated Response)” means when a vehicle arrives within +0/- 15 minutes pickup window for a designated pickup point and five (5) minutes or less late, but not earlier than the scheduled time points, in accordance with the official District published schedules.

Oppression – The term “Oppression” means despicable conduct that subjects a person to cruel and unjust hardship in conscious disregard of that person’s rights.

Passenger Miles – The term “Passenger Miles” means the total number of miles traveled by all passengers, including customers and riders (used interchangeably), Personal Care Attendants and companions.

Passenger Trips – The term “Passenger Trips” means the total number of trips taken by all passengers, including customers and riders (used interchangeably), Personal Care Attendants and companions.

Peak Period – The term “Peak-Period” means the period of service with the highest ridership during the entire service day, generally referring to either the peak hour or peak several hours.

Performance Standards – The term “Performance Standards” means a set of metrics which define exceptional, acceptable and unacceptable levels of performance for the Contract.

Personal Care Attendant (PCA) – The term “Personal Care Attendant” means an individual designated by a person with a disability who assists the person with disabilities with tasks of daily living. Examples may include, but not be limited to: guiding, pushing a wheelchair, lifting or carrying packages, providing balance or support, reading and writing, etc. A person with a disability may designate any individual as his/her PCA. In accordance with ADA requirements, NCTD requires that individuals who need to travel with a PCA indicate this need when they go through the ADA paratransit eligibility certification process. Once NCTD approves a person’s right to travel with a PCA, the eligible person with a disability may be accompanied by his/her PCA at no charge. The passenger must inform the Contractor that she/he will be traveling with a PCA, and the PCA must begin and end his/her trip with the passenger.

Pick-Up Window – The term “Pick-Up Window” means NCTD has established a 30 minute pick up window. The pick-up window is defined as being from zero minutes before to 30 minutes after the time to which the Customer Service Center Agent and the rider have agreed for the trips pick up.

Preventable Accident – The term “Preventable Accident” means is one in which the employee could have done something to prevent or avoid the accident regardless of fault.

Rail Replacement Services – The term “Rail Replacement Services” means planned or emergency rail service outages in excess of one (1) day.

Recklessness – The term “Recklessness” means conduct which is of unreasonable character that was 1) performed in disregard of a known risk or that was 2) performed in disregard to a risk so obvious that he/she shall have been aware of the risk.

Recovery Time – The term “Recovery Time” means the time built into a route trip schedule to mitigate schedule adherence issues relating to delays, excluding any required meal or rest periods.

Revenue Hour – The term “Revenue Hour” means the time a Revenue Vehicle is in Revenue Service, including Recovery Time but excluding Deadhead Time.

Revenue Miles – The term “Revenue Miles” means the number of miles scheduled to be traveled by Revenue Vehicles in Revenue Service.

Revenue Service – The term “Revenue Service” means the time when a Revenue Vehicle operates in transit services available to carry fare paying passengers. Revenue service includes Recovery Time, but does not include Deadhead Time, missed trips, or any time where Revenue Vehicle is out of service for
vehicle operator lunch, refueling, mechanical breakdown, or other operational variation which would remove a vehicle from availability for Revenue Service.

Revenue Vehicle Hour – The term “Revenue Vehicle Hour” means the time a Revenue Vehicle is in Revenue Service, including Recovery Time but excluding Deadhead Time. Revenue Vehicle Hour also means a span of time from the first passenger pick up (even if the passenger does not ride) to the last passenger drop off of a run excluding any meal breaks, service breaks, mechanical breakdowns and time when a vehicle is unavailable due to an accident. Revenue Vehicle Hour excludes deadhead time to and from the vehicle storage location. For non-dedicated vehicles, revenue vehicle hours include the amount of time during which passengers are being transported and exclude any time when a passenger is not on board. Revenue Vehicle Hours equates to Revenue Service.

Revenue Vehicle Miles – The term “Revenue Vehicle Miles” means all miles traveled by any vehicle at any time the vehicle is operating in revenue service.

Revenue Vehicles– The term “Revenue Vehicles” means the rolling stock used to provide revenue service for passengers.

Rider Miles - The term “Rider Miles” means the total number of miles traveled by all riders and customers (used interchangeably). Excludes miles traveled by Personal Care Attendants and companions.

Rider Trips - The term “Rider Trips” means the total number of trips taken by all riders and customers (used interchangeably). Excludes trips taken by Personal Care Attendants and companions.

Road Call – The term “Road Call” means any disruption of service caused by a vehicle’s inability to continue in service and requiring replacement or a mechanic or a supervisor to be dispatched to address an issue. This would include accidents and passenger incidents.

Road Failure – The term “Road Failure” means a road failure is any disruption of service caused by a mechanical failure which results in the dispatch of a maintenance or supervisory vehicle to correct and/or the removal or replacement of the motor vehicle while in revenue service. As defined in the Nation Transit Database any trip that cannot be started or completed due to a mechanical failure shall be counted as a road failure, regardless of any loss of service. This would also include tires.

Running Repairs – The term “Running Repairs” means repairs identified such as flat tires, vehicle overheating, etc. Running Repairs must be complete within seven calendar days of the day upon which the needed repair is identified.

Service Date – The term “Service Date” means the date that day-to-day operating responsibilities and provision of NCTD fixed route bus, ADA paratransit, and FLEX specialized transportation services transition to the Contractor following its mobilization period. This is also the date when the Contractor begins performing the Base Services, as defined in the Scope of Work of the Contract.

Special Event – The term “Special Event” means service provided for special events. For example, NCTD provides seasonal special service for the San Diego County Fair at the Del Mar Fairgrounds, using regular fare policies. This service is generally provided utilizing two (2) buses from each Division.

SPRINTER – The term “SPRINTER” means NCTD’s diesel multiple unit hybrid rail transit service that currently operates between Oceanside and Escondido.

Standby Bus Services – The term “Standby Bus Services” means the Contractor is required to provide stand-by Operators and vehicles. The Contractor is required to meet service level standards and ADA Requirements. Currently, one bus in each Division is scheduled 16 hours per day, weekdays only, to provide service recovery in the event of a bus breakdown, wheelchair passenger bypassed for more than 30 minutes, or other similar purposes.

Sub-Contractor – The term “Sub-Contractor” means a party or parties who is contracted to perform specific a piece(s) scope of the work on behalf of the Contractor, pursuant to an agreement with the Contractor, and who, by the terms of the agreement agrees to comply in all respects with the terms of the contract between the Contractor and NCTD.
Subscription Trip – The term “Subscription Trip” means a trip from the same place (origin), to the same place (destination), at the same time, on the same day or days of the week, for at least a month.

Support Equipment – The term “Support Equipment” means the equipment, tools, machines, and other equipment and materials needed to maintain the rolling stock and facilities.

Support/Non-Revenue Vehicles – The term “Support Vehicle” means a vehicle that is used by the Contractor to support transit services under the Agreement (for activities such as road supervision, operator relief, and maintenance functions), but is not used in Revenue Service, including cars, vans, tow trucks, lift-equipped vans, service trucks, and forklifts.

System – The term “System” is defined as a complete and organized sum of integral parts that make up a working unit such as hardware, software, mechanical, electrical, and structural systems. Examples include but are not limited to bus washes, building structures, flooring, fire/life safety, plumbing, mechanical, electrical, and pneumatic, HVAC, and lighting systems.

Total Miles – The term “Total Miles” means the total miles accumulated for a period on all active vehicles during that period.

Vendor or Supplier – The term “Vendor or Supplier” means the manufacturer, vendor or supplier of one or more components, parts or vehicles of NCTD BREEZE, LIFT, and FLEX services.

Visitor – The term “Visitor” means any individual who is visiting the region and who is either eligible for ADA paratransit in another community or who has a disability which prevents use of fixed-route transit. Visitors are entitled to use ADA paratransit for up to 30 days within a calendar year. Visitors who need more than 30 days of service within a calendar year are required to go through the ADA eligibility certification process.

Will-Call Return – The term “Will-Call Return” means the return portion of any trip which is scheduled without a specified pick-up time. When a rider schedules a “Will Call Return”, the rider must call to request the return. Once requested, the contractor must arrive to transport the rider within 60 minutes.

Written Order – The term “Written Order” means a written order signed by the Executive Director, or his/her designee and/or a properly authorized representative or agent of NCTD, mailed to the Contractor at the address designated in the RFP, or to such other address as may be designated in writing as the Contractor’s official place of business.

Acronyms:

ADA – Americans with Disabilities Act
APTA – American Public Transit Association
CALOSHA – California Division of Occupational Safety and Health Administration
CARB – California Air Resources Board
CFMP – Contractor’s Facility Maintenance Plan
CFR – Code of Federal Regulations
CHP – California Highway Patrol
COMP Plan – NCTD’s Comprehensive Strategic, Operating, and Capital Plan
CPUC – California Public Utilities Commission
EPA – Environmental Protection Agency
ETC – Escondido Transit Center
FTA – Federal Transit Administration of the U.S. Department of Transportation
ISMSP – Integrated Safety Management System Plan
JDE – JD Edwards
MOU – Memorandum of Understanding
MTS – San Diego Metropolitan Transit System
NCTD – North County Transit District
NTD – National Transit Database
NTSB – National Transportation Safety Board
OCC – Operations Control Center
OEM – Original Equipment Manufacturer
OTC – Oceanside Transit Center
OTP – On Time Performance
PCA – NCTD’s Procurement and Contract Administration Division.
RCP – Regional Coordinated Plan
PCR – Plaza Camino Real
RTP – Regional Transit Plan
SANDAG – San Diego Association of Governments
SCRRA – Southern California Regional Rail Authority
SOP – Standard Operating Procedures
TSA – Transportation Security Administration
VTC – Vista Transit Center
USDOT – United States Department of Transportation
OTHER KEY DEFINITIONS AND ACRONYMS:

FTA and other regulatory agencies promulgate definitions and acronyms that are controlling definitions for reporting. The FTA’s National Transit Database glossary (NTD Glossary) provides industry-accepted definitions and establishes how certain operating, financial, and performance matters must be reported. The current NTD Glossary and Reporting Manual can be found at: https://www.transit.dot.gov/ntd. The definitions and acronyms promulgated and updated by these agencies will be the controlling method for any interpretation or calculation for reporting or accounting purposes for the services specified by this Request for Proposal (RFP) and any subsequent contract issued pursuant to this RFP with the controlling oversight agency’s definitions and acronyms having the highest precedence.

[Remainder of page intentionally left blank]
1.1 GENERAL SUMMARY OF WORK

NCTD is seeking a contractor to have an integral role in the delivery of safe, convenient, reliable, and user-friendly transportation service on BREEZE, LIFT, and FLEX. The Contractor will be required to implement and maintain a strong and positive safety and customer service culture for its operations that is incorporated and integrated within the overall NCTD service network. The detailed scope of work and requirements are provided in the RFP and the final contract documents. In summary, the Contractor will have responsibility for:

- BREEZE, LIFT, and FLEX Transportation (Operators, Reservationists, Field Supervision),
- Fleet Maintenance (non-revenue and revenue)
- Dispatch Services
  - Division Dispatch (Operator reporting, fitness for duty, service management during non-peak periods not covered by OCC Dispatch)
  - Service Management Dispatch within NCTD’s OCC
- Facility and Support Equipment maintenance

The Contractor shall ensure that its safety, operations and maintenance plans specifically address the goals and requirements associated with NCTD operations and that such plans and the execution of such plans and operations are overseen with a documented and robust oversight program, quality assurance program and training program provided and administered by the Contractor. The Contractor shall be proactive in capturing opportunities for improvement, as well as maintaining compliance with regulatory requirements, APTA standards, and implementation of best practices. The Contractor must be cognizant and mindful of the role that NCTD plays in the operation of the services and the expectations of key stakeholders that the Contractor perform its contractual duties and responsibilities in a manner that supports the goals of NCTD to provide safe, convenient, reliable, and user-friendly transportation. NCTD will maintain policy control of all aspects of the services and operations performed under this Agreement, and have an active oversight role in order to ensure contractual and regulatory compliance, and customer satisfaction. Nevertheless, it is the Contractor’s responsibility to perform in accordance with contractual and regulatory requirements. It is also essential that the Contractor understand and share NCTD’s high performance expectations which include the following:

- 100% of all trips are operated as scheduled,
- Customers will feel welcomed and appreciated when using NCTD services,
- Employees will feel respected, have a sense of teamwork and take pride in the performance of their duties, and
- A safety and operational culture that is steeped in continuous improvement.

SIGNIFICANT REGIONAL RELATIONSHIPS:

NCTD COORDINATION WITH METROPOLITAN PLANNING ORGANIZATION (MPO)

With the passage of Senate Bill (SB) 1703 in 2003, SANDAG assumed responsibility for the consolidated agency functions for San Diego County while NCTD and Metropolitan Transit System (MTS) assumed the transit agency functions. As the regional planning organization, SANDAG works in coordination with NCTD and MTS for transit service planning and project development planning that:

- Serve regional travel demand corridors that cross transit agency jurisdictional boundaries;
• Significantly affect passenger trip making;
• Require additional regional operating funds above the overall transit agency-adopted budget and projected budget capacity; and
• Affect the policies, projects, services, and facilities included in the Regional Comprehensive Plan (RCP), the Regional Transportation Plan (RTP), and TransNet Ordinance.

Specifically, SANDAG responsibilities for planning and project development include:

• Preparing the RCP, the RTP, and the Regional Short Range Transit Plan (RSRTP), also referred to as the Coordinated Plan. SANDAG will conduct the long-range transit plans and corridor studies as part of the RTP, and regional and subarea planning studies as prioritized in the RSRTP, RTP, and RCP;
• Planning, locating, and designing transit infrastructure and facilities for regionally significant transit projects and services, identified in the RTP, RCP, RSRTP, and the TransNet Ordinance;
• Preparing Environmental Justice and Title VI compliance reports for fare changes;
• Managing the competitive process for granting FTA funds; and
• Developing the regional fare policy.

As a transit agency, NCTD planning responsibilities include the following:

• Development of service adjustments, evaluation and approval of changes, implementation and monitoring of BREEZE, SPRINTER, COASTER, LIFT and FLEX service;
• Development of a service implementation plan;
• Participation in the development of service plans for service adjustments with regional significance, in response to changes in regional travel demand, to address regional service gaps and deficiencies and to implement plans and programs identified in RTP, RCP, RSRTP, and the TransNet Ordinance.

REGIONAL TECHNOLOGIES:
NCTD shares certain regional technology to include HASTUS, XEROX CAD/AVL, Motorola Radio System, and Cubic Fare Payment Smart Card System with MTS. MTS serves as the lead for these regional technologies and all of these regional systems are housed on MTS servers.

NCTD COORDINATION WITH OTHER REGIONAL TRANSPORTATION OPERATORS:
Located in North San Diego County, NCTD operates transit service in proximity to other transit providers. Orange County Transportation Authority (OCTA), Metrolink commuter rail, Amtrak, Riverside Transit Agency (RTA), MTS, and Greyhound all operate within NCTD’s service area. Therefore, coordination between the respective agencies is required.

Local Bus:
MTS and OCTA’s bus and paratransit service connects to NCTD’s services, allowing customers to transfer between NCTD and MTS or OCTA transit modes. The transfer point between NCTD and OCTA fixed-route local bus service is in San Clemente, at the northern terminus of BREEZE Route 395. MTS and NCTD transfer points between local bus routes are located at Del Lago Park and Ride in Escondido, Escondido Transit Center, and the Veteran Affairs Hospital and UTC in La Jolla. MTS local bus and Trolley service connects to three COASTER stations in the MTS service area: Sorrento Valley, Old Town, and Santa Fe Depot. As the only feeder system at these locations, MTS local bus and Trolley service play a critical role in the COASTER’s service. RTA makes connections at the ETC and OTC transit facilities.
Intercity Bus: Greyhound operates long-haul bus service through NCTD’s service area, stopping at the Oceanside Transit Center (OTC) and Escondido Transit Center (ETC), and also operates routes elsewhere throughout California, the United States, and Mexico.

Commuter Rail: Metrolink is the regional commuter rail network operating in 6 counties of southern California, with 55 stations and 7 rail lines. Metrolink provides 16 daily trips to OTC, which is also utilized by the COASTER, SPRINTER, and BREEZE. Metrolink service within San Diego County is provided pursuant to an agreement between NCTD and Orange County Transportation Authority with Metrolink serving as the operator.

Intercity Rail: Amtrak intercity rail operates on NCTD’s rail corridor, making stops at Santa Fe Depot, Solana Beach, and OTC during peak periods and serving all COASTER station stops during nonpeak periods.

1.2 DESCRIPTION OF CURRENT OPERATIONS

1.2.1 BREEZE Fixed Route Bus Service

a) NCTD operates daily conventional fixed route bus service on 31 routes within the service area on an average headway of 50 minutes during the week peak period. The bus network is built around six transit centers, four of which are located adjacent to key SPRINTER stations in Escondido, Oceanside, San Marcos, and Vista, as well as two bus-only transit centers at San Luis Rey Transit Center and Plaza Camino Real Transit Center in Carlsbad. BREEZE routes also serve 5 COASTER stations and the 11 additional SPRINTER stations. The annual ridership for BREEZE is approximately 8 million with a FY 17 Budget of $28.5 million associated with the current contract operator. The current BREEZE routes, span of service, days of service, ridership, revenue miles, and revenue hours is provided in NCTD’S FY 2017 – FY 2026 Comprehensive Strategic, Operating and Capital Plan Appendix 1 NCTD FY 17 Comprehensive Strategic, Operating, and Capital Plan.

b) NCTD BREEZE operates in a combination of suburban and rural operating environments, with some pockets of higher population density. The overall BREEZE system service design concept is based on a timed-transfer system of pulsed connections at major transit centers. To the maximum extent possible, timed connections have been established between BREEZE, COASTER, SPRINTER, Metrolink and Amtrak trains, and connecting RTA, OCTA and MTS bus services.

c) NCTD BREEZE also provides the following types of services:

- Backup Tripper Bus Services
- Standby Bus Services
- Special Event Bus Services
- Emergency Bus Bridges

d) NCTD’s current fixed route fleet consists of 167 revenue vehicles, including 139 standard heavy duty buses, 24 medium duty cut-away vans, 3 FTA approved buses in the Contingency Fleet and one heavy duty diesel bus awaiting retirement. NCTD is awaiting the delivery of 26 replacement 40’ buses in 2016 and 4 buses in 2017. The fleet consists of 28’, 32’, 35’, and 40’ transit coaches. NCTD Fleet Management Plan.

e) The operations and maintenance for BREEZE is provided at the West Division in Oceanside, CA and East Division in Escondido, CA. Currently 106 vehicles are stored and maintained at the West Division and 61 buses at the East Division. Maintenance facilities include CNG fueling stations and service lanes, administration buildings, maintenance buildings, and parking for buses, service vehicles, and employees. The maintenance shops contain bus repair bays, pits, hoists, forklifts, engine repair benches, body shop, parts inventory store room, and paint booth in the West Division.
1.2.2 LIFT ADA Paratransit Service

a) NCTD provides complementary ADA Paratransit Service in accordance with established NCTD service requirements, applicable USDOT regulations, 49 CFR Part 37 Transportation Services for Individuals with Disabilities, and the Americans with Disabilities Act (ADA). The annual ridership on LIFT is approximately 200,000 with a FY 17 Budget of $6.7 million associated with the current contract operator. Please see Appendix 1: “NCTD FY 17 Comprehensive Strategic, Operating, and Capital Plan” and Appendix 1: “NCTD Board Policy No. 21 ADA Paratransit” for more details regarding NCTD’s LIFT ADA paratransit service.

b) LIFT service is provided in a comparable manner to BREEZE services throughout the same hours and days of services as NCTD’s fixed route services. Travel is limited to origins and destination located within a 3/4 mile of BREEZE corridor or local bus routes. Appendix 1: “NCTD FY 17 Comprehensive Strategic, Operating, and Capital Plan” for the service area includes maps for LIFT.

c) NCTD contracts with a firm, ADARide, for the certification and recertification of eligibility for use of LIFT services. ADARide uses a web based application process and transmits daily updates of customer information to the LIFT Contractor via fax for input in the Trapeze scheduling software owned by NCTD. ADARide provides certifications in the following categories; unrestricted, conditional, temporary, or trip by trip.

d) There are 53 vehicles used for LIFT services (see Appendix 5 for a listing of all Revenue Vehicles). All of these vehicles are owned by NCTD. The Contractor provides and maintains the radio communication system for NCTD owned vehicles. The NCTD owned vehicles are not currently equipped with GPS/AVL or mobile data terminals. The Contractor also subcontracts to vendors for LIFT services. Approximately, 2% of the trips are subcontracted. See NCTD’s FY 2017 LIFT Fleet Management Plan.

e) The maintenance of LIFT equipment is at the East and West operating facilities. 41 LIFT vehicles are stored at the West and 12 at the East Division. LIFT operations, including administration, reservationists and scheduling, are conducted at 303 Via Del Norte, Oceanside Ca. 92054.

1.2.3 FLEX Service

a) NCTD provides FLEX specialized transportation (zone based, flexible route, and or demand response) in service areas as described in Appendix 1: “NCTD FY 17 Comprehensive Strategic, Operating, and Capital Plan”. NCTD established FLEX to provide sustainable transit access to customers in lower density areas or for last mile service where traditional fixed route service is unsustainable. The annual ridership on FLEX is approximately 26,000 with a FY 17 Budget of $452,000 associated with the current contract operator.

b) FLEX routes vary from day to day based on the trip requested by the customer and a flat fare is charged for any trip taken within the zone. Pickup requests must be made by telephone at least 30 minutes before the desired travel time. Transfers to fixed routes are available for customers traveling beyond FLEX zone boundaries.

c) There are 8 vehicles used for FLEX services (see Appendix 5 for a listing of all Revenue Vehicles). All of these vehicles are owned by NCTD. The Contractor provides and maintains the radio communication system for NCTD owned vehicles. The NCTD owned vehicles are not currently equipped with GPS/AVL or mobile data terminals but are equipped with fare boxes.

d) The maintenance of FLEX vehicles occurs at the East and West operating facilities.

1.3 FUTURE PLANS

a) NCTD and SANDAG are collaborating to provide the funding and capital infrastructure to support expanded operations of both the SPRINTER and COASTER services, which will result in increased bus service frequencies. In the near term, NCTD plans to closely evaluate currently under-utilized services and will determine if the service is to be eliminated or if the service can be provided in a
more cost effective manner as measured by subsidy required per customer and increased utilization through innovative approaches proposed by the successful Proposer as specified and contracted for implementation by NCTD and the selected contractor resulting from this RFP.

b) NCTD, subject to availability of funding, contemplates infrastructure improvements that may include new vehicle technologies, expanded and or new facilities, and new equipment purchase that may involve implementation of new systems. The provisions for the Contractor to maintain or provide service for such additions will be accounted for in accordance with the compensation and pricing data obtained as part of this procurement and subsequently negotiated and incorporated via a supplemental agreement.

c) NCTD is also funding state of good repair bus and equipment replacement projects. The Contractor shall be expected to work collaboratively and proactively to support the management of procurement and implementation of capital replacement and enhancement projects.

d) All NCTD and or regional projects listed in the 2050 RTP, Los Angeles- San Diego-San Luis Obispo Rail Corridor (LOSSAN) Project reports, and NCTD Strategic Operating and Capital Plan are contingent upon funding availability and subject to change at the discretion of NCTD and/or SANDAG.

e) From time to time NCTD may improve, install, remove or construct facilities or equipment; these actions may impede the Contractor’s work flow and are to be considered a normal course of business. The Contractor is expected to cooperate with third party contractors so this work can be completed as quickly as possible. No extra compensation will be considered during these activities.

[Remainder of page intentionally left blank]
2. NCTD RESPONSIBILITIES

NCTD is responsible for overseeing the contractor’s performance on this contract. Specific agency responsibilities include, but are not limited to:

- Selecting and managing the contractor and approving subcontractors. The contractor directly oversees the activities of all subcontractors.
- Establishing, maintaining and modifying all policies and procedures.
- Setting and modifying fares, acceptable forms of payment, and fare accounting procedures.
- Determining the eligibility of individuals who apply for paratransit service and for providing names, contact information, eligibility information and other information required for the contractor to provide service.
- Accepting comments, complaints, commendations and suggestions from paratransit passengers, caregivers and other individuals concerned about paratransit service and providing contractor-related comments, complaints, commendations and suggestions to the contractor and/or service delivery providers for research and resolution.
- Receiving, reviewing and approving data, reports and invoices provided by the contractor.
- Creating, producing and providing all service-related communication (whether electronic or in hard copy). Examples include, but are not limited to: letters, fliers, newsletters, brochures and surveys.

2.1 OPERATIONS, SAFETY, AND REGULATORY OVERSIGHT

a) NCTD will provide oversight for all aspects of the Contractor’s performance and requirements associated with this procurement, including but not limited to:

1) Monitoring and Performance Management: Monitoring the records, facilities, personnel, equipment, and key performance metric achievement of the Contractor in the performance of BREEZE, FLEX, and LIFT operations and maintenance of facilities. The Contractor shall supply competent and capable personnel at all times. NCTD may require the removal of personnel from the Contract that NCTD deems to be careless, incompetent, insubordinate, unsafe or otherwise objectionable and whose continued employment on NCTD property is not in the best interest of NCTD.

2) Materials Specification: Specifying supplies and uniforms to be used by the Contractor in the performance of operations and maintenance activities.

3) Inspection and Removal: Inspecting any equipment at any time, and requesting repair or removal from service any equipment which in NCTD’s sole discretion is in an unacceptable condition.

4) Asset Management and Key Business Systems: NCTD will provide key systems to support asset management and other key business system requirements associated with this contract.

b) NCTD may employ persons other than the Contractor’s employees to perform functions including fare verification, passenger assistance, passenger counts, marketing, and customer information. NCTD’s use of these persons for such duties does not relieve the Contractor from performing its contractual requirements.

c) NCTD reserves the right to use “Mystery Riders”, onboard cameras, facility cameras or other methods to monitor and evaluate vehicle operator performance. NCTD will provide the results of such monitoring to the Contractor for appropriate response and corrective action.
2.2 NCTD PROGRAMS, PLANS, PROCEDURES AND POLICIES

a) A complete list of current NCTD Programs, Plans, Policies, and SOPs is provided in Appendix 4: "List of Current NCTD Programs, Plans, Policies, and SOPs". Proposers must carefully review these documents and advise NCTD of any requested significant modifications or objections during the Question and Answer phase of the solicitation. The Contractor shall provide NCTD with a listing of its documents that will be developed or modified to specifically support NCTD operations. The Contractor will be responsible for creating NCTD-specific documents that are required to support NCTD operations and facility maintenance. These documents shall be developed in compliance with applicable regulatory requirements, NCTD requirements, and APTA standards. The Contractor will have a collaborative approach in development of documents submitted for NCTD’s final approval consistent with industry best practices and regulatory requirements.

b) NCTD has commissioned a consultant to develop SOPs for operations, safety and security. The SOPs are based on the APTA Standards Program, and will conform to all applicable regulatory requirements. The SOPs will be included in Rulebooks developed and maintained by the Contractor. The Contractor will be responsible for adhering to all SOPs and complying with training requirements.

2.3 NCTD-PROVIDED ROLLING STOCK

NCTD Vehicle Inventory (Appendix 5: “NCTD Non-Revenue Vehicle and Revenue Vehicle Inventory”) and Fleet Management Plan (Appendix 13: “NCTD Fleet Management Plan”) includes the listing of the current rolling stock and replacement plans. The replacement plans are subject to the availability of funding.

2.4 NCTD CONSOLIDATED OPERATIONS CONTROL CENTER

a) NCTD is establishing a Consolidated Operations Control Center (OCC) to support multimodal service and emergency management. The initial location of the OCC will be at SPRINTER Operations Facility located in Escondido.

b) The Contractor will be provided workspace, a complete Xerox ORBCAD/AVL system, and a VOIP based telephone line in the OCC to support service and emergency management during peak periods as specified by NCTD. As per section 2.10, any other computer equipment necessary to support this position is the responsibility of the Contractor to provide. The current plan is that OCC BREEZE Service Management will be operational from 5:00 am to 7:00 pm during the weekdays only, unless otherwise specified by NCTD. During all other periods, Division Dispatchers will be responsible for service and emergency management unless directed by NCTD.

2.5 NCTD-PROVIDED FACILITIES, SUPPORT VEHICLES AND SUPPORT EQUIPMENT

a) NCTD currently has two (2) facilities for use by the BREEZE, LIFT, and FLEX operations Contractor: West Division in Oceanside and the East Division located in Escondido.

b) The Contractor shall ensure that the use of NCTD vehicles is consistent with NCTD’s policy related to vehicle usage. (Provided as Appendix 6: “NCTD Administrative Policy OPS-3000 Vehicle Usage”).

c) If the Contractor requires additional non-revenue vehicles or support equipment to support the requirements in this Scope of Work, the Contractor will be responsible for providing NCTD written justification to support its request for additional equipment. NCTD shall have the option of providing the equipment, providing alternative solutions, including short-term leases, or decline the request in writing with explanation. NCTD strongly encourages proposers to provide options to reduce fleet size and costs associated with non-revenue vehicles.

2.6 FUEL
a) NCTD, or its authorized agent, is responsible for purchasing and paying for fuel to be utilized at the East and West Maintenance Facilities. The Contractor is not responsible for purchasing or paying for fuel.

b) The Contractor is responsible for coordinating the need to purchase, receive, and document delivery of fuel with NCTD or its authorized agent. The responsibility includes notifying NCTD, or its authorized agent, of inventory levels.

c) The Contractor is responsible for fueling vehicles at East and West facilities and at NCTD’s Alternate Fuel Supplier’s facility if necessary. The Contractor is responsible for properly fueling vehicles. NCTD’s fuel supplier normally delivers during daytime, weekday hours. If deliveries are required at other hours due to the requirements of the Contractor, NCTD may require the Contractor to pay extra costs associated with altered delivery hours.

d) In the event that NCTD issues the Contractor fuel cards, NCTD will be responsible for the cost of the fuel and the Contractor will be responsible for driving the vehicles to, and fueling them at, the off-site fueling facility. A fuel log will be maintained for each vehicle detailing each off-site fueling activity. Information will include: vehicle mileage, fuel type and amount dispensed, fuel cost, name of employee performing fueling activity, and date of fueling. The Contractor will be required to submit a monthly, non-revenue fuel report listing the fueling activities per vehicle and indicating; total miles per vehicle, fueling dates and total quantities by vehicle. NCTD will perform a monthly audit of the fuel usage. The Contractor will be responsible for the cost of any unaccounted or unauthorized fueling. The Contractor is also responsible for the security of the fuel cards. Any lost cards or unauthorized fueling as a result of a lost card is the Contractor’s responsibility. The Contractor is responsible for the creation and enforcement of a fuel card use plan to eliminate waste and abuse of the fuel cards.

e) The Contractor will be required to submit a monthly, fuel report listing the fueling activities per vehicle and indicating; total miles per vehicle, fueling dates and total quantities by vehicle. NCTD will perform a monthly audit of the fuel usage. The Contractor will be responsible for the cost of any unaccounted or unauthorized fueling.

f) NCTD is conducting an analysis and developing plans that may support the future procurement of electric vehicles. The Contractor shall be responsible for fueling electrical vehicles and potentially maintaining charging stations in the event NCTD procures electric and or new fuel technologies.

2.7 UTILITIES

NCTD will provide electrical, water, sewer, and garbage service for all buildings and facilities to support NCTD operations at the East and West Facilities. The Contractor is precluded from the use of NCTD utilities to support non-NCTD related business activities. Garbage removal service is only for normal business related weekly service. This does not cover trees, hazardous material, construction material, or electronics disposal. The Contractor will be responsible for any overflow costs or fines or fees related to disposal of unapproved items. The Contractor shall develop a Conservation Plan and be responsible for monitoring its use of electricity and water in order to conserve resources. Should usage levels rise through this contract in comparison with historic usage using FY 16 as the baseline, the Contractor shall lay out a course of action to lower usage and/or pay for increased usage.

2.8 SECURITY

NCTD’s Transit Enforcement Program consists of Code Enforcement Officers directly employed by NCTD and contracted law enforcement services through the County of San Diego Sheriff’s office. The NCTD Transit Enforcement Division provides code compliance and transit system security services for NCTD. While the Transit Enforcement Division is responsible for overall transit system security, the successful Contractor is directly and solely responsible for the physical security of facilities, equipment, and staff under
its immediate control. Customer service matters in the field that do not rise to the level of criminal activities or security concerns are the responsibility of and are to be addressed by the Contractor through the actions of its staff including the Management, Coach Operators, Field/Road Supervisors, and/or Dispatchers. Issues such as fare disputes, non-violent disagreements between individuals on-board the bus or at transit stops, “Rules of Riding” violations, and/or denial of service (for cause) are examples of scenarios that are to be addressed at the lowest possible level to resolution by the Contractor.

2.9    PROPERTY AND LIABILITY INSURANCE

Property and Liability insurance requirements are included in the RFP.

2.10    BUSINESS SYSTEMS, INFORMATION SYSTEMS AND DATABASES

a) NCTD as the owner will strive to own/control all critical business systems, information systems and databases to the degree that it is practical and operationally and financially efficient. The Contractor will utilize these systems in compliance with NCTD requirements, policies, and procedures as amended from time to time. The Contractor is responsible for providing workstations and network access to allow connection to these NCTD systems.

b) NCTD reserves the right to provide additional software or information system requirements throughout the term of the Agreement.

c) NCTD is responsible for providing training related to these systems. The cost of the Contractor’s staff time associated with receiving this training is included in the Base Contract.

d) Business Systems, Information Systems, and Databases

Following is a summary of key business systems.

1. Citrix

Citrix XenApp will be used to deliver required desktop applications located behind NCTD’s firewall to the Contractor remotely via web interface and Citrix Receiver. Servers, back end infrastructure and their configurations will be managed by NCTD’s Information Technology Division (IT). Installation, configuration and troubleshooting of client software and functionality will be the responsibility of the Contractor IT support.

2. Enterprise One

NCTD currently owns Oracle’s JD Edwards Enterprise One (JDE) enterprise resource planning software. NCTD currently uses this software system for documenting a comprehensive inventory of all NCTD owned BREEZE, LIFT, and FLEX assets. The Contractor will be required to use this software system for maintaining and monitoring the asset inventory for all NCTD owned BREEZE, LIFT, and FLEX assets. NCTD reserves the right to change this system at any time. The Contractor will be required to utilize any new or updated system provided by NCTD. The Contractor access to this application will be provided to the Contractor via Citrix. Installation, configuration, and troubleshooting of Citrix client software and functionality will be the responsibility of the Contractor IT Support.

NCTD intends to use the JDE system to record maintenance work order activities.

3. VoicePrint Recording System

The VPI System consists of multi-location, fully redundant servers that record and catalog both analog and digital radio traffic during NCTD operations. Back end servers and configuration will be managed by NCTD IT. Retrieving all necessary recordings will be the responsibility of the Contractor, and will need to follow any NCTD policies regarding voice recording records. The Contractor access to this application will be provided to the Contractor via Citrix. Installation, configuration, and troubleshooting of Citrix client software and functionality will be
the responsibility of the Contractor IT Support. Back end servers and configuration of the VoicePrint system will be managed by NCTD.

4. **IndustrySafe**

NCTD utilizes a proprietary software system, IndustrySafe, for tracking, monitoring, and managing accident, incident and hazardous condition information. The Contractor will be provided with user access to this system for purposes of entering similar NCTD BREEZE, LIFT, and FLEX systems data. The Contractor is expected to work cooperatively with NCTD in implementing IndustrySafe for the NCTD BREEZE, LIFT, and FLEX systems. IndustrySafe is a web based system, available via public Internet.

5. **Guest Assist**

Guest Assist is currently used by NCTD and the Consolidated Operations Control Center to provide emergency page-outs to NCTD and NCTD Contract staff regarding emergency situations on the Rail and Bus systems. NCTD is currently in the process to re-procure a similar system due to an expired contract with Guest Assist. Guest Assist is a web based system, available via public internet.

6. **Laserfiche**

Laserfiche is a Document Management System (DMS) used by NCTD. The Contractor will be required to use Laserfiche to store specific documents not stored in other NCTD owned systems. NCTD at its sole discretion will specify which documents that are required to be maintained in NCTD systems with electronic access to NCTD at all times as part of the oversight of this Scope of Work. The Contractor access to this application will be provided to the Contractor via Citrix. Installation, configuration, and troubleshooting of Citrix client software and functionality will be the responsibility of the Contractor IT Support. Back end servers and configuration of the Laserfiche system will be managed by NCTD.

7. **Xerox ORBCAD/AVL**

Xerox ORBCAD is a fully integrated real-time solution featuring GPS-based computer-aided dispatch (CAD), automatic vehicle location (AVL) systems with mobile voice and multi-modal wireless data communication, and two-way messaging capabilities. The servers are in San Diego, and maintained by MTS. Maintenance for this system is currently under contract with Motorola. NCTD is in the process of awarding a new Radio Maintenance contract that will be in place prior to commencement of this contract. Contractor will be responsible for reporting radio issues through a predetermined process.

8. **HASTUS Fixed Route Scheduling**

HASTUS is NCTD’s fixed route scheduling system. The HASTUS environment is shared with SDMTS with the main server is housed at the Imperial Avenue Division (IAD) of MTS located in San Diego. HASTUS is accessible through a VPN connection. The Contractor will access the HASTUS data thru VPN. The Contractor will contact MTS IT helpdesk for support. HASTUS is a suite of integrated modules that NCTD uses for analysis and scheduling of transit services that includes planning of vehicle and staffing logistics.

9. **DILAX Automatic Passenger Counters**

Some full size buses as well as all cut-aways are equipped with Dilax APC’s that have received FTA certification for NTD reporting requirements. In the case that APC’s malfunction during service, NCTD will arrange for passenger counts as necessary. Buses equipped with APCs will be required to be rotated through different assignments to collect ridership data. The Contractor access to this application will be provided to the Contractor via Citrix. Installation, configuration, and troubleshooting of Citrix client software and functionality will be the responsibility of the Contractor IT Support. Back end servers and configuration of the Dilax system will be managed by NCTD.
10. **Trapeze Paratransit Reservation and Scheduling**

Trapeze is NCTD’s reservation and scheduling system used for Demand response LIFT and FLEX services. The Contractor access to this application will be provided to the Contractor via Citrix. Installation, configuration, and troubleshooting of Citrix client software and functionality will be the responsibility of the Contractor IT Support. Back end servers and configuration of the Trapeze system will be managed by NCTD.

11. **Customer Complaints/Feedback**

NCTD is currently uses an internal Access Database to track Customer Complaints/Feedback. This database is not accessible to contractors. NCTD is in the process of procuring Customer Complaints/Feedback software that shall be directly accessible for NCTD and Contractor staff. Although NCTD does not have the specifications at this time, it is required that when procured and implemented that the Contractor staff utilize the system to review, investigate, document, and respond to Customer Complaints/Feedback as directed by NCTD’s Customer Service Department and in accordance with NCTD Policies, Procedures, and SOPs on this subject. NCTD anticipates that it will procure a web-based system.

12. **Fleet Watch**

Fleet Watch is NCTD’s, Web based fuel management system used to track fuel, mileage and lubricants for Revenue and non-revenue vehicles. The system is not currently installed on all vehicles. The Contractor will need to track consumable mileage on a Fuel Log sheet for any vehicles not equipped with an automated system. The Contractor is responsible for the day to day operations and maintenance of the Fleet Watch system and component replacements that fail or have reached the end of their useful life. The Contractor’s access to this application will be provided via Citrix. Installation, configuration, and troubleshooting of Citrix client software and functionality will be the responsibility of the Contractor IT Support. Back end servers and configuration of the Fleet Watch system will be managed by NCTD.

13. **Fare Collection System**

On-vehicle fare collection is accomplished through the use of GFI “Odyssey Validating Farebox” systems with CUBIC’s DCU1 and DCU2 control units. Revenue is collected each day through the use of GFI “Revenue Collection System.” Fareboxes are capable of accepting bills, cash, magnetic strip cards and rfi cards as medium of trade.

14. **MobileView Camera Systems**

MobileView 2, MobileView 3, MobileView PENTA, and MobileView 7000 video recording systems are used on NCTD’s BREEZE revenue vehicles. These systems operate with six to nine cameras per vehicle. Some vehicles are also equipped with audio. NCTD will supply hard drive docking stations for the MobileView 2, MobileView 3, and MobileView Penta systems. NCTD will supply the MobileView software required to access the MobileView recordings. The Contractor is responsible for any workstations required to support this system.

15. **Zonar**

Electronic Verified Inspection Reporting system. This system electronically captures and stores driver daily pre-trip and post-trip inspections for NCTD’s BREEZE revenue fleet. System is GPS enabled and uses ZOANR’s 2010 inspection tool.

16. **E-Learning System**

E-Learning System: NCTD has recently implemented an online, web-based e-learning system (Training on the Move), provided by Great Learning Works. Contractor shall be required to utilize the system for scheduling, tracking, and recording of all employee training. This includes entry of both training requirements and completion of training, for each employee working under this Agreement. NCTD’s Human Resources staff shall be responsible for providing appropriate access, system training, associated procedures, and general assistance to Contractor as needed.
2.11 PERMITS, CERTIFICATIONS REGISTRATION AND LICENSE FEES

NCTD shall be responsible for the cost of permits, licensing and registration fees which are specifically required by regulatory requirements. These costs shall be deemed pass through costs with no overhead and profit markup. The Contractor will provide a plan to NCTD on an annual basis no later than December 31st with a list of all the permits, licensing and registration fees, the associated expiration dates, and the anticipated costs that will be due in the next fiscal year. Contractor will only be reimbursed for those permits, licenses, and registration fees they have outlined up front in this plan.

2.12 REVENUE COLLECTION

All fares collected are the property of NCTD. NCTD provides the services that support the collection of revenue for deposit to its bank.

The Contractor is responsible for the maintenance of the onboard fare collection systems and fare collection equipment located at each bus service island. The Contractor will maintain the equipment according to Original Equipment Manufacturer (OEM) requirements and or recommendations. Fare collection equipment will be operational at all times during revenue operations.

[Remainder of page intentionally left blank]
3. CONTRACTOR RESPONSIBILITIES

The Contractor shall ensure that its responsibilities are conducted in a safe, efficient, and effective manner consistent with NCTD policies and procedures, regulatory requirements, and best practices within the industry. The Contractor, through its on-site leadership and corporate oversight, compliance, and administrative support resources, shall support and foster the success of its employees.

3.1 GENERAL REQUIREMENTS

The Contractor's responsibilities described in this Section may be duplicative and/or in addition to those requirements described in the remainder of this Scope of work.

3.2 ADMINISTRATION

The Contractor's General Manager and Assistant General Managers shall be available for scheduled or unscheduled meetings within one (1) hour as required by NCTD, whether at the East Division, West Division, or at NCTD headquarters. The Contractor Assistant General Managers or their designee shall be available twenty-four (24) hours a day, seven (7) days a week.

3.3 OFFICE SPACE/FURNITURE

a) NCTD staff may use up to six (6) office spaces at the East and West Division. These office spaces will be identified for Proposers during this procurement process. NCTD Facility Maintenance personnel may also operate out of these facilities.

b) NCTD shall provide all the office furnishings for the Contractor employees to perform the Agreement Services. The Contractor shall provide any requests for additions or modifications for office furnishing as part of their proposal. NCTD may elect to directly procure these furnishing or direct the Contractor to directly procure the office furnishing as a pass through cost with no profit or overhead.

c) The Contractor shall be responsible for all costs related to tenant improvements and modifications to existing facilities including any additional required network or phone cabling. Tenant improvements and modifications may only be made with NCTD's prior written approval. See Appendix 17: "Facility Asset Lists with Furniture List".

3.4 PRODUCTIVITY IMPROVEMENTS

The Contractor shall work with NCTD to identify areas and/or instances in which improvements can be made or efficiencies can be gained in order to benefit NCTD operations included in this SOW and final Contract.

3.5 WARRANTIES

As specifically addressed below, the Contractor shall:

a) Comply fully with the terms of every manufacturer's warranty on NCTD assets and property used in provision of the Agreement Services;

b) Cooperate with NCTD regarding the fulfillment of any warranty obligations;

c) Administer such warranties on behalf of NCTD;

d) Provide NCTD with any information necessary for the administration of any such warranties at termination of the Agreement; and
e) Provide monthly and Fiscal Year reports on all warranty activity to include each individual warrant action along with its associated vehicle, date, mileage of claim/repair.

### 3.5.1 Warranty Administration

NCTD manages warranties thru the JD Edwards Enterprise System and its Fixed Asset Inventory Process. NCTD will provide the Contractor with a list of current active warranties on the equipment responsible to maintain.

- **a)** The Contractor shall take all necessary measures to determine the status of relevant warranties, effectively administer warranties in effect during the term of the Contract and pursue warranty claims on behalf of NCTD. The Contractor shall conduct inspections, troubleshooting, and repair work in a manner to identify circumstances where NCTD’s warranties may apply. The Contractor shall complete all required warranty document submission and provide a monthly warranty submission report to NCTD.

  The Contractor shall use NCTD’s JD Edwards asset management system or other NCTD approved software to document and track warranty data and claims. The Contractor shall prepare and maintain all vendor required forms as necessary to pursue claims (inclusive of individual fleet repairs, fleet defects, fleet modification programs), and meet locally with vendors or other contractors at NCTD’s request, which shall not be considered Additional Work as defined herein. The system will include but not limited to:

  The Contractor is required under the warranty administration to provide NCTD a full credit and reimbursement for any labor or materials cost credits under the warranty terms that were performed by the current budgeted contracted labor force or with the NCTD materials inventory. The Contractor shall provide this information as part of its monthly report for NCTD review. In the event the Contractor has diligently pursued warranty claims on behalf of NCTD, but cannot (for various reasons out of its control) obtain full credit and reimbursement from vendors for the labor/material costs, the “full credit” to be provided to NCTD will be limited to the actual amount the Contractor successfully obtained as a result of pursuing the warranty claim.

### 3.5.2 Warranty Protection

- **a)** The Contractor shall not jeopardize any warranty covering any portion of NCTD assets and property. The Contractor shall comply with the terms and conditions of any manufacturer's maintenance and service schedules, except as otherwise modified by regulatory requirements or otherwise explicitly directed in writing by NCTD. For NCTD Rolling Stock, repairs made by the Contractor shall, at a minimum, follow the standards and practices described in Workmanship and Materials for Maintenance of Equipment in NCTD’s Fleet Management Plan.

- **b)** In the event that the Contractor is found to be in violation of the procedures and practices specified as a condition for maintaining a warranty, the Contractor shall notify NCTD immediately and take all actions necessary to advance compliance with the conditions of the warranty work at no additional cost to NCTD. If the Contractor fails to adequately protect NCTD’s warranty interests, as solely determined by NCTD, all costs arising from such failure shall be the responsibility of the Contractor.

### 3.5.3 Warranty Assignment

The Contractor shall assign to NCTD any and all manufacturers’ or other sellers’ warranties that come with any products, materials or supplies which are incorporated into or are consumed pursuant to the Contract in any way. To the extent that any such warranties do not extend to subsequent purchasers or owners or such warranties contain a limitation on assignment, the Contractor agrees that the Contractor purchased the products, materials and supplies on behalf of NCTD with the intent that NCTD be the intended recipient/beneficiary of any warranties. All documents associated with or describing any such warranties shall be delivered to NCTD during the course of the Contract when received by the Contractor and at the
termination of the Agreement. The Contractor shall not take any action or fail to act in any way which voids any such warranties. All subcontracts shall contain a similar provision which requires sub-contractors to assign any such warranties to NCTD.

3.6 ROLLING STOCK AND SUPPORT EQUIPMENT CONFIGURATION MANAGEMENT

3.6.1 General Requirements

a) The Contractor will document the configuration of the revenue and non-revenue vehicles using industry standards and best practice based on a Configuration Management Implementation Plan developed as part of their proposal. The Contractor shall identify this activity as a one-time cost for the existing fleet and shall include the costs for new vehicles that are procured within its Base Contract Cost.

b) The configuration of NCTD assets and property shall be maintained consistent with regulatory requirements, NCTD requirements, and best practices. The Contractor shall employ a continuous business improvement process to ensure that configuration management program is improved in terms of accuracy and enhanced in terms of information. The Contractor shall use the asset information and material management systems to implement systematic improvements to the configuration management of NCTD assets and property. The Contractor's configuration management practices and program shall be in compliance with the requirements of NCTD's System Safety Program Plan.

c) The Contractor shall be responsible for complying with the requirements set forth in the Configuration Control Management Plan (CCMP) and NCTD Fleet Maintenance Plans (FMP).

3.6.2 Modernizations, Additions and Improvements

a) All costs resulting from modernization, additions, and improvements to equipment that can be achieved during the normal maintenance cycle shall be included in the Base Price of Service.

b) The Contractor shall provide detailed justification and analysis if it determines that a proposed/potential modernization, addition, and or improvement cannot be achieved during the normal maintenance cycle and budget. If NCTD concurs with the analysis and justification provided by the Contractor, such work will then be considered Additional Work. Modernizations, additions, and improvements may be carried out by the Contractor for the Contractor's own benefit. Such work shall be subject to written approval by the NCTD and shall comply with NCTD's standards for Workmanship and Materials. Such improvements shall become the property of NCTD as they are undertaken and shall be documented as required during the configuration management process.

3.6.3 Retrofits and Changes

a) Changes to NCTD equipment and property configuration shall result in documented, controlled, uniform, and traceable systems on the work equipment and property. Express written consent must be provided by NCTD prior to retrofits and changes.

b) All changes shall be documented by an Engineering Change Notice (ECN) process. The ECN shall be approved by NCTD. The ECN shall at a minimum include:

- Rolling stock affected (if any);
- Purpose of ECN;
- Schedule;
  - Changes to original or current;
- Parts books;
  - Drawings, prints, and schematics;
  - Inventory;
  - Inspection and repair forms;
- Detailed description of the work, including:
  - Material;
  - Tools;
  - Disposal of removed items;
  - Industrial safety and environmental precautions;
- Updating of vehicle configuration files;
- Procedures for functional testing and inspection of the finished work;
- Instruction for crews;
- Benefits anticipated from the ECN;
- Approval required by NCTD’s Integrated Safety Management System Plan (ISMSP).

c) ECNs may be issued for tests of changes. Such tests shall be clearly identified on the equipment being tested. Any and all ECNs shall include modifying pool spares and new material, including small renewal parts. All Engineering Change Orders (with the exception of modifications, additions, and improvements that can be included during the normal maintenance cycle) required by NCTD shall be independently evaluated and analyzed to determine if such work is Additional Work.

### 3.7 CIVIL RIGHTS PROGRAM

a) The Contractor is required to develop and maintain a Civil Rights Program covering all activities related to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprise (DBE), and Title VI/Unruh compliance. The person(s) responsible for maintaining compliance with the Civil Rights Program shall not report to the local manager/supervisor, but shall report to the Contractor’s corporate office to ensure accountability of the managers/supervisors working on the contract.

b) Examples of activities that will be specified in the Civil Rights Program include but are not limited to:

- DBE Program Administration and Outreach to include worksite monitoring, sub-contractor payment monitoring, collaboration with NCTD’s Civil Rights Officer;
- Regular EEO Administration to include complaint investigation, evaluating reasonable accommodation requests, and ensuring the creation, and submission to NCTD for approval, an EEO Program, as required by FTA Circular 4704.1;
- Title VI/Unruh Administration to include but not limited to leading and/or assisting NCTD’s Civil Rights Officer with investigation of complaints of discrimination by the Contractor personnel from passengers and/or members of the public.

c) The Contractor shall be required to establish a process for the thorough and contemporaneous resolution of all ADA, Title VI, and Unruh complaints. The process shall include contemporaneous documentation of the nature of the complaint, its processing, its resolution, any remedial actions undertaken, and providing findings and supporting information to NCTD for communication of a final response to the complainant. At a minimum, the process shall include:

- Intake procedures and complaint evaluation;
• Investigation, review of pertinent video/audio/data/media, review of history of similar complaints, follow-up, and investigative reports (including the information described below in the description of the report evaluation criteria);

• Complaint resolution;

• Passenger contact;

• Remedial action taken;

• Provide findings and supporting information to NCTD for final response to the complainant.

d) All ADA, Title VI, and Unruh passenger complaint investigative reports must be evaluated after the completion of the investigation for compliance with the following federal requirements. Each completed investigative report must provide full and complete documentation for each of the following requirements and any other federal and state requirements established during the term of this Agreement:

• Statement of issues;

• Respondent’s reply to each issue;

• Any pertinent video, audio, media, and/or data;

• History of similar complaints against the respondent;

• Findings of Fact;

• Citations of pertinent regulations and rules;

• Conclusions of law;

• Description of remedy for each violation;

• Follow-up response provided to NCTD for response to the complainant.

e) The Contractor shall provide appropriate classroom and hands on training for each individual involved in the DBE, ADA, EEO, Title VI, and Unruh program management and administration. This training shall be documented and provided by a qualified trainer.

3.8 COORDINATION

a) NCTD may enter into expanded or new agreements for additional bus service. Throughout the duration of the contract, the Contractor shall not enter into an agreement, including collective bargaining agreement, which places any limitations on NCTD entering into expanded or new agreements. The Contractor shall make good faith efforts to coordinate with other contractors providing services to NCTD with the goal of maximizing service performance.

b) The Contractor shall maintain communications with all other NCTD-designated third party contractors and shall initiate attempts to resolve all issues. The Contractor shall, whenever appropriate, recommend solutions and resolve operating problems in all areas which affect the provision or maintenance of NCTD’s multimodal operations.
3.9 INFORMATION TECHNOLOGY (IT) HELP DESK

The Contractor is responsible for providing IT help desk support for all the Contractor IT systems necessary in the Scope of Work assumed as part of this contract and for its employees. The IT help desk support shall be available 24/7 for the Contractor support. This includes troubleshooting of all network and/or telephone system issues, workstations, server, and software used by the Contractor. The Contractor IT support will be able to respond to requests in a timely manner.

3.10 CONTRACTOR RECORDKEEPING AND DOCUMENT MANAGEMENT REQUIREMENTS

The Contractor shall be responsible for complying with NCTD policy regarding Records Management, Retention, and Document Management (See Appendix 1 – Board Policy 15, Records Retention Policy and Schedule.) Throughout this Scope of Work, any references to the Contractor’s responsibility for record retention and/or management shall be interpreted as being required in compliance with this Section 3.10 and NCTD Board Policy 15. For all required records under this Scope of Work, a primary method shall be designated by NCTD for the respective storage and retention system (electronic or paper). Wherever operationally and technically feasible, electronic systems shall be utilized. The Contractor shall develop procedures to avoid any duplication of records (i.e., records shall not be kept in both paper and electronic format and will utilize a central storage location), to prevent non-compliance with legal requirements regarding records retention/destruction. Any requirement in this Scope or Work for the Contractor to retain records in NCTD’s technology systems shall be done in compliance with procedures and training provided to the Contractor’s employees by NCTD. Where electronic systems provided by the Contractor are the designated system, the Contractor shall ensure that its procedures for use of such systems meet NCTD approval. In addition, the Contractor shall ensure that NCTD personnel have access to the systems for a minimum of 2 staff members for oversight purposes. In cases where paper documents are the designated and approved format for official records, they shall be prepared in a legible format and retained in a filing system approved by NCTD.

3.11 CONTRACTOR COMPLIANCE AND INTERNAL AUDIT

a) The Corporate Office of the Contractor shall also be responsible for:

- Performing risk assessments and determining the level of risk related to activities required under this Agreement;
- Understanding laws and regulations;
- Obtaining and/or establishing policies, procedures, and plans for specific issues and areas;
- Educating staff including subcontracted staff on the policies, procedures, plans, regulatory and NCTD requirements;
- Monitoring compliance with laws, regulations, and policies;
- Auditing the highest risk areas;
- Re-educating staff on matters identified in audits.

b) The Contractor’s Corporate Office shall be required to develop and maintain a Compliance and Internal Audit Program throughout the duration of this Agreement and to conduct audits after the end of each Contract year with the final report(s) submitted not later than 45 calendar days after June 30th of the Contract year. Proposers shall submit the draft general description and outline for the Audit Program that identifies key areas and activities. During the mobilization period, the successful proposer shall provide a detailed Audit Program that is approved by NCTD not later than 120 calendar days after notice to proceed has been issued.
3.12 ASSET MANAGEMENT

System and record keeping shall comply with regulatory requirements. NCTD currently uses JD Edwards Enterprise One system for documenting a comprehensive inventory of all NCTD owned assets. The Contractor will be required to use this software system for maintaining and monitoring the asset inventory for all NCTD owned assets. The Contractor shall enter all required data into the system on a daily basis. The Contractor shall use JDE Enterprise One system to record, monitor, and report on all Revenue and Support Vehicle maintenance, inspections, parts utilization, fueling, and repair activities the Contractor will be required to use the system for inventory and work order tracking, reporting and analysis. NCTD reserves the right to change this system at any time. The Contractor will be required to utilize any new or updated system provided by NCTD, which shall not be considered Additional Work as defined herein. Client access will be provided to the Contractor via Citrix Xenapp.

The Contractor shall use JD Edwards asset management system to track warranty data and claims. The Contractor shall prepare and maintain all vendor required forms as necessary to pursue claims (inclusive of individual fleet repairs, fleet defects, fleet modification programs), and meet locally with vendors or other contractors at NCTD’s request, which shall not be considered Additional Work as defined herein.

The Contractor shall maintain all fleet maintenance information and spare parts and inventory data in JD Edwards software, which shall not be considered Additional Work as defined herein.

NCTD is currently in the process of upgrading its JDE system; if NCTD’s system is not operational at the start of this contract, the Contractor shall provide an asset management system which meets the above requirements and will be capable of transferring all required information to NCTD’s system at such time as that system is operational. If the Contractor incurs additional costs associated with providing an asset management system, the Contractor will include such cost in the “Materials and Subcontracted Services” section of the cost forms.

3.13 MYSTERY RIDER AND SERVICE QUALITY MONITORING AUDITS

The Contractor shall implement a Mystery Rider (spotter) program to include audits on BREEZE, LIFT and FLEX services to equal 120 audits, at a minimum, to be completed per quarter, with 70% of the audits focused on BREEZE, 25% of the audits focused on LIFT, and 5% of the audits focused on FLEX. The Contractor’s audit checklists shall include, at minimum, items specified by NCTD. The Contractor may include additional items at their discretion. NCTD specified items shall be provided to the Contractor on an annual basis, in July. Information gathered from the audits shall be immediately provided to NCTD and corrective/disciplinary action plans developed based on the findings of the audits per the requirements of the collective bargaining agreement but not later than 30 days of the completion of the audits. NCTD shall review the schedule of the audit plan and provide input on terms and required focus areas. NCTD at its discretion may at any time implement its own managed Mystery Rider program.

3.14 PROPER USE OF NCTD EQUIPMENT

The Contractor will ensure that its employees through its policies are sufficiently trained to properly utilize NCTD equipment to include proper logging on and off of technologies.

3.15 REPLACEMENT SERVICES

a) Authority of the District. In the event that the Contractor is unable, due to a strike, work stoppage, or other event not caused by the District and not covered by Section 5.7 of this Agreement (Force Majeure), to provide services in full compliance with the requirements of this Agreement, then the District may, in lieu of finding the Contractor in default, obtain the services of a replacement operator or provide the services with its own resources (collectively referred to as "replacement services"). The District may utilize such replacement services as a substitute for all or any part of the
b) Requirement for Contingency Staffing Plan. Within forty five (45) days after the NTP, the Contractor shall develop and deliver to the District a Contingency Staffing Plan (CSP) detailing what actions will be taken to assure the continued and uninterrupted operation of services in the event of a strike, work stoppage, or other event referenced in subsection (a). The CSP shall assure the level of service as provided in Appendix 31.

[Reminder of page intentionally left blank]
4. SCHEDULES AND SERVICE CHANGES

4.1 SCHEDULES

a) **In General.** The Contractor shall operate NCTD’s BREEZE, LIFT, and FLEX services in accordance with the schedules and or zones established by NCTD. NCTD and the Contractor shall work together to ensure that schedules provide accurate Vehicle Trip Times, provide appropriate frequencies during peak periods, decrease excessive Recovery Time, and reflect varying ridership demands on the system.

b) **On Going Review; Scheduled Changes.** NCTD and the Contractor shall jointly evaluate schedules to address changes in ridership and demand, and in surface street, traffic, and circulation conditions. All permanent schedule changes requested by NCTD shall be implemented by the Contractor (following any necessary public hearings and NCTD action); provided that NCTD, prior to directing any schedule change, shall give due consideration to the views of the Contractor regarding the feasibility and operating impact of such change. NCTD shall have sole discretion to determine schedules, and to direct schedule changes pursuant to the service change process set forth in this Agreement. The Contractor shall maintain a table of appropriate pull in/pull out trips from garage to trip terminal. The Contractor will consult with NCTD’s scheduling staff on appropriate trip terminal to trip terminal deadheads. The Contractor will consult NCTD Scheduling staff to determine appropriate deadhead matrix times and will review at a minimum once every 365 days.

c) **Holiday Schedules.** NCTD reserves the right to require the Contractor to operate modified schedules on holidays as NCTD deems appropriate. Notification of the dates on which such modified schedules will operate will be provided by NCTD in writing prior to December 1 for the following year. NCTD customarily operates Sunday service on holidays. Any deviation from the use of Sunday schedules shall cause written notice of changes accompanied by appropriate operating documents to be delivered to the Contractor not less than two (2) weeks before the scheduled change. NCTD’s current holiday service schedule is as follows:

- New Year’s Day
- Memorial Day
- Independence Day - July 4th
- Labor Day
- Thanksgiving Day
- Christmas Day

4.2 SERVICE CHANGES

a) A service change is an interval during which schedules used for providing transit services are effective. NCTD implements three (3) planned operator bids and two (2) planned service changes that affect published service. Crew statistics for the past three service changes are available in Appendix: 32, Service Change Statistics. One service change becomes effective as close to the first Sunday in February as is practicable. The other becomes effective as close to the third Sunday in August as is practicable, subject to school calendars. A third service change that has no effect on published service becomes effective as close to the second Sunday in June as is practicable, subject to school calendars.

Changes to routes, schedules, or vehicle assignments (hereafter collectively referred to as “service modifications”) can be implemented as NCTD deems necessary. Changes to services provided under this Agreement can be made at any time in accordance with the procedures in this Section. Changes to services provided under this Agreement may increase or decrease Revenue Miles or Revenue Hours.
Route definition changes may include, but are not limited to: adding or removing whole routes, extending, shortening or realigning existing routes, and adding, removing or repositioning bus stops.

Schedule changes may include, but are not limited to: adding or removing whole schedules, increasing or decreasing span of service, increasing or decreasing frequency of service, adjusting arrival and departure times at trip terminals and adjusting passing times at intermediate time points. Changes to time tables may affect vehicle blocking, run cutting and rostering.

NCTD may elect to add commuter express service, or other types of new services needed to meet changing transit demand and market conditions, and facilitate reassignment of vehicle types to routes.

b) Process for Service Changes:

1) Notice by NCTD. NCTD shall submit any proposed service changes to the Contractor in writing, identifying the proposed change in reasonable detail and specifying the proposed implementation date.

2) Contractor Response. The Contractor shall, within an agreed upon timeframe with NCTD, provide input on the proposed service change, which NCTD will consider in the final proposal for such change. The Contractor may also propose service changes, and may suggest alternatives or modifications to those changes proposed by NCTD.

3) Implementation by Contractor. Following final approval of the service change by NCTD, the Contractor shall proceed to implement the proposed service change (with any modifications accepted by NCTD) in accordance with the schedule or timetable established by NCTD. Only those changes directed or approved by NCTD, in writing, shall be implemented by the Contractor.

4) Contractor Responsibilities.

- Upload destination sign programs for service change on all revenue vehicles
- Stock revenue vehicles with New Service Rider’s Guides
- Add or remove bus stop signs and poles, if required.
- Coach Operators adequately trained for the start of the service change
- Post schedules in schedule holders located at Transit Centers, Stations, and on routes where holders are located
- Post service changes on bus stops that are directly affected by the service change
- Change, add, and/or remove any route stickers on bus stop signs that are a part of the service change

c) Temporary Modifications. Notwithstanding the preceding provisions of this Section, NCTD may direct the Contractor to make temporary modifications in the services provided or the schedules in order to address short term operating problems or issues. Additions in this section will not be included for purposes of renegotiating the contract.

d) Changes to Plans or Programs. The Contractor may propose modifications to any of its required plans and programs during the Contract Term. Any proposal change shall be supported by a written explanation of why the change is necessary or appropriate and will not result in a degradation in the quality of fixed route transit services or maintenance. NCTD agrees to consider any such proposal in good faith, and to meet with the Contractor to discuss any such proposal at the Contractor’s request. Any change in the Contractor plan or program requires NCTD’s prior written approval.
e) **Contractor Proposed Service Changes.** The Contractor may propose service changes that it believes are appropriate for improved or more efficient services under this Agreement.

f) **Declared Emergencies.** In the event of a declared emergency by NCTD, the Contractor shall deploy operators, vehicles, and support staff in a manner prescribed by NCTD, Declared Emergencies Reference SOP’s 3000.04, 3000.18 & 3000.57.

[Remainder of page intentionally left blank]
5. PERSONNEL REQUIREMENTS

5.1 KEY MANAGEMENT PERSONNEL

All key managers are subject to approval by NCTD. All key managers must be solely dedicated to this project. Activities which key managers perform must pertain directly to this contract. This includes a reasonable amount of time (up to 10 percent of their time) off-site attending company meetings, trainings, conferences and other events which will benefit their performance on this project. Once a key manager is approved by NCTD and assigned to this contract, the Contractor is prohibited from reassigning that manager to another project for at least two years.

When any change in key managers, personnel or subcontractor is considered or proposed, NCTD shall be provided written notification prior to changing staff, subcontractors or DBEs. If the Contractor removes or reassigned a key manager within this two-year time frame, the Contractor may be subject to a financial disincentive. If a key manager resigns, is terminated or reassigned, the Contractor will have 60 calendar days to either replace the manager with a key manager who meets the requirements set forth in this section or to designate an interim manager who meets those requirements while a permanent manager is found. All interim and replacement key managers must be approved by NCTD prior to beginning work on this contract.

The General Manager will have four (4) direct reports, including the Deputy General Manager – BREEZE Operations; Deputy General Manager – Maintenance of Vehicles, Equipment and Facilities; Deputy General Manager – LIFT and FLEX Operation; and Deputy General Manager – Safety and Training. All other personnel identified below report to the Deputy General Managers. The General Manager and the following positions appointed by the Contractor shall be considered the Key Management Personnel:

- General Manager
- Deputy General Manager – BREEZE Operations
- Manager Operations – East BREEZE Operations
- Manager Operations – West BREEZE Operations
- Manager of Service Management (Field, Dispatch & Service Management)
- Deputy General Manager – Maintenance of Vehicles, Equipment and Facilities
- Manager Equipment – East Operations
- Manager Equipment – West Operations
- Manager of Facilities and Equipment (East and West Facilities)
- Deputy General Manager – LIFT & FLEX Operations
- Manager, LIFT and FLEX Reservations and Dispatch
- Deputy General Manager for Safety and Training “Quality Control”
- Manager for Training – Maintenance
- Safety Officers (at least 2 required minimum)
- Training Officers (at least 2 required minimum)
- Rules and Procedures Officer
- HASTUS Scheduler (Optional position, to be included only at NCTD’s discretion)
With the exception of the General Manager, the Key Management Personnel shall possess at least seven (7) years of recent experience (i.e., within the past 15 years). In addition, the Contractor’s team members shall demonstrate relevant experience with the key functions required in this Scope of Work.

### 5.2 GENERAL MANAGER

a) The Contractor shall provide an on-site General Manager empowered to make immediate decisions as necessary to maintain the safe and efficient operation of the services specified by this RFP and subsequent final Contract.

b) This individual shall have at least 15 years of relevant prior experience in either, but preferably both, the management of fixed route and ADA paratransit operations in the United States.

c) The General Manager shall be readily available for daily routine meetings and within an hour for emergency situations that may arise at any time during a 24-hour period.

d) The Contractor shall immediately notify NCTD within 24 hours in writing, when the Contractor becomes aware the General Manager plans to separate from the Contractor, or is no longer employed with the Contractor or is otherwise no longer associated with this Agreement. The Contractor shall fill vacant positions on an interim basis within three (3) business days and on a permanent basis within sixty (60) calendar days.

e) NCTD, exercising due diligence and reasonable judgement, shall have the right to request the removal of the General Manager. Should NCTD request the removal of the General Manager, the Contractor shall provide an interim General Manager within three (3) business days of notice by NCTD and shall provide a new permanent General Manager within sixty (60) calendar days.

### 5.3 KEY PERSONNEL REQUIREMENTS

a) NCTD, at its discretion, reserves the right at any time to reasonably reject the incumbent General Manager or any Key Management Personnel, and the Contractor agrees to replace said person within sixty (60) days of written notice of rejection. NCTD shall have the right to approve the hiring of all individuals who report directly to the General Manager, provided that such approval shall not be unreasonably withheld. The Contractor shall consult with NCTD concerning the hiring of all management employees who report directly to individuals who report directly to the General Manager. The Contractor will not remove or reassign a General Manager approved by NCTD without the prior approval of NCTD, which will not be unreasonably withheld. The General Manager will have the authority to discharge and replace the employees of the Contractor engaged with NCTD, and the Contractor will make its best effort to fill all vacancies within sixty (60) days of a position becoming vacant. If not initiated at the request of NCTD, the Contractor shall bear the relocation and other costs associated with replacement of personnel during the term of the Agreement.

b) The Contractor shall provide appropriate management coverage at all times. There shall be no periods when managers are all assigned to non-NCTD work (e.g., for corporate level meetings, responding to other non-NCTD problems, etc.). This includes corporate management led meetings on NCTD property. Appropriate management representation shall be designated, with NCTD approval, for all NCTD-required meetings.

c) The Key Management Personnel shall be solely dedicated to NCTD and not responsible for any other activity of the Contractor. The Key Management Personnel will be on-call and available to report to NCTD within sixty (60) minutes.
d) The following requirements apply to all employees working under the direction of the Deputy General Manager of Safety and Training:

1) All staff shall at a minimum meet the Training, Qualifications, and Oversight requirements specified by NCTD and regulatory requirements.

2) Safety positions should be filled with personnel that have experience in multiple disciplines. The Safety personnel will be required to provide a level of oversight for multiple crafts and the individual experience of all personnel shall be consistent with those responsibilities and experience levels subject to NCTD approval.

3) The Training positions shall be filled with personnel that have experience in the discipline they are providing training for, experience levels subject to NCTD approval.

e) The Contractor’s proposal shall include signed conditional offers of employment from Key Personnel along with a resume that contains the following information for each of the Key Management Personnel:

1) Name
2) Number and years of experience in function
3) Expertise/qualifications
4) References

f) The following requirements apply to all employees working under the direction of the Deputy General Manager of Safety and Training:

1) All staff shall at a minimum meet the Training, Qualifications, and Oversight requirements specified by NCTD and regulatory requirements.

2) Safety positions should be filled with personnel that have experience in multiple disciplines. The Safety personnel will be required to provide a level of oversight for multiple crafts and the individuals experience shall be consistent with those responsibilities and experience levels subject to NCTD approval.

3) The Training positions shall be filled with personnel that have experience in the discipline they are providing training for, experience levels subject to NCTD approval.

5.4 KEY PERSONNEL – CONTRACTOR PROPOSED REDUCED ALTERNATIVE STRUCTURE

Proposers are required to provide the Key Management Personnel as specified in Section 5.1.

NCTD will consider an Alternative Reduced Structure for Key Management Personnel in the event that a Proposer desires to provide an Alternative Structure that is believed to provide a superior approach to Section 5.1 requirements for Key Management Personnel. Proposer(s) desiring to submit an Alternative Structure must provide written justification and quantification of how its proposal provides comparable and/or superior benefits in terms of safety and operational outcomes and cost. If NCTD accepts the Proposer’s alternative approach and the Proposer is awarded the Contract, the Proposer will be at risk to add the specified resources identified by NCTD at no additional cost to NCTD, if NCTD in its sole reasonable discretion, determines that the approach implemented by the Contractor does not support achievement of NCTD’s expectation in terms of NCTD’s safety and operational outcomes.
5.5 GENERAL REQUIREMENTS FOR CONTRACTOR PERSONNEL

a) **In General.** The Contractor shall be responsible for providing qualified personnel capable of performing all of the Contractor's responsibilities and obligations under this Agreement. The total number and qualifications of personnel necessary for operations, maintenance, and other service requirements shall be in accordance with the final Contract and will be memorialized in the Contractor's Staffing and Personnel Plan. The Contractor shall provide a monthly written update of current employees, by number and by classification (i.e., operators, mechanics, dispatchers, supervisors, etc.) working under this Agreement, which shall specifically identify all new employees and their positions. Appendix 7: “Current Staffing Levels”, Current Staffing Levels provides a listing of the current number of employees by position along with input from NCTD regarding staffing levels of certain job classifications.

b) **Requirement for a Qualified Workforce; Compliance with Staffing Plan.** The Contractor shall provide and maintain throughout the Contract Term a sufficient number of properly qualified personnel, having the necessary skills, training, and experience to operate and maintain the Revenue and Support Vehicles and the Equipment and systems used to perform the Work, and to provide all other services and tasks required in the performance of the Work. The number, qualifications, experience, and class, craft, or position of the personnel provided shall as a minimum be in accordance with the approved Staffing and Personnel Plan and the requirements of this agreement, and in compliance with applicable state and federal law. Following NCTD approval of the initial Staffing and Personnel Plan the Contractor is contractually obligated to comply with that Plan throughout the Contract Term, and may not change that Plan during the Contract Term without the prior written approval of NCTD. The Staffing and Personnel Plan shall be reviewed and amended for upward or downward adjustments as a result of schedule or service changes based on the productive hours per employee proposed by the Contractor as part of its pricing information.

The Contractor shall ensure that its Staffing and Personnel Plan includes specific provisions and plans to ensure the timely hiring and replacement of personnel. Further, the Contractor’s Staffing and Personnel Plan shall specifically preclude management and or supervisory personnel (Dispatchers or Road Supervisors) from performing duties that fall within the jurisdiction of the Union except in emergency situations approved by NCTD’s Executive Director. Fleet and Facility Maintenance supervisors may assist in the performance of work covered by represented employees but may not be used in lieu of represented employees.

c) **Personnel Policies.** The Contractor shall establish a personnel program and policies in carrying out recruitment, hiring, training, qualifying, and performance reviews, as set forth in its approved Staffing and Personnel Plan in compliance with NCTD and regulatory requirements. The Contractor shall give written notice to NCTD of any material changes in its personnel program and policies.

d) **Personnel Standards.** The Contractor shall assure that all personnel adhere to the standards of conduct established by the Contractor and NCTD. The Contractor shall require that all personnel engaging in providing services for NCTD under this Agreement be neatly and cleanly dressed and maintain a professional, courteous attitude toward passengers and the public, including answering to the best of their ability all passenger questions (including questions about schedules) and performing other tasks as directed. Promptly upon NCTD’s request, the Contractor shall remove from any work under this Agreement any employee who NCTD considers unsuitable for such work or who has displayed any act of discourtesy, rudeness, use of profanity, or any other act deemed unacceptable by NCTD.

e) **Uniforms and Appearance.** Vehicle operators shall be in uniform acceptable to NCTD, and shall wear employee identification cards in accordance with FTA security directives. Upon notice from NCTD concerning any conduct, demeanor, or appearance of any employee not conforming to these requirements, the Contractor shall take all steps necessary to remove or alleviate the cause of the objection. Any cost associated with a change in uniforms proposed by the Contractor shall be paid by the Contractor. The Contractor shall submit to NCTD for its approval a sample of any proposed change in uniform to be worn by each uniformed job category. The Contractor shall present uniform samples no later than sixty (60) days after NTP for NCTD approval. Maintenance employees shall
have reflective indicators on their uniform and will be submitted to NCTD for approval. ANSI approved Personal Protective Equipment (PPE) to include steel toe shoes, hard hats and safety glasses shall be worn while working at maintenance facilities.

f) General requirements for Contractor Personnel/Compliance with Drug and Alcohol Testing Policy. The Contractor shall establish and implement a drug and alcohol testing program that complies with the Federal Drug and Alcohol testing requirements in 49 C.F.R. Part 40 and Part 655, and with any drug and alcohol policy established by NCTD. Relative to the random drug and alcohol testing requirements, the Contractor shall ensure testing is provided on an annual basis so that both drug and alcohol tests meet the highest percentage established by the DOT each year (i.e., if the alcohol requirement is 10% and drug is 25%, both shall meet the 25% requirement). The Contractor shall fully comply with and participate in any NCTD and/or FTA reviews/audits of its Drug & Alcohol Program. This includes advance preparation for such reviews/audits, and submission of any required documents, as well as full cooperation with any onsite reviews/audits which may include review of employee records related to the Drug & Alcohol Program. The Contractor shall ensure that any corrective actions and/or findings that result from the reviews/audits are addressed within 30 calendars days of written notification thereof. NCTD currently conducts both in-house reviews/audits and engages an outside firm for independent reviews/audits. The Contractor shall maintain random testing information and make it available for NCTD and or FTA reviews/audits. The Contractor shall also make other information regarding its testing and oversight program available to NCTD upon request. The Contractor shall further submit the Management Information System (MIS) reports quarterly and annually, to NCTD’s Chief Administrative Officer and or his/her designee no more than 30 calendar after the term has ended.

g) Additional and Reduced Personnel and Services. If service under this Agreement is increased, requiring changes in the number of Revenue Vehicles, number of routes, and/or service frequency, the Contractor must have available, or be able to acquire in a timely fashion, any additional personnel required for the provision of such additional service. The Contractor shall provide NCTD specific information in its Staffing Plan to address the schedule required to implement increases or decreases in service levels. Additionally, the Staffing Plan shall specifically address staffing increases and reductions as follows for BREEZE, FLEX, and LIFT services.

- 20% service decrease
- 15% service decrease
- 10% service decrease
- 5% service decrease
- 5% service increase
- 10% service increase
- 15% service increase
- 20% service increase

h) REPLACEMENT SERVICES

1) Authority of the District. In the event that the Contractor is unable, due to a strike, work stoppage, or other event not caused by the District and not covered by Section 5.7 of this Agreement (Force Majeure), to provide services in full compliance with the requirements of this Agreement, then the District may, in lieu of finding the Contractor in default, obtain the services of a replacement operator or provide the services with its own resources (collectively referred to as “replacement services”) . The District may utilize such replacement services as a substitute for all or any part of the Contractor’s services, and may maintain such replacement services in effect until either: (1) the Contractor is able to resume performance in full compliance with this Agreement; or (2) the District terminates the Contractor and obtains a permanent replacement contractor. Prior to implementing replacement services, the District
shall notify the Contractor in writing and provide the Contractor five (5) days in which to cure its noncompliance.

2) Requirement for Contingency Staffing Plan. Within forty five (45) days after the NTP, the Contractor shall develop and deliver to the District a Contingency Staffing Plan (CSP) detailing what actions will be taken to assure the continued and uninterrupted operation of services in the event of a strike, work stoppage, or other event referenced in subsection (a). The CSP shall assure the minimum level of service as provided below:

- Sunday/Holiday revenue hours of service on day one of the subject event;
- 75% of normal daily revenue hours of service no later than 15 days after event;
- 90% of normal daily revenue hours of service no later than 25 days after event; and
- 100% of normal daily revenue hours of service no later than 30 days after event

5.6 LABOR OBLIGATIONS AND HIRING REQUIREMENTS

a) General Rule. Except as provided in paragraph (2), NCTD shall be administratively and financially responsible for obligations under Section 5333(b) of Title 49, United States Code (generally referred to as Section 13(c)) and the applicable 13(c) labor protection arrangements.

b) Contractor Responsibilities. The Contractor shall be responsible for any 13(c) claims or obligations that arise out of acts or omissions of the Contractor that are not expressly directed or authorized by NCTD. The Contractor shall cooperate with NCTD in the resolution or defense of any 13(c) claims for which NCTD has responsibility (such as through the provision of employee payroll records and other employee information, in accordance with existing law), and in the implementation of any 13(c) remedies. In addition, as NCTD’s contractor and the employer of transit employees, the Contractor is obligated to bargain collectively with any union representing its employees, and to comply with the terms and conditions of any collective bargaining agreement entered into with such union. Any 13(c) claims arising out of or relating to the failure of the Contractor to comply with these obligations shall be the responsibility of the Contractor.


d) Collective Bargaining. The Contractor shall negotiate a collective bargaining agreement with the Teamsters Local 542 unless the Contractor and the Teamsters agree to alternative terms.

e) Initial Discussions. No later than ten (10) days after receipt of the Notice to Proceed, the Contractor shall (1) provide written notification to the Teamsters Local 542, that it has been selected as the Contractor; and (2) provide a proposed schedule to commence collective bargaining negotiations.

f) Timing of Hiring Obligations. The Contractor shall have completed hiring requirements for represented and non-represented personnel (excludes Key Management Personnel) at least sixty (60) days prior to the Commencement Date.

g) Workforce Management. The requirements of this Section shall not be construed to (1) restrict the Contractor’s authority to determine the number of employees that are needed to perform the Work; (2) impose a mandatory staffing level throughout the Contract Term; (3) limit the Contractor’s ability to manage the number of positions and size of workforce it determines to be necessary to perform the Work, consistent with its Staffing and Personnel Plan, as vacancies occur or as
services are adjusted, during the Contract Term; or (4) restrict the Contractor's ability to dismiss employees for cause during the Contract Term.

h) The successful proposer of this RFP will be required to provide NCTD with any and all labor agreements and collective bargaining agreements for employees performing work under this fully word searchable formatted RFP no later than 48 hours after they are fully executed.

i) **Hiring Requirements:**

1) **Non-Represented Personnel.** The Contractor shall give existing supervisor, dispatching, and other administrative personnel performing work for BREEZE, LIFT, and FLEX a preference in hiring in filling the workforce positions.

2) **Limitations.** The Contractor shall not offer employment to any person who (A) fails to successfully complete drug and alcohol testing; (B) fails to successfully complete a physical examination tailored to the specific position involved; (C) fails to pass a criminal background check as completed in accordance with any applicable federal, state, or local, laws rules, regulations, and regulatory agency requirements; or (D) fails to meet the specific requirements for the position involved.

5.7 **VEHICLE OPERATORS**

The following minimum standards apply to all drivers who provide service on this contract regardless of whether they are employees, subcontractors or service providers and regardless of whether they operate dedicated or non-dedicated vehicles.

- Must demonstrate eligibility to work in the United States.
- Must possess the appropriate class of license for the type of vehicle to be operated.
- Driving records should be pulled from the Department of Motor Vehicles to assure driving record remains compliant with the contract. Background checks, including sexual offender/felony shall be pulled.
- Must pass an FTA pre-employment drug screen and must be able to pass all random, post-accident and any reasonable suspicion drug and alcohol tests which may be administered in accordance with FTA requirements throughout the life of this contract.
- Must be able to read, write and speak clearly in English.
- Must demonstrate mastery of all topics covered in pre-employment and ongoing driver training.
- Must maintain a neat, clean and professional appearance which meets the requirements of this contract.
- Must have a strong knowledge of the NCTD service area, including the road network, major points of interest and how to use provided tools to locate and navigate between specific addresses.
- Must provide exceptional customer service and must not incur more three valid passenger complaints within any rolling twelve month period.

a) **In General:**

The Contractor shall maintain throughout the Contract Term a level of operators consistent with its Staffing and Personnel Plan and sufficient to meet the daily operator shift requirement, adjusted proportionally with changes in the service level, as well as sufficient extra-board and stand-by operators to allow for the expected call-outs, vacations, no-shows, etc. Operators shall be fully trained and qualified to operate vehicles for the services provided under this Agreement.

b) **Hiring Principles:**
1) **Basic Requirement.** The Contractor shall not knowingly employ any person as a vehicle operator whose driving record is not acceptable as provided in the Contractor's Staffing and Personnel Plan or who has more than two (2) moving violations and/or chargeable accidents within the previous two-year period at the time of hire.

2) **Employment Experience.** Prior to employing any person as a vehicle operator, the Contractor shall obtain from each such person (subject to such individual's consent) detailed information concerning such person's employment experience, driving record, professional driving experience, motor vehicle violations and accidents, criminal history, personal and character references, and complaints filed against such person in the course of any employment as a professional driver, whether by any bus service provider or otherwise. The Contractor shall investigate and verify the accuracy of the information obtained from all job applicants.

3) **Background Check.** The Contractor shall perform a background check of each person prior to hiring as a vehicle operator. The background check will include, at a minimum, a Motor Vehicle Record (MRV) report and a report from a third party organization which provides criminal background reviews. For continuing employees of the Contractor, the Contractor shall perform a criminal background re-check every other year based on each employee's date of hire. All background checks, and any employment actions which result from said reports, shall be done in accordance with any applicable federal, state, or local, laws, rules, regulations, and regulatory agency requirements.

4) **Employer Pull Notice (EPN) Program.** In addition to performing pre-hire driving record checks as noted in Section 5.7b-3 above, Contractor shall participate in the State of California DMV Employer Pull Notice program for all vehicle operators who are required to hold a Class B or higher Commercial License for their position. Enrollment in the EPN must be completed within 90 days of Mobilization start date. Contractor shall ensure ongoing review of all reports provided to them under the EPN program, and shall ensure appropriate action, including discipline or removal from service under the Agreement, is taken as needed.

c) **Operator Requirements and Responsibilities.** Each operator employed by the Contractor shall satisfy the following requirements:

1) Each vehicle operator shall have a valid California Commercial Driver's License, at a minimum Class B or above with passenger and air brakes endorsement, Verification of Transit Training, and any other licenses required by applicable Federal, State and local laws and regulations.

2) Each vehicle operator must have in his or her possession at all times while on duty, a valid California CDL, and U.S. Department of Transportation Medical Cards (renewed by physical exams every two (2) years) or as legally required, and shall wear and display identification badges at all times while on duty. All such licenses, cards and badges shall be subject to inspection by NCTD management and/or contractor oversight personnel at any time.

3) Each vehicle operator shall be subject to periodic random testing related to drug and alcohol use conducted by the Contractor in accordance with applicable Federal laws and regulations and the policies of NCTD and the Contractor. Any vehicle operator who does not pass the medical examination or whose drug/alcohol screening tests do not comply with applicable standards for alcohol or drug use shall not be permitted to operate any vehicle used to provide service under this Agreement.

4) Each vehicle operator shall be courteous to all passengers, and shall be alert, careful, and competent in terms of driving ability, and shall be neat and clean in appearance. Vehicle operators shall wear a regulation uniform at all times while in Revenue Service.

5) Vehicle operators shall have completed the Training Program and shall be fully trained in defensive driving and vehicle handling in accordance with an approved defensive driving program.

6) Vehicle operators shall be trained in, and be cognizant of, all operational procedures relating to the service for which they are assigned, including but not limited to a thorough knowledge of
the service area and street network. The Contractor is responsible for updating on a regular basis the knowledge of its vehicle operators regarding new or extended streets, new developments or complexes, and points of interest.

7) Vehicle operators shall collect tickets and honor special passes and other fare media established by NCTD, and shall, pursuant to requests by NCTD, hand out notices to passengers or otherwise render assistance in NCTD’s monitoring and supervising operations.

8) Vehicle operators shall have available, at all times during operation of any Revenue Vehicle, a timepiece having an accuracy of +/- one (1) minute per month, and the timepiece shall be set each day.

9) Vehicle operators shall report significant issues associated with bus stops and or shelters to Dispatch who will report such issues to Facility Maintenance.

10) Vehicle operators shall comply with NCTD SOP 3000.66 - Personal Electronic Devices.

11) Vehicle operators may not use tobacco products inside any NCTD vehicle, in proximity to any NCTD vehicle, or in any NCTD owned or leased building, and the use of such products is prohibited at or near fuel tanks or pumps, and in any restricted areas as outlined in NCTDs Smoking Policy Ordinance No. 3 (NCTD Ordinance No. 3, Citation Authority and Expressive Activities)

12) Vehicle operators shall inspect their assigned vehicle daily, before beginning Revenue Service or other operations, in accordance with federal, state and NCTD requirements, the Contractor’s procedures, and the requirements of this Agreement. If there are any defects, the vehicle operator must enter the defect on an electronic vehicle pre-trip system, if equipped, or the Contractor provided Defect Report and report the defect to the Contractor Operations and Maintenance staff for determination of usability of the vehicle.

13) Relief Operators must report, even when performing the second half of a split, to their assigned Division for positive check in with the window Dispatcher. From there they will travel to their assigned bus which may be in the bus yard or in the service area at a predetermined relief point. The Operator will have turn by turn instruction on how to reach the relief point and may be carpooling with other Operators to the same relief point.

d) Training of Bus Operators and Operating Staff

1) Revenue Vehicle Operator training must at all time meet or exceed APTA Standards for Bus Operator Training, http://www.apta.com/resources/standards/Documents/APTA-BTS-BO-RP-001-07.pdf, and all applicable regulatory requirements. It is NCTD’s expectation that the Contractor will develop a plan that represents the industry best practices with enhanced information that captures the unique characteristics of NCTD’s operating environment to include roadways and streets that are narrow and shared with active transportation users such as bicyclists.

2) The Bus Operator Training Plan shall include classroom instruction, behind the wheel training under supervision of a qualified instructor, and in-service training. Such training shall include training and familiarization with assigned route(s), fare collection and regional fare policies, Customer Service to include dealing with difficult passenger training, and bus stop placement prior to the bus operator’s assignment to revenue service.

3) The plan must provide formal retraining measures, including criteria for determining the success of retraining efforts.

4) All vehicle operations personnel must be trained to proficiency, as appropriate for their duties, in assisting passengers with disabilities, including those using mobility aids, in a respectful and courteous way.

5) The plan must include training in personal safety, including, at a minimum, theft/robbery prevention, violence in the workplace, assault prevention, ADA sensitivity and annual refresher
training, and information regarding NCTD’s ISMSP, SSEPP, Emergency Management Plan, Route Familiarization and the Contractor’s Emergency Management Plan.

6) Persons designated as a “qualified instructor” under this Contract must have a clean driving record; at least five (5) years’ experience driving professionally, and a demonstrated ability to provide high quality customer service.

7) Annual retraining measures shall include refresher courses on systems installed on buses, including but not limited to RTMS, fare collection system, heads signs, and etc.

8) The training program should include, at a minimum, the following topics to develop a safe, professional, and qualified operator.
   - Regulatory: federal, state and local regulations that impact transit operations.
   - Agency Specific: local agency requirements that impact transit training.
   - Customer Service: meeting the needs of the public and customers.
   - Technical: operator skills needed to safely operate a transit vehicle.
   - Safety and Security: includes all elements related to safety and security for the operator and the public.

e) Operator Manual or Handbook

1) The Contractor shall develop and submit to NCTD individual Contractor Operators Manuals for BREEZE, LIFT and FLEX operators not later than sixty (60) calendar days from receiving notice to proceed and thereafter provide updates to NCTD by October 1st on an annual basis for review and incorporation into NCTD’s upcoming fiscal year budget which begins on July 1st. The Contractor Operator Manuals shall be submitted in an electronic format for review and will be finalized following NCTD’s approval.

2) Following are key minimum requirements for the Operators Manuals:
   - Introduction and Mission statement
   - Policies, Procedures and Instructions
   - General Rules
   - Code of Conduct
   - Coach Operations
   - Safety
   - Dealing with Passengers/Customer Service/ADA Requirements
   - Radio Operations
   - Fare Collection
   - Accident and Incidents
   - NCTD Policies

5.8 VEHICLE MECHANICS

a) In General. The Contractor shall maintain throughout the Contract Term maintenance personnel in sufficient numbers and with an adequate mix of skills to maintain and service all of the Revenue and non-Revenue Vehicles. The Contractor shall maintain the staffing levels, by skill level category and number, in the Contractor’s Staffing and Personnel Plan. If the total number of Revenue and non-Revenue Vehicles assigned by NCTD to this Agreement changes, the Contractor shall
maintain the proposed ratio of maintenance personnel, by skill level category, to Revenue and non-Revenue Vehicles, as detailed in the Staffing and Personnel Plan. The maintenance workforce must include personnel capable of repairing and maintaining all systems of the assigned Revenue and non-Revenue Vehicles. As part of the Training Plan (section 7.1), the Contractor shall provide a plan to NCTD for approval that outlines a process to obtain ASE certifications for each vehicle maintenance technician’s position identified in the staffing plan. The plan shall identify timelines and required classes for each certification level. The expectation is that each employee will reach their minimum certification requirements within three (3) years of employment.

b) **Skills, Availability, and Required Knowledge.** The Contractor shall ensure that the skills, capability, and availability of maintenance personnel are adequately matched to the type of maintenance and repairs needed for all revenue and non-revenue vehicles provided by NCTD at the time they are needed. Competent, experienced vehicle mechanics shall be available during all hours of service to respond to any in-service failures of revenue vehicle, non-revenue vehicles or equipment problems that arise in the yard during the pre-trip and post trip vehicle inspections. The mechanics assigned to Work under this Agreement must, at a minimum, have documented training, knowledge, skills, and abilities to evaluate, troubleshoot, and repair the following:

1) Diesel, Compressed Natural Gas (CNG), and Gasoline Engines
2) Drivetrains
3) Hydraulic, Air and Electromagnetic Braking Systems (Brake Retarders)
4) Suspension/Steering
5) Electrical/Electronic Systems
6) Heating, Ventilation, and Air Conditioning
7) Wheelchair Lifts and Ramps
8) Alternative Fuel Systems
9) Preventative Maintenance Inspections
10) Door systems
11) Hybrid Technology
12) Zero Emission propulsion systems
13) High Voltage A/C and D/C Systems

[Remainder of page intentionally left blank]
c) **Training.** Training for all maintenance personnel shall include vendor provided training, maintenance safety training, and security and emergency preparedness training. Training programs must contain, at a minimum, the following components:

- diesel, Compressed Natural Gas (CNG), and gasoline engines and systems
- drivetrains
- electrical/electronic systems
- brake inspection certification training;
- brake system troubleshooting and repair. See APTA Standards;
  - APTA-BTS-SS-RP-001-05
  - APTA-BTS-BC-RP-004-07
  - APTA-BTS-SS-RP-005-10
- steering and suspension;
- electromagnetic braking systems (brake retarder) training;
- wheelchair lift and ramp manufacturers’ training;
- alternative fuel system training;
- hybrid technology;
- air conditioning and refrigerant;
- OSHA compliance,
- health and safety training;
- hazardous waste operations and emergency response training; and
- hazardous material handling and storage requirements training.
- OSHA Training
- shop safety
- fuel system safety to include CNG, gasoline and diesel

The Contractor will be responsible for providing additional training to staff for any new emerging technologies on NCTD revenue or non-revenue vehicle. Each vehicle maintenance employee will receive at a minimum 40 additional documented training hours annually and annual refresher training from each area listed below:

- brake foundations (4 hours)
- hydraulic/pneumatic brake systems (4 hours)
- steering and suspension systems (4 hours)
- door systems (3 hours)
- coach electrical (4 hours)
- fire suppression system (2 hours)
- CNG system safety (2 hours)
- weekly or PIT inspection (4 hours)
- Preventative Maintenance Inspections (PMI) (16 hours)
Training for new systems will be provided for each mechanic and supervisor who will be responsible for the inspection, maintenance, or repair of the new system or vehicle. All new vehicle maintenance employees will be required to have initial training within the first 60 days of employment to ensure their safety and the safe operation of the service. Initial training will include all areas listed above. The Contractor shall ensure that all appropriate maintenance personnel receive training from qualified individual(s) on OEM warranty procedures for all Revenue Vehicles and all systems, components, and subcomponents thereof.

d) **Fueling and Cleaning.** The Contractor shall have a sufficient number of maintenance personnel on duty to: fuel and clean revenue and non-revenue vehicles for daily pull-outs, daily removal of graffiti and to dump farebox vaults upon vehicle return. Maintenance personnel shall have knowledge of vehicle fueling and fuel system safety procedures and vehicle cleaning/detailing programs as required by the Agreement, and are required to have the ability to (1) accurately inspect vehicle fluid levels and add fluids as needed; and (2) maintain up-to-date, accurate records of vehicle fueling and vehicle cleanliness requirements. Fueling for CNG and electric vehicles shall be done as to limit peak demand times. The Contractor may need to adjust fueling schedules to avoid peak demand times as directed by NCTD.

e) **License Requirements.** The Contractor shall require all vehicle mechanics to maintain a valid California Commercial Driver’s License (CDL), at a minimum Class B or above, with a passenger and air brakes endorsement. All maintenance personnel who are required to operate a vehicle outside the Facility shall be required to adhere to the same training and licensing as the Contractor’s vehicle operators.

f) **Initial Maintenance Training.** All new vehicle maintenance employees will be required to have initial training within the first 60 days of employment to ensure their safety and the safe operation of the service. Training will include:

- Brake foundations (4 hours)
- Hydraulic/Pneumatic brake systems (4 hours)
- Steering and Suspension Systems (4 hours)
- Door systems (3 hours)
- Coach electrical (4 hours)
- Fire suppression system (2 hours)
- CNG system safety (2 hours)
- Weekly or PIT inspection (4 hours)
- Preventative Maintenance Inspections (PMI) (16 hours)

5.9 **DISPATCHERS**

a) **In General.** The Contractor shall employ dispatch personnel for Fixed Route, ADA paratransit, and Specialized Transportation operations throughout the Contract Term. Dispatchers shall be deployed at both Divisions during the complete span of service hours. West Division Fixed Route Dispatch will operate 24/7 365 days (when the East Division Dispatch is not operating). Paratransit Dispatch will cover the entire span of service hours daily. Dispatchers must possess an adequate mix of skills to carry out the assignment of vehicles and operators, to facilitate the daily planned deployment of service, to assist Supervisors and vehicle operators with in-service problem resolution, to assist in emergency response coordination, and to operate NCTD’s communication system and any related software or appropriate dispatching tools.

b) **Basic Requirements.** In addition to meeting the requirements applicable to all personnel, dispatchers shall demonstrate, through examination, an ability to speak, read, and write Standard English, to perform fitness for duty requirements to include credential verification, to perform basic
mathematical calculations, and to operate communication devices such as the Regional Transit Management System (RTMS) and computer systems. Dispatchers shall ensure revenue vehicles are operated in accordance with NCTD’s schedules, routes, regulations, policies and Standard Operating Procedures. Dispatchers will report all bus stop issues to the field supervisors for verifying and reporting to the facility maintenance department bus stop issues.

c) **Training Requirements.** All Dispatchers must fully meet requirements of bus operators and be able to operate computer terminals and systems including common software as well as computerized dispatch systems.

### 5.10 SUPERVISORS

a) **In General.** NCTD’s service area has been divided into five (5) area sectors/zones, three (3) in the West Division and two (2) in the East Division, as identified in Appendix 28: “Supervisor Sector Zone Map”. The Contractor shall have on duty, throughout the Contract Term, a minimum of one Division/Field Supervisor assigned to each sector/zone for weekday service during each AM and PM shifts. For weekend and Holiday service a minimum of two (2) Supervisors in the West Division and one (1) Supervisor in the East Division for each AM and PM shift. The exception would be approved time off or sick calls. In this case the remaining on duty supervisors would be required to cover the vacant sector/zone. In the case of a long term absence of greater than 30 calendar days, the Contractor will be required to fill the absence with a qualified Supervisor whether on a part-time or temporary basis. In all instances the Contractor will ensure Supervisors are available through the entire span of service hours. Supervisors will be deployed in sufficient numbers and with appropriate skills to assure effective supervision of the work and timely response to service problems and issues. Supervisors shall be deployed in a manner consistent with BREEZE, LIFT, and FLEX service demands and the Contractor’s operating plan, and shall be equipped with the appropriate communications and safety equipment, and assigned to a designated support vehicle suitable for response to emergencies, in-service problems, and other events. The Contractor should consider leveraging supervisor personnel to support the needs of all services required under this RFP. Such efficiencies shall be incorporated into the Service Management Plan as described in Section 9.

b) **Division Supervision Responsibilities.** Division Supervisors will be responsible for planning, supervising, coordinating the day to day operations of, attending meetings for the Contractor and meeting all relevant NCTD needs as required, and directing activities at the East and West Divisions. Activities include: management and discipline of personnel, addressing service problems, pulling video for investigations, responding to customer complaints, and any requests from NCTD personnel, responding to emergencies, scheduling issues, assisting dispatch personnel with dynamic changes, and other similar activities, and assuring that revenue vehicles are operated in accordance with NCTD’s schedules, routes, rules, regulations, policies and Standard Operating Procedures.

c) **Field Supervision Responsibilities and Requirements.** Field Supervisors shall be responsible for activities including, but not limited to, the following: (1) Responding to requests from and assisting coach/van operators with customer service matters in the field that do not rise to the level of security concerns or criminal activity. Example issues include fare disputes, non-violent disagreements between individuals on board buses and at transit stops, “Rules of Riding” violations, and/or denial of service (for cause). Matters such as these are to be addressed at the lowest possible level to resolution by the Field Supervisor. This is in accordance with this Scope of Work, Section 2.8 Security; The Contractor is directly responsible for security related responsibilities in the physical security of facilities, equipment, and staff under its immediate control. (2) Coordinating runs, ensuring adherence to published schedules, assisting passengers, communicating with the Facilities Department for facility and bus stop work orders and communicating with the Fleet Maintenance Department for revenue vehicle issues. Assisting in accident response and
investigation, conducting Monthly schedule adherence checks to be reported to NCTD Operations staff, conducting on-board ride checks with all BREEZE operators per bid, and reporting to NCTD Operations Staff (3) times a year, and carrying out such other responsibilities as the Contractor may establish. The Contractor shall assure that all field supervisory personnel are fully trained in all aspects of NCTD’s BREEZE, LIFT, and FLEX services including rules and regulations, routes, schedules, emergency procedures, responding to all BREEZE, LIFT, and FLEX incident/accident/emergency issues, safety, ADA requirements, reporting protocols, and other requirements. The Contractor shall assure that sufficient supervisors are present at the Facility during peak hour pull-out periods to coordinate the timely and orderly assignment and departure of vehicles. In accordance with applicable policies and Standard Operating Procedures (SOP’s) associated with video retention, handling of video, and chain of custody, Field Supervisors, or Division Supervisors, shall be responsible for pulling researching, preserving, downloading, and transferring to disc relevant on-board CCTV video recordings for complaint investigation and response, or at NCTD’s request. Field Supervisors shall be equipped at all times with mobile communications equipment that allows for direct communication with the Dispatchers and the Operations Control Center.

d) Operations Control Center Supervision. Operations Control Center Supervisors shall be responsible for providing service management and coordination for BREEZE operations within NCTD’s Operational Control Center from 5 am to 7 pm per day, weekdays only. The OCC Supervisors will support the effective management of standby buses, road-call services, detours, Field Supervision, and Division Dispatch.

e) Training Requirements for Operations/Transportation Supervisors. All Supervisors employed by the Contractor shall fully meet the training requirements for both Vehicle Operators and Dispatchers for BREEZE, LIFT, and FLEX modes, as required by the terms of this Agreement, prior to being placed into service as a Supervisor.

f) Fleet Maintenance Supervision. Fleet Maintenance Supervisors shall staff each shift and have at a minimum, knowledge and certification levels to that of the highest level mechanic. Supervisors shall coordinate, monitor, and inspect all work performed for accuracy, quality and completeness. Ensure all work is properly recorded on work orders and that all work orders contain required information and completely describe the reported problem, troubleshooting actions taken, corrections, and all parts used. Supervisors will continuously monitor shop and shop activities to ensure employee safety and performance. Supervisors will also be required to conduct quality control audits and efficiency testing.

In General. NCTD has two divisions with 24 hour coverage maintained by three shifts at each division. A Fleet Supervisor shall be assigned to each shift at each location. Supervisor’s shifts and days off shall be balanced to provide adequate coverage. Supervisor coverage shall be assigned to assist and ensure timely pull-out of the revenue vehicles is completed each day. In a 24 hour period there must be at least one fleet supervisor on duty at each division including holidays and weekends. Fleet Supervisor are responsible for supervising shop operations, assisting mechanics, scheduling and assigning work, assessing maintenance and repair needs, servicing and maintaining Breeze, Flex, Lift, revenue and non-revenue vehicles, preparing and maintaining maintenance records and files.

Essential tasks. Staff shall supervise the repair and rebuild of all vehicles and equipment and related components; oversee all shop operations, evaluate work of mechanics to ensure repairs meet specifications and requirements of OEM, NCTD, CHP, DOT, PUC and FTA. Check the status of maintenance and repair work on vehicles. Coordinate incoming work with existing workload. Instruct subordinates in the proper use of shop equipment and tools.

Knowledge, Skills and Abilities. Fleet Maintenance Supervisors shall be fully trained in all aspects of the vehicle maintenance program and procedures. Complete knowledge of the methods, practices, materials and tools of the transit mechanic trade with particular emphasis in the area of
gasoline, diesel and CNG powered passenger buses is required. Ability to learn theory of operation, maintenance, and repair of existing NCTD systems and any other new systems (e.g. Hydrogen Fuel cell, Battery/Electric propulsion...) that NCTD may acquire through the term of this contract. Thorough knowledge of the hazard and safety precautions of the trade; thorough knowledge of the principles of gasoline, diesel, and CNG engine operation; and ability to plan and supervise the work of skilled mechanics and other shop workers.

**Training Requirements for Fleet Maintenance.** All Fleet Supervisors employed by the Contractor shall fully meet the training requirements of OEM, NCTD, OSHA, and FTA.

g) **Storeroom Supervision**

**In General.** NCTD has two divisions and a storeroom at each division. One storeroom supervisor shall be assigned to oversee both division storerooms. Storeroom supervisor is responsible for supervising the storeroom operation, managing/assisting storeroom clerks, maintaining an adequate stock of parts for the servicing and repair of NCTD vehicles, equipment, and facilities.

**Essential task.** Storeroom supervisor develops, trains, evaluates, and counsels personnel. Monitors the inventory levels in the storeroom. Ensure the storeroom ordering, stocking, shipping and receiving responsibilities are carried out in a timely and efficient manner. Ensures proper min/max levels are maintained for inventory. Coordinates with Fleet maintenance supervisors for the purchase of the required parts and supplies. Maintain storeroom security. Oversee annual inventory assessments.

**Training Requirements for Storeroom Supervisor.** Storeroom Supervisor employed by the Contractor shall be trained in the safety/hazards in the storeroom and the material handling requirements from OEM’s, NCTD, OSHA and FTA. He/she shall have and maintain a forklift license.

h) **Facilities Supervision**

**In General.** NCTD has two operational facilities located at 303/305 Via del Norte Oceanside, CA 92058 and 755/775 Norlak Ave Escondido, CA 92025 where all maintenance activity for rubber-wheel vehicles is performed. These two facilities have an array of support equipment such as vehicle lifts, personnel lifts, bus wash, oil water separators, bus vacuum systems, etc. that are essential for the daily cleaning and maintenance of all vehicles and the efficient performance of bus operations.

**Essential tasks.** Facility Supervisors shall supervise the preventive and corrective maintenance of systems and subsystems within each of the operational facilities in support of bus operations. Facility supervision also covers the janitorial maintenance of all spaces within and up to the boundary of each facility, the efficient performance of the buildings, the replacement of indoor and outdoor lighting, and minor structural repairs. Facility Supervisor ensures the completion of Bus Stop Work Orders, enforces the Preventive Maintenance Program for the Contractor to include preventive maintenance of all bus stops and bus stops furnishings.

**Training Requirements for Facilities Supervisor.** Facilities Supervisor employed by the Contractor shall be trained in appropriate OSHA and any other shop safety related activity. The person must be knowledgeable on preventive and corrective maintenance programs and capable of creating a preventive maintenance program. Other training for this position are appropriate codes for life, fire and safety according to the local jurisdiction, electrical equipment safety, mechanical equipment safety, best practices for quality control, and troubleshooting of smart/digital control systems.

**Knowledge, Skills and Abilities**

Knowledge of methods used in maintenance including basic knowledge of the following trades: carpentry, plumbing, glass replacement, painting, masonry, grounds keeping, appliance repair, and electrical wiring. Knowledge of standard practices and tools used in the maintenance and repair of building facilities and the safety practices and procedures related to the building trades. Basic math to add, subtract, multiply, and divide. Possession of a valid California Class C driver's license.
Ability to effectively use a variety of hand and power tools; operate a forklift; read blueprints; review and identify projects needed to be serviced by outside contractors; follow oral and/or written instructions; communicate effectively in both oral and written form; maintain work logs; establish and maintain cooperative and effective working relationships with those contacted in the course of work assignments.

5.11 FACILITIES MAINTENANCE

Facility Maintenance Engineer I

In General. Office and industrial, cleaning duties in accordance with the Contractor Cleaning Plan and cleaning industry standards for each facility, including but not limited to the following: janitorial duties, sweeping and scrubbing concrete and asphalt, all types of floor care, pressure washing, window cleaning, etc. Performs general labor including, but not limited to the following: moves and/or arranges furniture and equipment; loads and unloads supplies onto or from trucks; breaking and removing concrete, Installing and removing bus stop poles and signs, digging, etc. Completes elementary, non-technical repairs and installations to buildings and fixtures including, but not limited to the following: replaces lamps; hangs pictures and fixtures, touch up and minor painting, removes graffiti, performs non-technical preventative maintenance and inspections, takes routine care of custodial equipment and materials; Installs, moves, and repairs bus stop signs; reacts to change productively and handles other tasks as assigned.

Essential Tasks, Knowledge, Skills and Abilities. Knowledge of proper cleaning techniques; ability to read and understand material and equipment instructions to ensure safe and correct use; ability to read and understand department memorandums, equipment user manuals, and signs in the work environment and respond accordingly; ability to respond to written and oral instructions in English; ability to legibly complete forms or logs using English sentences or phrases; ability to work effectively with others; ability to learn and follow a specified routine for cleaning buildings, facilities and grounds; ability to use the proper materials and tools for maintenance and minor repair of buildings, facilities and grounds. Possession of a valid California Class C driver's license and the ability to pass forklift driver training program and drive and maneuver a trailer.

Training Requirements. Appropriate OSHA and any other shop safety related activity, training on dealing with blood pathogens, appropriate use of tools and machinery.

Facility Maintenance Engineer II

In General. Familiar with all responsibilities of the Facility Maintenance Engineer II. Diagnoses, troubleshoots, installs, and repairs electrical and lighting equipment and components; tests and inspects equipment and performs preventive maintenance as required; troubleshoots, installs, and repairs various plumbing systems; performs minor/routine carpentry work; completes miscellaneous cement and asphalt work and repairs; performs mechanical work in the maintenance and minor repair of HVAC units and support equipment; troubleshoots, installs, and repairs various building and structural systems and site work, assists Facility Engineer III as required; reacts to change productively and handles other tasks as assigned or required.

Essential Tasks, Knowledge, Skills and Abilities. Ability to read and understand a number of written materials including the instructions and manuals pertaining to equipment and materials, department memorandums, simple schematics and blueprints, signs, safety instructions, and other work related correspondence; ability to properly use equipment in a safe and productive manner; ability to complete forms, logs, and construct work-related notes in English; ability to work effectively with other individuals; ability to learn and follow a prescribed routine for preventative maintenance of equipment and facilities; skill in safely using the required tools for maintenance and repairs; knowledge of electrical, plumbing, mechanical, concrete, painting, carpentry and building maintenance techniques. Ability to operate the vehicles, tools and equipment required to complete
repairs and maintenance; ability to push, pull, dig, reach, stoop, crawl and climb; ability to maintain balance in and around wet floors, roof tops, and other difficult work locations; ability to physically lift objects up to 50 lbs. on a frequent basis; ability to operate motorized equipment including forklifts, scissor lifts, and boom lifts. Ability to safely operate a variety of motor vehicles that require a class C driver's license; ability to safely operate a forklift and other motorized equipment; ability to operate power and hand tools commonly used in maintenance and construction.

Training Requirements. Appropriate OSHA and any other shop safety related activity. Training on application of appropriate codes for life, fire and safety according to the local jurisdiction, electrical equipment safety, and mechanical equipment safety.

Facility Maintenance Engineer III

In General. The Facility Maintenance Engineer III is distinguished by advanced technical expertise in the repair and maintenance of mechanical equipment and fleet maintenance support equipment. Possesses an advanced degree of knowledge, skill, and ability of repair and maintenance compared to the Facility Maintenance Engineer II classification.

Essential Tasks, Knowledge, Skills and Abilities. The troubleshooting, diagnosis, repair, maintenance, and installation of mechanical systems and equipment associated with fleet and facility maintenance support equipment. The work associated with the Facility Maintenance Engineer I and Facility Maintenance Engineer II, plus the troubleshooting, maintenance, repair, and installation metal fabrications (ladders, steel and chain railings, gratings and frames, misc.); waste compactors; pressure washers; bus vacuums; fluid dispensing equipment and pumps; battery charging equipment; welding equipment; shop equipment (lathes, bead blasters, saws, grinders, drill presses, etc.); paint booth; cleaning equipment (scrubber, sweeper, pressure washer, blower, etc.); conveying systems, bridge cranes; jib cranes; bus Hoists; portable bus lifts, piping and fittings; secondary containment piping and fittings; air compressor systems; fueling systems; motor oil systems; bus washing and water reclamation systems; HVAC systems, bulk storage tanks, controls, and piping, electrical switchboards, transformers; panel boards; motor control centers; power generation equipment; automatic transfer switches; life safety systems, etc. Knowledge of maintenance, electrical and mechanical principles, theory, and practical application; knowledge of regulations and codes applicable to work performed, such as OSHA, EPA, and state and federal building codes; knowledge of safety regulations, techniques, and methods, skill in reading and interpreting sketches, diagrams, schematics, and blueprints; skill in estimating time and material costs associated with assigned projects; skill in written and verbal communications; skill in the safe use of tools and equipment; ability to perform mathematical calculations; ability to troubleshoot, diagnose, and repair malfunctions of facility equipment and facility support systems; ability to work effectively in ambiguous or uncertain environments; ability to work under pressure to effectively devise and implement solutions in emergency situations and/or strict time schedules.

Training Requirements. Appropriate OSHA and any other shop safety related activity. Training on application of appropriate codes for life, fire and safety according to the local jurisdiction, electrical equipment safety, and mechanical equipment safety.

[Remainder of Page Intentionally Left Blank]
6. CUSTOMER SERVICE AND EMPLOYEE BEHAVIOR EXPECTATIONS

6.1 CUSTOMER SERVICE

a) High quality customer service is critical to the overall success of NCTD. The Contractor shall develop training programs, procedures, and initiatives which will guide employees in dealing with customers, and will ensure that customer concerns and complaints will be addressed in an expeditious manner. The Contractor is required to investigate and respond to all passenger complaints (referred to them by authorized NCTD staff) within five (5) business days. If the Contractor receives a complaint directly, the Contractor shall promptly notify NCTD staff and the same standards for response apply. The Contractor and its employees shall, at all times, treat all customers and persons interacted with in the performance of its duties with respect and courtesy and shall undertake all reasonable means to provide required and/or requested assistance. The Contractor shall develop training programs and be highly sensitive to persons needing assistance. Any such programs and procedures shall also incorporate (as applicable) NCTD regulations and programs for handling passengers with special needs, special groups, youths, etc.

b) The Contractor personnel shall be familiar with NCTD’s and regional sources of transit information to the public, and direct inquiries to these channels as needed.

c) The Contractor’s Operators (BREEZE, LIFT, and FLEX) shall perform their duties at all times in a courteous and informative manner, and answer customer questions to the best of their ability without compromising safety. Operators shall enforce the Rules of Riding promulgated by NCTD. Handling of disorderly passengers will be in accordance with NCTD policies. Operators will report security issues immediately to Dispatch via the radio system.

d) Operators shall assist disabled and other passengers as required by the Americans with Disabilities Act (ADA).

e) NCTD Customer Service personnel have the primary responsibility for responding to formal customer complaints. The Contractor’s General Manager and other key personnel shall assist in responding as requested by NCTD. Court appearances regarding claims, accidents, incidents and citations may be required.

6.2 CONDUCT UNBECOMING AN EMPLOYEE

a) The Contractor is required to develop a Code of Conduct and train all of its employees regarding its requirements on an annual basis which shall include EEO and ethics.

b) All of the Contractor’s employees and agents including subcontracted employees and agents shall avoid conduct unbecoming an employee, as defined below. NCTD may, at its sole discretion, require the removal or requalification of any contracted employee or agent from service or performance of work on this Contract or NCTD property for behavior or actions as outlined below, and/or for engaging in conduct unbecoming an employee as defined below. This removal shall be at no cost to NCTD.

c) Examples of conduct unbecoming an employee include, but are not limited to:

1) Any instance of use of language that is obscene, risqué or religiously, ethnically or sexually demeaning, or making light of physical or mental disability, regardless of whether it is directed at a customer.

2) Any instance of belligerent or malicious behavior.

3) Instance(s) of willful failure to assist customers.

4) Any instance of violation of applicable safety rules that causes injury to a person, damage to property, or release of a hazardous substance.

5) Instance(s) of littering in rolling stock or station areas.
6) Instance(s) of snacking, smoking, reading, listening to radio or other audio devices or watching or listening to TV while operating a NCTD vehicle or equipment.

7) Conduct demeaning to NCTD or the Contractor, including demeaning oral or written remarks made to the public and/or customers.

8) Conduct that constitutes oppression, fraud, malice, negligence or recklessness, as defined herein.

9) Any violation of NCTD and the Contractor Personal Electronic Device policies including devices such as Google and Apple watches that create the potential for distraction.

6.3 REMOVAL OF PERSONNEL

NCTD reserves the right to direct the Contractor to immediately remove any employee or any subcontractor from working on this project if, in NCTD’s sole opinion, the employee or subcontractor is performing in a way that is unsatisfactory. Reasons for which NCTD might request that an employee or subcontractor be removed include, but are not limited to:

- Failure to meet or maintain minimum standards established for the employee’s or subcontractor’s assigned duties.
- Failure to pass a drug or alcohol screen conducted in accordance with FTA drug and alcohol testing requirements.
- Actions or performance which is illegal, unsafe or not in keeping with reasonable expectations for the employee’s or subcontractor’s assigned position or duties.
- Repeated failure to adhere to program policies, rules or procedures.
- Poor customer service as demonstrated by three or more valid complaints within a twelve month rolling period.

[Remainder of page intentionally left blank]
7. TRAINING AND QUALITY MANAGEMENT

Appropriate, effective and ongoing training for contractor employees and subcontractors is of critical importance. NCTD has established the following training requirements for this project. The Contractor must develop a detailed Training Program that complies with the requirements set forth herein. This plan must be approved by NCTD prior to start-up and must be updated (subject to NCTD approval) on an annual basis.

7.1 TRAINING PLAN

a) The Contractor, in accordance with NCTD policies and procedures and APTA standards, best practices and Federal and State regulations and standards, shall develop and implement an ongoing comprehensive training and certification plan (Training Plan) for employees who are providing Services including, but not limited to, all craft and management employees. The Contractor’s organizational chart shall establish a Training Plan and Quality Management Program and ensure that the sole purpose of the training function is to support the responsibilities as specified in this section and ensure that the responsibilities are clearly defined as to not to interfere with the functions and independence of the Safety function. The Training Plan shall be developed for NCTD review and approval 90 days prior to the Service Date of the Agreement. Training shall include those elements required for the performance of duties in addition to specific areas of training for NCTD operations, including disabled passengers and passengers needing assistance and system safety and security training for new hires consistent with current NCTD programs. Training courses shall include provisions for refresher training.

b) As part of the Training Plan, the Contractor, in accordance with applicable collective bargaining agreements and in consultation with the NCTD, shall develop, implement and administer an ongoing proficiency testing program for all crafts that ensures that the Contractor employees have the knowledge and skills required to safely and competently administer their duties. Testing shall include equipment and procedures unique to NCTD operations.

c) All employees shall be trained to the extent necessary to be fully qualified and competent to perform their duties. Those who are identified as being deficient in knowledge or skills shall be required to promptly attend and pass courses of instruction specific to their craft or service area. Employees who refuse or decline training and fail to successfully pass certification tests shall not be allowed to hold a position where such certification is required. NCTD reserves the right as deemed necessary to qualify each employee proposed by the Contractor to perform work. The Contractor shall be required to remove from NCTD service any the Contractor personnel who fails to successfully complete training required in the approved Training Plan.

d) The Contractor may reinstate the removed the Contractor personnel to NCTD service once the employee successfully completes the required training. NCTD reserves the right to request evidence that the Contractor's employees and subcontractors who are providing Services are appropriately trained and certified and have completed appropriate efficiency and competency tests.

e) The Contractor shall require that all employees who perform safety-related inspections and tests of equipment are trained, tested and certified in accordance with regulatory requirements and current APTA standards and guidelines.

f) The Contractor shall meet quarterly with NCTD Program Manager to review the effectiveness of the approved Training Plan. The Contractor shall also provide NCTD with a quarterly training report per Section 18: Deliverables, Reports, and Notifications, furnished to NCTD at least two weeks prior to the quarterly training review. The Contractor also shall provide monthly reports to NCTD on performance of efficiency testing per Section 18: Deliverables, Reports, and Notifications.
g) The Contractor is responsible for formulating and coordinating all training activities. The Contractor shall provide training within NCTD's service area, unless prior written approval to hold training elsewhere is provided by NCTD. The Contractor shall schedule training activities so as to not interfere with its provision of services under the Contract. The Contractor shall provide a schedule of all planned training and upon request shall make available to NCTD employees and to third-party Contractor personnel, any training offered to or by its own personnel who are assigned to work on the Contract. The Contractor shall provide at least fourteen (14) day notice to NCTD of all training offered to or by the Contractor for its own personnel prior to the beginning of such training.

h) All training records will be maintained in an NCTD provided database system.

i) All current employees that are retained by the successful Proposer of this RFP must be retrained to new SOP's and regulatory standards within 90 days of Service Start Date.

7.2 TRAINING PLAN COMPONENTS

The Training Plan shall include a requirement that all training is provided by qualified individuals to provide such training and documented in a manner that is available for NCTD inspection at any time. Training should encompass management, frontline and non-frontline employees, refresher training, new hire training, system safety training, Customer Service to include dealing with difficult passenger training, and ADA training (which shall include initial training of 4 hours and 2 hours of annual refresher training). Information developed for each course should include a course description, category of personnel required to attend, objectives, curriculum, frequency of training, proficiency required to obtain certification or qualification, and methods for addressing failures or retraining.

7.3 ADA TRAINING: (INITIAL AND REFRESHER)

The Contractor shall provide initial and annual refresher ADA training to all personnel providing service to the public. All service providers shall be included whether they perform such service on a regular, intermittent, or infrequent basis. At a minimum, such training shall include:

Initial Training:

Four (4) full hours of classroom ADA sensitivity training. This training shall include:

a) Lecture on the ADA law with hands-on employee participation and also other appropriate instructional media (e.g. slides, video, etc.) as may be successfully integrated into the instructional process.

b) Panel discussion led by persons with disabilities presenting information regarding different types of disabilities.

c) Three (3) full hours of classroom ADA operational training. This training shall include a discussion of various disabilities that present transportation issues, scenarios regarding service to passengers with disabilities, and the practical remediation of access problems presented in those scenarios, and equipment and other resources available to make public transit a viable transportation alternative to passengers with disabilities. Included within this training shall be a discussion of:

1) Operator responsibilities.

2) Equipment and devices currently in use.

3) Proper use and securement of such equipment and devices.

d) Other matters as the Contractor deems appropriate. Field time on the bus with instructors to evaluate operator expertise in boarding, securement, and deboarding of mobility-aid devices and the operator's familiarity with other equipment and devices then in use. Several types of mobility-aid devices shall be used to conduct the hands-on training.
For use in hands-on training and hands-on evaluation, the Contractor shall provide a minimum of one (1) of each of the following:

1) A manual wheelchair.
2) An electric device with three or more wheels; e.g., a scooter.
3) An electric wheelchair.

Annual Refresher Training:

One hundred-twenty (120) minutes of classroom ADA sensitivity training each year. This training shall include:

a) A review of ADA complaints filed by passengers with disabilities during the preceding year by category.
b) A review of passengers with disabilities requiring special service needs.
c) A panel discussion led by persons with disabilities recommending improvements to accessible transit service.
d) ADA operational training, including a discussion of scenarios regarding service to passengers with disabilities and the practical remediation of access problems presented in those scenarios, and equipment and other resources available to make public transit a viable transportation alternative for passengers with disabilities.
e) Update and training on changes to ADA law and related mandates as appropriate.
f) Included within this training shall be a discussion of:
   1) Operator responsibilities.
   2) Boarding and securement equipment and devices currently in use.
   3) Proper use of such equipment and devices.
   4) Other matters as the Contractor deems appropriate.

g) A minimum of one (1) hands-on check to evaluate operator expertise in boarding, securement, and deboarding of mobility-aid devices and the operators’ familiarity with other equipment and devices then in use. Several types of mobility-aid devices shall be used to conduct the hands-on training. For use in hands-on training and hands on evaluation, the Contractor shall provide a minimum of one (1) of each of the following:
   1) A manual wheelchair.
   2) An electric scooter.
   3) An electric wheelchair.

Additional Training:

In addition to the above-noted training requirements, Operators will be required to have additional extensive training outlining NCTD Board Policy 21 to include but not limited to; Personal Care Assistance and Companions, Transfers, Fare, Mobility Devices, Service Animals, Reasonable Modification, Prohibited Activities, and ADA Emergency Communication.
7.4 QUALITY CONTROL PROGRAM

a) The Contractor within the Training Program function shall develop and maintain a Quality Control Program to ensure that all aspects of the Contractor’s work is conducted and completed in the highest quality standards and consistent with regulatory and NCTD requirements.

b) The Quality Control Program shall include, but is not limited to: maintenance activities, training activities/requirements, operating activities, customer service, and adherence to contract requirements. The Quality Control Program will support a high quality of workmanship through independent monitoring and validation that provides assurance of the completeness and correctness of repairs. The Quality Control Program will ensure that all equipment and vehicles exhibit workmanship that is consistent with the procedures and workmanship outlined in the Workmanship and Minimum Procedures.

c) The Quality Control Program will specify requirements for on-site staff and also provide/identify oversight staff and or resources that are independent of the on-site staff and representatives responsible for activities specified in the Contract. The independent reviews shall be conducted on a quarterly basis, at a minimum based on a work plan mutually agreed upon with NCTD. The Contractor must submit completed quality control guidelines for NCTD approval 60 days prior to the Service Date. The Contractor’s quality control guidelines are subject to the written approval of NCTD.

d) NCTD reserves the right to conduct quality assurance reviews of the Contractors maintenance practices. The Contractor shall remedy any NCTD quality assurance findings resulting from these reviews expeditiously and in accordance with NCTD’s written corrective action correspondence.

[Remainder of page intentionally left blank]
8. BREEZE FIXED ROUTE OPERATIONS

8.1 FIXED ROUTE SERVICES

Additional School Tripper Service: School service routinely will have additional service scheduled to meet peak demand and ensure regular service is minimally impacted. This service is scheduled, appears in the public timetables, and is subject to cancellation by NCTD.

Regular Fixed-Route Service – NCTD currently operates 31 regular fixed-route bus services which operate five or more days per week. BREEZE services are divided into five categories:

- **Core service** serves areas with high concentrations of employers, residences, and schools. The length of the route varies, but frequencies on these routes are the highest in the system due to high demand, which necessitates the need for increased capacity and thus increased frequency on these routes.

- **Corridor service** generally operates on major arterials and provides inter-community service. Corridor routes normally have a “0” in the route number, and typically have higher average boardings per hour and productivity. Most, though not all, corridor service operates on 30-minute or better headways on weekdays. Most, though not all, corridor service is operated with 40-foot coaches and tend to be longer, with one-way travel times of 50 to 100 minutes.

- **Local service** generally provides circulation within communities and short-distance feeder trips to and from SPINTER stations. These routes typically operate hourly on a loop or as a circulator and tend to be moderate in length with end-to-end one-way running times of 25 to 40 minutes. Many local routes have sufficient peak loads to justify 40-foot coaches; others could be operated with small transit vehicles.

- **Commuter service** focuses on niche ridership markets and therefore are less likely to require all-day service span or a constant service frequency. Commuter service includes COASTER Connection shuttle services, operated during peak periods only, connecting COASTER stations to work centers.

- **Rural service** are those which are funded by FTA 5311 program. They are outside of the urbanized area boundary, and tend to be longer routes connecting rural areas to the urban transit center. Because of the length of the routes, they tend to not perform as well as other corridor routes.

The overall system design is based on a timed-transfer system of pulsed connections at major transit centers (see Appendix 1. BREEZE Routes and Schedules). To the extent possible, timed connections have been established among bus routes, and between bus routes and SPINTER hybrid rail service or COASTER Commuter Rail service. The SPINTER, which is not a part of this procurement, provides the connecting trunk service in the Oceanside to Escondido corridor. Major timed-transfer and/or transit centers for bus service are located at:

- Carlsbad Village Station
- Del Lago Park & Ride, Escondido (connection to MTS Routes)
- Encinitas Station
- Escondido Transit Center
- Oceanside Transit Center
- Palomar College, San Marcos
- Plaza Camino Real, Carlsbad
- Poinsettia Station (primarily for Coaster Connection routes)
BREEZE service includes the following services that the Contractor will be required to provide.

**Backup Tripper Bus Services** – Backup tripper bus services are provided which generally operate only on weekdays to accommodate school-related overload conditions on regular routes. Currently, such backups are operated in Oceanside, Vista, and Escondido. All school service is scheduled and appear in the public time table. “Backups” are the most likely service to be cancelled in a resource crunch, upon approval by NCTD. School service is also operated in San Marcos and Carlsbad.

**Standby Bus Services** – The Contractor is required to provide stand-by Operators and vehicles. The Contractor is required to meet service level standards and ADA Requirements. Currently, one bus in each Division is scheduled 16 hours per day, weekdays only, to provide service recovery in the event of a bus breakdown, wheelchair passenger bypassed for more than 30 minutes, or other similar purposes.

**Special Event** – Service provided for special events. For example, NCTD provides seasonal special service for the San Diego County Fair at the Del Mar Fairgrounds, using regular fare policies. This service is generally provided utilizing one (1) bus from West Division and three (3) buses from East Division.

**Emergency Bus Bridge Services** – During rail-service related emergencies on the COASTER or SPRINTERT, emergency bus bridge services are provided to shuttle passengers around incident scenes on the railroad. These situations are highly variable and can require from three to ten or more buses, to the extent resources allow. NCTD also coordinates with MTS to obtain emergency response services when COASTER incidents occur. The Contractor will be required to assist with such coordination efforts and provide resources to the extent available in such situations.

**Rail Replacement Services** – The Contractor shall provide services to support planned or emergency rail service outages in excess of one (1) day, at NCTD’s discretion. NCTD expects that the Contractor will establish and maintain agreements/contracts that provide additional resources beyond the base scope to ensure that BREEZE operations are not degraded. In these situations, the Contractor will be compensated based on cost/pricing data obtained as part of this procurement. In certain situations, such as weekends, the Contractor to the degree that BREEZE services are not degraded, can utilize its workforce established as part of the base Contract and will be reimbursed in accordance with those terms and conditions.

NCTD may implement new and/or convert specified current routes to express, limited stop, and or FLEX services during the term of this agreement. NCTD encourages Proposers to provide stable, innovative, and cost-effective alternatives to NCTD existing fixed route operations. NCTD recognizes that some alternatives based on the nature of its operations may be utilize and require alternative pricing approaches and models. Proposers shall submit pricing approaches and models as part of any alternative strategy that is submitted as part of their response to this RFP.

### 8.2 CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for operations and maintenance activities, in accordance with Federal and State requirements and the Operations and Maintenance Agreement including but not limited to:

- Meet or exceed all operations, equipment, maintenance, performance, safety, security, and other requirements and performance standards established in the Contract.
- Provide all qualified and trained personnel necessary to provide BREEZE services on behalf of NCTD, either directly or through subcontracts.
- Maintain non-revenue and revenue vehicles required to provide services.
- Meet all requirements of the Americans with Disabilities Act and with all federal, state and local regulations and requirements that apply to the management and operation of bus operations.
- Assist NCTD in community relations by attending NCTD Board, Executive Committee and Risk Register meetings when requested. The Contractor shall also attend other meetings and outreach forums as requested.
- Provide recommendations to NCTD staff to improve all aspects of BREEZE services.
- Attend all relevant transportation/traffic/engineering meetings for the jurisdictions NCTD serves, and keep NCTD aware of any service that may be affected by future plans and developments.
- Keep all facilities equipment functional and in good working order to avoid service disruptions.

Personnel Requiring Access to Camp Pendleton. NCTD currently operates three (3) BREEZE routes and LIFT services aboard Camp Pendleton. The Contracted personnel will be required, while driving an NCTD vehicle, to obtain a Camp Pendleton gate pass for access to Camp Pendleton. Examples of personnel that may need this access are BREEZE and LIFT Operators, Fleet Maintenance Mechanics, and Facility Maintenance personnel. Personnel separating from this Contract will be required to turn in Camp Pendleton Gate Passes back to NCTD.

8.3 TOTAL ANNUAL SCHEDULED REVENUE HOURS

Total annual scheduled revenue hours for BREEZE are estimated to be 466,366 and total annual estimated revenue miles are approximately 5,567,583, see Appendix 12: “BREEZE 10 Year Estimate of Projected Miles/Hours”. NCTD may make changes to facilitate additional service or reductions in service based on route performance and productivity. Refer to Appendix 1: “NCTD FY 2017 Comprehensive Strategic, Operating, and Capital Plan.”

8.4 DETOURS

The Contractor shall be responsible for the planning, implementation, and supervision of all service detours. The Contractor’s detour planning efforts must include, but are not limited to:

1) Attending event planning and detour coordination meetings.
2) Establishing detours for affected route(s).
3) Issuing bulletins and detour notices to all affected staff and agencies.
4) Directly communicating information relative to detours to customers at affected bus stops, when necessary and required by NCTD.
5) Assigning the requisite staff and resources to effectively and efficiently plan and implement detours as needed.
6) Notifying to NCTD Customer Service and Operations Oversight Team of all established, emergency and periodic detours shall be sent via email.
7) Posting discontinued bus stop signage at affected bus stops and establishing temporary bus stops during detours.
8.5 DESTINATION SIGN CODES

NCTD is responsible for the programming of all destinations signs for all rolling stock used by the Contractor and supplying the Contractor with the list of codes for the service under this contract:

1) NCTD will provide to the Contractor the electronic formatted program to be uploaded by the Contractor in all revenue service vehicle with destination signs before each service change.

2) The Contractor will ensure revenue service vehicle is uploaded the day before a service change.

3) The Contractor’s Coach Operators and Fleet Maintenance personnel must ensure that the appropriate sign information is displayed on destination sign, sidesign, and rearsign when leaving their division and operating in or out of service.

4) NCTD and the Contractor will meet to determine schedules and processes for providing the above mentioned information in order to meet the Contractor’s work schedule and NCTD’s service changes.

5) Operators must be trained to operate the Destination sign and shall have a copy of destination sign codes in their possession while operating revenue vehicles. Operators must test the signs during his/her pre-trip and make sure all signs are working and displaying the route correctly. All buses that are not in service must have the Destination sign programmed for OUT OF SERVICE.

8.6 REVENUE COLLECTION AND CONTROL

1) All BREEZE and FLEX buses are equipped with GFI ODYSSEY validating with Cubic Drivers Control Unit (DCU1 and DCU2).

2) All fareboxes shall be probed and dumped by the Contractor staff for revenue vehicles operating in revenue service on a daily basis. The Contractor shall keep a log of each revenue vehicle probed and report to NCTD any problems encountered with the process on a daily basis.

3) The Contractor shall implement adequate controls over every facet of revenue collection including but not limited to, ensuring malfunctioning fareboxes are reported to Dispatch and repaired immediately. The Contractor shall ensure preventative maintenance is performed in a timely manner.

8.6.1 On Board Checks

NCTD may periodically conduct on-board and in-service ride checks to ensure the Contractor is in compliance with the terms of this agreement. The ride check will include and not be limited to observing the customer service, revenue collection, ADA compliance, and safety practices and conditions. The ride checks will be entered into the IndustrySafe database and discrepancies will be forwarded to the Contractor for appropriate action.

8.6.2 Fare Recording and Boardings

The Contractor’s bus operators shall ensure collection and recording of each boarding by fare type, including recording of non-fare boarding as set forth by NCTD and regional fare policies. The Contractor’s bus operators will be required to immediately report to Dispatch any malfunctions where the operator is unable to collect or record fare media. The bus operator will record the malfunction on their driver daily report and the dispatcher will notify Fleet Maintenance of the issue. Fleet Maintenance will repair the malfunctioning device before releasing the bus for revenue service the next day. The Contractor shall enforce the Regional Fare Policy. The Contractor shall ensure that fares are charged and collected from all passengers. The Contractor shall be liable to NCTD for uncollected fares. The Contractor will be responsible for pulling out of service any revenue vehicle with reported malfunctions related to the recording of fare media or collection of revenue within two (2) hours from the time it was reported to Dispatch.
8.7 LOST AND FOUND POLICY

The Contractor shall make a reasonable attempt to identify and return lost items to the passenger the same day found per NCTD policy, the Contractor shall:

1) Tag the item and note the route, date, time, and location where the item was found;
2) Include name of person turning in the item; a brief description of the item; and
3) Maintain a log of lost and found items.

The Contractor shall coordinate the delivery of lost items to NCTD’s Customer Service Center at OTC and ETC where NCTD staff is responsible for the disposition of any property delivered to them by the Contractor. Sensitive or high value items will be delivered to Customer Service via a Contractor Supervisor or Manager to ensure the security of the item. Under no circumstance may lost and found items be returned to the Contractor’s employees.

The Contractor must deliver all lost and found items Monday – Friday between the hours of 7:00 am and 7:00 pm excluding holidays.

8.8 HASTUS SCHEDULING

NCTD will provide the Contractor with scheduling services to include blocking and runcutting. NCTD will assist the Contractor by providing reports, statistics, and employee bid materials based on information derived from HASTUS.

The Contractor shall not use revenue vehicles for the purpose of driver relief at any time. NCTD will determine vehicle types to be assigned to routes or blocks, but the Contractor may request NCTD’s approval on changes.

At NCTD’s direction, the Contractor shall assign APC equipped buses to specific blocks for the purpose of collecting ridership data. This constraint may require the rotation of bus assignments between bids.

NCTD and the Contractor will monitor and resolve operational problems, overloads and detours, and identify non-revenue turnaround loop routing and bus layover points. NCTD will make final decisions in the best interest of the passenger and every effort will be made to coordinate with NCTD’s OCC to minimize possible impacts to revenue miles.

In the event that NCTD requests that the Contractor assume some or all aspects of scheduling, the Contractor shall use NCTD’s HASTUS Scheduling Module as provided by NCTD. The Contractor may elect to purchase HASTUS Dispatch Module (Daily Dispatch) for use in daily operations.

NCTD is considering procuring HASTUS BidWeb module which allows for bus operators to select their work assignments at designated intervals over the internet. Should NCTD advance this procurement, the Contractor shall work collaboratively with NCTD to support its successful implementation. The Contactor may propose to purchase Bid Web as part of its proposal and transfer the license to NCTD at the end of this Agreement.

8.9 RTMS (XEROX ORBCAD)

NCTD utilizes this system to help manage transit service by providing voice and text messaging to all buses and by displaying vehicle location and schedule adherence using an automatic vehicle location system and a geographic information system. The RTMS tracks bus on time performance and collects data relative to bus operations. The Contractor will be trained and specified dispatch, supervisory, and other key staff will be subject matter experts in the use of the system in support of NCTD’s operations. Vehicle operators must also be trained and held accountable for logging on and off RTMS system appropriately as required and
take the necessary steps to validate successful log on and log off. The Contractor will be responsible for the maintenance of power, ground, and signal voltage to the radio system and for any leaks that occur at antenna mounting locations.

8.10 ADA EQUIPMENT FAILURE RESCUE REQUIREMENTS

The Contractor shall not place any revenue vehicle in service with an inoperative ramp or lift. The Contractor shall ensure that vehicle operators immediately report any failure of a lift or ramp to operate in service. The Contractor shall assign staff and establish a process that complies with the Americans with Disabilities Act of 1990 (ADA), as amended. The Contractor staff will provide an effective rescue system when passengers who use a wheelchair or authorized mobility device require a lift or ramp and are stranded due to an inoperable lift, ramp or vehicle.

Minimum rescue policy standards for passengers using wheelchairs are:

a) If the passenger will be stranded for more than thirty (30) minutes, the Contractor shall rescue the passenger.

b) Vehicles that are dispatched for rescue shall attempt to pick up the stranded passenger within thirty (30) minutes of the request for rescue. The Contractor can use alternative services such as LIFT and or other subcontractors to perform rescue services.

c) The Contractor shall ensure that all managers, operators, road supervisors, and dispatchers are trained annually on rescue procedures, mobility device movement, securement, safety, and passenger sensitivity.

8.11 STOP ANNOUNCEMENTS AND ROUTE IDENTIFICATION

The Contractor shall ensure BREEZE operators are trained to announce stops, at least, at:

- Transfer points with other fixed routes, “including connections with routes or services provided by other operators (e.g., MTS, RTA).”
- Other major intersections and destination points.
- Intervals along a route sufficient to permit individuals who are blind, or have vision impairments or other disabilities, to be oriented to their location.
- Any requested stop.
- Drivers shall call out route information after pulling up to stops and opening the door if there are any waiting passengers. The announcement should be loud enough for waiting passengers to hear.
- At transit centers, drivers should exit the bus and announce the route information to waiting passengers. This should be done when the bus first arrives, before it departs, and at other times in between if the bus has a long layover at the center.

The Contractor shall validate the performance of operators in fulfilling these requirements through its Mystery Rider Program and other oversight activities.
8.12 OPERATOR PASS BYS OF DISABLED PERSONS

Intentional bus pass-bys of people who use wheelchairs or other would-be passengers with disabilities are violations of the ADA. If both wheelchair securement areas are occupied, the driver shall stop and let the waiting passenger know and contact Dispatch. The Contractor shall dispatch a lift equipped vehicle if the headway to the next accessible vehicle on the route exceeds 30 minutes.

If there are reports of rider pass-bys, the Contractor shall ensure, through its monitoring programs that this problem is dealt with promptly.

8.13 PRE AND POST TRIP INSPECTIONS OF ADA EQUIPMENT

If ADA equipment is not working properly during the pre-trip inspection process, the vehicle operator should report it immediately. A repair should be made or the vehicle should be removed from service and a spare bus with working equipment should be assigned. The Contractor shall ensure operators conduct an immediate maintenance check at the end of each bus run or shift of all accessibility equipment that is reported to fail in service, including lifts and ramps.

8.14 MEAL AND REST BREAKS

The Contractor will adhere to current Collective Bargaining Agreement (CBA) language. The Contractor to review and ensure compliance with Section 11 of California’s Wage Order #9.

NCTD currently provides crew scheduling (run-cut) per the Contractor specifications.

8.15 VEHICLE OPERATOR REQUIREMENTS

The driver must assist individuals with disabilities with the use of ramps, lifts, and securement systems. The driver shall leave his/her seat to provide assistance to passengers related to ramps, lifts, and securement systems.

8.16 FITNESS FOR DUTY

All drivers directly employed by the Contractor shall meet the 100% daily fitness for duty inspection. Relief Operators must report, even when performing the second half of a split, to their assigned Division for a fitness for duty inspection with the window Dispatcher.
LIFT ADA PARATRANSIT OPERATIONS

9.1 LIFT OPERATIONS

Paratransit services shall be provided in accordance with the transportation provisions (49 CFR Parts 27, 37, and 38) of the Americans with Disabilities Act of 1990 (ADA), as amended. The Contractor shall provide all qualified personnel necessary to operate the LIFT service on behalf of NCTD. The Contractor will be responsible for the management and operations of the LIFT service which includes, but is not limited to, the following key elements:

- Meet or exceed all operations, equipment, maintenance, performance, safety, security, and other requirements and performance standards established in the Contract.
- Provide all qualified and trained personnel necessary to provide LIFT services on behalf of NCTD, either directly or through subcontracts.
- Provide LIFT on-demand ADA service to ADA eligible passengers and applicants.
- Take reservations and schedule of all passenger trips.
- Maintain of non-revenue and revenue vehicles required to provide services.
- Provide all required reporting for Medi-Cal billing and all regulatory agencies. Contractor is responsible for verifying Medi-Cal trip eligibility with NCTD’s contractor for ADA Eligibility Certification services and in accordance with NCTD requirements.
- Ensure that the Contractor’s personnel are trained and highly proficient in using NCTD’s scheduling system for scheduling, reservation and reporting.
- In addition to meeting all requirements of the ADA, the Contractor shall be in compliance with all federal, state and local regulations and requirements that apply to the management and operation of paratransit services.
- Assist NCTD in ADA-related community relations by attending ADA-related NCTD Board, Executive Committee and Risk Register meetings when requested. The Contractor shall also attend NCTD ADA Review Group meetings and other meetings and outreach forums as requested.
- Provide transportation, as requested by NCTD, for in-person assessment trips from any location within NCTD service area. Currently, NCTD uses a web based application process managed by ADARide.
- Provide recommendations to NCTD staff to improve all aspects of LIFT services.
- Collect fares in accordance with NCTD’s fare policy and procedures. The reservations agent will inform the customer of the total fare at the time that the trip is booked. The Contractor will provide NCTD with a trip manifest indicating method of payment for each trip.
- Utilize NCTD Facilities located at 303 and 305 Via Del Norte in Oceanside, CA and 755 Norlak located in Escondido, CA to provide required services.

NCTD estimates that for FY 17 LIFT will operate 2,080,985 revenue miles and 120,233 revenue vehicle hours to support a projected ridership of 219,203. Please see Appendix 12: “BREEZE 10 Year Estimate of Projected Miles/Hours” for more detail regarding LIFT operations.

The Contractor shall provide an origin to destination, shared ride, demand-responsive, and curb to curb special public transportation program to include reservation, scheduling, dispatch, vehicle transportation, and vehicle maintenance services. Door to door service is provided on an individual, case by case basis when it is needed and appropriate to meet the origin to destination service requirement per FTA regulatory requirements and guidance.
The Contractor will provide services that are comparable to the level of fixed-route service throughout the same hours and days of service as NCTD’s fixed route services. The Contractor shall only provide services for individuals with disabilities in the defined service area who have been certified ADA paratransit eligible. Trips to passengers that are not eligible, not certified, outside the service area, outside the comparable service times or days are not permitted and the Contractor shall not be compensated for such trips (see Appendix 1 “FY 2017 Comprehensive Strategic, Operating, and Capital Plan”.

Proposers are encouraged to provide a creative but stable service design proposal and to recommend efficiencies. NCTD will accept proposals that will allow for coordination of services either through the traditional dedicated fleet model with the use of the vehicles in NCTD’s LIFT Fleet Management Plan, a brokerage model, or a hybrid of the two models. However, the Contractor will be required to use the vehicles specified in Appendix 13: “NCTD Fleet Management Plan” until such time that the vehicles have reached the end of their individual useful life and or the operator purchases the vehicles from NCTD at fair market price based on the straight line depreciated remaining value of the vehicle.

Currently, NCTD utilizes ADA transfer zones with MTS, located at Westfield Mall in south Escondido and the VA Hospital located in La Jolla. NCTD is considering the implementation of additional ADA transfer zones at Escondido Transit Center, Vista Transit Center, Encinitas COASTER Station and Oceanside Transit Center. Proposers are specifically required to develop, as part of their proposal, plans that include estimated costs, if any, for implementing ADA transfer zones. The Proposers plans must address policy implications/changes, capital and operating costs and impacts, along with other information relevant to its Plan.

The Contractor must fully embrace the importance of safety, customer service, service quality, and cost effectiveness.

9.2 SERVICE AREA AND SERVICE HOURS

The Contractor shall develop its paratransit routes in conjunction with the fixed-route schedules and service area established by NCTD. The service area will include all NCTD fixed route origins and destinations within NCTD service area and SPRINTER rail stations. This area shall also include an area with a 3/4 mile radius at the end of each fixed route with a 3/4 mile width on each side. NCTD will provide the Contractor the ability to reference electronically fixed route and other services that are tied to a passenger request for service at both ends of the trip (Origin & Destination) in order to identify whether the requested trip is eligible based on the times and days the associated fixed route operates along with being within the 3/4 mile boundary. The Contractor shall use the service hour(s) of the actual fixed route(s) in question in determining whether a specific trip is eligible to be served.

NCTD reserves the right to require the Contractor to operate modified schedules on holidays as NCTD deems appropriate. Notice of such modified schedules will be provided by NCTD in writing. Service is generally provided on a Sunday schedule for holidays. Many fixed-routes have no Sunday service and reduced or no Saturday service. Requests for service shall be scheduled so that no passenger pick-ups are scheduled before a service start time (based on the associated fixed route together with the passenger’s origin or destination) and such that no passenger drop-offs are scheduled later than the service end time (based on the associated fixed route to either the passenger’s origin or destination). Unexpected service delays may occasionally cause drop-offs to occur after the closing times, and no customer shall be stranded on a return trip.

9.3 PASSENGER ELIGIBILITY

NCTD currently has a contract with a third party certification service, ADARide, to determine eligibility of applicants for ADA Paratransit Services. The Contractor will be responsible to add names/updates of information as provided by ADARide and maintain a current database of clients certified for ADA service within 24 hours of receiving such information. ADARide will provide updated passenger information to the
Contractor as may be necessary for the Contractor to perform its responsibilities to manage and schedule the eligible rider database, including but not limited to trip-by-trip eligibility. The Contractor shall be responsible for verifying the eligibility of all passengers by matching the name of the passenger with the eligible rider database. Any passenger that has been certified as eligible by ADARide will be entitled to use this service. In addition personal care attendants (PCA), companions, and visitors with ADA certification from other jurisdictions are eligible to use the service in accordance with the ADA.

The Contractor shall also work cooperatively with NCTD staff in monitoring passengers that have been certified as trip-by-trip or conditionally eligible, and ensuring that these passengers are only using the service as they have been certified.

NCTD plans to complete a new procurement for ADA certification with the anticipated award being made in December 2016 and assumption of operations prior to July 1, 2017. The new ADA certification program implemented under this procurement will be based on in person functional assessments that will likely be conducted at a facility located at the Escondido Transit Center. The Contractor will provide trips for applicants for all aspects of certification. The Contractor may also be required to provide personnel to assist in these assessments to provide support such as through the deployment of lifts and or other services that support activities required or related to the functional assessment.

9.4 PERSONAL CARE ATTENDANTS

The Contractor shall ask each eligible passenger for each trip if a Personal Care Attendant will be traveling with the eligible passenger. The Personal Care Attendant is not required to travel with the eligible customer and rides fare free. The passenger ID must have PCA shown on the ID card and the operator must verify that the passenger is eligible to travel with a PCA.

9.5 COMPANIONS

The Contractor shall ask each eligible passenger for each trip if a Companion will be traveling with the eligible passenger. The Contractor shall allow the ADA eligible customer, if requested, to travel with a minimum of one companion. The ability of more than one companion to travel with the ADA eligible customer is based on based on the availability of space with the primary consideration being the ability of the Contractor to provide transportation to ADA eligible customers and maximize ridership productivity in terms of passengers carried per hour. Each companion is required to pay the same fare as the ADA eligible customer.

9.6 RESERVATIONS AND SCHEDULING

a) Reservations

The Contractor shall accept telephone reservations from 8 a.m. to 5 p.m. for LIFT service, seven days per week and from 4:30 a.m. to 9 p.m. for FLEX weekdays only. The Contractor shall ensure that sufficient human and capital resources are placed into service in order to comply with NCTD’s requirement that there are no capacity denials of ADA service requests. The Contractor shall schedule and provide paratransit service to any ADA paratransit eligible person up to one (1) hour before or after any requested time (see Section 9.7 for further details) on a particular day in response to a request for service. Passengers are required to reserve trips at least one day before the date of travel. However, a limited number of same-day trips may be accommodated each day to help meet unexpected needs. Such trips are not guaranteed.

The Contractor shall provide a sufficient number of qualified and trained reservationists staff to enter reservations, negotiate trip times, and schedule and confirm rides. The initial trip scheduling will take place in an “online” environment so that the trip can be confirmed at the time the trip request is made. The Contractor shall have at least one reservation agent or supervisor who can speak Spanish fluently during all hours that reservations are being accepted. NCTD is responsible for the management of updates to its
ADA Paratransit Scheduling Map upgrade to be consistent with fixed routes, SPRINTER schedules and streets and roads.

The Contractor is required to accept requests from customers and to reserve trips in accordance with the following guidelines and procedures:

1) **The requested trip must be an eligible trip based on the following:**
   - The customer must be an eligible customer for the service being sought. The customer will be registered within the eligibility database maintained by NCTD.
   - The customer’s trip falls within the customer’s specified level of eligibility. The customer’s eligibility will be specified in the eligibility database, whether the customer is fully or conditionally eligible for service, and any specific conditions governing the customer’s eligibility. The Contractor is required to review the customer’s eligibility before granting any requested trips. Trip by trip eligibility for individuals that are conditionally eligible is not being used, but NCTD does have this as a goal.
   - The trip falls within the service area and hours of service applicable for the type of trip being requested.

2) **If the customer is not eligible for the requested trip,** the Contractor must advise the customer and provide any available information about how the trip can be accomplished using NCTD’s fixed-route buses and/or rail, or other service provider(s) (FACT) if the requested trip falls outside of the service area or hours of service.

3) **If the customer is eligible for the trip being requested,** the Customer Service Agent must book the customer’s trip within the paratransit scheduling software system. Much of the information needed to book the trip should be available within the customer’s profile stored within the paratransit scheduling software system, but the Customer Service Center Agent must verify and/or gather all of the following information in order to book the requested trip:
   - Date of the trip
   - The customer’s desired pick-up time or appointment time
   - Whether the trip is a one-way trip or a round trip. Customers can also book multi-legged trips, e.g. a trip from point A to point B, then a trip from point B to point C, and then a trip to point A, point B or point D. If any leg of the trip is not eligible, based on the customer’s eligibility or on service area or service hour limitations, the Customer Service Center Agent should still offer to book the segments which are eligible.
   - Whether the customer will be traveling with a Personal Care Attendant (PCA) – Customers must identify the need to travel with a PCA, and NCTD must approve the use of a PCA prior to the delivery of service. If the customer’s eligibility determination does not include the right to travel with a PCA, the Contractor will need to either book the customer’s requested PCA as a companion or refer the customer to NCTD’s Eligibility and Certification contractor for assistance.
   - Whether the customer will be traveling with any companions or children. Customers are permitted to travel with one companion (not including a PCA) as well as additional companions on a space-available basis. If the customer wishes to travel with more than one companion, it is recommended that the Contractor book the first companion at the time the customer makes his/her initial request for service and that the Contractor invite the customer to call early on the day of service in order to determine whether space exists for additional companions. Whether or not the customer will be traveling with a mobility device, a service animal, portable oxygen or any other mobility devices or disability-related equipment – The customer’s eligibility profile should include this information. If a customer indicates the need to travel with any of these items and the customer’s profile does not include this information, the Contractor should
reserve the trip based on the customer’s stated needs and then advise NCTD so the customer’s records can be updated and/or so that NCTD can contact the customer to verify his/her need for these accommodations.

- A contact phone number where the customer can be contacted on the day of service and/or in the event that the driver has difficulty locating the customer.

4) **Once the Customer Service Center Agent** has gathered all of the information needed to reserve the trip, the Agent should book the trip using the paratransit scheduling software and then assign the trip based on the characteristics of the trip and based on the recommendations of the paratransit software scheduling system. In accordance with ADA requirements, the Contractor may offer a pick-up time which is up to one hour before or after the desired pick-up time and/or which is scheduled to arrive at the customer’s drop-off address within zero to 20 minutes before a requested appointment time. The customer has the right to accept or decline any offered pick-up time, and if a customer declines an offered pick-up time, the Contractor may offer up to two additional itineraries as long as the itineraries have been presented as viable options by the paratransit scheduling system.

5) **Once the trip is booked, the Customer Service Center Agent** should confirm all trip details, including the following:

- Day and time of the trip
- Starting and ending addresses
- Beginning and ending times of the 30-minute pick-up window for the trip
- The total number and type of passengers being transported, e.g. whether or not there will be a PCA, number of companions and other riders, etc.
- Whether the passenger will be traveling with a mobility device, a service animal or any other medical equipment such as portable oxygen
- The fare for the trip
- Similar information for each scheduled trip

b) **Scheduling**

The Contractor shall provide a sufficient number of qualified and trained staff to review, refine and adjust all run start and end times and trips scheduled to those runs prior to the service day, initiate call-backs of LIFT passengers as needed to adjust scheduled services, monitor and adjust service resources to maximize system efficiency and performance, and analyze service performance.

Schedulers shall be responsible for review, maintenance of subscription trip requests, and the scheduling of subscription trip requests and advance reservation trip requests into efficient vehicle runs that maximize productivity. The assignment of trips that do not fit onto these run schedules (and/or that adversely affect the dedicated fleet productivity) shall be sub-contracted to taxi (and/or other non-dedicated service) subcontractors if the subcontractor costs provide a savings to NCTD when compared with dedicated fleet operations.

The Contractor shall ensure that scheduling staff are continuously trained and proficient in the use of scheduling software system and its capabilities.

Schedulers are to be available between the hours of 8 am and 5pm weekdays, weekends, and holidays.

The Contractor is required to assign each reserved trip, and the Contractor is required to build routes and route segments for assignment to dedicated and non-dedicated vehicles as appropriate. The goal of the scheduling process is to ensure that trips are provided in the most efficient and cost-effective manner.
possible, given the needs of each passenger and the service standards established for trip length and on-time performance.

1) Transmitting Schedules

The Contractor is required to provide all vehicle routes, route segments and trips to service delivery providers in a timely manner to support the successful completion of the trip. Each service provider is required to ensure that trip schedules are transmitted to communicate with the paratransit scheduling software system.

c) Dispatching

Customers will contact the Customer Service Center for any service needs on the day of service, including trip confirmations, same-day trip cancellations and to inquire about late or missing service. It will then be the Contractor’s responsibility to communicate with dispatch personnel regarding the status of any assigned trips and regarding any customer inquiries or concerns about assigned trips. Specific dispatch duties which must be addressed by the Contractor and subcontractors will include, but are not limited to, the following:

- Ensuring that all assigned trips are assigned to specific vehicles, routes, route segments and as an individual trip to be assigned to a non-dedicated vehicle in sufficient time for the service provider to accomplish the trip on-time.
- Ensuring that all routes, route segments and trips are assigned to drivers who are available to work on the day of service.
- Monitoring the status of each route, route segment and trip and making changes to ensure that service operates on-time and in accordance with all program rules.
- Monitor and facilitate operational problems and questions.
- Assist Road Supervisors, drivers and other personnel with the management of accidents, incidents and other unforeseen circumstances.
- Collect trip status information for every pick-up and drop-off, including the name of the passenger, the number and type of other passengers, the amount of fare collected and type of payment made, whether/not the customer traveled with a service animal or mobility device, etc.
- Maintain a detailed written log of all dispatch transactions as well as any other significant events or milestones.

<table>
<thead>
<tr>
<th>NCTD FY 2015 Historical Telephone Data for LIFT Service</th>
<th>Weekdays</th>
<th>Saturdays</th>
<th>Sundays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inbound Calls</td>
<td>293.3</td>
<td>137.0</td>
<td>130.9</td>
</tr>
<tr>
<td>Average Speed of Answer (secs)</td>
<td>65.2 secs</td>
<td>67.4 secs</td>
<td>69.4 secs</td>
</tr>
<tr>
<td>Call Length (Mins)</td>
<td>01:00</td>
<td>01:10</td>
<td>01:12</td>
</tr>
<tr>
<td>Longest Hold Time</td>
<td>04:58</td>
<td>02:35</td>
<td>04:37</td>
</tr>
<tr>
<td>Abandoned Calls</td>
<td>19.1</td>
<td>9.7</td>
<td>8.3</td>
</tr>
<tr>
<td>Trips Scheduled (Daily)</td>
<td>627</td>
<td>189</td>
<td>134</td>
</tr>
<tr>
<td>Trips Cancelled On-Time</td>
<td>117</td>
<td>36</td>
<td>26</td>
</tr>
<tr>
<td>Late Cancellations/No-Shows</td>
<td>12</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>Trips Provided Daily</td>
<td>615</td>
<td>186</td>
<td>132</td>
</tr>
</tbody>
</table>
9.7 ON-TIME PICKUPS

An on-time pickup occurs when a vehicle arrives within the quoted (+0/30 minutes) pickup window. To be on-time, the pickup must occur during the window, not earlier or later. The Contractor will recommend to passengers that they be ready five minutes before the beginning of the pick-up window. Drivers must wait five (5) minutes after arriving at the pick-up location. (If the driver arrives before the beginning of pick-up window, the driver must wait five (5) minutes from the beginning of the pick-up window.

The Contractor is allowed to negotiate pickup with an eligible rider within a one-hour window. The one-hour window shall be implemented as follows.

- Where there is a latest arrival time (for example, a doctor’s appointment), the scheduling window should be used on the early side to ensure that the customer gets to the appointment on time.
- Where there is an earliest departure time on a return trip (for example, a time when the customer gets off work and so cannot leave before then), the scheduling window should be from that time to one hour after.

The Contractor is allowed to use the one-hour scheduling window on both sides of a requested pickup time (+/- one hour) when customers indicate that their travel plans are not constrained by appointments or earliest departure times.

9.8 ABANDONED TRIPS

A trip is considered abandoned if the vehicle does not wait the required time within the pickup window, there is no contact with the rider, and the vehicle departs without the rider, or the vehicle does not arrive at the pickup location and the passenger still wants to make the trip. Similarly, if a vehicle arrives early, before the beginning of the pickup window, the passenger does not board, and the vehicle departs before the scheduled pickup time, that should also be coded as an abandoned trip.

9.9 LATE TRIPS

A trip is considered late if it falls outside of the on time pickup window and the passenger takes the trip. All trips that arrive outside the pickup window are considered late regardless of cause.

9.10 NO-SHOWS LATE CANCELLATIONS

The term “No Show” means a scheduled passenger who (1) does not appear at the designated location for vehicle boarding within five (5) minutes of an on-time vehicle arrival; or (2) calls to cancel the trip less than one hour before the scheduled pick-up time; or (3) notifies the driver upon an on time arrival that he/she no longer wishes to make the trip (cancels-at-door). The Contractor shall identify all No Shows on the daily report and on invoices showing passenger name, location, reason for no show (being either (1), (2) or (3) from above), scheduled pick-up time, departure time, and cancellation time if applicable. No shows, as defined above, shall be tracked and validated with customer by NCTD’s Project Manager according to the daily report provided by the Contractor.

Passengers are permitted to cancel unwanted trips, and passengers are encouraged to cancel unwanted trips as soon as the passenger determines that a particular trip is unwanted. A passenger may cancel his/her unwanted trip any time between the time the trip is booked and one hour prior to the start of the scheduled pick-up window. If a rider cancels a trip less than one hour before the start of the pick-up window, the passenger will be charged with a late cancellation. If the passenger fails to cancel an unwanted trip and the vehicle arrives to transport him/her, the passenger will be charged with a no-show. Repeated late cancellations and no-shows may result in a temporary suspension service, depending on the number of no-shows and late cancellations accumulated by the rider in question.
The Contractor and service providers are expected to assist in the reporting and documentation of no-shows. Contractor will manage the No Shows and Suspensions per the NCTD No Show/Suspension Policy (see Appendix 1, Board Policy No. 21 ADA Riders Guide, pages. 12-13).

If the vehicle arrives during the pick-up window to transport a passenger, and the passenger declines to take the trip, the driver is required to notify his/her dispatcher who will notify the Contractor prior to marking the trip as a no-show and authorizing the driver to continue with his/her schedule. If a driver fails to make contact with a rider, the driver must notify his dispatcher who will attempt to make contact with the rider, using the contact information provided by the rider. If the rider cannot be located, the dispatcher will mark the trip as a no-show and direct the driver to continue with his/her day. If the vehicle arrives before the start of the pick-up window and the rider declines to take the trip, the trip will be marked as a no-show.

If after arriving within the pick-up window and waiting five (5) minutes, the driver cannot locate the customer, the driver, after checking with the dispatcher, will designate the trip as a chargeable no-show and will then (with the dispatcher's permission) proceed to the next scheduled stop on the vehicle run. If the vehicle is late, and there is a customer no-show, the driver will record the trips as a non-chargeable no-show. The Contractor will manage the No Shows and Suspensions per NCTD No Show/Suspension Policy.

9.11 TRANSFER TRIP

Transfer Trip is defined as a Passenger Vehicle Trip that involves a transfer of the passenger to a second paratransit service provider at a destination point. The Contractor shall wait with passenger until transfer is complete. The Contractor shall make every attempt to schedule transfer trips to minimize schedule impacts due to wait time. The Contractor shall also comply with ADA requirements related to ensuring the safety of passengers who are required to transfer. The Contractor shall provide a specific SOP for management of transfers.

9.12 CAPACITY CONSTRAINTS AND TRIP PURPOSE RESTRICTIONS

In accordance with ADA requirements, there are no limitations on trip purposes, and there is no prioritization of trips based on trip purpose.

a) Capacity Constraints:

In accordance with ADA requirements, paratransit service must be available to any eligible rider who requests an ADA eligible trip in any area designated as an ADA service area and at any time during which fixed-route transit is operating within that area. NCTD is prohibited from having a pattern or practice of denying ADA paratransit trips based on insufficient capacity. Thus, the Contractor will be required to ensure adequate capacity to meet all ADA service demands at all times and in all areas where paratransit service is offered.

The Contractor shall not limit the availability of complementary paratransit service to ADA paratransit eligible individuals by any of the following:

1) Restrictions on the number of trips an individual will be provided;

2) Waiting lists for access to the service; or

3) Any operational pattern or practice that significantly limits the availability of service to ADA paratransit eligible persons.

4) Such prohibited patterns or practices include, but are not limited to, the following:
   • Substantial numbers of significantly untimely pickups for initial or return trips;
   • Substantial numbers of trip denials or missed trips;
b) **Trip Purpose Restrictions**

The Contractor shall not impose restrictions or priorities based on trip purpose.

The Contractor, in its plans, must have and maintain flexible capacity in support of LIFT operations. This can be in the form of backup/extra board runs, or can be a backup taxi or van service in case of an unexpected spike in demand.

Notwithstanding any other provision of this Part, the Contractor may request that NCTD establish waiting lists or other capacity constraints and trip purpose restrictions or priorities for participation in the subscription service only.

The Contractor shall evaluate subscription and recurring trip patterns by passengers and make recommendations to NCTD that will optimize vehicle scheduling and to maximize productivity every three (3) months to address changes in ridership and demand.

### 9.13 **DEMAND FLUCTUATION**

The Contractor shall work cooperatively with NCTD to track levels of service productivity. Trends in productivity (passengers per revenue hour) should match or exceed ridership growth patterns. Incentives and disincentives are established to promote achievable performance goals.

### 9.14 **NCTD PROVIDED TRAPEZE MODULES AND OTHER LIFT SYSTEMS**

NCTD owns the following Trapeze modules:

Trapeze Pass Version 13 (and is upgrading to Version 15).

NCTD is also advancing the procurement of the following additional Trapeze modules:

- DriverMate: Mobile Data Terminal MDT
- CERT and SUS: Certification and Suspension Management
- Pass-Web, Pass-IVR, and EZWallet: traveler information/exchange modules
- TripBroker – Mobility integration with Transportation Network Companies (TNCs) and Taxis

### 9.15 **COMMUNICATION SYSTEM (OPTIONAL)**

NCTD is exploring the potential of VOIP and or other communications systems to support LIFT and FLEX services. In the event NCTD determines it will not procure/implement communications systems for these services, the Contractor will be required as an option, executed at NCTD’s sole discretion to equip all vehicles with a radio communication system to allow the operator to communicate directly with dispatcher.

Pricing for optional radio system will be provided separately on the cost forms and, if selected, the option will be exercised by extra work provisions as defined in the RFP.
9.16 CUSTOMER SERVICE AND DISPATCH OPERATIONS

The Contractor will provide a qualified supervisor(s) and qualified personnel available for customer service calls from 8 a.m. through 5 p.m. with all periods of time covered including lunch and breaks (Pacific Standard Time), for all days of service operated under this agreement (seven [7] days per week). Calls accepted during these times include, but are not limited to, lost and found, reports of late and missed trips, trip status and general questions. The Contractor must have a minimum of one dispatcher on duty at the facility and able to answer phones and the radio console whenever a revenue vehicle is in service.

Contractor Responsibilities:

- Operating a Customer Service Center where customers call or go on-line to request trips.
- Using paratransit scheduling software which will be provided by NCTD to schedule all requested trips in a way that promotes safety, productivity, on-time performance and reliability.
- Assigning each trip in the most appropriate way, given the characteristics of the trip, the needs of the passenger, and the resulting impacts on cost and productivity.
- Accepting calls from customers regarding trip cancellations, service confirmations, late or missing vehicles, same day service requests, questions about service policies and procedures, and other service-related matters via telephone and/or on-line.
- On the day of service, monitoring all service, providers, routes and trips and adjusting schedules and trips as necessary to maximize service efficiency and quality.
- Communicating with Dispatch personnel when customers call regarding late or missing vehicles and providing accurate information to customers regarding the status and location of their trips. Reassigning trips when unable to provide an assigned trip for any reason and/or when a service provider has missed or no-showed a customer who may be stranded as a result of the missed trip or no-show.
- Collecting and validating data and reports from all service providers and providing required daily, weekly, monthly, quarterly and annual data and reports in accordance with the requirements set forth in this contract.
- Performing all operations in accordance with state and federal law with attention to standard industry practice.

The table in Section 9.6 represents average weekday, Saturday and Sunday telephone performance in greater detail.

9.17 SUBCONTRACTS WITH TAXI AND/OR OTHER NON-DEDICATED SERVICE PROVIDERS

The Contractor may subcontract with one or more taxi companies and/or other service providers. The Contractor will ultimately be responsible for taking reservations, scheduling, and assigning trips to subcontractors. The cost for sub-contracted trips shall be included in the Contractor’s proposal or subject to NCTD’s approval passed through as a reimbursable cost under the condition that the Contractor can demonstrate that the sub-contracted trip provided cost savings to NCTD.

In addition, the Contractor shall ultimately be responsible for ensuring that it and/or its subcontractors are responsible for the following:

- The administrative and management procedures are adequate to meet the service requirements for driver check-in, fitness for duty inspections, supervision, trip assignment, communications, reporting and quality control.
• The qualifications and experience meet the minimum requirements of the Agreement.
• The staffing and training plan ensures that drivers meet the qualifications and receive the proper training as required by the Agreement.

The Contractor is responsible for ensuring that all trips served by the subcontractor(s) comply with DOT, FTA, CHP, PUC, NCTD, and local regulations, guidelines and service quality standards, and that all related aspects of the subcontractors’ service, including but not limited to driver background checks and training, drug and Alcohol testing, the vehicles used, the maintenance program for those vehicles, and the level to which those vehicles are insured, are consistent with LIFT, DOT, FTA, and ADA requirements. NCTD reserves the right to inspect any subcontracted vehicle for approval prior to service. The Contractor shall fully develop and submit to NCTD a Sub-Contractor Management and Oversight plan not later than sixty (60) calendar days from receiving notice to proceed and thereafter provide updates to NCTD by October 1st on an annual basis for review and incorporation into NCTD’s upcoming fiscal year budget which begins on July 1st. The Sub-Contractor Management and Oversight Plan shall be submitted in an electronic format for review and is only finalized based on NCTD’s approval. The plan will outline how the Contractor will oversee the subcontractor to include, manage and ensure compliance with the contract, Federal and State law and Federal Transit Administration requirements. The plan will include procedure audits and reporting time frames.

9.18 MEAL AND REST BREAKS

The Contractor will adhere to current Collective Bargaining Agreement (CBA) language. The Contractor to review and ensure compliance with Section 11 of California’s Wage Order #9.

9.19 FITNESS FOR DUTY

All drivers directly employed by the Contractor shall meet the 100% daily fitness for duty inspection. All subcontractors shall meet the following:

• 25% of all drivers shall have a random fitness-for-duty inspection each week.
• 100% of all subcontracted drivers shall have at least one fitness-for-duty inspection each month.
10. FLEX SPECIAL TRANSPORTATION SERVICE

10.1 SCOPE OF SERVICES

NCTD established FLEX to provide sustainable transit access to customers in lower density areas or for last mile service where traditional fixed route service is unsustainable.

The Contractor is to provide flexible route/demand response services in service zones as described with the use of the vehicles specified in Appendix 13: “NCTD Fleet Management Plan”. NCTD provides FLEX specialized transportation in service areas as described in Appendix 14: “FLEX Service Zones/Areas”. Revenue miles and revenue hours for FY 17 are estimated at 117,575 and 8,511 respectively.

FLEX routes vary from day to day based on the trip requested by the customer and a flat fare is charged for any trip taken within the zone. Pickup requests must be made by telephone at least 30 minutes before the desired travel time. Transfers to fixed routes are available for customers traveling beyond FLEX zone boundaries.

The current reservation and scheduling for FLEX is as follows:

1) Take advance reservations for trips with designated service zones and/or for trip deviations off fixed-route. Accept advance reservations up to seven (7) days in advance. Accept recurring subscription trip requests.

2) For Route 371 Ramona Commuter, take advance reservations for trip deviations to San Pasqual Academy up to 30 minutes prior to scheduled trip departure time and provide the trip deviation. Otherwise Route 371 operates scheduled service with no reservation required.

3) For Route 372 Ramona Mid-day, take advance reservations for trips between any two locations within the designated service zone up to 30 minutes before the scheduled trip departure time (from Escondido or Ramona) and operate that trip.

4) For Route 373 Southwest Carlsbad, take advance reservations for trips between any two locations within the designated service zones up to 30 minutes before customer’s desired pick up time and operate those trips.

5) For Route 374 Solana Beach and Encinitas, take advance reservations for trips between any two locations within the designated service zones up to 30 minutes before customer’s desired pick up time and operate those trips.

The Contractor shall provide all qualified personnel necessary to operate the FLEX Services on behalf of NCTD, either directly or through subcontracts. The Contractor will be responsible for the management and operations of the FLEX service. The Contractor shall use the Trapeze system and other NCTD provided systems to provide FLEX operations. The Contractor shall identify any needs beyond what is currently provided by NCTD. NCTD at its sole discretion may reject the request, procure the requested item, and or direct the Contractor to procure the requested item.

The Contractor will provide the FLEX services in a cost effective manner per performance measures established by NCTD. NCTD is seeking innovative solutions from Proposers to support the provision of FLEX services which are typically deployed to support first/last mile and low density services. Innovative solutions proposed by the successful proposed and accepted by NCTD will be incorporated into the final Contract.
10.2 FLEX SERVICE OPTIONS

The Contractor shall be capable of providing directly or through subcontracts, the following types of FLEX services.

1) Demand Response – a transit mode comprised of passenger cars, vans, or small buses operating in response to calls from passengers to the Contractor who dispatches a vehicle to pick up the passengers and transport them to their destinations. This service may be for individual and or shared ride service either in or out of a zone.

2) Deviated Fixed Route – transit service that operates along a fixed alignment or path at generally fixed times, but may deviate from the route alignment to collect or drop off passengers who have requested the deviation. NCTD will consider two options for passengers:
   - If they want to be taken off route as part of the service deviation, they must tell the operator when boarding, that they want to be transported to a NCTD designated deviated drop off point for that route,
   - If they want to be picked up at a designated deviated pick up point, they must call the Contractor request a pickup.

3) Other specialized services to include services provided by Uber, Lyft, taxicab and other similar operators

NCTD may implement new and/or convert specified current FLEX services during the term of this agreement. Certain services based on the nature of its operations may utilize alternative pricing approaches and models.

10.3 RESERVATION (CALL) CENTER

The Contractor shall use the NCTD provided phone and recording equipment. All calls in Reservations, Scheduling, Dispatch, and Customer Service shall be on independent lines and not co-mingled with LIFT calls or contractual requirements.

10.4 ON-TIME PICKUPS

An on-time pickup occurs when a vehicle arrives within the quoted (+0/30 minutes) pickup window. To be on-time, the pickup must occurring during the window, not earlier or later, to be considered on time. The Contractor will recommend to passengers that they be ready five minutes before the beginning of the pick-up window. Drivers must wait five (5) minutes after arriving at the pick-up location. (If the driver arrives before the beginning of pick-up window, the driver must wait five (5) minutes from the beginning of the pick-up window

10.5 ABANDONED TRIPS

A trip is considered abandoned if the vehicle does not wait the required time within the pickup window, there is no contact with the rider, and the vehicle departs without the rider, or the vehicle does not arrive at the pickup location and the passenger still wants to make the trip. Similarly, if a vehicle arrives early, before the beginning of the pickup window, the passenger does not board, and the vehicle departs before the scheduled pickup time, that should also be coded as an abandoned trip.
10.6 FARE COLLECTION

1) All BREEZE and FLEX buses are equipped with GFI ODYSSEY validating farebox with Cubic Drivers Control Unit (DCU1 and DCU2).
2) The Contractor will collect fares from customers in accordance with NCTD’s fare policy and procedures. The Contractor will provide NCTD with trip manifests indicating method of payment for each trip.

10.7 FACILITY

The Contractor shall utilize NCTD Facilities located at 303 and 305 Via Del Norte in Oceanside, CA and 755 Norlak located in Escondido, CA to provide required services.

10.8 SUBCONTRACTS WITH TAXI AND/OR OTHER NON-DEDICATED SERVICE PROVIDERS

The Contractor may subcontract with one or more taxi companies and/or other service providers. The Contractor will ultimately be responsible for taking reservations, scheduling, and assigning trips to subcontractors. The cost for sub-contracted trips shall be included in the Contractor’s proposal or subject to NCTD’s approval passed through as a reimbursable cost under the condition that the Contractor can demonstrate that the sub-contracted trip provided cost savings to NCTD.

In addition, the Contractor shall ultimately be responsible for ensuring that it and/or its subcontractors are responsible for the following:

- The administrative and management procedures are adequate to meet the service requirements for driver check-in, fitness for duty inspections, supervision, trip assignment, communications, reporting and quality control.
- The qualifications and experience meet the minimum requirements of the Agreement.
- The staffing and training plan ensures that drivers meet the qualifications and receive the proper training as required by the Agreement.

The Contractor is responsible for ensuring that all trips served by the subcontractor(s) comply with DOT, FTA, CHP, PUC, NCTD, and local regulations, guidelines and service quality standards, and that all related aspects of the subcontractors’ service, including but not limited to driver background checks and training, Drug and Alcohol testing, the vehicles used, the maintenance program for those vehicles, and the level to which those vehicles are insured, are consistent with LIFT, DOT, FTA, and ADA requirements as well any other applicable state or federal regulations. NCTD reserves the right to inspect any subcontracted vehicle for approval prior to service.

10.9 MEAL AND REST BREAKS

The Contractor will adhere to current Collective Bargaining Agreement (CBA) language. The Contractor to review and ensure compliance with Section 11 of California’s Wage Order #9.

10.10 FITNESS FOR DUTY

All drivers directly employed by the Contractor shall meet the 100% daily fitness for duty inspection. All subcontractors shall meet the following:

1) 25% of all drivers shall have a random fitness-for-duty inspection each week.
2) 100% of all subcontracted drivers shall have at least one fitness-for-duty inspection each month.
11. SERVICE MANAGEMENT

The Contractor shall develop a robust Service Management Plan that addresses how it plans to successfully manage operations specified in this Scope of Work to achieve NCTD’s service goals. The Service Management Plan will address human, technological, procedural, training, and other resources to manage service delivery on a modal and multimodal basis with specific goals, well defined metrics, and evaluation processes. The Plan will incorporate NCTD’s requirement that the Contractor provide a Service Management Dispatcher within NCTD’s Consolidated Operational Control Center from 5 am to 7 pm per day, weekdays only. The Plan will also specify roles and responsibilities for Standby Buses, Road call Services, Field Supervision, Division Dispatch, and Service Management Dispatch. The Contractor should consider leveraging Field Supervision and other functions to support the needs of all services required under this RFP. Such efficiencies shall be incorporated into the Service Management Plan.

[Remainder of page intentionally left blank]
12. MAINTENANCE OF FLEET

12.1 GENERAL

a) The Contractor shall, at all times during the Contract Term, comply with the standards set forth in NCTD’s Fleet Management Plan and the Contractor’s approved Fleet Maintenance Plan. The Contractor shall maintain all components of each Revenue Vehicle, Non-revenue Vehicle, and Support Vehicle, including body, engines, transmissions, tires, frame, furnishings, mechanical, electrical, pneumatic, hydraulic, or other operating systems, in proper working condition in a manner compliant with OEM, NCTD, and regulatory requirements. The Contractor shall be responsible for the repair of all vehicles that are damaged. The repair must be made in compliance with NCTD, OEM and Regulatory Requirements and or Standards.

b) In carrying out all scheduled and unscheduled vehicle maintenance and repairs, the Contractor shall maintain sufficient number of parts and supplies from the OEM or parts and supplies that are better or equal in quality and service. NCTD reserves the right to reject the use of any after-market product and supplies where the Contractor has not proven to NCTD those items are equal or better in quality or service to the OEM product. In no case shall the Contractor purchase or use parts that will void vehicle, system, or component warranties. Rolling stock, spares, and capital assets shall not be stripped of parts to use on other equipment.

c) The Contractor within its Fleet Maintenance Plan will include a section addresses Shop Health and Safety that ensures, promotes and maintains a healthy shop environment that clearly indicates a heightened focus on organization efficiency and a positive “Safety Culture”. At a minimum the Contractor’s Fleet Maintenance Plan will require “Safety and Information Boards” that highlight; safety topics, PPE requirements, service bulletins, new procedures, training updates, goals, performance, trends and incident reports.

d) The Contractor’s Fleet Maintenance Plan will ensure a high level of organization through the efficient use of assigned storage locations, the development and enforcement of procedures outlining the required condition of the facility, and post shift cleaning and housekeeping requirements throughout the shop. The Plan will outline that it is the Contractors responsibility to keep the shop and work area in a well-organized, safe and clean condition.

e) The Contractor’s Fleet Maintenance Plan shall address OSHA, EPA, CARB, State, Federal, and Local requirements for hazmat storage and removal, storm water runoff.

12.2 INCLUSION IN RATES

The Contractor shall operate and maintain the different types of Revenue Vehicles, Support Vehicles, and support equipment provided by NCTD by the service date or purchased by NCTD during the term of the Contract. The Contractor acknowledges that the full cost, including parts and labor, of such operation and maintenance of revenue, support, and non-revenue vehicles is fully included in its Base Service cost. The Contractor shall fully participate in preparing new vehicles for revenue service to include removing systems such as ZONAR, FLEETWATCH, GREENROADS, signage, schedule holders, from retired vehicles and will install those items into the newly acquired vehicles. The movement of the bus radio system will be NCTD’s responsibility.

12.3 NCTD INSPECTIONS

NCTD reserves the right in its sole discretion to review maintenance records, and to inspect and remove temporarily or permanently, by notice to the Contractor, any vehicle which NCTD deems unacceptable due to uncleanness, appearance, mechanical failure, or safety concerns. In the event a vehicle is removed by NCTD as a result of deficient vehicle condition or appearance, the Contractor shall take immediate action to address that condition or appearance. NCTD inspections will be recorded in IndustrySafe and any deficiencies identified will be repaired by the Contractor within five days. If the Contractor requires more
time for repair, a request for a time extension along with a documented justification will be submitted to NCTD via IndustrySafe along with a specific time duration requested to correct the deficiency.

12.4 CONTRACTOR FLEET MAINTENANCE PLAN

The Contractor shall fully develop and submit to NCTD the final draft of the initial Contractor Fleet Maintenance Plan not later than 60 calendar days from receiving notice to proceed and thereafter provide updates to NCTD by October 1st on an annual basis for review and incorporation into NCTD’s upcoming fiscal year budget which begins on July 1st. The Contractor Fleet Maintenance Plan shall be submitted in an electronic format for review and is only finalized based on NCTD’s approval.

Following are key requirements for the Fleet Maintenance Plan.

- Must be consistent and compliant with the requirements of NCTD’s Fleet Management Plan, OEM, and regulatory requirements.
- Will address the unique needs of each type of revenue, support and or non-revenue vehicle that is designed to assure the serviceability of each vehicle for its projected remaining useful life.
- Shall provide a five-year forecast of all required capital purchases including support equipment, vehicle subsystems, component rebuilds, onboard systems, parts, materials and identify all items that may not meet Buy America requirements.
- Shall identify and define goals and objectives and provide tangible evidence of how they are achieved.
- Will address and be specific to the current mix of rolling stock assigned to the Contractor.
- Will specifically address how it complies with applicable requirements including APTA Standards. In the event, any activity and or procedure is not compliant with an APTA Standard, the Contractor in its Plan shall provide justification for such deviation.
- Shall provide specific procedures for maintaining safety and accessibility equipment including but not limited to all on-board systems.
- Shall provide the Shop Health and Safety procedures and or plans.
- Shall provide procedures and check lists for preventative maintenance, running repair, tune-up, major repair, and painting of vehicles, components and systems. Procedures and intervals will at a minimum meet OEM and NCTD requirements.
- Shall provide procedures that shall address OSHA, EPA, CARB, and other regulatory requirements for hazmat storage and removal.
- Shall address metal corrosion and provide specific requirements for inspection and repair.
- Shall include steps that will be taken to address graffiti on the interior and exterior of revenue vehicles emphasizing the Contractor’s efforts in keeping graffiti on the busses to a minimum.
- Shall provide specific procedures to support inventory management to include the availability of parts to support the on-time completion of all maintenance activities.
- Shall provide specific procedures related to fluid analysis.
- Shall include procedures and activities to ensure that OEM requirements are adhered to for vehicles and parts.
12.5 VEHICLE CONDITION AND MAINTENANCE

a) General. The Contractor shall perform all routine preventive maintenance, heavy repair, running repairs, and major and minor cleaning necessary to keep NCTD furnished vehicles in a safe, clean, reliable and well maintained condition, and the Contractor shall ensure that all on-board systems are fully functional. In addition, but not limited to, the Contractor shall ensure the following.

1) All vehicles shall have fully operational HVAC systems, wheelchair ramps and lifts, securement belts, flip seats, radios, DVRs, VMS components, APC’s, fareboxes and destination signs, and any other on-board systems required for service.

2) All vehicles shall have up to date Californian Highway Patrol (CHP) inspection documentation, and other inspection documents, including but not limited to, emissions, fire suppression systems, gas detection systems, and fire extinguishers. The Contractor shall be responsible for all associated costs of the aforementioned testing and certification requirements.

3) All vehicles shall be maintained and or repaired to be free of body and decal damage, have no missing or unpainted panels, any defects, flats, curbing, or missing lugs, and with wheels and tires at proper inflation.

4) All vehicles shall have all safety items fully functional (e.g. lights, brakes, horn, tires, wheelchair tie downs, seat belts, fire suppression systems, etc.).

5) The Contractor shall ensure that all Revenue Vehicles, Non-revenue Vehicles, and Support Vehicles are maintained in accordance with this Section and NCTD’s Appendix 25: “NCTD Vehicle Cleanliness and Appearance Policy”. All vehicles must be kept clean including the following actions: (1) the exterior (including front and rear) must be washed daily; (2) interiors must be swept or vacuumed daily; (3) all dirt, debris, graffiti, and trash must be removed daily; (4) any worn, broken, cut, torn or vandalized components that are visible, or accessible by the public, must be repaired or replaced immediately to eliminate hazards, minimize discomfort, and/or maintain appearance; (5) and all vehicles must be waxed at least once every six (6) months. The regular cleaning procedure must include, but need not be limited to, all areas of the vehicle including bumpers, wheels, aluminum wheels, windows, panels, and seats. Cleaning procedures and schedules are minimums as vehicle must be clean and presentable at all times. Seat inserts will be removed and steam cleaned at least semi-annually and at any time stains or odors are apparent. Vehicles will be detail cleaned on at least a semi-yearly basis and will included all interior and exterior surfaces.

b) Tires. The Contractor, within its Base Contract cost, shall maintain the vehicles, including tires, in the same operating condition and appearance in which the vehicles are received, subject to reasonable wear and tear based on mileage and age. Replacement tires are to be OEM quality or a grade better and shall be provided by the Contractor. Retreads are permitted under the following requirements:

1) All rubber materials must be from a domestic source and manufactured in the United States;

2) Tested by non-destructive testing equipment and computer controlled machinery including, but not limited to, laser shearography;

3) New casings shall be retread no more than two times; and

4) Retread tires are only to be used on the center and rear axles of passenger carrying vehicles.

c) Inspection Requirements

1) Daily Pre-Trip/Post-Trip Inspection. Each Revenue Vehicle, non-Revenue and Support Vehicle must receive a daily pre-trip/post-trip inspection using ZONAR for the Fixed Route Revenue Fleet and Regulatory compliant forms for non-Revenue, Support and ADA paratransit Revenue Fleet vehicles. Inspections will be completed by the operator prior to being placed in service and at end of his/her service. Daily pre-trip/post-trip inspections must be supplemented by regular time and mileage maintenance inspections to ensure safe and proper operating
condition of vehicles. ZONAR hardware is provided by NCTD to support the performance of inspections. NCTD shall be responsible for all subscription costs. The Contractor shall be responsible for maintenance, monitoring and use of system.

2) **California Highway Patrol Inspections.** The Contractor shall maintain a satisfactory California Highway Patrol (CHP) terminal inspection throughout the term of this Agreement. If the Contractor receives an unsatisfactory rating from CHP, the Contractor shall notify NCTD immediately by telephone and in writing and shall identify steps which will be taken to correct the identified deficiencies. The Contractor shall supply NCTD with all paperwork and records pertaining to such inspections to include official inspection reports, work orders documenting repairs of any listed deficiencies, compliance report, and any related reports or correspondences.

3) **Weekly Inspection.** Each Revenue Vehicle shall receive a regular weekly, see Appendix 13: “NCTD Fleet Management Plan” (Pit) inspection to ensure its proper operating condition. In addition to the items of the pre-trip and post-trip inspections, the weekly inspection shall include a complete visual and operational inspection of the steering, suspension and brake components and proper functional operation of control systems, the power train, ADA equipment, and safety devices.

4) **Defects.** Any defects noted by the vehicle operator or inspector during any inspection shall be noted on a Defect Report. Appropriate action shall be taken by the Contractor to correct defective items noted in a defect report prior to the operation of the Revenue Vehicle. Revenue Vehicles shall not be operated with defects or other required repairs that make them unsafe to operate. A record shall be kept and the original inspection sheet shall be completed for all defects noted during other than PMI inspections that are not immediately repaired. Such defects will be repaired on the next scheduled PMI. The Contractor shall comply with all regulatory requirements for inspections such as yearly opacity tests for diesel engines and vehicle smog checks. Such inspections shall be completed by October 1st of each year so that NCTD has time to assemble and make required reports to authorities.

d) **Preventive Maintenance**

1) Preventive maintenance should, to the maximum extent feasible, be conducted during off peak periods, and should be conducted in an expedient manner to minimize the amount of time vehicles are out of revenue service. Any material changes to the approved maintenance program shall require the prior written approval of NCTD. All weekly, monthly, and yearly preventive maintenance shall be accomplished as scheduled per NCTD, OEM, and regulatory requirements.

2) Preventive Maintenance Inspections (PMI) shall occur at the OEM recommended intervals and shall include a review of accessibility equipment to ensure proper operation of annunciators, ramps/lifts, securements and seat/lap belts and head signs prior to a vehicle being returned to service. Such inspections shall be documented and tracked by the Contractor and randomly audited by NCTD. PMI shall not occur beyond + 10% from the OEM required interval. PMI will be based on the life miles of the vehicle as recorded by FLEETWATCH. Maintenance activity shall be based on time intervals, mileage intervals, or a combination of mileage and time intervals. The Contractor shall track and record these inspections.

3) Engine oil filter and fuel filters must be changed at every PMI interval as recommended by the OEM or as indicated by sampling.

4) Air dryer must be inspected at each PMI service.

5) The air filter must be checked every PMI service.

6) Wheelchair lift or ramp inspections must be performed every Pit and PMI inspection. Inspections will include complete cycling of the lift/ramp to ensure proper operation. Wheelchair lifts or ramps must be cycled daily prior to entering revenue service. OEM maintenance standards must be used.
7) HVAC system inspection and maintenance shall be performed in accordance with OEM requirements or more frequently to achieve NCTD’s expectations that this equipment is functional at all times during revenue operation. If the heating or air conditioning on a Revenue Vehicle fails to function properly while in service, the Contractor shall replace such Revenue Vehicle within ninety (90) minutes after the failure was reported. The Contractor shall perform yearly preventative maintenance actions on HVAC systems to ensure systems are 100% operational throughout the year. Preventative maintenance will include all components, lubricants, mechanical and electrical connections, and ducting. Preventative maintenance will also include cleanings, as well as repairs, checks and adjustments. The Contractor shall develop and submit for NCTD approval, HVAC maintenance plans and check sheets as part of the Contractor Fleet Maintenance Plan in section 12.4.

8) Engine tune-ups must be performed as per the engine manufacturer’s specifications. The tune-ups must be performed at OEM required intervals or earlier as usage and performance dictates. All valve settings an engine codes will be addressed and recorded in the work order for NCTD’s review.

9) Front wheel bearing re-pack inspections must be performed at 36,000 miles or as recommended by OEM.

10) The Contractor shall establish a quality assurance program to ensure that the vehicles are maintained properly and are functioning properly before a vehicle is put into service.

e) Running repairs: The Contractor is responsible for all running repairs, if running repairs are identified by NCTD or the Contractor, the Contractor shall complete the repairs within seven (7) calendar days from the time the defect was identified. Under no circumstance shall a running repair go beyond the next scheduled preventive maintenance inspection and may not be related to safety, functionality or drivability.

f) Major repair: The Contractor is responsible for all major repairs within its Base Cost with the exception of costs associated with engine and transmission rebuilds (See Section 12.8). Major repair shall be scheduled for repair in accordance with section 12.7.4 Repair Standards. The following are considered major repairs.

1) Engine rebuilds
2) Transmission rebuilds
3) Differential/rear axle rebuilding
4) Significant body damage and repairs
5) Other repairs deemed major repairs by NCTD by providing such designation to the Contractor in writing.

g) Fluid Analysis. As part of its maintenance program, the Contractor shall implement a NCTD approved fluid analysis program. At appropriate intervals, the Contractor shall retrieve samples of the required fluids and have the samples analyzed at a facility approved by NCTD. The fluids covered by this program and the applicable requirements are as follows:

- Engine oil shall be analyzed at each preventive maintenance inspection, as directed by NCTD, and each unscheduled oil change.
- Transmission fluid shall be analyzed each time it is drained and replaced, in accordance with the applicable schedule, and at a minimum shall be analyzed annually.
- Coolant and differential fluid shall be analyzed at least annually.
- Records of all fluid analysis shall be accurately recorded and maintained and all deficient items noted on the analysis shall be immediately addressed and corrected and logged on a work order.
- Fluid samples shall be sent for analysis no later than five (5) days after sample is taken.
12.6 ROAD CALL RESPONSE TIMES AND ACTIONS:

1) **Required Response.** In the event of a trouble call, the Contractor shall promptly dispatch a substitute Revenue Vehicle, Mechanic and call a tow truck (if appropriate). The maximum response time (i.e., the time between the notice of a trouble call less than 20 miles from either the East and or West facilities until the arrival of a substitute vehicle) shall be thirty (30) minutes. For trouble calls more than 20 miles from either operating facility, the maximum response time will be no more than (60) minutes. At no time will the vehicle be left unattended.

2) **Vehicle Removal.** The Contractor shall remove any vehicle disabled by accident, mechanical problems, or any other reason, from the scene within two (2) hours after the first report. At no time will the vehicle be left unattended. If the vehicle has been damaged by collision or fire and must be towed, the Contractor shall comply with all applicable state and local regulations and restrictions in towing or otherwise removing vehicles.

12.7 VEHICLE WARRANTY REPAIRS, OEM BULLETINS AND OTHER REPAIR WORK

The Contractor shall be responsible for the exercise and enforcement of all warranties relating to all Revenue Vehicles and all systems, components, and subcomponents thereof, and shall also be responsible for taking all available and reasonable actions to ensure that all warranty covered repairs or service bulletin repairs are performed in a timely fashion. All repair work shall be performed in a manner that will preserve all applicable warranties. Failure to exercise warranties or perform service bulletin repairs or updates will not relieve The Contractor of current or future responsibilities for repair.

12.7.1 Notice of Defects

If the Contractor identifies a defect or malfunction within the applicable warranty period, the Contractor shall promptly notify NCTD of the actions it is taking to enforce the warranty. Following commencement of the warranty repair process, the Contractor shall promptly notify NCTD of any disagreements or disputes with the equipment manufacturer or supplier regarding warranty coverage. Such notice shall include a description of the disagreement or dispute and a suggested plan for resolution. The Contractor shall also record all warranty repairs in JDE or other NCTD-approved software. The Contractor will be responsible for an initial inspection of all newly acquired Revenue and Non-Revenue vehicles.

12.7.2 Training

The Contractor shall ensure that all appropriate maintenance personnel receive training from qualified individual(s) on OEM warranty procedures for all Revenue, Non-Revenue, and Support Vehicles and all systems, components, and subcomponents thereof.

12.7.3 NCTD Role

NCTD agrees that it will take whatever actions may be appropriate to assist the Contractor in ensuring timely warranty repairs and resolving any warranty disputes. NCTD may directly contact the equipment manufacturer or supplier to pursue the prompt resolution of warranty issues. Such actions by NCTD do not relieve the Contractor of its obligations as described in this Section.

12.7.4 Repair Standards

All repair work (warranty and non-warranty) shall be performed by maintenance personnel who have demonstrated experience and documented training in the work to be performed. Maintenance personnel shall have the necessary equipment and tools to perform any authorized work. All repairs must be in accordance with the following:

1) Upon removal of a vehicle from service for repairs, a schedule shall be established within twenty-four (24) hours setting forth a timetable for repairs and an estimated date for returning the vehicle to service.
2) Inspection and/or repair work shall be commenced promptly in accordance with the established schedule.

3) The Contractor shall complete inspections and make repairs in the most expeditious manner. NCTD’s expectation is that no vehicle will be out of service for more than thirty (30) calendar days without written authorization from NCTD. The Contractor may request an extension of the thirty (30) calendar days and NCTD, at its discretion, may accept or reject the request. Such request by the Contractor shall be accompanied by a detailed description of the vehicle defect, planned resolution, a schedule identifying when any needed parts were ordered and the promised date of delivery of those parts, along with the scheduled date of repair completion. The extension will not be granted due to labor shortages or other circumstances within the control of the Contractor but will be granted only in the event of unforeseen circumstances or when the Contractor has shown due diligence in pursuing the repair and circumstances are beyond the control of the Contractor.

4) The Contractor shall provide a daily schedule of all vehicles. Schedule will document all scheduled work and work that is in-progress or waiting for labor and or parts. The daily schedule will document the estimated date each vehicle will be returned to service. This schedule shall clearly identify the vehicle as being “In-service” or “Out-of-Service”; date defects were identified; date vehicle was placed “Out-of-service; date vehicle will be repaired and returned to service; a description of the defect(s), and total days vehicle has been out-of-service.

5) To the maximum extent feasible, the Contractor shall not remove vehicles from Revenue Service during peak periods except to conduct emergency repairs.

12.8 ENGINE AND TRANSMISSION REBUILDS

a) NCTD Responsibility. NCTD shall be responsible for the capital cost, based on cost information obtained as part of this procurement, for the rebuild of fixed route revenue gasoline and CNG engines that have exceeded 250,000 miles and meet rebuild guidelines. NCTD shall be responsible for the capital cost of rebuilding of fixed route revenue diesel engines with mileage in excess of 400,000 miles. Fixed route revenue, transmissions shall be removed and rebuilt at 400,000 miles for BREEZE revenue vehicles. NCTD shall be responsible for the capital cost of engines and transmissions in the LIFT/FLEX revenue vehicles that exceed 200,000 miles and meet rebuild requirement guidelines. NCTD shall be responsible for the capital cost of engines and transmissions in the non-revenue vehicles that exceed 200,000 miles and meet rebuild requirement guidelines. NCTD’s obligation for the capital rebuild of engines and transmissions under this paragraph is limited to the cost of parts and materials only, as all labor costs are already included within the Base Contract. NCTD requires all components to be rebuilt to OEM standards.

b) Contractor Responsibility. The Contractor shall be responsible for the cost (other than work covered by warranty), and proper performance of any major engine and transmission rebuilds on revenue vehicles that are required sooner than the mileage standards for replacement set forth in paragraph (1). Rebuilds of engines and transmissions shall be made such that the rebuilt component will achieve the required 200,000; 250,000; or 400,000 mile requirement. The Contractor shall provide NCTD with the engine or transmission serial number that was rebuilt, removed, or installed in a vehicle along with the date and mileage of rebuild, removal, and installation of the engine or transmission. Only NCTD’s cores will be rebuilt for Breeze fixed route vehicles which have a GVWR of 25,000 lbs. or above. Requests for reimbursement shall be accompanied by records showing that all preventive and corrective maintenance, and fluid analysis were performed on the engine or transmission at required intervals and that defects were corrected and a complete list of parts used for rebuild. Rebuild labor hours, parts/materials consumed and cost will be recorded per NCTD and regulatory requirements. NCTD will not compensate the Contractor for rebuilds of engines or transmissions that were not properly maintained or for excessive damage caused by neglected, deferred maintenance, or damage caused by minimal repairs made to nurse and engine or transmission past the required mileage.

c) Proposers shall provide pricing information, less labor costs. As part of this procurement for all vehicle engine/transmission rebuilds on 25,000 lbs. and higher GVWR vehicles; and
rebuild/replacement of engines and transmissions on 24,999 and less GVWR revenue vehicles. NCTD’s obligation for the rebuild of engines and transmissions under this paragraph is limited to the cost of parts and materials only, as labor costs are already included within the Base Contract. NCTD requires all components to be rebuilt to OEM standards. The Contractor shall be responsible for performing the engine and transmission work described in this paragraph; provided that NCTD reserves the right to have such work performed by a separate contractor.

d) Costs associated with ancillary parts, e.g. sensors, fuel control valves, exhaust traps, catalytic converters, etc., and shall be included in the Base Contract.

12.9 PAINTING AND SIGNAGE

12.9.1 Rolling Stock Painting

The Contractor shall conduct restorative painting on rolling stock with damaged and/or cracked paint for all damaged or deteriorated areas. All restorative painting shall utilize NCTD-approved brand colors (NCTD revenue vehicle colors are: DuPont 863831 EF White; DuPont 863835 EF Teal; and DuPont 863833 Blue) and logos as specified in Appendix 15: “NCTD Brand Guidelines” and comply with California environmental regulations. Failure to do so may result in applicable Liquidated Damages (see Section 5.5 of RFP). NCTD has a paint booth on site. The Contractor shall be responsible for maintaining the booth, PM, filters and repairs, securing insurance, operating and environmental permits and tracking paint usage. NCTD may, at its sole discretion, choose to use the paint booth and its facilities for the purpose of repairing and/or repainting non-NCTD rolling stock. This work may be contracted out to a third party. If this work is planned, it shall not interfere with, or adversely affect, the Contractors performance in meeting the requirements of this Scope of Work. The Contractors would most likely be doing work of a non-recurring nature, such as a coach refurbishment program.

12.9.2 Decals and Signage

The Contractor shall supply, maintain and apply or remove, as required, all decals and signage specified by NCTD, CHP, PUC, ADA, and APTA, and any other applicable standards and/or regulations, including those which may be added/removed or required after the Service Date. See Appendix 16: “NCTD Decals for BREEZE, LIFT, and FLEX” for complete list of current BREEZE, LIFT and FLEX decals. The Contractor shall also be responsible for the cost of replacing license plates and decals on Revenue, Non-Revenue and Support Vehicles when necessary due to damage or wear and tear (i.e., because of chemicals used for cleaning).

If new regulations require additional decals or replacement of current decals, the Contractor shall supply and install new decals. If NCTD requests new non-regulatory decals to be installed (ads, service advisories, etc.), NCTD shall supply the decals and the Contractor shall install decals.

12.9.3 Corrosion

The BREEZE, LIFT and FLEX operate in an environment that is highly susceptible to metal corrosion. The Contractor is responsible for maintaining the equipment and preventing and repairing corrosion damage. Incidents of corrosion will be addressed at each scheduled preventive maintenance inspection.

12.10 SUPPORT VEHICLE MAINTENANCE

12.10.1 Maintenance Standards

a) The Contractor is responsible for maintaining NCTD Support Vehicles deployed to perform the Agreement Services. The Contractor, when conducting maintenance of equipment activities shall follow OEM standards, as well as NCTD’s Workmanship and Materials standards. The Contractor shall maintain the Support Vehicles of NCTD and not degrade the value of these assets to reduce the Contractor costs or for any other purpose. The Contractor shall be responsible for maintaining all Support Vehicles in proper working condition, and free of damage or malfunction.
b) Any Contractor supplied Support Vehicles shall, at a minimum, be maintained using the same preventive maintenance, graphic, and cleanliness standards as the NCTD-provided vehicles in accordance with OEM regulatory and NCTD requirements.

12.10.2 Safety

The Contractor will maintain all Support Vehicles in accordance with all local, State, and Federal requirements for safety.

12.10.3 Appearance

Support Vehicles used in the provision of the Agreement Services shall be washed, and cleaned inside and outside as needed but at least once per week. Each vehicle shall be waxed at least twice per year and detailed at least twice per year.

12.10.4 Regular Inspections and Preventive Maintenance

a) Each Support Vehicle shall receive a daily pre-trip inspection by the Contractor prior to being placed in service and at each change in operators. Daily pre-trip inspections shall be supplemented by regular time and mileage maintenance inspections to ensure safe and proper operating condition of vehicles. A record of all such inspections shall be maintained by the Contractor per NCTD and regulatory requirements.

b) The Contractor shall perform routine Preventive Maintenance Inspections and Servicing at intervals of 5000 miles or the recommended OEM standards and specifications, whichever is lower. All Preventive Maintenance Inspections shall be performed “On Schedule”, defined as within +/- 10% of the schedule mileage mark each month.

c) The Contractor shall have proof of insurance and the current vehicle registration in the vehicle at all times. The Contractor shall provide a monthly report of beginning and ending mileage/hours for each support vehicle if no electronic system is provided by NCTD or the Contractor to support this reporting. Beginning mileage/hours will be taken at 00:00:00 of the first day of the month and the ending mileage/hours will be taken at 23:59:59 of the last day of the month if there is no electronic system provided by NCTD or the Contractor.

12.10.5 Replacement of Support Vehicles

NCTD intends (but is not obligated to) to replace Support Vehicles during the Contract Term at the following intervals:

<table>
<thead>
<tr>
<th>Type</th>
<th>Interval</th>
</tr>
</thead>
<tbody>
<tr>
<td>Light Duty Vehicles with GVWR 10,000 lbs or less</td>
<td>150,000 miles (or 10 years)</td>
</tr>
<tr>
<td>Heavy Duty Vehicles with GVWR more than 10,000 pounds</td>
<td>250,000 miles (or 15 years)</td>
</tr>
</tbody>
</table>
12.11 ADVERTISING

NCTD Rights and Responsibilities. NCTD shall be responsible for marketing, public relations, and advertising services, and its decisions on all such matters shall be final. NCTD shall be responsible for the printing of Rider Alerts and similar informational materials and announcements and for providing such materials to the Contractor. NCTD shall also establish the terms and conditions of any interior or exterior advertising, including the selection of advertising contractors. Proceeds of any advertisement shall be the sole property of NCTD.

Obligations of Contractor:

1) Cooperation. The Contractor shall cooperate with NCTD’s advertising contractor in the implementation of NCTD’s marketing and advertising activities. The Contractor shall be responsible for installing, distributing, and removing in a timely fashion all Rider Alerts, Transit Guides, and other NCTD informational materials and announcements. The Contractor shall designate a staff person to be assigned the responsibility for the management of informational materials and such staff person shall serve as a liaison with NCTD on such matters.

2) Bus Exterior and Interior ads. The Contractor shall work cooperatively with NCTD’s Marketing Department staff and its Advertising Contractor staff relative to scheduling the installation and removal of exterior and interior bus advertisements (as per NCTD policy ADM-1009 Bus and Rail Advertising Wraps Appendix 30). The Contractor shall report immediately to NCTD any quality concerns relative to the advertisements, in particular the bus wraps. Such concerns include, but are not limited to, lifting of wraps/advertisements, paint damage or safety violations. Any negligence on the part of the installer during the time of installation will not be the responsibility of the Contractor. Should the Contractor ever install any interior or exterior signage, the Contractor shall be responsible for any damage to any NCTD owned equipment or vehicles resulting directly from the installation or removal of any interior and exterior advertising and signage.

12.12 MAINTENANCE OF ON-BOARD TECHNOLOGY SYSTEMS

a) The Contractor will be responsible for the complete maintenance, repair, and sub-system replacement of all on-board systems listed below, to include labor and parts. An NCTD approved maintenance plan shall be developed to ensure state of good repair for all systems. All maintenance and inspection activities shall be documented similar to other work performed on revenue vehicles in JDE or another NCTD approved software. The systems listed in section 12.12.b must be operational upon the vehicle leaving the yard and the vehicle must be removed from service as soon as possible if an in-service failure occurs. All systems will be maintained per OEM requirements for preventative maintenance and repair.

b) BREEZE Systems:

1) Automatic Passenger Counters: NCTD currently uses Dilax APC systems. These systems consist of a GPS antenna, a processor, and sensors above each door. Approximately, 95 buses are currently equipped with APC. NCTD currently has a service and parts agreement with Dilax. Proposers shall only be responsible for the troubleshooting of the system, and if necessary, the removal and installation of spare parts. NCTD will provide the proposer with spare parts obtained directly from Dilax at no cost to the proposer.

2) On-board camera Systems: Mobile View 2, Mobile View 3, Mobile View Penta, and Mobile View 7000 recording systems. These systems operate with six to nine cameras per vehicle. Some vehicles are equipped with audio.

3) Fare box: All buses are equipped with GFI Odyssey Validating Farebox and Cubic Drive Control Units (DCU 1 and DCU 2).
4) **Headsigns (destination signs):** NCTD currently has a mix of signs to include TwinVision Smart Signs, Luminator and one (1) Hanover demonstration sign.

5) **Zonar:** Electronic Verified Inspection Reporting system. This system electronically captures and stores driver daily pre-trip and post-trip inspections for NCTD’s BREEZE revenue fleet. System is GPS enabled and uses ZOANR’s 2010 inspection tool.

6) **Radio system: Xerox ORBCAD/AVL:** The Contractor will be responsible for reporting radio issues through a predetermined process and will be responsible for signal, battery, and ground power to the radio. The Contractor will be responsible for maintenance of antenna mountings and weather sealing.

c) **LIFT/FLEX Systems:**

1) **Trapeze MDT:** The Contractor will be responsible for reporting MDT issues through a predetermined process and will be responsible for signal, battery, and ground power to the MDT. The Contractor will be responsible for replacement of the MDT tablet if the Contractor staff damages and/or destroys MDT tablet. NCTD will provide the proposer with spare MDT tablets obtained directly at no cost to the proposer.

2) **Fare box:** All FLEX vehicles are equipped with GFI Odyssey Validating Farebox and Cubic Drive Control Units (DCU 1 and DCU 2).

d) The Contractor shall safeguard all recorded content on-board the BREEZE, LIFT, and FLEX technology systems. Such content is the sole property of NCTD, and the Contractor shall upon request release the contents to NCTD in accordance with the chain of custody procedure.

[Remainder of page intentionally left blank]
13. CONTRACT CLOSE OUT AUDIT

13.1 CONTRACT CLOSE-OUT AUDIT

a) Upon termination of this Agreement (for whatever reason) and transition to a new contractor, the incumbent contractor selected as part of this RFP process shall in collaboration and under the direction of NCTD conduct a Close-Out audit to determine if all Revenue Vehicles, support vehicles and equipment and all other items the Contractor is responsible for maintaining have been properly serviced and maintained, and are in good repair, in accordance with this Agreement, and to support the return and transition of equipment, vehicles and other items to NCTD in sound condition, normal wear and tear excluded.

b) The audit will be completed at least ninety (90) days prior to the termination date of the Contract that results from this RFP. NCTD, the incumbent contractor, and the new contractor (if any) taking over operations and maintenance responsibility for NCTD, shall participate in the turnover inspection and audit process set forth in this subsection led by an independent auditor/consultant provided by NCTD.

c) If the audit finds any Revenue Vehicles, support vehicles and equipment or any other items the Contractor is responsible for maintaining have not been properly serviced and maintained, or are not in a state of good repair in accordance with this Agreement, the Contractor selected as part of this RFP process shall be responsible to bring those items into compliance with this agreement. If the Contractor is unable to bring those items into compliance with this agreement, the Contractor shall be held financially responsible for the cost of repair or, if repair is impossible, replacement, of all items not in compliance with this agreement. The extent of repair or replacement shall be agreed upon by NCTD, outgoing contractor, and incoming contractor.

[Remainder of page intentionally left blank]
14. MAINTENANCE OF FACILITIES AND EQUIPMENT

14.1 GENERAL

The Scope of Work includes the following:

- Maintenance of operational equipment, janitorial services, and structural maintenance at the following locations:
  - BREEZE Operations Facility – West Division
  - BREEZE Operations Facility – East Division
  - District Bus Stop Locations – Bus Stop Shelters and Bus Stop Signs and Poles

The types and locations of facilities and the level of service required are specified in Appendix 3: Facilities Descriptions (graphic outlines are general representation and for information purposes only), including the level of service requested of the Contractor. The specified asset list can be found in Appendix 17: “Facility Asset Lists with Furniture List”. NCTD equipment maintenance standards can be found in Appendix 18: “NCTD Facility Management Maintenance Plan”. NCTD cleaning and janitorial schedules and standards can be found in Appendix 19: “NCTD Cleaning Standards and Sample Schedules”. Appendix 29: “NCTD List of Bus Stop Locations” is a listing of bus stop locations and shelters that are Contractor’s responsibility to maintain and/or repair.

This section details the NCTD desired outcomes as they relate to Maintenance, Repair and Replacement work activities performed by the Contractor. Appendix 20: “Facility General Inspection Checklists” provides reference checklists for periodic inspection(s) relating to NCTD facilities which are a guideline, but may not be inclusive of all inspections required to perform the Scope of Work described therein. Not later than 45 days after notice to proceed, the Contractor is required to submit a comprehensive list of periodic inspection checklists for review and approval.

All repairs and replacements beyond the base Scope of Work to the Equipment and Facility components shall be managed and procured per NCTD’s Procurement and Contract Administration Manual. The Contractor within its base cost shall support the procurement of services for the repair and/or replacement to include the review of the Scope of Work and independent cost estimates.

14.2 MAINTENANCE MANAGEMENT

Requirements of Contractor Facilities Maintenance Plan (CFMP). The Contractor shall fully develop and submit to NCTD the final draft of the initial CFMP not later than 60 calendar days from receiving notice to proceed and thereafter provide updates to NCTD by October 1st on an annual basis for review and incorporation into NCTD’s upcoming fiscal year budget which begins on July 1st. The CFMP shall be submitted in an electronic review and is only finalized based on NCTD’s approval.

Following are key requirements for the CFMP.

1) Must be consistent and compliant with the requirements of Appendix 18: NCTD Facility Maintenance Management Plan, OEM, and regulatory directives.

2) Must be based on the execution of the maintenance management objectives incorporating the Preventive Maintenance Services described in Sect 14.3.

3) Must include the contractor’s cleaning schedules and inspection program.

4) Must be consistent and compliant with the requirements of Appendix 18: NCTD Facility Maintenance Management Plan, OEM, and regulatory directives.

5) Must be based on the execution of the maintenance management objectives incorporating the
Preventive Maintenance Services described in Section 14.3 and its subsections.

6) Shall address the Contractor’s cleaning schedules and inspection program.

7) Must address the programmed maintenance, inspections, and corrective work of Bus Stops, Bus Stops Furnishings and the procedure to resolve Bus Stops Work Orders.

8) Address the unique needs of each type of system and equipment designed to assure the serviceability of each item through their projected remaining useful life.

9) Shall include a five-year forecast of all required capital projects for replacement of assets that have reached or are to reach their useful life.

10) Will specifically address how it complies with applicable requirements including APTA Standards and FTA regulations on State of Good Repair and Transit Asset Management guidance. In the event, any activity and or procedure is not compliant with an aforementioned items, the Contractor in its Plan shall provide justification for such deviation.

11) Shall include specific procedures for maintaining safety equipment and systems.

12) Shall include the Shop Health and Safety procedures and or plans.

13) Shall include procedures that address OSHA, EPA, and other regulatory requirements for hazmat storage and removal.

14) Shall address corrosion control and mitigation and provide specific requirements for inspection and repair of metal surfaces.

15) Shall include steps that will be taken to address graffiti prevention and graffiti removal.

16) Shall describe the Maintenance Management System used by the contractor and the work order process as defined in Sect 14.6 and how it integrates into the Preventive Maintenance Services.

17) Will be specific in addressing the tasks described in Section 14.7 and its subsections, Sections 14.8, 14.9, and 14.10 respectively.

18) Shall include identification of Mission Critical equipment or elements within the scope of work.

19) Shall include identification and maintenance requirement for ADA accessibility and equipment with the scope of work.

**Maintenance Management.** The Contractor shall provide professional Facilities Maintenance Management to ensure compliance with the following general maintenance objectives:

- Develop and execute a system of regularly scheduled maintenance actions to prevent premature failure of the equipment.
- Operate the Facility utilities in the most economical manner.
- Maintain NCTD owned furniture, fixtures, and equipment (FF&E) used by the Contractor(s) at the facilities, including, but not limited to: lifts, cranes, vehicle maintenance equipment, bus washes, bus vacuum systems, fueling systems, storage tanks (underground and aboveground), vehicle charging systems, office furniture, and bus stop furnishings.
- Maintain a proper level of materials and spare parts to support timely repairs.
- Accurately track the costs of all maintenance.
- Schedule all planned work in advance, and allocate and anticipate staff requirements to meet planned and unplanned events.
- Monitor the progress of all maintenance work.
- Monitor equipment with life-cycle cost analysis.
- All equipment maintenance shall be in accordance with manufacturer’s recommendations.
- Maintain complete historical data concerning facilities, equipment, and components in particular.
Identify and propose improvement projects to reduce and minimize total operating and maintenance costs.

Provide for easy and complete reporting and identification of necessary repair and maintenance work.

Monitor equipment status and provide proactive planning information for budgeting and procurement of equipment that needs replacement.

**Facility Maintenance Manual and Cleaning Schedules.** The Contractor shall review the existing data, the details provided in this section of the Scope of Work for this RFP, industry standards, and provide a proposed program as part of the CFMP that will include but is not limited to, a list of the initial inventory of the equipment, tools, and other property to be used in the execution of this Contract.

**Inspections.** The Contractor shall institute a schedule for formal written inspections and informal visual inspections required by the Scope of Work at regular intervals to ensure that the maintenance work and janitorial services are effective in supporting its operations at the East and West Facilities. At all times NCTD will determine when conditions are acceptable for operations. The Contractor shall provide regular written reports to NCTD on such inspections in accordance with its CFMP.

**Records.** A written record of all maintenance and repairs to the Facilities and Equipment shall be kept by the Contractor in a format approved by NCTD. The Contractor shall immediately notify NCTD in writing of any necessary repairs to the Facilities, or associated equipment or systems that it intends to undertake, and of any potential environmental or structural concerns with the Facilities, or associated equipment or systems.

**Duty to Maintain.**

- **In General.** Upon the Commencement Date, the Contractor shall be responsible for all maintenance (including all Equipment and materials therein), structural services, and janitorial services. The Contractor shall maintain their areas as required by the Scope of Work in a safe, clean and orderly condition at all times during the term of this Contract, and shall conduct all maintenance, repair, and cleaning of the equipment, structural maintenance, and janitorial services (including graffiti removal) at its sole expense and in compliance with the terms of the CFMP, and all applicable safety standards and requirements. The CFMP shall include a Preventive Maintenance Program which shall clearly identify the daily, weekly, monthly and yearly preventive maintenance tasks, inspections, and schedules.

- **Furniture, Fixtures, and Equipment (FF&E).** The Contractor shall repair, maintain in good condition, and replace (as necessary) the FF&E used in the Facility. The Contractor shall maintain all FF&E in accordance with the CFMP and the manufacturer's preventive maintenance program. All replacements made by the Contractor shall be of like size, kind, and quality to the items replaced, as such items existed when originally installed, and shall be subject to NCTD's approval. Replacement FF&E and materials shall be from the OEM or be better or equal in quality and service. NCTD reserves the right to reject the use of any after-market product that NCTD finds is not equal or better in quality or service to the OEM product.

- **Bus Stop Furnishings.** The Contractor shall repair, maintain in good condition, and replace (as necessary) the furnishings used at specified Bus Stop locations, including the replacement of furnishings due to accidental damage or vandalism. All replacements made by the Contractor shall be to NCTD standards for bus stop furnishings and of like size, kind, and quality to the items replaced, as such items existed when originally installed, and shall be subject to NCTD's approval, the furnishings at NCTD bus stops (other than Transit Centers and Stations) could include shelter, benches, trash receptacles, poles, solar equipment, and the Bus Stop sign and post with appropriate route sticker(s). The current contractor that performs this work utilizes approximately one FTE on an annual basis from the Facilities Engineer Level 1 employee classification. The Contractor will include as part of its preventive Maintenance Program, a periodic inspection checklist and preventive maintenance of bus stops and bus stop furnishings. The preventive maintenance program shall include, repair of solar light posts, sticker removal, paint touch ups,
RFP 25944
COMBINED FIXED ROUTE BUS, ADA PARATRANSIT SERVICE OPERATIONS, AND SPECIALIZED TRANSPORTATION SERVICES OPERATIONS AND MAINTENANCE

- Graffiti mitigation, prevention, and removal, and the removal of debris to ensure the safe use and boarding by customers

- **Adding or Removal of Bus Stop Signs and Poles.** NCTD Planning Division, Operations, and the Contractors designee shall meet to discuss the addition of new stops or the removal of existing stops to include any Equipment. The Contractor will be responsible for contacting Underground Service Alert (USA) for the purposes of installing in the ground bus stop signs, NCTD will have final approvals. The current contractor that performs this work utilizes approximately one FTE on an annual basis from the Facilities Engineer Level 1 employee classification.

- **Ongoing Preventative Maintenance Inspections.** The Contractor shall be responsible for completing a detailed, biannual (twice per year) inventory and proactive maintenance inspection of all the stops within the service area by route and direction. The Contractor will provide a detailed written report of any items that needed repair or need repair within their responsibility of the contract terms. Report shall also include a list of item/s or defects outside of their maintenance responsibility. The current contractor that performs this work utilizes approximately two FTE on an annual basis from the Facilities Engineer Level 2 employee classification.

- The CFMP shall include details regarding the preventative maintenance inspections and maintenance program for shelters.

### 14.3 PREVENTIVE MAINTENANCE SERVICES

The Contractor shall perform Preventative Maintenance (PM) at the facility location(s) to keep the systems and equipment therein in proper operating order. All PM’s shall be scheduled per the CFMP and manufacturer’s recommended intervals, and populated in the NCTD Asset PM Schedule.

The Contractor shall:

- Coordinate with NCTD to schedule PM services such that there is minimal interference and or impact with NCTD revenue operations.

- Perform minor repairs and adjustments in accordance with the equipment’s operational manual.

- The Contractor shall perform minor repairs and adjustments which are excluded from PM in accordance with the equipment’s operational manual. These minor repairs and adjustments include repairs that:
  - Must be scheduled for a future date due to parts availability; or
  - Require a shut-down of systems other than the system being serviced.

- Document those needed repairs and adjustments that are not completed as part of the PM services.

- Perform PM services in accordance with CFMP.

- Complete PM services prior to the target completion date scheduled in the CFMP.

- NCTD shall provide the Contractor thirty (30) calendar days’ notice for any significant change, as determined by NCTD, to an existing Job Plan or PM frequency.

- The Contractor service technician[s] shall have the work order in their possession when performing all PM work.

- No PM shall be deferred. All PM’s must be completed when scheduled and/or equipment failure occurs.
14.3.1 Preventive Maintenance Programs

The Contractor shall:

- Develop and implement Preventative Maintenance Programs (PM Programs) in accordance with the equipment’s operational manual for review by NCTD within thirty (30) days of Notice to Proceed, including the following:
  - “Tighten Lube and Clean” (TLC) programs for operations personnel
  - Corrosion control programs
  - Intrusive and non-intrusive maintenance regimes appropriate to equipment criticality, condition and age
  - Lubrication programs
  - Structural inspection program
- Evaluate the current PM program and, with NCTD approval, transition to a more effective, robust PM program.
- Document all work instructions by way of Job Plans and PM routines in the MMS system.
- Employ condition-based monitoring and other predictive maintenance technologies including:
  - Lube oil analysis
  - Motor Current Analysis
  - Parts or component quality testing
  - Power quality testing
  - Fuel quality testing
  - Ultrasonic testing
  - Infrared thermography, and
  - Vibration analysis
- Use analysis of results and trends to identify specific interventions, or to adjust PM schedules or intervals.
- Document all procedures and catalog equipment and PM routines into the MMS system.
- Scheduled and Periodic Bus Stop maintenance will be part of the Preventive Maintenance Program. It will include procedures to manage the operator’s bus stop reports and resolution to bus stop work orders

14.3.2 Corrective Work

Corrective work are deficiencies found during inspections and/or PMs. Corrective work shall be documented in the NCTD approved Maintenance Information System. Documentation shall include all actions necessary to mitigate the deficiency. The Contractor shall:

- Issue a Work Order for all corrective work.
  - All corrective work requiring parts, labor in excess of 15 minutes or involving asset reliability (critical assets) will be performed utilizing a work order.
  - All corrective work orders shall include failure reporting information (Problem, Cause, Part, and Remedy).
Follow the RPM (Repair, Preventive, Modify) method for all corrective work that is identified during PM activities (which requires flagging and documenting on a separate corrective work order so appropriate analysis can be performed).

Document all corrective work itemized by individual tasks. All tasks shall be entered into the MMS to include the following information:
- Labor, material and status information for each work order assigned; and
- All time related to the task should be included (travel, site prep/cleanup, etc.)

14.3.3 Reactive Maintenance

Reactive maintenance is by definition unplanned work performed to correct a deficiency or that is conducted in response to a user request or an unusual condition requiring a response (emergency). This includes first responder functions, prioritization, fault diagnosis, troubleshooting, temporary or permanent repairs and/or restoration of services. Reactive maintenance shall be effective in restoring or sustaining systems and meeting operational requirements while minimizing system downtime/disruption to users.

The Contractor shall provide personnel with appropriate training, tools and equipment ready to physically respond to incidents as follows:
- Emergency: Immediate risk to life, property, product, operations or environment;
- Urgent: If not addressed may result in an emergency;
- Routine: No loss of operations but may result in inconvenience to occupants; and
- Low: No loss of operations or convenience to occupants.

When the Contractor is called to perform reactive maintenance work, billing shall be on a time and materials basis, in accordance with rates as illustrated in Exhibit B.

14.3.4 Maintenance Requests

The Contractor shall:

- Prioritize requests in accordance with all NCTD criteria and associated response times:
  - P1 - Emergency – immediate response, four hour completion;
  - P2 - Urgent – two-hour response, eight hour completion;
  - P3 - Routine – 24 hour response, 72 hour completion; and
  - P4 - Low – two to 30 day response and completion.
- Maintain asset uptime and maintenance productivity (e.g., maintenance personnel are not idle waiting for assets to be taken out of service, operations assets are not idled waiting for maintenance activities).
- Schedule reactive maintenance in a manner to minimize asset downtime, even if the asset being serviced is currently off-line or in “standby” mode.
- Execute lockout/tag out procedures where applicable.
- Where appropriate, use a forced outage schedule to maximize work done during unplanned outages (minimize need for scheduled turnarounds).
- When and/or if new additional Maintenance Requests are submitted by NCTD, the Contractor shall be provided the relevant, additional information by NCTD, which will include scope, plans, specifications, or estimates of quantities of work to be performed or materials to be furnished by either NCTD or the Contractor, and a list of deliverables required.
• Maintenance Requests shall become Work Orders when the Contractor defines the scope, assigns labor, and material to the specific task.

14.4 FACILITY SUPPORT EQUIPMENT

A list of equipment is provided for the Contractor’s use in the delivery of services for this Contract as part of Appendix 21: “NCTD Support Equipment Asset List”. Any additional equipment required to perform Contract services will be purchased, owned, maintained, tested, certified, and replaced as needed by the Contractor at the Contractor’s expense. The Contractor will be responsible for the maintenance and upkeep of all support equipment in accordance with manufacturer’s recommended maintenance or OEM.

NCTD and its other contractor(s) will continue to use a portion of the non-revenue/support fleet for NCTD oversight and administration as identified in Appendix 5: “NCTD Non-Revenue Vehicle and Revenue Vehicle Inventory”. The Contractor will also be responsible for the maintenance and upkeep of this equipment in accordance with manufacturer’s recommended maintenance or OEM.

To support the continued operations all equipment maintenance and repair should be performed to limit any down time an effect to the overall operations. If it is determined that the down time has resulted in an impact to the operations the Contractor will be responsible for providing temporary replacement equipment at their cost. This obligation shall apply to any and all equipment as outlined in Section 14.8 and Appendix 21, Support Equipment Asset List.

14.5 INSPECTION/TEST EQUIPMENT

All equipment shall be of commercial grade, of an appropriate type and rating, in excellent condition, functioning properly and clean. The Contractor shall provide inspection/test equipment at no additional cost to NCTD. All inspection and test equipment must be calibrated per OEM and regulatory requirements.

14.6 WORK ORDERS

Work Orders shall meet the following criteria:

• Defined Scope
• Material
• Labor
• Itemized Costs
• Follow-on recommendations

Work Orders are considered part of the Contractor Scope of Work.

14.7 FACILITY SUPPORT SERVICES

14.7.1 Janitorial Services

The Contractor shall perform services related to interior and exterior daily and routine building cleaning, including window washing, carpet cleaning, and inspection work. Services shall incorporate environmentally sustainable practices (i.e., green cleaning) whenever it is possible. The Contractor shall prepare a Cleaning Plan with schedules for review and approval by NCTD thirty (30) days after Notice to Proceed. Cleaning
standards and sample schedules are provided in Appendix 19: “NCTD Cleaning Standards and Sample Schedules”.

The Contractor shall provide general housekeeping (cleaning, washing, trash removal and segregation, and stocking of consumables) for all NCTD Facilities covered under this contract.
The Contractor shall:

- Supply all equipment and consumables/materials necessary to deliver all janitorial services.
- Ensure that cleaning products used are approved by NCTD prior to use, environmentally safe and in compliance with manufacturers’ specifications for use with their products.
- Receive and respond to requests for emergency janitorial services within timeframes established in SLA. Emergency janitorial work may include but not limited to removal of blood pathogens, human and animal waste, and other bodily fluids in horizontal and vertical structures.
- Provide scheduled and ad hoc deep cleans to site specification and to meet all required compliance, quality, EH&S and audit regulations.
- Conduct monthly quality audits to ensure a high level of cleanliness throughout.
- Provide any equipment needed by The Contractor, not already provided by NCTD.
- Provide and utilize correct safety procedures and equipment and ensure that The Contractor employees are proficient in safe working procedures and proper use of equipment.
- Ensure that when chemicals are used, appropriate MSDS / COSHH sheets are secured and approved by NCTD prior to service.
- Provide window-washing services for building perimeter windows (inside and outside surfaces) at the agreed frequency.
- Manage the storage, handling and disposal of regulated hazardous waste and non-regulated waste. Regulated waste includes chemical and material wastes which are classified as hazardous or regulated or exhibit the characteristics of waste under local, regional, state, country and international regulations. Non-regulated waste include cardboard, paper, glass, metal, plastics, wood, landscaping waste, food waste and designated equipment. The Contractor is responsible for storage, handling and disposal of all waste generated by The Contractor, including storage facilities maintained by the Contractor, such as, but not limited to AST’s and UST’s.
- Perform necessary janitorial services and cleaning to maintain a safe and properly presentable facility to the satisfaction of NCTD to include but not limited to, mop buckets, floor scrubbing, and yard or tarmac cleaning services.

The Contractor shall perform services relating to building trash removal and recycling. Services include, but are not limited to, all trash disposals including:

- Daily trash receptacle inspection and trash removal, if necessary at all transit stations;
- Weekly trash receptacle removal at all NCTD maintenance facilities;
- All services supporting and maintaining the recycling program, including labor, services, and supplies
- Bailing
- Hauling saleable wastepaper and other products
- Separating
- Develop, implement and maintain site programs, procedures, and processes to manage site waste in conformance with NCTD standards and programs and compliance with applicable waste regulations.
- Obtain, maintain and manage all required site waste generation registrations, permits, and reporting in conformance with applicable regulatory requirements.
- Manage all site aspects of site waste management including identification, collection, handling, segregation, storage, classification, packaging and labeling, inspections, disposal and recordkeeping.
• Ensure site employees are trained and aware of correct waste management procedures and requirements.
• Demonstrate good total waste management practices through the selection of waste disposal and recovery methods, contractors and facilities which treat NCTD waste in an environmentally responsible way within NCTD cost constraints.
• Recycling and disposal are to be made in the most environmental and cost-effective manner following Local, County, State, and Federal laws and regulations.
• Ensure legal compliance of all site waste operations.
• Manage the maintenance and servicing of site waste collection, storage, and transport containers and associated equipment such as compactors, scales and material handling equipment.
• Establish and execute a sampling and monitoring strategy to ensure wastes meet descriptions for both onsite and offsite disposals/recovery.
• Ensure the security of NCTD intellectual property during the handling and disposal of waste.
• Establish and implement a robust inspection system for ensuring conformance with NCTD standards, programs and site procedures.
• Provide two-hour response to calls received or others requesting waste removal services.
• Provide consistent quality collection, handling, storage and overall management of waste recycling streams as agreed for each location including cardboard, paper, aluminum and other metals, plastics, pallets, toner cartridges, electronics, solvents, oils and glass, containers and drums.

14.7.2 Facility Maintenance

The Contractor shall:

• Maintain interior glass doors, windows and moveable partitions
• Maintain indoor signage and stencil work
• Touch up painting and wall maintenance
• Maintain hard and suspended ceiling systems
• Maintain door hardware (e.g. locks, hinges, latches, closers)
• Inspect, repair and maintain all flooring, including but not limited to door mats, safety flooring, carpeting, tile, concrete floors, raised metal floors and all related components, floor caution tape, slip resistant tapes, and other markings;
• Remedy all trip hazards, unsanitary conditions or odors in trafficked areas.
• Inspect, repair, and maintain all walls, doors, windows, ceiling tiles; remedy all hazards, holes, breaks, and major cracks in trafficked areas.
• Provide maintenance services as needed to maintain safe, clean and functional workplaces, including but not limited to minor patching, providing signs and safety markings and repairs.
• Repair or replace window coverings as appropriate to service levels.
• Install and repair signage and stencil work as appropriate to service levels.
• Perform maintenance on moveable partitions including but not limited to fabric repair, panel insert replacement, panel tightening/straightening, and minor reconfiguration (addition, reconfiguration, or removal of section(s) within a facility).
• Replace broken or cracked glass; remove scratches or gouges from visible areas.
• Maintain and repair furnishings and fixtures, including, but not limited to conference room tables and chairs, built in cabinetry, display cases, mail sorters, fixed shelving, artwork hangers/mounts, lockers, benches, fire extinguisher cabinets and all other furnishings and fixtures.

• Repair gaps and cracks in all building exterior walls, apertures and roofing to prevent water seepage into buildings or foundations and to prevent the entry of pests.

• Secure or remove any building structural element that presents a safety hazard.

• Inspect structural elements for rust, rot or other deterioration, particularly in staircases, roofs and load bearing elements.

• Inspect and maintain all below ground structures to assure no water seepage or leakage occur, and inspect and maintain all storm water drainage.

• Proactively plan for inclement weather conditions for all facilities and buildings.

• Remove or paint over graffiti; replace glass or graffiti film, damaged by graffiti.

• Maintain and repair concrete precast, cement plastering pointing, and joint caulking; conduct regular inspections and perform preventive treatment, repair any damage, and provide preventive/concrete protection.

• Repair or replace expansion joints and caulking and prevent rodent and insect invasion.

• Perform lightbulb replacement of: landscape lighting, flagpole lighting, station platform lighting, parking lot lighting, security gate lighting for transit centers and/or stations, and indoor lights such as wall mounted, hanging, and desktop lights.

• Recycle old lamps in accordance with recycling programs and site disposal guidelines.

• Repair or replace damaged or stained components as appropriate to service levels.

• Adjust and reset lighting controls (including timers) as required.

• Maintain parking lots, driveways, drive lanes, sidewalks, steps, railings, fences, gates, gate operators, exterior lighting, and security devices.

Assets and areas included in the services are further described within and may also include items such as:

• Mechanical trash compactors

• Mechanical doors and lift mechanisms

• Paint Booths

• Office kitchenette major appliances (microwave, coffee machines, etc.)

14.8 VEHICLE MAINTENANCE EQUIPMENT

The Contractor shall:

• Be responsible for maintenance on equipment, attachments, peripherals, and/or tools by the requirements, design, intent, and specifications set forth on the manufacturers operating manuals and the parameters established by NCTD operations. It is the responsibility of the Contractor to acquire the equipment operating manuals, NCTD may provide access to existing documents, processes and specifications to the Contractor. The Contractor shall obtain prior approval from NCTD before any changes to maintenance or equipment alterations are made.

• Perform preventive maintenance on optimal schedule frequency using appropriate checklists and audits based on the manufacturer equipment and operating manual, and industry standards. Program execution shall be carried out through consistent monitoring of program requirements.
All service and maintenance shall not impact operations to minimize loss of service or inconvenience to users. Notify users in advance of any repair-related interruptions, provide suitable replacements, and post warning signs on equipment.

Test equipment, locate, diagnose, adjust and repair faults as stipulated in this Scope of Work. Perform appropriate tests to ensure proper operations before returning equipment to service.

Service, clean, and replace components such as filters, belts, bearings and provide required lubrication.

Be responsible for giving, receiving and documenting training for certification/licensure (if applicable).

Calibrate gauges and regulators.

Maintain all records of use, inspection, maintenance, and fuel consumption.

Ensure all equipment is maintained in a safe and operable condition and, where necessary, inspected in accordance with manufacturers’ recommendations and AHJ requirements. Any damage to equipment or other property caused by the Contractor’s employees’ negligence will be repaired at the Contractor’s cost.

Mobile Equipment:

- Forklifts
- Mobile elevated work platforms (MEWP)/Skyjacks
- Mobile lifts
- Pallet trucks
- Personnel/Equipment transport and other utility vehicles
- Post-hoists
- Special cleaning equipment and machinery (i.e. motorized cleaners, etc.)

Support Equipment:

- Cranes
- Overhead/Hoist Lifts
- Brake lathes
- Grinders
- Hydraulic press
- Miscellaneous machinery/tools such as bead blasters, drill press and welders
- Oil-Water Separators
- Clarifiers
- NCTD owned Parts cleaner
14.9 BULK AND SPECIALTY GAS SYSTEMS

The Contractor shall:

- Provide general systems support in compliance with NCTD Procedures and Policy as well as all regulatory agencies.
- Operate, maintain, and configure bulk and specialty gas delivery systems to NCTD specifications and accepted maintenance schedules.
- Support bulk and specialty gas excursion prevention and mitigation.
- Provide technician and management support for troubleshooting and resolution of bulk and specialty gas purity issues, bulk and specialty delivery issues, or equipment malfunction.
- Participate and support bulk and specialty gas minimization and cost reduction efforts.
- Maintain safe, reliable, and economical operation and maintenance of the bulk and specialty gas (i.e. bulk nitrogen and oxygen) receiving process and bulk/specialty gas distribution systems.
- Ensure zero interruptions, disruptions or losses arising from unscheduled downtime of NCTD-owned bulk and specialty gas distribution equipment or supply network.

14.10 BULK AND SPECIALTY FUELING STORAGE AND DISPENSING SYSTEMS

The Contractor should follow the guidance of the Petroleum Equipment Institute when establishing a maintenance program for the bulk and specialty fuel storage and dispensing systems. At a minimum, Contractor shall:

- Provide technician and management support for troubleshooting and resolution of bulk and specialty fuel purity issues, bulk and specialty delivery issues, or equipment malfunction.
- Participate and support bulk and specialty fueling minimization and cost reduction efforts.
- Maintain safe, reliable, and economical operation and maintenance of the bulk and specialty fueling receiving process and bulk/specialty fueling distribution systems.
- Ensure zero interruptions, disruptions or losses arising from unscheduled downtime of NCTD-owned bulk and specialty fueling storage and distribution systems.
- Check fuel pumps calibration of dispensing meter and adjust accordingly; check for leaks on gaskets and joints; check the condition and operation of fuel hoses and nozzles and repair/replace as necessary; check and clean/replace fuel filters; check operation of register, pumping unit and electric motor and report any significant deterioration.
- Check the fuel tank for water and sludge build up; check the operation of valves; pressure test product lines; check operation and accuracy of tank gauging systems.
- Check compliance with current Environment Agency guidelines; advise of any deterioration of bund walls or other necessary components of the installation; recommend any appropriate new products that may provide additional protection against fuel loss.

14.11 ACCESS TO AND USE OF MAINTENANCE FACILITIES

a) As of the commencement of service and throughout the Contractor’s tenure, NCTD will grant the Contractor the right to enter and utilize the East and West facilities. NCTD shall have access and control of access to the maintenance facilities at all times. State and federal inspectors and law enforcement officers are permitted to enter the facilities without prior notice to NCTD.
b) The Contractor shall be responsible for NCTD pass codes, key(s), remotes, and/or identification/building access cards loaned to the Contractor for entry and exit to NCTD’s premises while performing services under the contract. The Contractor shall return all keys and/or access cards upon contract termination or when requested by NCTD. Identification access cards shall not be used by any persons other than the person to whom the card was issued. All lost, stolen or broken keys and access cards shall immediately be reported to the Facilities Manager and NCTD Chief of Transit Enforcement. The Contractor shall be charged for key and access card replacement(s) if keys / access cards are lost during the term of the contract or not returned within twenty-four (24) hours of contract termination, at a rate of $10.00 per key, $25.00 per access card, and $75.00 per remote. For security purposes, NCTD reserves the right to re-key any locks as required due to the Contractor’s loss of control over keys issued to the Contractor at a rate of $100.00 per lock.

c) The Contractor shall promptly notify NCTD of any facility issue at any maintenance site that are malfunctioning, broken or otherwise in need of repair or replacement. Additionally, the Contractor shall notify NCTD of any issues that could pose a hazard to the public or employees.

14.12 SERVICE LEVEL AGREEMENTS AND KEY PERFORMANCE INDICATORS

The Contractor performance for Facility and Equipment Maintenance shall be measured using a 2-tier approach:

Critical Performance Indicators (CPIs)

- Critical to NCTD’s performance.
- CPIs include but are not limited to: Emergency & Urgent Work Order Resolution, Management Reporting, NCTD’s Performance Review of the Contractor, Safety, and Unplanned Outages & Business Interruptions.

Key Performance Indicators (KPIs)

- Measurements are meaningful to NCTD.
- The Contractor may be required, at NCTD’s sole discretion, to develop an improvement plan when a KPI is missed.
- Facility and Equipment KPIs include, but are not limited to: On-time Completion of Preventive Maintenance and Quality, EHS Audits.

14.13 CONTRACTOR LICENSING REQUIREMENTS

NCTD procurement rules, in compliance with California regulations require The Contractor providing Facility and Equipment Management Services to hold an active contractors Classification B General Building. The Contractor’s active license as a General Contractor allows them to be the contracted primary party responsible for the delivery of all services under this procurement and final Contract. The Contractor shall possess the California Contractor’s License Classification “B”, or the State-required equivalent if the classification is changed during the term of the Agreement.

NCTD will utilize the CSLB website to validate the active status of the Contractor’s license. Subject to the foregoing, it is the responsibility of the Contractor to ensure that their license is current and in good-standing with CSLB at the time of contract execution and valid in the category of Classification B “General Building”.

License verification will be done through the online resources provided at https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx

As a state-licensed contractor, every license requires a qualifying individual, or “qualifier,” who is the person listed in CSLB’s personnel of record, has demonstrated his or her knowledge and experience through the application process, and holds one (1) or more license classification(s). (A license qualifier may be a Sole
Owner, Qualifying Partner, Responsible Managing Employee (RME), Responsible Managing Officer (RMO), Responsible Managing Manager, or Responsible Managing Member.) A qualifying individual from the corporation/entity is required to take an exam, or may be exempt if that individual has passed the exam within the timeframe stipulated.

A copy of the application form is available at the following link

http://www.cslb.ca.gov/Resources/FormsAndApplications/OriginalLicenseAppSample.pdf

14.14 PARKING

On-site parking is currently available for employees of NCTD and the Contractor. The Contractor will have access to all parking at the facilities with the exception of parking spots reserved for NCTD. Proposers should be aware that there is insufficient on-site parking to accommodate all of the needs of the employees. Accordingly, some employees park on the street.

[Remainder of page intentionally left blank]
15. MATERIAL MANAGEMENT

a) The Contractor is responsible for the procurement of all materials, parts and services, unless otherwise provided by NCTD as part of this procurement process. The Contractor shall develop and maintain an Inventory Plan approved by NCTD to ensure a sufficient inventory for the successful operation and maintenance of NCTD assets as specified in this procurement process. The Contractor shall acquire, store, secure, issue, account for, control and dispose of NCTD-provided materials and other assets in accordance with applicable regulatory and NCTD policies. The Contractor shall adhere to all applicable regulatory (including, FTA Third Party Contracting rules) and NCTD policies and procedures when procuring materials and parts for services performed under this Contract. A list of Capital Spare parts is provided in Appendix 22: “Capital Spare Parts”.

b) The Contractor shall ensure that material and parts are entered into NCTD’s JD Edwards asset/inventory system or other NCTD-approved inventory management software. When materials and parts are entered into the system and inventory, they become NCTD property. All supplies and materials for preventative maintenance inspections (PM) will be on hand to ensure that no scheduled inspection is delayed due to the lack of parts or materials. All common parts for scheduled and reactive repairs (consumed more than one or more item per six months) will be stocked to prevent any delays of repairs or service delays. Any item that requires more than one (1) week of lead time shall be kept on the shelf in sufficient quantity. The Contractor shall maintain an inventory of repair-and-return, unit exchange, and other spares required to support the requirements of the Contract. When requested by NCTD, the Contractor shall keep separate inventory records in the Material Management system for those items that have been purchased using capital funds, “Capital Inventory”. NCTD has the final authority on supplier selection for any material, part or service. Before any substitution of a NCTD-approved supplier can occur, it shall be approved in writing by NCTD. NCTD reserves the right to transfer management or procurement responsibility for some or all of the Contractor-managed materials, parts and services to NCTD. NCTD will have the final approval over the method, software, part numbers, forms, etc. used in maintaining inventory.

c) OEM equipment is required on all replacement parts. Unless a replacement part or component has been certified in compliance with NCTD’s ISMSP. The cost of implementing a non-OEM specified part or component is the Contractor’s sole responsibility.

15.1 MATERIAL STORAGE

a) All material shall be stored in an orderly manner, tagged or identified, such that it can be easily found, inventoried and placed and is not damaged, warped, twisted or otherwise distorted during storage. NCTD may reject as non-compliant any inventory not stored in conformance with manufacturer requirements and the requirements set forth in this RFP. Loss of value due to improper handling or storage of support property or support material shall be the responsibility of the Contractor.

15.2 INVENTORY

a) The Contractor shall be responsible for providing, and maintaining an adequate inventory of spare parts to assure proper and timely maintenance and operation of all Revenue Vehicles, support vehicles, and support equipment as part of the Base Services.

b) The Contractor will provide a consistent and accurate inventory report of the annual inventory to NCTD for review and approval that support on time completion of vehicle maintenance. This includes accurate exception reporting of quantity adjustments. The Contractor shall reconcile any inconsistencies in reported data. Reconciliation may include replenishing of quantities, adjustment to quantities or total value of the inventory, or payment to NCTD for unaccounted shortages. The Annual report to NCTD will also outline the physical locations of the inventories...
to include storerooms, warehouse locations and any "stockpile" locations of all NCTD-provided property or assets.

c) To ensure consistent inventory control over the term of each contract year, The Contractor shall be required to develop and maintain a security inventory plan, and will be required to complete quarterly “cycle counts” or “mini inventories”. The quarterly inventory will be random in nature and cover no less than 10% of the total inventory per quarter. Results of the quarterly inventory will be provided to NCTD for review.

d) Upon reasonable notice, NCTD shall have the right to inspect all the Contractor-maintained inventories. NCTD, at its own expense, may conduct inventories of any NCTD-furnished materials or property.

e) All material stored in the warehouse shall be verified as to count and condition prior to recording in the JDE or other NCTD-approved software. All material issued or received shall be recorded and documented as to whom it was issued and which vehicle or asset it was issued to if applicable.

15.3 DISPOSAL OF MATERIAL

a) The Contractor shall dispose of any materials designated by NCTD as scrap, surplus or obsolete with proceeds returned to NCTD. Such disposal shall only occur with the written approval of NCTD in accordance with Appendix 1: “NCTD Board Policy 29”.

b) On an annual basis NCTD may conduct a joint audit with the Contractor aimed at identifying obsolete material. In accordance with NCTD policies and procedures, the Contractor shall dispose of any obsolete material identified through this process, but may do so only with NCTD written approval. All proceeds shall be returned to NCTD.

[Remainder of page intentionally left blank]
SAFETY AND SECURITY

The safety and security of the general public, and NCTD’s customers, staff, facilities, equipment, brand, and the surrounding communities that NCTD serves shall be the primary concern of the Contractor in the execution of the Agreement and performance of its duties. The Contractor will conduct its operations with strict adherence to the NCTD ISMSP, the NCTD System Security and Emergency Preparedness Plan (SSEPP), all applicable safety, security and operating rules, all safety and security provisions of the Scope of Work, and Federal, State, and local regulations. The Contractor shall not permit its employees or subcontractors to perform any duty without proper training in safety, security, and operating rules. The Contractor will audit the Contractor’s employees for compliance and shall ensure all required training is maintained in the designated NCTD database, i.e. IndustrySafe. Failure of the Contractor's employees to comply with any part of these safety and security requirements shall be considered a breach of the Agreement. As such, the NCTD reserves the right to remove, insofar as NCTD service is concerned, the Contractor's employees who perform in violation of the Agreement, and or other applicable regulatory requirement related to the safety and security of operations.

16.1 CONTRACTOR SAFETY MANAGEMENT

a) The Contractor shall employ a full-time Safety Management Group dedicated solely to the NCTD system (“The Contractor Safety Management Group”). The Contractor Safety Officer(s) must have previous safety experience consistent with the SOW with one person having expert experience in bus transportation/operation and the other position having expert experience in vehicle maintenance. The Contractor Safety Management Group has the responsibility to ensure all requirements of this Paragraph are complied with and will report directly to the Contractor's General Manager. The Contractor will furnish NCTD as part of this procurement process, a Safety Management Group Plan that outlines the organizational structure of the group and duties and responsibilities of the employees therein. The Safety Management Group plan will ensure that training responsibility is completed outside of the Safety Management Group function and area of responsibility. The Contractor Safety Officer (s) shall have a working knowledge of SMS principles under the Moving Ahead for Progress in the 21st Century Act (MAP-21) and possess a Transit Safety and Security Program (TSSP) certificate for the bus system

b) The Contractor's safety management duties will include, but are not limited to, auditing of operations and maintenance activities for compliance with NCTD, Federal, and State requirements; 24/7 response to all accidents or safety-related incidents; reporting officer for regulatory and contract reporting requirements; use of the NCTD Safety Reporting Program for the purpose of entering safety-related information such as identified hazards, corrective actions, training records, accident/incident information, and audit reports (both internal and external); completion of an annual internal audit to determine compliance with the NCTD ISMSP; participation in the establishment and, staffing of an NCTD Emergency Operations Center (EOC) during emergencies and accidents; participation in the NCTD triennial third-party audit; coordination of required Emergency Response Drills with local agencies, coordination of the Contractor Safety Committee and Safety Meeting requirements; participation in the NCTD Risk Roundtable; audit of the Contractor training requirements as identified in the NCTD ISMSP; handling of all environmental and employee health issues; and other duties as required by Agreement or as assigned. The Contractor's General Manager and Senior Safety Officer shall acknowledge in writing the requirement to comply with NCTD’s ISMSP.

c) The Contractor Safety Management Group will participate, where practicable, in all audits by outside parties or agencies. Following receipt of an audit report, the Contractor Safety Management Group will develop and submit a Corrective Action Plan to the NCTD Chief of Safety for approval for all deficiencies or recommendations that result from the audit. The timeframe and scope for submission of the plan will be determined by NCTD Chief of Safety. The Contractor Safety Management Group will be responsible for completion of the Corrective Action Plan.
16.2 SAFETY ACTION PLAN

a) The Contractor shall provide a comprehensive Safety Action Plan to NCTD for review and approval that describes how the Contractor will comply with the NCTD ISMSP, and must include employee, customer and operational safety, employee health and environmental safety. The Safety Action Plan shall be finalized for NCTD approval at least 60 days prior to the Service Date of the Agreement. The Safety Action Plan will be updated annually to be consistent with the most current version of the NCTD ISMSP and will be submitted to the NCTD Safety Officer for review and approval no later than December 31 each year. The Safety Action Plan shall be created and published for NCTD, and be identified as an NCTD-specific document. Investigation reports, forms and files shall be identified as belonging to NCTD. The Contractor's standard "corporate" safety program and forms shall not be used.

b) The Contractor's Safety Action Plan elements shall include, but are not limited to, General Safety Rules for Employees, an Accident/Incident Reporting program, a Continuity of Operations Plan, a Hazard Identification and Management program, Emergency Response Plan, a Safety Committee plan, a Substance Abuse program as specified by FTA regulations, a Fatigue Management program, an Hours Of Service management plan, employee certification programs, and an Operational Rules Testing program. All of these Safety Program elements will be in full compliance with FTA, APTA standards and any governing regulatory requirements.

c) The Contractor shall perform an annual audit, either internally or utilizing a corporate health and safety executive, as directed by NCTD to determine compliance with the NCTD ISMSP. The audit cycle shall alternate between internal and a corporate health and safety executive and upon completion, the auditor shall prepare a written summary of findings, with a remedial action plan, for NCTD review within 10 days of the completion of the internal audit. The Contractor shall implement corrective actions recommended by the internal audit or by third-party auditors, after review with and approval by NCTD designated personnel. The Contractor shall invite and allow NCTD management to participate in all safety-related reviews, including, but not limited to, efficiency tests, internal safety audits, and other reviews of a related nature.

16.3 NCTD ISMSP

The Contractor shall comply with and support the most current NCTD ISMSP. Updates and modifications to the plan are made regularly, and the Contractor shall participate with the NCTD during annual update and review of the ISMSP and comply with any and all changes to the plan. The Contractor shall also participate in the review and update of other safety related documents as required by the NCTD.

16.4 SAFETY COMMITTEES

The Contractor shall maintain a safety committee program as described in the Contractor's Safety Action Plan and in compliance with the NCTD ISMSP. The NCTD Safety Division shall be responsible for auditing the safety committee meetings and may attend and participate at his or her discretion. Minutes of these meetings shall be forwarded each month to the NCTD Safety Officer. The Contractor also shall participate in a monthly Risk Roundtable meeting with the NCTD Chief of Safety.

16.5 FACILITY AND STATION INSPECTIONS

The Contractor shall conduct monthly safety and security inspections of facilities under the control or responsibility of the Contractor and may include, but is not limited to, employee layover facilities and offices and maintenance facilities. Inspections shall be documented on NCTD-approved checklists as defined in the current ISMSP and will include corrective action plans and assignments of responsibility. Copies of
inspection reports shall be forwarded to the NCTD Safety Officer within three (3) days of inspection, and findings of inspection shall be recorded in NCTD's designated database, i.e. IndustrySafe.

## 16.6 HAZARDS INVOLVING PROJECTS

Where NCTD or the Contractor determine an immediate and serious hazard exists, the Contractor or NCTD representative has the authority to immediately contact the appropriate personnel to request that the hazardous conditions be corrected or hazardous practices halted. Should contact prove to be infeasible or unsuccessful, the Contractor or NCTD representative shall have the authority to stop the project work. NCTD reserves the right to conduct unannounced inspections aimed at identifying and eliminating unsafe practices, operations, and conditions. The Contractor will utilize NCTD designated hazard reporting form and submit to NCTD Chief of Safety. The hazard will be maintained in the NCTD database, i.e. IndustrySafe.

## 16.7 INJURY STATISTICS

The Contractor shall furnish to designated NCTD personnel a monthly report capturing reportable injury statistics in a format approved by NCTD.

## 16.8 EMERGENCY MANAGEMENT AND PREPAREDNESS

a) The Contractor shall provide a comprehensive workplace and in-service focused, “All Hazards”, Bus Services Emergency Response Plan (ERP) that is focused on how the Contractor and its staff plans to respond to and manage operations in the event of widespread critical incident or disaster, to NCTD for review and approval. The ERP describes how the Contractor will comply with the NCTD SSEPP. The final Bus Services Emergency Response Plan (ERP) shall be implemented at least sixty (60) days prior to the Service Date of the Contract. NCTD will review the proposed Bus Services Emergency Response Plan (ERP) and provide corrections and comments for the Contractor’s action. A plan will be considered reviewed and approved once conditions are met and the NCTD reviewer signs the plan as “Approved”. The Bus Services Emergency Response Plan (ERP) will be reviewed, and if necessary, updated annually to be consistent with the most current version of the NCTD SSEPP and will be submitted to the NCTD Chief of Transit Enforcement for review and approval no later than April 1st each year. A copy of the most current version of the SSEPP will be provided to the Contractor for reference. The Bus Services Emergency Response Plan (ERP) shall be created and published for NCTD as a NCTD-specific document. All documentation, including records, Action and Incident reports, forms and files shall be identified as NCTD. The Contractor’s standard or template "corporate level" emergency response, preparedness, or management program and forms shall not be used.

b) The Contractor's Bus Services Emergency Response Plan (ERP) elements shall include, but are not limited to: Employee Emergency Awareness and Response Training Program; Method(s) for reporting fires and other emergencies; Workplace and equipment evacuation policy and procedure; Emergency escape procedures and route assignments, such as floor plans, workplace maps, and safe or refuge areas; Names, titles, departments, and telephone numbers of individuals both within and outside your company to contact for additional information or explanation of duties and responsibilities under the emergency plan; Procedures for employees who remain to perform or shut down critical facility and equipment operations, operate fire extinguishers, or perform other essential services that cannot be shut down for every emergency alarm before evacuating; and, Rescue and medical duties for any workers designated to perform them. All of these Emergency Response Program elements will be in full compliance with any and all regulatory requirements and the NCTD SSEPP.
c) The Contractor shall perform an annual internal audit as directed by the NCTD to determine compliance with the NCTD SSEPP. The Contractor shall prepare a written summary of findings, with a remedial action plan, for NCTD review within 10 days of the completion of the internal audit. The Contractor shall implement corrective actions recommended by the internal audit or by third-party auditors, after review with and approval by NCTD designated personnel. The Contractor shall invite and allow NCTD management to participate in all emergency preparedness/management-related reviews, including, but not limited to, site inspections, internal emergency preparedness audits, and other reviews of a related nature.

16.9  REGULATORY AGENCY REPORTING

a) An Internal Control Plan for Accident and Incident Reporting, as required by NCTD Standard Operating Procedure, and all regulatory agency requirements shall be submitted for NCTD review and approval at least sixty (60) days prior to the Service Date of the Contract. The Contractor shall be responsible for all incident and injury reports to regulatory agencies, including but not limited to Cal-OSHA in accordance with NCTD internal policies, and all regulatory agency requirements. The Contractor shall also enter all incident and injury information into NCTD’s designated database, i.e. IndustrySafe within 48 hours of the incident. The Contractor shall designate a reporting officer as the primary contact for all reporting requirements, and the Contractor's reporting officer and NCTD Safety Officer shall meet monthly to discuss the previous month's incidents and on-going issues involving reporting compliance.

b) On behalf of NCTD, the Contractor shall complete and make timely submission of all reports required associated with the operation and maintenance of the services specified in this SOW as required. Reporting shall be in accordance with applicable regulations. NCTD shall provide the Contractor access to the NCTD’s designated database, i.e. IndustrySafe to facilitate portions of this reporting requirement.

16.10  ACCIDENT AND INCIDENT INVESTIGATION AND REPORTING

a) This NCTD Accident Investigation Procedure is outlined in SOP 3000.15 will establish investigatory compliance requirements for NCTD. NCTD Managers, Employees and Modal Contract Managers responsible for NCTD operations, maintenance and system safety tasked to respond to accidents within the NCTD System will follow this procedure and other regulatory requirements. This accident investigation procedure is also a guide to gathering and evaluating data in order to determine the root cause of an accident and identify corrective measures to prevent reoccurrence. The objective of this SOP is to achieve the following:

- Define the roles and responsibilities of specific NCTD and Modal Contract individuals and departments which are required to respond to accidents or incidents which occur on the NCTD system.
- Improve system safety by effectively reporting, investigating, and analyzing all accidents, incidents and develop complete, accurate, and comprehensive reports.
- Implement corrective measures based on the results of the complete investigation to prevent or mitigate reoccurrences.
- Provide opportunities for NCTD System Safety, Claims, Risk Management and Legal departments to effectively analyze all accident reports with regard to exposure to liability and potential internal or external claims and/or litigation.
16.11 DATA AND VIDEO RECORDERS

a) The NCTD reserves the right to install additional video and audio recording systems in NCTD rolling stock and fixed facilities.

b) The NCTD shall have full and complete access to and control of the following, without prior notification to the Contractor:
   - Rolling stock event recorders and event recorder data;
   - Rolling stock video recorder camera systems and video recorder data;
   - Control system and signal system event recorders and recorder data; and
   - Closed-circuit television (CCTV) systems at fixed facilities.

c) The Contractor shall follow the applicable NCTD policies and procedures, as may be amended from time to time, regarding NCTD Video Surveillance on NCTD Vehicles and Locations at all times (currently STE-2001, Appendix 33).

d) The Contractor will be responsible for the maintenance and repair of all vehicle video and audio recording systems.

e) The Contractor shall be required to retrieve and provide recordings for NCTD use to include but not limited to investigations and Public Records Requests.

f) All images and sounds are property of NCTD and must be held secure from unauthorized use and viewing. The Contractor shall be responsible for retrieving all video.

g) As noted in Appendix 23, the Contractor shall submit a quarterly report to NCTD which provides the following detail on all video downloads: requestor, individual who performed the download, specific video clip downloaded, when downloaded, reason for download.

16.12 REVISION OF SAFETY PRACTICES

The Contractor shall, with prior NCTD written approval, revise its SOPs, emergency response practices, training techniques, or reporting practices if it is revealed to the Contractor through regulatory agency communications, industry communiqué, employee communications, or NCTD communication that such revisions will assist in the reduction or prevention of injury or loss of life to its employees, NCTD passengers, NCTD employees, the surrounding community, or NCTD equipment or property or foster improvement to operations.

16.13 WORKER HEALTH AND SAFETY AND HAZARDOUS MATERIAL SAFETY

The Contractor shall comply with all applicable Federal and California Occupational Safety and Health Administration (OSHA) safety requirements as they apply to the Contractor’s work environment. The Contractor shall develop required employee health and safety programs, hazardous materials handling and disposal procedures and emergency evacuation procedures for the facilities occupied by the Contractor’s personnel.

16.14 CONTRACTOR SECURITY MANAGEMENT

a) Matters of security are inclusive in the responsibilities of the Safety Management Group. The Contractor Safety Management Group has the responsibility to ensure all security requirements are complied with. The Contractor will furnish NCTD as part of this procurement process, a Security Management Plan that outlines the duties and responsibilities of the Contractor’s employees therein.
b) The Contractor’s security management duties will include, but are not limited to, development, submittal, and implementation of a Security Action Plan; auditing of BREEZE, LIFT and FLEX operations and maintenance activities for compliance with NCTD, Federal, and State requirements; use of the NCTD safety reporting software system (currently, IndustrySafe) for the purpose of entering security-related information such as threats, crimes, identified hazards, corrective actions, training records, crime/incident information, and audit reports (both internal and external); completion of an annual internal audit to determine compliance with the NCTD SSEPP; participation in the NCTD SSEPP third-party audit; employee security awareness training.

c) The Contractor Safety Management Group will participate, where practicable, in all security audits by outside parties or agencies such as APTA. Following receipt of a security audit report, the Contractor Safety Management Group will develop and submit a Corrective Action Plan to the NCTD Chief of Transit Enforcement for approval for all deficiencies or recommendations that result from the audit. The timeframe and scope for submission of the plan will be determined by the NCTD Chief of Transit Enforcement. The Contractor Safety Management Group will be responsible for completion of the Corrective Action Plan.

d) While NCTD provides overall general system security services on a system-wide basis via uniformed personnel, contract law enforcement services, and off-site monitoring of a CCTV system of various locations throughout the NCTD service area, The Contractor is directly responsible for the physical security of facilities, equipment, and staff under its immediate control. Customer service matters in the field that do not rise to the level of criminal activities or security concerns are the responsibility of and are to be addressed by the Contractor through the actions of its staff including the Management, Coach Operators, Field/Road Supervisors, and/or Dispatchers. Issues such as fare disputes, non-violent disagreements between individuals on-board the bus or at transit stops, “Rules of Riding” violations, and/or denial of service (for cause), are examples of scenarios that are to be addressed at the lowest possible level to resolution by the Contractor.

e) The Contractor, at its sole cost, shall be solely responsible for the necessary physical security of its personnel, agents, suppliers, facilities, materials, and equipment, at and of the work site. The Contractor understands and accepts that NCTD is not be responsible for such security measures, and the Contractor shall take necessary and prudent measures to ensure the security of his personnel, agents, suppliers, facilities, materials, and equipment, and the work site by the provision of, including but, not limited to: security fencing/gates, locked storage facilities and containers, secured equipment areas, posted professional, bonded or insured, State of California BSIS certified and licensed security personnel, security cameras and media recording devices (DVR’s), and other measures deemed necessary by the Contractor for the security needs thereof. The Contractor understands that the cost for any damaged, vandalized, or stolen items shall be borne solely by the Contractor. If third party contractors are used for security, the Contractor must ensure compliance with all NCTD policies and procedures.

f) NCTD may elect to investigate criminal or security related incidents including, but not limited to: crimes against persons, crimes against property, motor vehicle related crimes, breaches, threats, thefts, burglaries, work place violence, fatalities, injuries, accidents, and passenger complaints.

g) The Contractor shall be responsible for:

1) Maintaining general security awareness and protection of NCTD property and assets under its charge;

2) Providing security awareness training for all new employees and to all employees every two years; this training will be based on the National Transit Institute (NTI) or Transportation Safety Institute (TSI) Transit Employee Security Awareness course curriculum;
3) Developing, implementing, and updating employee security policies in accordance with the approved Security Action Plan;

4) Conducting internal security inspections of facilities and assets in accordance with the approved Security Action Plan;

5) Developing corrective actions and making improvements to security deficiencies;

6) Managing and resolving non-security and non-criminal related passenger disputes in accordance to NCTD approved Standard Operating Procedures;

7) Notifying dispatch center/ the Operations Control Center to request assistance from NCTD’s Transit Enforcement Division or local law enforcement, in case of incidents that lead to impairment of safety and security of NCTD operations and the traveling public;

8) Providing full cooperation, support, and required coordination with Federal, State, and local law enforcement officials conducting security operations and/or engaged in active criminal investigations;

9) Cooperate and assist NCTD and law enforcement officials in any incidents or accidents;

10) In the case of security-related or criminal incidents (i.e. operator or passenger assaults, thefts, break-ins, etc.) identified by The Contractor’s employees, The Contractor will provide a written report documenting the details of the incident within twenty-four (24) hours of the incident to the NCTD Project Manager, who will in turn, provide it to the Chief of Transit Enforcement or his designee; The Contractor shall provide a copy of the local law enforcement crime report to the NCTD Project Manager, who will in turn, provide it to the Chief of Transit Enforcement or his designee, within 15 calendar days of the report being filed.

11) To notify the NCTD Transit Enforcement Division of any criminal activity within 2 hours of being aware of the crime and contact local law enforcement to file a crime report for any losses estimated to exceed $100 or resulting in bodily injury to a member of NCTD or Contractor staff or a passenger.

12) The Contractor shall report any unlawful entry or trespassing incident upon the facilities they are in control of or any unusual or criminal activity adjacent to the facility (i.e. facility open parking lots) immediately to the NCTD Transit Enforcement Division per NCTD SOPs.

13) The Contractor shall be in full compliance with Cal OSHA Guidelines for Workplace Security for the duration of the agreement and incorporate identified Preventive Measures into the Security Action Plan as well as in employee training and awareness. Cal OSHA Website: http://www.dir.ca.gov/dosh/dosh_publications/worksecurity.html

16.15 SECURITY ACTION PLAN

a) The Contractor shall provide a comprehensive Security Action Plan to NCTD for review and approval that describes how the Contractor will comply with the NCTD SSEPP, and shall include employee, customer and operational security. The Security Action Plan and all attachments and appendices will be considered Sensitive Security Information, pursuant to 49 CFR Parts 15 and 1520, and will be marked “SSI”. The final Security Action Plan shall be implemented at least sixty (60) days prior to the Service Date of the Contract. NCTD will review the proposed Security Action Plan and provide corrections and comments for the Contractor action. A plan will be considered reviewed and approved once conditions are met and the NCTD reviewer signs the plan as “Approved”. The Security Action Plan will be updated annually to be consistent with the most current version of the NCTD SSEPP and will be submitted to the NCTD Chief of Transit Enforcement for review and approval no later than April 1st each year. A copy of the most current version of the SSEPP will be provided to the Contractor for reference. The Security Action Plan shall be created and published for NCTD as a NCTD-specific document. Investigation and Incident reports, forms and files shall be identified as...
NCTD. The Contractor's standard or template "corporate" security program and forms shall not be used.

b) The Contractor's Security Action Plan elements shall include, but are not limited to: Security Rules for Employees; a Crime/Security Incident Reporting program; a Security Threat or Hazard Identification and Management program; Employee Security Awareness Training Program; Cal OSHA Guidelines for Workplace Security – Preventive Measures; Security Committee Program; Internal Inspection and review of facility security conditions; Crime/Security Incident Reporting and Documentation Forms. All of these Security Program elements will be in full compliance with any and all regulatory requirements.

c) The Contractor shall perform an annual internal audit as directed by the NCTD to determine compliance with the NCTD SSEPP. The Contractor's corporate office shall conduct the annual internal audit. The Contractor shall prepare a written summary of findings, with a remedial action plan, for NCTD review within 10 days of the completion of the internal audit. The Contractor shall implement corrective actions recommended by the internal audit or by third-party auditors, after review with and approval by NCTD designated personnel. The Contractor shall invite and allow NCTD management to participate in all security-related reviews, including, but not limited to, site inspections, internal security audits, and other reviews of a related nature.

16.16 NCTD’S SYSTEM SECURITY AND EMERGENCY PREPAREDNESS PLAN:

The Contractor shall comply with and support the most current NCTD SSEPP. Updates and modifications to the plan are made regularly, and the Contractor shall participate with the NCTD during annual update and review of the SSEPP and comply with any and all changes to the plan. The Contractor shall also participate in the review and update of other security related documents as required by the NCTD. The Contractor shall be a signatory participant in the NCTD SSEPP, and the Contractor signatures shall indicate agreement and compliance with the SSEPP. A copy of the most current and approved SSEPP will be provided to the Contractor.

16.17 SECURITY DATA COLLECTION AND REPORTING

The Contractor shall furnish designated NCTD Transit Enforcement Division personnel with a monthly report, including the number and summary description of security or criminal incidents on the Contractor controlled facilities and equipment, in a format approved by the NCTD, no later than the 10th of the following month.

16.18 SECURITY COMMITTEES

a) The Contractor shall maintain a Security Committee Program as described in the Contractor's Security Action Plan and in compliance with the NCTD SSEPP. The Contractor Safety Management Group shall be responsible for auditing the security committee meetings and may attend and participate at their discretion. Minutes of these meetings shall be forwarded each month to the NCTD Chief of Transit Enforcement or designee. The Contractor also shall participate in a monthly security meeting with the NCTD Chief of Transit Enforcement or designee.

b) Behavior Pattern Recognition (BPR) and general Transit System Security Awareness as developed by National Transit Institute/Department of Transportation shall be included in the Training Program for the appropriate Contractor personnel as directed by the NCTD.
17. ENVIRONMENTAL AND HAZMAT SERVICES

a) The Contractor shall properly dispose of any waste or hazardous material generated while performing Agreement Services throughout the NCTD property. Disposal and storage of waste and hazardous material shall be in accordance with all applicable Federal, State, and local regulations. The Contractor shall keep storage of waste and hazardous waste material on the premises to a minimum. The Contractor shall return the work area to its original conditions after conducting work efforts included in this paragraph.

b) The Contractor shall monitor and notify the designated NCTD personnel immediately by phone of any incident with possible environmental impacts, regardless of who the responsible party is, such as diesel fuel spills, illegal disposal of hazardous material on NCTD property, and spills from rolling stock. This notification will not relieve the Contractor from its obligation to initiate and supervise cleanup and dispose of spilled material.

17.1 PERMITS AND CERTIFICATIONS

The cost of permits and certifications will be included as pass through items in the contract with no overhead and profit.

The Contractor will be responsible for identifying, preparing, complying with, and reporting on all required environmental, stormwater and hazardous materials permits. NCTD will be noted as the owner and Permittee for all such permits, and will review and approve all permit submittals prior to submission. The Contractor will also be noted as a responsible party on all relevant permits. NCTD will be the direct recipient of any feedback or invoices from environmental regulatory agencies. NCTD will forward all feedback and invoices to the Contractor for payment and compliance. NCTD shall review and/or be copied on all communications with regulatory agencies, as agreed upon via email with the NCTD subject matter expert.

Environmental Regulations and Permits.

- **The Municipal Separate Storm Sewer System (MS4) General Permit, State Water Resources Control Board Order No. (2013-0001-DWQ).** The Contractor shall be responsible for complying with NCTD’s MS4 General Permit and Storm Water Management Plan (SWMP). This includes cleaning the MS4 storm drain structures on a quarterly basis, or as needed in the event of blockage or other malfunctions at all NCTD-owned facilities, including maintaining and implementing stormwater best management practices (BMPs) at each storm drain location where it is deemed necessary and appropriate to maintain compliance. The Contractor will be responsible for documenting each storm drain cleaning event by completing Storm Drain Cleaning Forms provided by NCTD, including using photographs and Global Position Satellite (GPS) hand held device.

- **The Industrial General Permit (IGP), State Water Resources Control Board Order No. (2014-0057-DWQ).** The Contractor is required to create, implement, and maintain the Storm Water Pollution Prevention Plan (SWPPP) pursuant to the requirements of the IGP to identify and evaluate potential sources of pollutants associated with each industrial activity. This includes inspecting and maintaining any and all pollution control devices and oil/water separators at the Facilities. The Contractor shall also be responsible for obtaining/updating and complying with all applicable environmental regulations and permits, at its expense, as part of the Contract Price. The Contractor will be required to pay the Notice of Intent (NOI) permit fee for Industrial General Permit coverage for each facility. The NOI, SWPPP, and Site Map will be completed by the Contractor on behalf of NCTD and submitted to NCTD for review and approval, prior to upload to SMARTS. The NOI, SWPPP, and Site Map will be uploaded to SMARTS no less than seven (7) days prior to the commencement of industrial activity.

- **Air Permits.** The Contractor shall obtain and maintain all required NCTD permits with the San Diego County Air Pollution Control District for any qualifying equipment. The Contractor will be responsible for costs associated with annual renewal fees and complying with all applicable environmental regulations.
Hazardous Material Permits. The Contractor shall obtain and maintain all existing San Diego County Department of Environmental Health Unified Program Facility Permits for Aboveground Storage Tanks and hazardous materials.

Fines and Penalties. The Contractor shall be responsible for any fines or penalties imposed for failure to comply with conditions or requirements of environmental regulations or permits.

Environmental Requirements.

Spill Prevention Control and Countermeasure (SPCC) Plan. The Contractor is required to comply with and implement the SPCC Plan for the facility they are maintaining.

Hazardous Material Business Plan. The Contractor is required to create, implement, and maintain a Hazardous Material Business Plan during the term of this Contract. The Contractor shall be responsible for the proper handling, use, storage, and disposal of all waste oil and hazardous materials produced at the Facilities to include Facility clarifies, for the containment and clean-up of spilled fuel, oil, and hazardous materials, and for all other environmental requirements in applicable Federal, State, and local laws and regulations.

Spill Response Management Procedures Manual. The Contractor shall create, implement, and maintain a Spill Response Management Procedures Manual to properly manage the Facilities. At a minimum, the Manual shall include a plan for the containment and cleanup of spilled fuel, oil, and any hazardous materials. Such Manual will be submitted to NCTD for review and approval within thirty (30) days of Notice to Proceed.

The Contractor shall properly dispose of any waste or hazardous material generated while performing Contract services throughout NCTD facilities. Disposal and storage of waste and hazardous material shall be in accordance with all applicable Federal, State, and local regulations. The Contractor shall keep storage of waste and hazardous waste material on the premises to a minimum. The Contractor shall return the work area to its original conditions after conducting work efforts included in this paragraph.

The Contractor shall monitor and notify the designated NCTD personnel immediately by phone of any incident with possible environmental impacts, regardless of the responsible party. This notification will not relieve the Contractor from its obligation to initiate and supervise cleanup and disposal of spilled material.

Definition. In this Section, the term “hazardous materials” includes flammable, explosive, or radioactive materials, chemicals, hazardous wastes, toxic waste or materials, or similar substances, and any petroleum products or derivatives deemed hazardous by Federal, State or local law.

Repair Standards. All maintenance and approved repair work by NCTD to the Facilities and Equipment shall be performed by personnel of the Contractor (or any NCTD-approved Subcontractor) who have appropriate license, qualifications, and certifications for each particular task, and demonstrated experience and documented training in the work to be done. Maintenance personnel shall have the necessary equipment and tools to perform any authorized work.

Prohibited Acts. The Contractor shall not make any structural modifications to a Facility without NCTD’s prior written consent. No Contractor personnel shall take or make unauthorized use of any of the Facilities, properties, buildings, equipment or material. The removal of any property of NCTD or unauthorized use of NCTD properties, buildings, equipment or material shall be considered as theft by NCTD and NCTD shall have the right to, without prior written notice to the Contractor, pursue any remedies by law or in equity. NCTD shall retain the right to withhold from payment any expenses incurred as a result of the Contractor’s removal of any of NCTD’s property that is considered theft by NCTD.
17.1.1 East and West Division Facilities

The Contractor shall be responsible for obtaining and complying with all applicable environmental permits listed below, at its expense as part of the Base Services cost. The Contractor shall be responsible for complying with all applicable environmental permits and requirements at the facilities. In some cases, the Contractor shall also be responsible for preparing specific plans and/or permits. The following is a list of permits that the Contractor may have to obtain. This list may not include all permits required by the Contractor and the Contractor may not be required to obtain all items on the list. The Contractor will be responsible for identifying, preparing, complying with, and reporting on all required environmental, stormwater and hazardous materials permits. NCTD will be noted as the owner and Permittee for all such permits, and will review and approve all permit submittals prior to submission. The Contractor will also be noted as a responsible party on all relevant permits. NCTD will be the direct recipient of any feedback or invoices from environmental regulatory agencies. NCTD will forward all feedback and invoices to the Contractor for payment and compliance. NCTD shall review and/or be copied on all communications with regulatory agencies, as agreed upon via email with the NCTD subject matter expert.

- Spray Paint Operations - Permit to Operate through Air Pollution Control District
- Hazardous Waste Generator Permit through Department of Environmental Health
- Hazardous Waste Disposal Permit for waste generated as part of vehicle maintenance
- Fire Extinguishers (for revenue vehicles) must follow requirements stipulated in CFR 393.95 (a)(1) and OSHA

- **Spill Prevention Control and Countermeasure (SPCC) Plan.** Contractor is required to create, implement, and maintain a Spill Prevention Control & Countermeasure (SPCC) Plan for the facility.

- **Hazardous Material Business Plan.** Contractor is required to create, implement, and maintain a Hazardous Material Business Plan during the term of this Contract. Contractor shall be responsible for the proper handling, use, storage, and disposal of all waste oil and hazardous materials produced at the Facilities, for the containment and clean-up of spilled fuel, oil, and hazardous materials, and for all other environmental requirements in applicable federal, state, and local laws and regulations.

- **Spill Response Management Procedures Manual.** Contractor shall create, implement, and maintain a Spill Response Management Procedures Manual to properly manage the facility. At a minimum, the Manual shall include a plan for the containment and cleanup of spilled fuel, oil, and any hazardous materials. Such Manual shall be submitted to NCTD for review and written approval within thirty (30) days of Notice to Proceed.

Contractor shall properly dispose of any waste or hazardous material generated while performing Contract services at the facility, or any other NCTD facilities. Disposal and storage of waste and hazardous material shall be in accordance with all applicable federal, state, and local regulations. Contractor shall keep storage of waste and hazardous waste material on the premises to a minimum. Contractor shall return the work area to its original conditions after conducting work efforts included in this paragraph.

Contractor shall monitor and notify the designated NCTD personnel immediately by phone of any incident with possible environmental impacts, regardless of the responsible party. This notification shall not relieve Contractor from its obligation to initiate and supervise cleanup and disposal of spilled material.

- **The Municipal Separate Storm Sewer System (MS4) General Permit, State Water Resources Control Board Order No. (2013-0001-DWQ).** Contractor shall be responsible for complying with NCTD’s MS4 General Permit and Storm Water Management Plan (SWMP). This includes cleaning the MS4 storm drain structures on a quarterly basis, or as needed in the event of blockage or other malfunctions at all NCTD-owned facilities, including maintaining and implementing storm water best management practices (BMPs) at each storm drain location where it is deemed necessary and
appropriate to maintain compliance. The Contractor will be responsible for documenting each storm drain cleaning event by completing Storm Drain Cleaning Forms provided by NCTD, including using photographs and global position satellite (GPS) hand held device. Contractor is responsible for all costs associated with obtaining, or procurement of all storm water BMP's (fiber rolls, gravel bags, etc).

- **The Industrial General Permit (IGP), State Water Resources Control Board Order No. (2014-0057-DWQ).** The Contractor is required to create, implement, and maintain the Storm Water Pollution Prevention Plan (SWPPP) pursuant to the requirements of the IGP to identify and evaluate potential sources of pollutants associated with each industrial activity. This includes inspecting and maintaining any and all pollution control devices and oil/water separators at the facility. Contractor shall also be responsible for obtaining/updating and complying with all applicable environmental regulations and permits, at its expense, as part of the Contract Price. The Contractor shall be required to pay the Notice of Intent (NOI) permit fee for Industrial General Permit coverage for each facility. The NOI, Stormwater Pollution Prevention Plan (SWPPP), and Site Map will be completed by the Contractor on behalf of NCTD and submitted to NCTD for review and approval, prior to upload to SMARTS. The NOI, SWPPP, and Site Map shall be uploaded to SMARTS, no less than seven (7) days, prior to the commencement of industrial activity.

- **Air Permits.** The Contractor shall obtain and maintain all existing NCTD permits with the San Diego County Air Pollution Control District for any qualifying equipment. The Contractor is responsible for costs associated with annual renewal fees and complying with all applicable environmental regulations.

- **Hazardous Material Permits.** The Contractor shall obtain and maintain all existing San Diego County Department of Environmental Health Unified Program Facility Permits for ASTs and hazardous materials at the facility.

- **Fines and Penalties.** Contractor shall be responsible for any fines or penalties imposed for failure to comply with conditions or requirements of environmental regulations or permits.

### 17.1.2 Other Requirements

**a)** No later than sixty (60) days prior to the Service Date of the Contract, the Contractor shall submit for NCTD review and approval an Environmental Compliance Program for Operations to manage the transfer, updating, implementing, and record keeping for all plans, permits, licenses, and certificates. The Environmental Compliance Program for Operations shall include a listing of all required permits and a schedule for transferring those permits into the Contractor's name. Applicable permits will be transferred to the Contractor prior to the Service Date. The program shall be submitted in an electronic format and shall include, but not be limited to, compliance with all Federal, State and local environmental laws and regulations.

**b)** The Environmental Compliance Program for Operations shall also specify the procedures to be followed during fuel handling activities. NCTD shall contract for the purchase of all fuel, and the Contractor shall coordinate delivery requirements and supervise deliveries. The Contractor shall monitor all fuel deliveries at each fueling location, document observations on an NCTD-approved checklist and maintain them for not less than 36 months. More details can be found in Section 14.9 Bulk and Specialty Gas Systems.

**c)** No later than ninety (90) days prior to the Service Date of the Contract, the Contractor shall submit for NCTD review and approval a draft Emergency-Spill Response/SPCC plan, including a chain of command for spills throughout the NCTD property, regardless of source. A final Emergency Spill Response/SPCC plan for each facility shall be adopted within thirty (30) days of the Service Date. The plan shall be updated on an annual basis and provided to the NCTD by the start of each Fiscal Year.
d) The Contractor shall complete periodic inspections, sampling, and reporting requirements necessary to maintain all environmental permits, certificates, licenses. Applications for permits, certificates, and licenses relating to the NCTD property, Support Property and systems will be prepared and forwarded to the NCTD 90 days prior to expiration. The Contractor shall maintain the tracking of permits, certificates and licenses.

17.2 AIR EMISSIONS

a) The Contractor shall be responsible for all testing, monitoring, permitting and reporting related to requirements of the California Air Resources Board (CARB), the San Diego Air Pollution Control District and other regulatory agencies.

b) To help meet evolving air emission regulations, particularly in connection with fuel consumption and potential greenhouse gas or particulate emission issues, the Contractor shall maintain fuel usage logs, as mentioned in Section 2.6.e, which are to include total monthly fuel usage for all combustion units. A monthly report shall be submitted to NCTD that includes a copy of all fuel usage logs and calculates fuel usage for the past 12 months. Receipts and logs shall be maintained on-site and available for inspection by any regulatory agency upon request. The log also shall include the name and signature of the responsible foreperson. This data will help the NCTD and the Contractor ensure compliance with regulations.

c) The Contractor shall develop and implement a Vehicle Idling Policy that follows California Code of Regulations Title 13 Section 2480 and 2485. Such policy must include idling times, situations, locations, and provide specific monitoring and documentation program. The policy will apply to all revenue vehicles regardless of fuel type.

17.3 REGULATED AND HAZARDOUS WASTE AND MATERIAL

a) NCTD shall be the generator for all waste related to routine maintenance or operations, and the Contractor shall be generator for waste related to spills or other occurrences related to the Contractor’s errors or negligence. Any regulated waste or spent hazardous materials located on NCTD property shall be disposed of in accordance with all applicable environmental regulations. The Contractor shall submit for NCTD review and approval 60 days prior to the Service Date of the Agreement an Environmental Hazard Procedures Manual that addresses all uses of hazardous waste and materials on NCTD property. These procedures shall include, but not be limited to spill prevention and control (including a formalized description of the Contractor’s emergency/spill response team and chain of command for all applicable NCTD property locations), hazardous materials and medical waste handling, hazardous materials or waste generators (not limited in size), an emergency/spill response team and chain of command for all applicable NCTD property locations. The procedures shall be developed in compliance with NCTD policy and all applicable local, State and Federal environmental laws and regulations. All policies shall be developed and updated, and all Services provided by the Contractor shall be in compliance with applicable Federal, State and local environmental laws and regulations, applicable permits, and NCTD policy.

b) The Contractor shall take immediate actions to comply with all applicable laws and regulations and permit conditions concerning the release of any contaminant on or along NCTD property without regard to source. The Contractor and subcontractors shall comply with all written policies maintained by NCTD or applicable regulatory agencies pertaining to environmental compliance and response policies and procedures, including coordination with NCTD and its designated subcontractors or representatives. Extreme care shall be used when fueling or changing fluids. The Contractor shall immediately inform NCTD of any hazardous material spills. The Contractor shall be fully responsible for the containment and cleanup of any contaminants spilled onto NCTD or others’ property. Any and all hazardous material spills on NCTD property, including, without limitation, diesel fuel, effluent from the Contractor or NCTD facilities, solvents or cleaning solutions, etc., shall be reported immediately to the NCTD Safety Officer.
c) Storage of hazardous materials shall be limited to areas as indicated by NCTD and in compliance with codes and regulations. Where facilities for storage may not exist, the Contractor shall provide the needed facilities or store off site. The Contractor shall minimize storage of waste, regulated and hazardous materials on NCTD property.

d) Disposal of any regulated materials such as petroleum based products, antifreeze, oils, lubricants, paint, fluorescent light bulbs, drip pans, and batteries shall be through the services of a properly-certified and licensed hazardous materials disposal the Contractor. Disposal of defective or obsolete batteries shall begin within one week of removal from service and completed within 60 days. Battery disposal and storage sites shall be in accordance with OSHA regulations. All the Contractor-designated/utilized hazardous material disposal sites or disposal subcontractors shall be subject to the approval of NCTD. Oil and engine coolant and any other waste or hazardous material draining shall be captured and disposed of in accordance with environmental regulations. The Contractor shall also provide for recovery of HVAC refrigerant.

e) The Contractor shall ensure that containers used for storage and transportations of waste materials meet applicable Federal, State, and local requirements for labeling, storage, disposal, and transportation of waste materials. The Contractor shall conduct any and all testing of waste materials to be transported and disposed off-site, if required, to determine proper and legal methods for transport and disposal. The Contractor shall only utilize appropriately licensed subcontractors to transport regulated or hazardous waste. Waste shall be appropriately containerized for shipment. The Contractor shall produce hazardous waste manifest forms as required for the transportation and disposal of hazardous wastes under these specifications. The Contractor shall provide the appropriate copies of the completed hazardous waste manifest to the facility supervisor and to NCTD. Copies of all waste management documentation, including material handling, manifests, bills-of-lading, weight slips, and receiving facility receipts shall be, kept on site and copy provided to NCTD.

f) Should the Contractor encounter previously unknown materials which the Contractor reasonably believes to be hazardous, the Contractor shall cease work the in the affected areas and report conditions to NCTD.

17.4 EMERGENCY RESPONSE

The Contractor shall be prepared to respond to spills and environmental emergencies at all times regardless of cause. The Contractor shall retain an Environmental subcontractor that shall respond immediately in the event of uncontained releases of hazardous materials or incidents involving biohazards, including fatal incidents or major injuries on NCTD property. The Environmental sub-Contractor also shall respond to emergency environmental services requests by NCTD or the Contractor. Services provided by the Environmental subcontractor shall include all labor, tools, equipment, materials, testing, and reporting associated with providing services and shall be included in the Base Services.

17.4.1 Cleaning Methods in Case of Biohazard Incidents

a) In managing biohazard incidents/events, the Contractor personnel shall not touch or disturb any remains, tissue or personal effects except as necessary for the immediate safety of employees or the general public. Following an event, the Contractor shall:

1) Upon release of the equipment by authorities, promptly clean rolling stock at the incident scene, to the extent possible and according to appropriate NCTD biohazard procedures, so that evidence of the collision shall not be readily visible to passengers or the general public.

2) Upon release of the incident scene by authorities, promptly clean and decontaminate as necessary to remove visible indications of the incident and remove or neutralize any biohazard exposure to persons on or near vehicle or incident.
3) Upon equipment’s return to a maintenance facility, thoroughly clean and decontaminate all rolling stock involved in an incident and dispose of any remaining human tissue according to approved biohazard handling and disposal procedures.

b) Any personal effects or substantial human tissue discovered after the fact shall be turned over to the investigating authorities or to the Medical Examiner. The Contractor may retain the services of a specialized biohazard cleaning subcontractor to perform the above tasks, as required and such costs shall be included in the Base Service plan.

17.5 HEALTH AND SAFETY PLANNING AND WORK AREA SECURITY

a) The Contractor shall adhere to all applicable health and safety laws and comply with appropriate work practices when performing maintenance activities or other Services and shall ensure that work areas are secured when work is not being performed and otherwise secured during the work to prevent inadvertent access to work areas by unauthorized or unqualified persons. The Contractor shall develop and implement a Hazardous Materials Site Specific Health and Safety Plan (HMSSHASP) for all the Contractor personnel or subcontractor personnel working with or exposed to hazardous materials or other contaminated materials as part of their work. The plan shall be submitted for NCTD review and approval within thirty (30) days of the Service Date, see Appendix 23: “Contractor Deliverables List”.

b) The plan also shall require compliance with the following general work practices:

- Do not smoke, chew gum, apply cosmetics or consume food and beverages in areas where hazardous materials are being handled.
- Wash hands thoroughly before eating, smoking, or drinking.
- Do not store food in areas where it may come in contact with hazardous materials, including soil and dusts.
- To the extent practical, stay upwind from operations that emit vapors, gases or particulates.
- Clean clothing and footwear upon leaving jobsite and prior to entering any vehicle, mobile equipment, or office.
- Clean vehicle interiors and hand held tools as needed to prevent accumulation of particulates.
- Don gloves when handling soil or hand tools in contact with soil.

c) The HMSSHASP shall be prepared following the guidelines of the United States Department of Labor, OSHA 29 CFR 1910.

17.6 TRAINING AND QUALIFICATIONS

The Contractor shall ensure that personnel executing Environmental Services are qualified to perform the services. The Contractor and Environmental Sub Contractor personnel who work on NCTD property providing Environmental Services shall be trained in compliance with applicable regulations as required by OSHA, Cal-OSHA and the EPA.
18. DELIVERABLES, REPORTS, AND NOTIFICATIONS

18.1 DELIVERABLES

a) The Contractor shall be required to create and implement the deliverables specified as part of this RFP. The deliverables are all subject to NCTD’s review and written approval prior to implementation by the Contractor. Appendix 23: “Contractor Deliverables List”. To the maximum degree possible, NCTD and the Contractor, shall endeavor to utilize data/business systems to support the timely and accurate submission of performance reports.

b) The Contractor shall develop and maintain NCTD specific procedures that support the complete and accurate accounting of Contract activities, including source documentation, of all expenses and revenues in connection with Agreement services. The procedures shall be developed in accordance with Generally Accepted Accounting Principles, NCTD, and regulatory requirements.

18.1.1 Annual Reports

Unless otherwise specified, Annual Reports are due to NCTD Project Manager by October 1st of each year: Annual Report of previous fiscal year (from July 1 to June 30) including:

a) Purpose of the performance report is to explain the current performance and provide specific plans to improve performance. The Annual Performance Report shall include the following at a minimum.
   • The basis of the report will reflect the culmination of monthly reports.
   • Key contract performance metrics by mode.
   • Productivity Commitment Performance.
   • Contractor shall also provide a narrative to support the reports generated by NCTD systems to cover the following areas: Fuel consumption variances, ridership, OTP, FLEX and LIFT phone metrics (hold times, abandoned calls and total calls), and customer service complaints.
   • Compliance and Performance Report on Staffing Plan to include projected staffing plan for the upcoming Contract Year.

b) Reports listed in Appendix 23: "Contractor Deliverables List", not listed above.

c) NCTD may require other reports on a regular or one-time basis in addition to those listed above

18.1.2 Monthly Reports

Monthly Reports are due to NCTD Project Managers within six (6) days of the end of the month, unless otherwise specified by NCTD:

a) See 18.1.1a) for the requirements of the monthly performance report.

b) Contractor shall also provide a narrative to support the reports generated by NCTD systems to cover the following areas: Fuel consumption variances, ridership, OTP, FLEX and LIFT phone metrics (hold times, abandoned calls and total calls), and customer service complaints.

c) Reports listed in Appendix 23: "Contractor Deliverables List", not listed above.

d) Reports identifying long term holds, warranty issues, parts shortages and support equipment failures

e) NCTD may require other reports on a regular or one-time basis in addition to those listed above

18.1.3 Daily Reports
Unless otherwise specified, Daily Reports are due each day by 12:00pm (noon) to the NCTD Project Managers:

a) Report on previous day's operations, including, equipment availability, causes of missed service (including mechanical delays), daily incidents, unforeseen service deviations, unusual conditions such as holidays, etc., and personal injury report summary year to date.

b) Status report of equipment modification and repair, to include projected return to service date.

18.1.4 Immediate Reports

Unless otherwise specified, Immediate Reports shall be made to the Operations Control Center and NCTD Project Manager upon the Contractor having knowledge of the incident or issue:

a) All incidents, accidents, injuries, fatalities, revenue vehicles not pulled out or operated in accordance with the schedule, stoppage or major disruption of service, and major damage.

b) Operating rule violations resulting in discipline or an employee being removed from service.

c) Major vandalism or other illegal activity. The report shall be made concurrently to appropriate law enforcement agency.

d) NCTD Unusual Occurrence report or equivalent, including employee statements to be submitted to NCTD within 24 hours of an accident, incident, fire, explosion, force majeure, passenger injury, or other extraordinary event involving operations specified in this SOW.

e) The Contractor shall report all visits of regulatory inspectors within twenty-four (24) hours of notice of a visit and immediately when an inspector commences an inspection. The Contractor shall report the findings of regulatory inspectors on such visits as soon as the findings become available and furnish a copy to the NCTD representative.

f) Any order imposed by a competent regulatory authority.
19. **HOURLY RATES**

a) Any work not included in the base services or additional services shall be under the authority of exigent or emergency work and will not be a part of the subsequent contract. Appendix 24: “Emergency/Public Exigency Process”.

b) When and/or if such Additional Work items are requested by NCTD, the Contractor will be provided the relevant, additional information by NCTD, which will include scope, plans, specifications, or estimates of quantities of work to be performed or materials to be furnished by either NCTD or the Contractor, and a list of deliverables required. The Additional Work request will outline the desired timeline for the work to be completed, if known, or request a schedule and estimated milestones for the period of performance from the Contractor. NCTD may require the Contractor to prepare submittals or work plans, which shall indicate the Contractor's planned method for fulfilling the terms of the Additional Work request. Said submittals or work plans shall be subject to the NCTD's approval prior to the Contractor's commencement of work.

c) Additional Work pricing proposals should be included as part of the price sheets to this RFP.

**Additional notes:**
The Contractor shall provide titles of hourly employees and labor rates to include straight time and overtime for each employee. The Contractor is required to provide NCTD with cost and mark up, if any, for material, parts, and components and shall comply with FTA requirements for any procurement associated with work not included in the base service or for additional services.
20. IT REQUIREMENTS

a) The Contractor shall provide all equipment and network services including servers, workstations, laptops, routers, switches, telephones, cell phones wireless LAN (Local Area Network), Internet WAN (Wide Area Network) and telephone connections to support the Contractor's Systems used to provide services in the Agreement, except for the hardware and software provided by NCTD for specified applications listed in SOW Section 2.10 Business Systems, Information Systems, and Databases. All hardware should have a minimum of four years warranty. After warranties expire, equipment should be replaced and upgraded with most current available model and meet the software vendor's recommended configuration.

b) The Contractor shall be responsible for the cost of all computer hardware, software and communications upgrades not specifically required by NCTD. NCTD shall approve all computer equipment set up and installed by the Contractor, which shall comply with and adhere to NCTD standards. Such standards may change from time to time. Implemented hardware and software without prior approval by NCTD may be removed by NCTD. NCTD requires that the Contractor provide detailed design configurations and diagrams for all network infrastructure implemented by the Contractor.

c) The Contractor shall provide any internet services, analog and digital/data lines and phone equipment required by the Contractor to provide services in this Agreement.

d) The Contractor is responsible for protecting all servers and network equipment that they are responsible for under this agreement by Uninterruptible Power Supply (UPS), adequate cooling, ventilation and airflow; and power surge suppressor on all desktops and copier/printers.

e) The Contractor shall maintain and support all of the technology infrastructure including telecommunications, data center operations, power, cooling and UPS; network operations, backup/recovery services, data storage management services, system administration services; end user support of desktop computers, laptops and handheld devices to maintain a reliable end user computing and networking environment.

f) The Contractor is required to upgrade software and hardware to maintain a version supported by the hardware or software manufacturer.

g) The Contractor is required to update all software with any critical security patches that become available.

20.1 IT EQUIPMENT UTILIZATION POLICY

a) The Contractor shall operate and maintain all NCTD-owned IT Equipment (hardware and software) in accordance with Appendix 26: “NCTD Administrative Policy No. IT-8001 IT Systems Usage Policy”. Current NCTD policies prohibit removing updates and upgrades without expressed approval and prohibit removal of equipment from other than approved locations.

b) NCTD policies prohibit the use of NCTD-owned computer equipment for activities that are illegal, for personal profit, or for purposes other than in direct support of NCTD business requirements.

c) NCTD policies prohibit any device not previously approved by NCTD IT from being connected to any NCTD network.

20.2 DATA SECURITY AND OWNERSHIP

a) The Contractor shall take all reasonable precautions including, management of firewalls and prevention of unauthorized access to sensitive systems and data to ensure the safety, security and integrity, of any the Contractor/NCTD data produced, collected or maintained relative to the Agreement. This shall include, but is not limited to, safeguards and protections against unauthorized access, tampering, theft and damage from malicious computer code commonly
referred as viruses, Trojan horses and worms; and also, prevent and remove, adware, spyware and other forms of malware.

b) The Contractor shall provide a combination of network and application security, vulnerability, and risk and compliance management services, delivered on a common and standards-based infrastructure. The Contractor shall follow "Best Practice Methods" regarding network security including, connection to a third-party Internet Service Provider or wide-area-network connection to another location. A "Best Practice Method" is defined as one that follows general information systems recommendations for server hardware security, manufacturer and network operating system vendor recommendations, in areas including but not limited to routers, firewalls, network security, user permissions, virus scanning, e-mail content filtering and protection of key network passwords.

c) NCTD will own all operational data and reserves the right to request any operational data related to safety, security, or the operations and management not stored in the NCTD network. At the end of the Agreement, the Contractor will be required to provide all operational data to the NCTD in an agreed-upon electronic format.

d) Authorized NCTD staff shall be provided real-time, access to management information systems, data and reports for all available NCTD information. This data shall be able to be accessed from an NCTD network location, using common software over a secure connection.

20.3 ASSET ACCOUNTING, INVENTORY AND DISPOSITION

a) All current NCTD-owned assets, including computer hardware and software, paid for by NCTD and future procurements shall be clearly marked with asset labels identifying NCTD as the equipment owner and identifying each asset with a unique identification number. RFID asset labels can be obtained from NCTD IT to aid in tracking of IT assets.

b) A NCTD master list of all supplied equipment shall be signed by the Contractor upon delivery. A copy of the signed inventory list shall be kept by both parties. Periodic inventories, but not less than one per year shall be performed on a regular basis by the Contractor who will certify that all equipment is accounted for and in working condition, or has been declared surplus and is available for NCTD-directed disposition.

c) All IT equipment, provided or owned by NCTD shall be returned to NCTD upon Contract termination in useable condition, normal wear and tear excepted. All equipment purchased using NCTD funds shall become the property of NCTD, and all surplus equipment shall be returned to NCTD for disposition.

20.4 BUSINESS CONTINUITY AND DISASTER RECOVERY

a) The Contractor shall perform all data backup at server level on the Contractor's Systems used to provide Services in the Agreement on daily, weekly and monthly frequencies. Backup involves integrated recovery capabilities for operating systems, databases, applications and telephone recordings. NCTD reserves the right to review and monitor these backups to ensure they are completed as scheduled. Daily backup will remain in-house for quick data recovery. Weekly and monthly data will be sent offsite for storage and data retention. All data will be stored and retained throughout the term of the Contract.

b) The Contractor shall be able to provide a temporary workplace environment or alternate work sites during a disaster if the East and West facilities are unavailable for any reason whatsoever. The Contractor is required to perform annual (at a minimum) disaster recovery failover testing and will provide detailed information regarding testing methodology and estimated amount of time needed to complete the testing on the Contractor’s systems used to provide services in the Agreement, including network recovery as part of its IT Plan. NCTD reserves the right to participate in the disaster recovery failover testing.
c) NCTD will randomly audit data backup for adherence to this requirement.
COORDINATION AND COMPLIANCE WITH REGULATORY AGENCIES

a) The Contractor is responsible for maintaining compliance with all applicable Federal, State, and local laws and regulatory requirements.

b) The Contractor shall consult, closely coordinate with, and receive approval from NCTD, prior to initiating contact with any regulatory agencies, including the FTA, PUC, CHP, and the Transportation Security Administration (TSA). The Contractor shall keep NCTD fully apprised, both by immediate oral notification and in writing, of any such discussions with regulatory personnel.

c) The Contractor shall immediately notify NCTD when regulatory inspectors are on NCTD property and shall immediately provide all inspection reports issued by regulators to NCTD. When the regulator recommends a violation or cites a defect, the Contractor shall provide NCTD Safety Division Chief with a written remedial action plan, which addresses how it intends to resolve (or has already resolved) all the violations, and any mitigating circumstances that led to violation. The Contractor will provide the NCTD Safety Division Chief with any inspection reports recommending violation. Any and all penalties and fines imposed regarding the violation of State and Federal codes, regulations, and laws shall be paid by the Contractor inasmuch as the violation occurs as a result of the Contractor's failure to perform as required by the Contract.

d) The Contractor shall maintain a current understanding of all applicable and pending regulations that may have an impact upon operations specified within this SOW. This would also include any form of Emergency Order, Safety Advisory, Recommendation, etc. issued by a government/regulatory agency. The Contractor shall maintain these documents and provide adequate training to their staff for new regulatory requirements, safety program enhancements, and retraining regarding current regulations to ensure that all employees affected by such changes are properly informed and trained in a timely manner.

e) The Contractor will also be required to provide NCTD’s Safety Division, for approval, a draft written response to all regulatory Advisories, Emergency Orders, Government Recommendations, etc. detailing the steps that the Contractor will take to meet the requirements outlined in each document.

f) NCTD will require a pro-active approach by the Contractors when addressing regulatory and or safety concerns and the Contractor shall demonstrate to NCTD that every effort has been made to achieve the level of safety outlined by such notifications, advisories, and other communications.

g) NCTD will have the authority to mandate that any of the SOW related items listed in said documents issued by regulatory or safety agencies are complied with as NCTD deems applicable.
22. MOBILIZATION

22.1 MOBILIZATION SERVICES

a) The Contractor is scheduled to have a minimum of six (6) months between the Notice to Proceed and the Commencement Date to mobilize. During the mobilization period, the Contractor shall undertake all steps necessary to successfully commence Contract Services on the Commencement Date.

b) No later than sixty (60) days after the Notice to Proceed, the Contractor shall complete a contract assumption and joint audit and inspection of facilities, vehicles, and equipment related to this SOW. The Contractor has the option of retaining an independent auditing/inspection firm or self-performing the audit. Costs associated with conducting this audit, shall be included in the Contractor’s Mobilization Plan. This initial audit and inspection will establish the benchmark used to assess the condition and normal wear and tear at the termination of the Contract.

Except for rebuilds/capital work that the Contractor will have agreed to perform as part of this Contract, all deficiencies to NCTD assets will be corrected before and/or during the mobilization phase of this Contract, and the related costs of the necessary corrections will not be allocated/borne by the Contractor. In accordance with the foregoing, NCTD’s fleet is, and/or will be, at the effective date of the Contract in a “state of good repair”, subject to the overhauls/capital work that the Contractor will have agreed to perform as part of this Contract. In the event, that there are items not in a “state of good repair”, NCTD will compensate the Contractor for performing any work to achieve a “state of good repair” to the extent that such work is outside of normal preventive maintenance activities that would be required during a normal maintenance cycle.

c) As part of the Mobilization Services, the Contractor shall prepare and submit to NCTD all specific plans identified herein. Each plan shall be in a format to be agreed upon with NCTD before its submission.

d) Each plan shall be submitted within the time periods specified on the mobilization and procurement schedule. The Contractor shall report on the development of each plan at weekly review meetings with NCTD.

e) Each plan shall be approved by NCTD before it is implemented. If NCTD requires changes to a plan to reflect the Contractor’s obligations under the contract, the Contractor shall review the plan and re-submit it for NCTD’s review and written approval.

f) The hiring deadlines for the following positions must be completed by 30 days after the Contract is signed (documentation required to NCTD Program Manager by close of business on the 15th day after the contract is signed):

- General Manager
- Deputy General Manager – BREEZE Operations;
- Deputy General Manager – LIFT and FLEX Operations;
- Deputy General Manager – Maintenance of Equipment and Facilities;
- Deputy General Manager for Safety and Training;

The above staff must be on site in Oceanside no later than 45 days after the contract is signed.

All other Key Management Personnel must be hired and on site (in place) no later than 60 days after the contract is signed.
22.2 MOBILIZATION SERVICES MASTER PLAN

a) Proposers are required to submit a draft Mobilization Service Master Plan to support its costs and activities during the Mobilization Period. After the contract has been awarded and NTP issued, the successful contractor will have 30 calendar days to submit a final Mobilization Services Master Plan.

b) The Mobilization Services Master Plan shall identify all Mobilization Services to be performed by the Contractor prior to the Commencement Date. The Master Plan will include preparation of all specifically required plans including the designated elements of the System Safety Program Plan, Quality Control Guidelines, a staffing plan, a training plan, an equipment maintenance plan, and a drug and alcohol testing program. The Mobilization Master Plan will include the timeline for implementing training for understanding and use of JD Edwards and other key operational systems and databases.

c) The Mobilization Services Master Plan shall include a narrative description of all tasks, objectives, and deliverables required to successfully execute the Mobilization Services and prepare each plan.

d) The Mobilization Services Master Plan shall include a detailed schedule identifying the progress and sequence for completing all tasks within the Mobilization Services. The schedule shall identify all contractual milestone dates, specified dates for submission of plans and critical paths of activities.

e) The Mobilization Services Master Plan shall include an organizational chart identifying the Contractor's and any sub-contractor(s) key management personnel, their responsibilities, and relationships. The Contractor will use Microsoft Project for calendar and tracking of the Mobilization master Plan.

[Remainder of page intentionally left blank]
APPENDICES

Appendix 1. Hyperlinks to Reference Documents
Appendix 2. Support Equipment Inventory
Appendix 3. Facilities Descriptions
Appendix 4. List of Current NCTD Programs, Plans, Policies, and SOPs
Appendix 5. NCTD Non-Revenue Vehicle and Revenue Vehicle Inventory
Appendix 6. NCTD Administrative Policy OPS-3000 Vehicle Usage
Appendix 7. Current Staffing Levels
Appendix 8. Teamsters and NCTD MOU RE: RFP
Appendix 9. Teamsters Union Contact Information
Appendix 10. Seniority and Wage Progression for LIFT Operators, Bus Operators, Facility Personnel, and Fleet Personnel
Appendix 11. Route Descriptions, Service Span, and Frequency
Appendix 12. BREEZE 10 Year Estimate of Projected Miles/Hours
Appendix 13. NCTD Fleet Management Plan
Appendix 14. FLEX Service Zones/Areas
Appendix 15. NCTD Brand Guidelines
Appendix 16. NCTD Decals for BREEZE, LIFT, and FLEX
Appendix 17. Facility Asset Lists With Furniture List
Appendix 18. NCTD Facility Management Maintenance Plan
Appendix 19. NCTD Cleaning Standards and Sample Schedules
Appendix 20. Facility General Inspection Checklists
Appendix 21. NCTD Support Equipment Asset List
Appendix 22. Capital Spare Parts
Appendix 23. Contractor Deliverables List
Appendix 24. Emergency/Public Exigency Process
Appendix 25. NCTD Vehicle Cleanliness and Appearance Policy
Appendix 26. NCTD Administrative Policy No. IT-8001 Information Technology Systems Usage Policy
Appendix 27. NCTD Storm Water Management Plan
Appendix 28. Supervisor Sector Zone Map
Appendix 29. NCTD List of Bus Stops
Appendix 30. NCTD Administrative Policy and Procedure No. ADM–1009 Rail and Bus Advertising Wraps
Appendix 31. BREEZE Contingency Service Plan
Appendix 32. Service Change Statistics
Appendix 33. NCTD Administrative Policy No. STE-2001 NCTD Video Surveillance on NCTD Vehicles and Locations
EXHIBIT B – COMPENSATION METHODOLOGY AND COST FORMS

COMPENSATION FOR SERVICES

NCTD will pay for satisfactory and complete performance of work per the methodology specified in the final negotiated Contract.

a) Total amount to be remitted by NCTD to Contractor for all services satisfactorily performed under this Agreement may not exceed $___________ for the seven (7) year base term of the Agreement and $_______ if the three (3) year option is executed (amounts to be completed during negotiation).

b) Contractor will be paid on a monthly basis in arrears. CONTRACTOR shall submit one (1) invoice to NCTD for work performed during the previous month. Invoice(s) must be submitted to NCTD by the 10th day of the month following the period in which the services were performed and must contain date, contract/RFP number, supporting documentation, and invoice amount. The Contractor shall also submit the Subcontractor report with the invoice on a monthly basis.

c) Advance payments are prohibited. Payment will be made only for actual services that have been received.

d) Contractor shall submit invoices free of mathematical errors and/or missing supporting documentation. Upon finding an error and/or missing documentation, NCTD will return the invoice to the Contractor. Contractor shall promptly resubmit the revised invoice to NCTD. Failure to identify an error does not waive any of NCTD’s rights.

e) NCTD shall pay for the purchase of services within thirty (30) calendar days after receipt and approval of a correct invoice. Any prompt payment terms offered must be clearly noted by Contractor on all invoices submitted to NCTD. Payment of invoice(s) will be delayed if an invoice is submitted incorrect or incomplete.

f) Contractor may propose a performance incentive plan to incorporate into this contract. If a performance incentive plan is approved, the Contractor monthly invoice shall include incentives earned.

Compensation Methodology

As part of this RFP, the Contractor has made Productivity Commitments related to directly hired revenue vehicle operators, directly hired maintainers (fleet and facility), and LIFT ADA Paratransit revenue passengers carried per revenue hour. These Productivity Commitments are risks assumed by the Contractor and shall be included in the Contractor’s Staffing Plan and Cost Proposal associated with the Services specified in this SOW.

The compensation to the Contractor for services under this Agreement shall be based on:

a) CONTRACT, BREEZE Fixed Route, LIFT ADA Paratransit, and FLEX General Administration: Wages, benefits, and other costs compensated on the basis of a Base
Monthly Fee. These costs shall be specified by mode except where costs support all modes in which case they shall be identified as “Contract General Administration” costs. NCTD shall compensate the selected Proposer for the actual expenditure for wages and benefits for positions hired as approved in the Cost Proposal and made part of the final negotiated Contract. Other General Administration costs such as office supplies, workers compensation, and insurance will also be compensated as a Monthly Fee.

b) BREEZE Fixed Route Transportation-Bus Operator Costs (Wages and Benefits Only): The minimum hours worked per vehicle operator is one of the Contractor's Minimum Guaranteed Productivity standards provided as part of this RFP. The Contractor will be compensated on the basis of a Base Monthly Fee. NCTD shall compensate the selected Proposer for the actual expenditure for wages and benefits for positions hired as approved in the Cost Proposal and made part of the final negotiated Contract.

c) BREEZE Fixed Route, LIFT ADA Paratransit, and FLEX Revenue Vehicle Maintenance Personnel: The minimum hours worked per vehicle operator is one of the Contractor's Minimum Guaranteed Productivity standards provided as part of this RFP. The Contractor will be compensated on the basis of a Base Monthly Fee. NCTD shall compensate the selected Proposer for the actual expenditure for wages and benefits for positions hired as approved in the Cost Proposal and made part of the final negotiated Contract.

d) BREEZE Fixed Route, LIFT ADA Paratransit, and FLEX Revenue Vehicle Maintenance Parts and Materials: Rate per Revenue Mile multiplied by Revenue Vehicle type for the Revenue Miles actually operated for each mode separately.

e) Support Vehicle Maintenance Personnel: The minimum hours worked per maintainer is one of the Contractor’s Minimum Guaranteed Productivity standards provided as part of this RFP. The Contractor will be compensated on the basis of a Base Monthly Fee. NCTD shall compensate the selected Proposer for the actual expenditure for wages and benefits for positions hired as approved in the Cost Proposal and made part of the final negotiated Contract.


g) Facility and Equipment Maintenance Personnel: The minimum hours worked per maintainer is one of the Contractor’s Minimum Guaranteed Productivity standards provided as part of this RFP. The Contractor will be compensated on the basis of a Base Monthly Fee. NCTD shall compensate the selected Proposer for the actual expenditure for wages and benefits for positions hired as approved in the Cost Proposal and made part of the final negotiated Contract.

h) Facility and Equipment Parts and Material: Base Monthly Fee.

i) LIFT ADA Paratransit Service Transportation-Vehicle Operator Costs (Wages and Benefits Only): The minimum hours worked per vehicle operator is one of the Contractor’s Minimum Guaranteed Productivity standards provided as part of this RFP. The Contractor will be compensated on the basis of a Base Monthly Fee. NCTD shall compensate the selected Proposer for the actual expenditure for wages and benefits for positions hired as approved in the Cost Proposal and made part of the final negotiated Contract. The Contractor will receive full reimbursement for approved work performed by approved sub-contractors in accordance with the final Contract on a monthly basis.

j) FLEX Deviated or Non-ADA Demand Response Transportation (Wages and Benefits Only): The minimum hours worked per vehicle operator is one of the Contractor’s Minimum Guaranteed Productivity standards provided as part of this RFP. The Contractor will be
compensated on the basis of a Base Monthly Fee. NCTD shall compensate the selected Proposer for the actual expenditure for wages and benefits for positions hired as approved in the Cost Proposal and made part of the final negotiated Contract. The Contractor will receive full reimbursement for approved work performed by approved sub-contractors in accordance with the final Contract on a monthly basis.

k) Bus Bridge – The Contractor will be compensated on Rate per Revenue Mile multiplied by the Revenue Miles Operated. The Contractor will only be entitled to compensation if the wait/staging time negatively impacts the Base Monthly Fee as reflected in a reduction in the scheduled service miles specified for that specific service day.

l) Rail Replacement Service: The revenue rate per hour that the Contractor has contracted with an approved sub-contractor(s) to provide this service as described in the SOW. For direct Contractor labor for providing Rail Replacement Service, the Contractor will be compensated on the actual costs above the Base Monthly Fee.

m) Overhead Rate: NCTD will compensate the Contractor for overhead related to ongoing business expenses not including or related to direct labor, direct materials or third-party expenses that are billed directly to customers as approved in the cost proposal and made part of the final negotiated Contract. NCTD shall audit the Contractor’s proposed audit rate to determine the reasonableness of included costs that result in the overall proposed Overhead Rate.

n) Profit Rate: The Contractor shall be paid a profit rate of _______% (percentage to be completed during negotiation). The Contractor is also subject to performance incentives and liquidated damages as specified in the final Contract.

o) Mobilization costs: The cost of the CONTRACTORS defined requirements of the RFP prior to July 1, 2017, and outlined in the proposed cost sheet. NCTD shall compensate the selected Proposer for the actual expenditure for mobilization costs.

Scope of Compensation.

(1) Inclusion in Fees and Rates. Except as provided in paragraph (2) of this subsection, the compensation provided to the Contractor as described in this Section shall cover all costs of services provided and Work performed under this Agreement, including (A) all costs of operating, maintaining and repairing the Revenue Vehicles and replacing vehicle components and parts as necessary; (B) all costs of maintaining and repairing the Support Vehicles (whether supplied by the NCTD or the Contractor) and replacing vehicle components and parts as necessary; (C) the costs of all Equipment, materials, and supplies (including spare parts and tires) necessary for the performance of services (other than Equipment provided by the NCTD); (D) all costs of maintaining, repairing, and replacing all equipment or supplies; (E) all costs of training; (F) all costs associated with the implementation of the Contractor’s required plans and programs; and (G) the cost of repairs and parts for vehicle accident damage; (H) the cost for Management,Dispatching and Supervision of NCTD’s Fixed Route services; (I) the cost for Management, Dispatching and Supervision of NCTD’s Vehicle Maintenance Paratransit services and Demand Response Services (LIFT & FLEX); (J) the cost of Facilities Maintenance services; (k) the cost of relocating bus stop signs, furniture, and repair/replacement of bus stop furniture and or shelter. The Contractor shall have no other right or claim to compensation, payment, or reimbursement from NCTD.

(2) Exclusion from Fees and Rates. The Contractor shall not be responsible for (A) fuel costs of the Revenue and Support Vehicles used in providing services under this Agreement; (B)
maintenance costs of radio equipment; (C) costs of wireless network for fare boxes, and garage systems, and costs of NCTD’s management information and scheduling software as specified in the SOW; (D) major engine and transmission overhauls as provided in Section 12.8; and (E) Revenue and support vehicle replacement except as provided in Section 12.10.5.
EXHIBIT C – LIQUIDATED DAMAGES

Operating a safe, reliable and cost-effective transit system is essential for NCTD riders who utilize it for their mobility and for taxpayers who subsidize NCTD’s operations. Given the importance of the safety, reliability and cost-effectiveness of the service, NCTD has established performance standards which define our expectations for BREEZE fixed route bus, LIFT paratransit, FLEX and maintenance service. Liquidated damages are intended to offset the negative impacts that substandard service has on NCTD’s customers and the cost of doing business and to encourage the Contractor to be proactive in improving its performance. Proposers are prohibited from including costs in its proposal to offset liquidated damage(s) assessment.

Substandard performance results in negative customer and public perception along with added cost to the District in terms of staff time to address dissatisfied customers, members of the public, additional staff time to process customer comments and complaints, and other costs which may result from a damaged reputation and/or loss of the public’s confidence. Given the difficulty of quantifying these costs, the liquidated damages set forth herein represent reasonable estimates of the costs which may be incurred as a result of substandard performance.

All performance standards and liquidated damage clauses will be strictly enforced. All performance specifications must be strictly adhered to in order to provide the highest level of quality service possible. NCTD shall monitor the Contractor in its performance of the Contract to ensure adherence to all performance specifications. Performance indicators are metrics developed by NCTD using a combination of historical data and peer data to measure the Contractor’s performance.

Performance standards listed below are for the entire term of the contract. NCTD representatives may, without prior notice, ride in Contractor-operated vehicles and monitor overall transit service to ensure compliance with this Scope of Work and the Contract. NCTD shall review and modify these performance requirements and metrics as deemed necessary to facilitate continuous improvement of service. The Contractor shall participate in this monitoring and provide feedback to improve performance management.

To receive maximum compensation, the Contractor shall meet or exceed the following standards on a monthly basis, or at the intervals specified below for each individual performance standard. For the following performance goals, if the Contractor fails to meet contracted standards, liquidated damage amounts will be deducted from the Contractor’s total monthly invoice amount. The Contractor agrees that a violation of any of the liquidated damage provisions in this Contract will cause NCTD to incur damages that NCTD has justified in the Liquidated Damages Justification provided within this Section of the RFP. The Contractor agrees that these liquidated damages are reasonable.

NCTD will consider, at its sole discretion, not implementing and or eliminating liquidated damages for the following if the Contractor and the Union develop a written progressive disciplinary approach that is acceptable to NCTD along with proper documentation of sufficient training for:

- Operator Uniform Compliance
- Operator Announcement of Stops
- Operator Fare Collection and Operations
- Operator Accessible Features Operations
- Operator Customer Relations

All liquidated damage assessments, as identified by NCTD, shall be communicated in writing on a monthly basis not later than 5 days after the end of the month and will be applied to the next monthly invoice with the Contractor showing the reduction on its invoice for the month in which the assessment occurred.

LIQUIDATED DAMAGES

1. BREEZE On-time Performance: On-time performance is calculated using arrival times at captured designated time points within the Regional Transportation Management System (RTMS). A bus is considered on time if it arrives at a time point either before, at, or up to five (5) minutes past the scheduled time. A bus is considered late if it arrives at a time point six (6) or more minutes past the
scheduled time. Performance will be measured on a monthly basis using an aggregate of time point data for all routes operated from the East and West transit facilities. The on-time performance standard is 88% or above. NCTD will assess liquidated damages for failure to achieve the performance standard as follows:

<table>
<thead>
<tr>
<th>On-time Performance %</th>
<th>Liquidated Damage</th>
</tr>
</thead>
<tbody>
<tr>
<td>87.99% - 86%</td>
<td>-$3,000</td>
</tr>
<tr>
<td>85.99% - 84%</td>
<td>-$5,000</td>
</tr>
<tr>
<td>83.99% and below</td>
<td>-$7,000</td>
</tr>
</tbody>
</table>

Embedded in the performance standard are allowances for GPS anomalies, service delays, incidents/accidents, vehicle breakdowns and schedule adjustments. NCTD will not consider adjustments to on-time performance for any of the abovementioned occurrences. In addition, for any underperforming route, that achieves less than ninety-five percent (95%) on-time performance for two (2) consecutive months, the Contractor shall provide NCTD an analysis and resolution plan in writing to bring the underperforming routes into compliance. The Contractor shall provide NCTD the analysis and resolution plan within twenty one (21) calendar days following the end of the second month of the identified underperforming route(s). The analysis shall include, but not limited to: an on-time performance report by time point (as obtained from NCTD’s RTMS) by route and by assigned bus operators; any route anomalies (e.g. detours, construction, etc.); resource availability (bus operators and vehicles); and passenger load issues that may be contributing to the underperformance of the route(s). NCTD and the Contractor will meet to review the analysis report and resolution plan, as necessary. If the review identifies route underperformance due to circumstances under the Contractor's control or non-compliance to Contract requirements, the Contractor will have thirty (30) calendar days from the review date, unless otherwise approved by NCTD, to bring the route(s) into compliance.

2. LIFT and FLEX On-time Performance (Overall Service): Vehicle shall arrive at pick up location within the pickup window (0/+30 minutes) of scheduled pick up time. In addition, if the vehicle arrives before the scheduled pickup time and the passenger consents to leave early, the trip will be counted as on-time. NCTD will assess liquidated damages of (insert actual NCTD cost per trip) for every trip that arrives outside the pickup window (0/+30 minutes).

3. BREEZE Missed Revenue Hours: Revenue hours are defined as the measure of scheduled hours of service available to passengers for transport on the routes. This also includes hours operated due to detours (planned or unplanned). Revenue hours excludes time for deadhead, vehicle maintenance or bus operator testing, school bus service, charter/special event and/or bus bridge service, and time planned for scheduled services not operated due to unforeseen incidents/accidents (preventable or non-preventable) and vehicle breakdowns. Revenue hours are calculated for each route. For purposes of reporting revenue service (miles, hours and trips), the National Transit Database definition shall be followed. Missed revenue hours will be reported on a monthly basis as documented by the Division Dispatch and/or OCC and measured by being divided by the total scheduled revenue hours for the month and or based on RTMS data. The performance standard for missed revenue hours requires that 100% of total scheduled revenue hours be provided. NCTD will assess liquidated damages equivalent to the actual cost of providing a revenue hour of service multiplied by the actual percentage amount of missed revenue as calculated over a monthly basis for all missed service of scheduled revenue hours.

4. LIFT and FLEX Abandoned Trip: A trip is considered abandoned if the vehicle does not wait the required time within the pickup window, there is no contact with the rider, and the vehicle departs without the rider, or the vehicle does not arrive at the pickup location and the passenger still wants to make the trip. Similarly, if a vehicle arrives early, before the beginning of the pickup window, the passenger does not board, and the vehicle departs before the scheduled pickup time, that should
also be coded as an abandoned trip. NCTD will assess liquidated damages of (insert double actual NCTD cost per trip) for every trip that meets the parameters above.

5. LIFT and FLEX Travel Time: LIFT and FLEX service is intended to provide service which is comparable to that provided on NCTD’s buses and trains. A trip’s travel time is considered to be excessive if it is comparatively much longer than a trip on fixed route service. A paratransit trip should be comparable in length to an identical trip on the fixed route system, including the time necessary to travel to the bus stop, wait for the bus, actual riding time, transfers, and travel from the final stop to the person’s ultimate destination. Travel times for comparable trips on fixed route service will be verified using Google Maps, which also accounts for the required passenger walking travel time to and from a bus stop or light rail station. Travel time on a LIFT or FLEX trip shall not be longer than a comparable fixed route trip. The performance standard for this metric requires that a minimum of 99.5% of trips are provided in a manner comparable with fixed route service. NCTD will assess liquidated damages on a monthly basis in the amount of $50.00 per trip below the 99.5% minimum standard in which the travel time is found to be excessive.

6. LIFT Passengers per Revenue Hour: Passengers per hour is based on Revenue Hours and will be evaluated on a monthly basis. NCTD will assess liquidated damages equal to the actual cost difference between Contractor’s Productivity Commitment Compared to its Actual Performance for failure to achieve the Contractor’s performance productivity commitment submitted and finalized in the Contract.

7. BREEZE Contractor Influenced Customer Contact: A Contractor influenced customer contact is any customer contact received and logged in NCTD’s Customer Service System database in which the Contractor or its employee is alleged to have failed to perform the required service appropriately. This metric will be measured monthly per 100,000 boardings as reported by the NCTD. Embedded in the schedule is an allowance for potentially invalid complaints. NCTD will not consider arguments pertaining to complaint validity. The performance standard is 17 or less customer contacts per 100,000 boardings. NCTD will assess liquidated damages for failure to achieve the performance standard as follows:

<table>
<thead>
<tr>
<th>Contact Rate</th>
<th>Liquidated Damage</th>
</tr>
</thead>
<tbody>
<tr>
<td>17.01-18.00</td>
<td>-$1,000</td>
</tr>
<tr>
<td>18.01-19.00</td>
<td>-$1,500</td>
</tr>
<tr>
<td>19.01 and above</td>
<td>-$2,000</td>
</tr>
</tbody>
</table>

8. LIFT Contractor Influenced Customer Contact: A Contractor influenced customer contact is any customer contact received and logged in NCTD’s Customer Service System database in which the Contractor or its employee is alleged to have failed to perform the required service appropriately. This metric will be measured monthly per 1,000 boardings as reported by NCTD. The performance standard is one and one-half (1½) or less customer complaints per 1,000 boardings. NCTD will assess liquidated damages for failure to achieve the performance standard as follows:

<table>
<thead>
<tr>
<th>Contacts per 1,000 Boardings</th>
<th>Liquidated Damage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each valid complaint over 1.5 per 1,000 boardings</td>
<td>-$50</td>
</tr>
</tbody>
</table>

9. FLEX Contractor Influenced Customer Contact: A Contractor influenced customer contact is any customer contact received and logged in NCTD’s Customer Service System database in which the Contractor or its employee is alleged to have failed to perform the required service appropriately. This
metric will be measured monthly per 1,000 boardings as reported by NCTD. The performance standard is one-half (½) or less customer complaints per 1,000 boardings. NCTD will assess liquidated damages for failure to achieve the performance standard as follows:

<table>
<thead>
<tr>
<th>Contacts per 1,000 Boardings</th>
<th>Liquidated Damage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each valid complaint over 0.5 per 1,000 boardings</td>
<td>-$50</td>
</tr>
</tbody>
</table>

10. Ninety-five percent (95%) of all incoming calls for service shall be answered within one (1) minute within any sixty (60) minute period as measured for the month and ninety-nine percent (99%) answered within two (2) minutes within any sixty (60) minute period as measured for the month. NCTD will assess a liquidated damage in the amount of $50 for each sixty (60) minute period that does not achieve or exceed this performance standard for the month.

11. LIFT and FLEX Abandoned Telephone Calls: An abandoned telephone call is defined as an inbound call to the Contractor which is terminated by the caller (for any reason) after being on-hold more than two (2) minutes. The performance standard is a call abandonment rate of no more than six percent (6%) of all incoming calls for service as measured on a monthly basis. NCTD will assess liquidated damages for failure to achieve the performance standard as follows:

<table>
<thead>
<tr>
<th>% of Abandoned Calls</th>
<th>Liquidated Damage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each percentage point above 6%</td>
<td>-$500</td>
</tr>
</tbody>
</table>

12. BREEZE Total Preventable Accidents per 100,000 Revenue Miles: NCTD considers safety to be more important than any other aspect of the service to be provided. For reporting purposes, an accident means an occurrence associated with the operation of a vehicle, if as a result: (1) an individual dies; or (2) an individual suffers bodily injury and immediately receives medical treatment away from the scene of the accident; or (3) with respect to an occurrence in which the mass transit vehicle involved is a bus, electric bus, van, or automobile, one or more vehicles (including non-FTA funded vehicles) incurs disabling damage as the result of the occurrence and such vehicle or vehicles are transported away from the scene by a tow truck or other vehicle (49 CFR Part 655.4). The term accident does not include an occurrence involving only the boarding or alighting from a stationary motor vehicle (49 CFR Part 390.5). A preventable accident is defined as an occurrence involving a motor vehicle that results in an accident in which the bus operator in question failed to exercise every reasonable precaution to prevent it. Preventable accidents shall be reported per regulatory and NCTD requirements. The performance standard is one (1) or less preventable accidents per 100,000 revenue miles. NCTD will assess liquidated damages for failure to achieve the performance standard as follows:

<table>
<thead>
<tr>
<th>Accident Rate</th>
<th>Liquidated Damage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.01-1.15</td>
<td>-$1,000</td>
</tr>
<tr>
<td>1.16-1.25</td>
<td>-$1,500</td>
</tr>
<tr>
<td>1.26 and above</td>
<td>-$2,000</td>
</tr>
</tbody>
</table>

13. LIFT and FLEX Total Preventable Accidents per 10,000 Revenue Miles: NCTD considers safety to be more important than any other aspect of the service to be provided. For reporting purposes, an accident means an occurrence associated with the operation of a vehicle, if as a result: (1) an individual dies; or (2) an individual suffers bodily injury and immediately receives medical treatment
away from the scene of the accident; or (3) with respect to an occurrence in which the mass transit vehicle involved is a bus, electric bus, van, or automobile, one or more vehicles (including non-FTA funded vehicles) incur disabling damage as the result of the occurrence and such vehicle or vehicles are transported away from the scene by a tow truck or other vehicle (49 CFR Part 655.4). The term accident does not include an occurrence involving only the boarding or alighting from a stationary motor vehicle (49 CFR Part 390.5). A preventable accident is defined as an occurrence involving a motor vehicle that results in an accident in which the bus operator in question failed to exercise every reasonable precaution to prevent it. Preventable accidents shall be reported per regulatory and NCTD requirements. The performance standard is 0.10 or less preventable accidents per 10,000 revenue miles. NCTD will assess liquidated damages on a quarterly basis for failure to achieve the performance standard. The following table shows the liquidated damages associated with accident frequency.

<table>
<thead>
<tr>
<th>Accident Rate</th>
<th>Liquidated Damage*</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.10/10,000-0.19/10,000</td>
<td>-$1,000</td>
</tr>
<tr>
<td>0.20/10,000-0.29/10,000</td>
<td>-$2,000</td>
</tr>
<tr>
<td>0.30/10,000 and above</td>
<td>-$3,000</td>
</tr>
</tbody>
</table>

*Liquidated damages are to be evaluated and applied on a quarterly basis

14. BREEZE Total Miles between Road Failure: Road failures not only inconvenience riders. They interfere with on-time performance, reduce fleet capacity and create an increased risk to the safety of passengers and employees. A road failure is any disruption of service caused by a mechanical failure which results in the dispatch of a maintenance or supervisory vehicle to correct and/or the removal or replacement of the motor vehicle while in revenue service. As defined in the National Transit Database any trip that cannot be started or completed due to a mechanical failure shall be counted as a road failure, regardless of any loss of service. This would also include tires. Such mechanical failures shall not include those caused by issues related to passenger incidents and non-preventable accidents. The Contractor shall document total miles (deadhead and revenue) as recorded between road calls on a monthly basis. The performance standard is 14,000 total miles or above between road failures. NCTD will assess liquidated damages for failure to achieve the performance standard. The following table shows the liquidated damages associated with this performance standard.

<table>
<thead>
<tr>
<th>Total Miles Between Road Failures</th>
<th>Liquidated Damage</th>
</tr>
</thead>
<tbody>
<tr>
<td>13,999— 13,000</td>
<td>-$1,000</td>
</tr>
<tr>
<td>12,999— 12,000</td>
<td>-$1,500</td>
</tr>
<tr>
<td>11,999 and below</td>
<td>-$2,000</td>
</tr>
</tbody>
</table>

15. Total Miles between Road Failures (LIFT/FLEX Combined): Road failures not only inconvenience riders. They interfere with on-time performance, reduce fleet capacity and create an increased risk to the safety of passengers and employees. A road failure is any disruption of service caused by a mechanical failure which results in the dispatch of a maintenance or supervisory vehicle to correct and/or remove or replace the motor vehicle while in revenue service. As defined in the National Transit Database any trip that cannot be started or completed due to a mechanical failure shall be counted as a road failure, regardless of any loss of service. This would also include tires. Such mechanical failures shall not include those caused by issues related to passenger incidents and non-preventable accidents. The Contractor shall document total miles (deadhead and revenue) as recorded between road calls on a monthly basis. The performance standard is 55,000 total miles or above between road failures. NCTD will assess liquidated damages for failure to achieve the
performance standard. The following table shows the liquidated damages associated with this performance standard.

<table>
<thead>
<tr>
<th>Total Miles Between Road Failures</th>
<th>Liquidated Damage</th>
</tr>
</thead>
<tbody>
<tr>
<td>54,999 — 45,000</td>
<td>-$1,000</td>
</tr>
<tr>
<td>44,999 — 35,000</td>
<td>-$1,500</td>
</tr>
<tr>
<td>34,999 and below</td>
<td>-$2,000</td>
</tr>
</tbody>
</table>

16. BREEZE, LIFT and FLEX Overall Vehicle Appearance: NCTD, with input from the Contractor, will develop the standards for bus appearance (including graffiti and body damage) and cleanliness; compliance with the standards will be determined as the bus enters service or is noted as available to leave the facility yard for service. NCTD reserves the right to reasonably direct the Contractor to replace vehicle(s) in revenue service which are observed to have excessive or atypical conditions or inoperable system(s). If any revenue or non-revenue vehicle fails to comply with NCTD's standards regarding appearance, NCTD will assess liquidated damages in the amount of $100.00 per occurrence.

17. BREEZE, LIFT and FLEX Late or Inaccurate Reports or Data: If the Contractor fails to comply with NCTD's reporting requirements either by submitting reports, information, or data after the due date and time or by submitting inaccurate reports, information, or data, NCTD will assess liquidated damages in the amount of $100.00 for each occurrence per month in which a failure to comply occurs.

18. BREEZE, LIFT and FLEX Operator Uniform: NCTD will conduct routine monitoring of service, including on-board ride checks. For each instance when NCTD observes an Operator or road supervisor who do not meet the uniform appearance standard while on duty, NCTD will assess liquidated damages in the amount of $50.00 per occurrence.

19. BREEZE, LIFT and FLEX Operator Fare Collection and Operation: For each occurrence in which the Contractor fails to collect fare(s) in adherence to the regional fare structure or where improper farebox operation by the Contractor's employee occurs, NCTD will assess liquidated damages in the amount of $50.00 per occurrence.

20. BREEZE, LIFT and FLEX Operator Controlled ADA Accessibility Features: For each occurrence in which the Contractor bus operator refuses to accommodate a passenger request to board or alight a bus utilizing the ramp/lift (49 CFR Part 37.165), and/or the bus operator refuses to board a passenger with a service animal (49 CFR Part 37.167), and/or the bus operator fails to announce stops in compliance with 49 CFR Part 37.167 or fails to announce a stop during the malfunction of a vehicle's annunciator system or as requested by a passenger, NCTD will assess liquidated damages in the amount of $500.00 per occurrence.

21. BREEZE, LIFT and FLEX Key Personnel: For all key personnel, the Contractor will fill vacated positions with NCTD approved persons within 60 calendar days of the position(s) becoming open. Failure to do so may result in liquidated damages of $150.00 per day per each vacated position.

22. BREEZE, LIFT and FLEX Customer Relations: For each occurrence that the Contractor fails to initially respond to inquiries or complaints through NCTD’s Customer Service Department within seven (7) days, NCTD will assess liquidated damages in the amount of $50.00 per occurrence.

23. BREEZE, LIFT and FLEX Weekly Vehicle Inspections: If vehicle was not inspected as outlined in this agreement, NCTD will assess liquidated damages in the amount of $100.00 per day per vehicle per incident each month.
24. BREEZE, LIFT and FLEX Running Repairs: If running repairs, as identified by NCTD or the Contractor, are not completed as outlined in this Contract from the time the defect was identified, NCTD will assess liquidated damages in the amount of $100.00 per occurrence, per vehicle.

25. BREEZE, LIFT and FLEX Major Repairs: The Contractor is responsible for all major repairs. The Contractor shall correct all deficiencies considered to be "Major Repairs," that are not completed as outlined in this contract from the time the defect was identified. NCTD will assess liquidated damages in the amount of $100.00 per occurrence, per vehicle.

26. BREEZE, LIFT and FLEX Timeliness of Preventive Maintenance Inspections: The Contractor shall maintain a (96%) or above on-time percentage for vehicle preventive maintenance inspections scheduled and completed. Failure to maintain the required on-time percentage will result in the following liquidated damage assessment:

<table>
<thead>
<tr>
<th>On-time Performance %</th>
<th>Liquidated Damage</th>
</tr>
</thead>
<tbody>
<tr>
<td>95.99%-94%</td>
<td>-$1,000</td>
</tr>
<tr>
<td>93.99%-90%</td>
<td>-$1,500</td>
</tr>
<tr>
<td>89.99% and below</td>
<td>-$2,000</td>
</tr>
</tbody>
</table>

27. NCTD will conduct periodic inspections of maintenance records. If any inspection of vehicle PMI records reveal the omission or lack of documentation of periodic maintenance service as required by this contract, NCTD will assess liquidated damages in the amount of $100.00 per occurrence, per vehicle.

28. BREEZE, LIFT and FLEX On-board System Operation: NCTD shall have the right to direct the Contractor to replace a vehicle(s) in revenue service which is observed to have and/or failed to report excessive atypical conditions or multiple inoperable systems. For each instance in which a system installed on buses (head signs, RTMS System, Digital Video Recorder System, radio, farebox, Automated Passenger Counting system, scrolling marquee, public announcement system, etc.) are not functioning properly or not programmed with proper/current data, NCTD will assess liquidated damages in the amount of $100.00 per occurrence per on-board system.

29. BREEZE, LIFT and FLEX Work Stoppage due to Contractor caused performance/negligence not related to labor issues: Failure to comply with the established Contingency plan (See appendix 44 “Breeze Contingency Plan”) will result in liquidated damages of $25,000 per day.

30. BREEZE, LIFT and FLEX Incomplete or Improper Repairs or Inspections: Contractor is required to complete all inspections and repairs as outlined in Section 12, NCTD’s Fleet Maintenance Plan to include the requirements set forth in the NCTD Workmanship Standards Policy. For any given month during the contract term where the amount of inspections completed by NCTD staff indicates more than a 20% failure rate, liquidated damages in the amount of $1,000.00 will be applied. Any noted defect on an inspection will result in one (1) failed inspection. Any inspection with more than one (1) noted defect will also result in only one failed inspection. An additional liquidated damage of $1,000.00 will be applied each month for every additional drop of 20% below the standard.

31. BREEZE, LIFT and FLEX Failure to Meet Employee Training Requirements: Contractor is required to meet all the minimum training requirements for employees as outlined in the contract terms. For any incident where the contractor has failed to meet the minimum training requirements as defined, will
result in a liquidated damages in the amount of $500.00 per incident, per employee. It is also understood that any employee not meeting the minimum training requirements set forth in the agreement, will not be permitted to perform any related function until the training requirements have been met.

32. LIFT and FLEX Trip Denials: The ADA law prohibits paratransit providers from denying ADA eligible trips requested by ADA eligible riders. NCTD will consider any of the following as an ADA trip denial:
1) Denying a requested trip due to a capacity constraint of any kind. 2) Offering a pick-up time which is more than one hour before or after a requested pick-up time. 3) Offering a return pick-up time which is earlier than the time a rider has indicated she/he is able to leave a place of employment, a medical appointment or any other location where the rider has indicated that she/he cannot leave before a specified time. For each instance where the Contractor denies an ADA trip, NCTD will assess a liquidated damage of $500.00.
EXHIBIT D - CIVIL RIGHTS AND DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

A. CIVIL RIGHTS

1. The Contractor will be required to comply with these applicable civil rights, nondiscrimination, and equal employment opportunity laws and regulations:


   iii. 49 U.S.C § 5325 (k).

2. The Civil Rights requirements flow down to all third party subcontractors and their subcontracts at every tier.

3. The following requirements apply to a contract awarded as a result of this solicitation:

   i. Nondiscrimination - In accordance with U.S. Department of Transportation (DOT) regulations 49 CFR Part 21, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, Federal transit law 49 U.S.C § 5307 (c)(1)(D)(ii), Federal transit law 49 U.S.C. § 5332, the Unruh Civil Rights Act, California Civil Code § 51, and California Government Code § 11135, the Successful Offeror agrees that it will comply with the identified Federal and State of California laws and regulations, pertaining to NCTD programs and activities, to ensure that no person will be denied the benefits of, or otherwise be subjected to, discrimination (particularly in the level and quality of transportation services and transportation-related benefits) on the bases of race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, gender expression, age, marital status, genetic information, medical condition, or disability. In addition, the Successful Offeror agrees to comply with applicable Federal implementing regulations, other implementing requirements the FTA may issue, and any other applicable Federal and State of California statutes and/or regulations that may be signed into law or promulgated.

   ii. Equal Employment Opportunity - The following equal employment opportunity requirements apply to a contract awarded as a result of this solicitation:

      a. Race, Color, Ancestry, Marital Status, Medical Condition, Genetic Information, Religion, National Origin, Sex, Sexual Orientation, Gender Identity, Gender Expression - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and , the Successful Offeror agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), Fair Employment and Housing Act, California Government Code Sections 12900 - 12996 and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Offeror agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, religion, marital status, medical condition, genetic information, national origin, sex, sexual orientation, gender identity,
gender expression, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue, and any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated.

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

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

iii. Veterans Employment. As provided by 49 U.S.C. § 5325(k):

(a.) To the extent practicable, NCTD agrees that it:

(1) Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and

(2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and

(b.) NCTD also assures that its sub-recipients will:

(1) Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and

(2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

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

B. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

1. NCTD encourages Disadvantaged Business Enterprise (DBE) participation in this solicitation. In order to qualify as a DBE, an Offeror, or an Offeror's subcontractor, must be certified as a DBE under 49 CFR Part 26. As a recipient of Federal funds, NCTD must comply, and insure that it’s Successful Offeror(s) comply with 49 CFR Part 26, Section 1101(b) of MAP-21 (23 U.S.C. § 101 note).
2. DBE Requirements/DBE Obligation:

   a. The Contract to be awarded may be funded in part by the U.S. Department of Transportation (DOT) Federal Transit Administration. As a condition of financial assistance agreements between NCTD and the U.S. DOT, NCTD has established a Disadvantaged Business Enterprise (DBE) Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26.

   b. The Contract to be awarded may be funded in part by the U.S. Department of Transportation (DOT) Federal Transit Administration. As a condition of financial assistance agreements between NCTD and the US DOT, NCTD has established a Disadvantaged Business Enterprise (DBE) Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26.

   c. Pursuant to Race-Neutral DBE policy directive issued by the U.S. DOT in response to the Ninth Circuit U.S. Court of Appeals decision in Western States Paving v. Washington State Department of Transportation and the FTA's Guidance (Docket No. FTA-2006-24063; dated March 23, 2006), NCTD will strictly utilize race-neutral measures to meet its overall DBE goals and objectives. Contractors are encouraged to afford small businesses, including DBEs, an equitable opportunity to compete for and perform on a contract resulting from this solicitation.

   d. The Contractor, and any of its subcontractors, are to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have equal opportunities to participate in the performance of NCTD contracts. In this regard, the Successful Offeror shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the equal opportunities to compete for and are awarded contracts. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT-assisted contract. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

   e. MAP-21 §1101(b), 23 U.S.C. Section 101 note, extends the Federal statutory requirement that FTA make available at least 10 percent of its funding under that Act for contracts with small business concerns owned and controlled by socially and economically disadvantaged people. NCTD and sub-recipients (Contractor and its subcontractors) of FTA-funding assists FTA in meeting this national goal. To receive FTA assistance, NCTD and sub-recipients (Contractor and its subcontractors) of FTA-funding must comply with applicable requirements of DOT regulations 49 CFR Part 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”. As NCTD is required to have a DBE program, the third party contracts that NCTD has included in its DBE program determine whether the NCTD meets the DBE threshold for goal setting, and the goal if the threshold is met.

3. DBE Financial Institutions

   i. The Contractor is to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage subcontractors to make use of these institutions also.


   iii. The Contractor is encouraged to use the services offered by banks in the community which are owned and controlled by minorities or women when feasible and beneficial
4. DBE Reporting and Certification

Monthly reporting requires the submittal of a “Monthly Subcontractor Payment Report”, which is used by NCTD to verify payments to DBE and non-DBE subcontractors. When completing this form, the Contractor must designate DBE subcontractors by placing an asterisk in front of their name. As Federal law requires that NCTD have proof of payment to a DBE subcontractor, the subcontractor must initial the form and verify payment received. Failure to submit a properly executed form will result in delayed payment. Failure to submit these reports in a timely manner may result in a penalty of $10 per day, per report.

i. In order for the Contractor to submit a properly executed “Monthly Subcontractor Payment Report,” the Contractor must verify that Subcontractors DBE certification is current at time of payment.

ii. Certified firms can be found at the State of California web site: [http://www.dot.ca.gov/hq/bep/find_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm)

5. DBE Contract Assurance (49 CFR 26.13)

i. NCTD does not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. NCTD takes all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts. NCTD’s DBE Program as required by 49 CFR Part 26 and as approved by U.S. DOT will be is incorporated by reference into the contract resulting from this solicitation. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of the contract. Upon notification to NCTD of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

6. DBE Prompt Payment (49 CFR 26.29)

i. Not later than 10 days after receipt of each progress payment from NCTD, the Contractor shall pay to any subcontractor performing work under the NCTD contract the respective amounts allowed to the Contractor for work performed by the subcontractor, to the extent of each subcontractors interest in therein, unless otherwise agreed to in writing. In addition, within seven (7) days of the Contractor’s receipt of released retention from NCTD upon completion of the contract work as defined in California Public Contract Code section 7107, or upon incremental acceptance of any portion of the work by NCTD, the Contractor shall pay each of its subcontractors from whom retention has been withheld, each subcontractors share of the retention received, in accordance with the provisions of California Public Contract Code section 7107. This clause applies to both DBE and non-DBE subcontractors Offeror s.

ii. Failure to comply with these provisions or delay in payment without prior written approval from NCTD will constitute noncompliance, which will result in appropriate administrative sanctions, including, but not limited to a penalty of 2% of the amount due per month for every month that payment is not made.

7. DBE Breach of Contract

i. Failure to carry out the requirements of these provisions constitutes a breach of contract and may result in termination of the contract by NCTD or imposition of other appropriate sanctions pursuant to 49 CFR Part 26.13 (b).
8. Civil Rights Policy Statements

i. NCTD’s DBE Policy Statement for its FTA approved DBE program is located at the following website: http://www.gonctd.com/wp-content/uploads/2013/05/Policy-25.pdf

ii. NCTD’s Discrimination Complaint Procedures Policy Statement for its Title VI/Unruh program is located at the following website: http://www.gonctd.com/wp-content/uploads/2013/05/Policy-26.pdf

iii. NCTD’s EEO Policy Statement for its EEO program is located at the following website: http://www.gonctd.com/wp-content/uploads/2013/05/Policy-27.pdf

[Remainder of page intentionally left blank]
# Monthly Subcontractor Payment Report

<table>
<thead>
<tr>
<th>Reporting Period (Month/Year)</th>
<th>Report Number</th>
<th>Date Prepared</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1) Project Name</th>
<th>2) Project Location</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3) Contract Number</th>
<th>4) Original Contract Award Amount</th>
<th>5) Contract Award Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6) Current Contract Value</th>
<th>7) NCTD Payment to Prime This Month</th>
<th>8) Total Amount Paid to Prime to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>9) Date of Last Progress Payment Received from NCTD</th>
<th>10) Percent of Project Complete</th>
<th>11) DBE Goal Percentage (committed)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12) Prime Contractor</th>
<th>13) Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>14) Street Address</th>
<th>15) City/State/Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>16) Area Code/Phone No.</th>
<th>17) Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>18) SUBCONTRACTOR/SUPPLIER</th>
<th>Dollars Paid This Month</th>
<th>Dollar Amount Paid to Date</th>
<th>Schedule Activity ID (Construction only)</th>
<th>Type of Work Performed</th>
<th>Original Dollar Amount Committed</th>
<th>Dollar +/- resulting from Change Order Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subcontractor/Supplier #1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Area Code/Phone</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subcontractor/Supplier #2</td>
<td>Name</td>
<td>Address</td>
<td>Area Code/Phone</td>
<td>Contact Person</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------------</td>
<td>------</td>
<td>---------</td>
<td>----------------</td>
<td>----------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subcontractor/Supplier #3</td>
<td>Name</td>
<td>Address</td>
<td>Area Code/Phone</td>
<td>Contact Person</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subcontractor/Supplier #4</td>
<td>Name</td>
<td>Address</td>
<td>Area Code/Phone</td>
<td>Contact Person</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subcontractor/Supplier #5</td>
<td>Name</td>
<td>Address</td>
<td>Area Code/Phone</td>
<td>Contact Person</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subcontractor/Supplier #6</td>
<td>Name</td>
<td>Address</td>
<td>Area Code/Phone</td>
<td>Contact Person</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

INSTRUCTIONS
The Prime shall make prompt payment of all monies due and owed to DBE and non-DBE firms within 7 business days upon receipt of payment from North County Transit District (NCTD) as per Contract Agreement. Payment of retention shall be made to all DBE and non-DBE subcontractors within 10 days after satisfactory completion of the subcontracted work.

This form is due to NCTD by the 15th of each month following the end of the month and should reflect all payments made to subs through the last day of the previous month.

The Prime must report monthly, even if the sub(s) did not perform any work for the previous month. Please forward signed original documents by email to Jarrett Wade, Civil Rights Officer, at jwade@nctd.org.

| Completed By: __________________________ | Name | Signature | Date |
# Monthly Subcontractor Payment Report

<table>
<thead>
<tr>
<th>DBE Subcontractors/Suppliers</th>
<th>Sub/Supplier #1</th>
<th>Sub/Supplier #2</th>
<th>Sub/Supplier #3</th>
<th>Sub/Supplier #4</th>
<th>Sub/Supplier #5</th>
<th>Sub/Supplier #6</th>
<th>DBE Sub/Supplier Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invoice Numbers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Invoice Date and Date Paid</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amount Paid $</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amount Paid $</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amount Paid $</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amount Paid $</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amount Paid $</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amount Paid $</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**GRAND TOTAL**

(Paid to Date)

---

**Monthly Subcontractor Payment Report**
Instructions – Monthly Subcontractor Payment Report

SUCCESSFUL BIDDER:

This form requires specific information regarding the disadvantaged business enterprise subcontractors paid on this construction contract.

The form must be completed for all subcontractors. The form requires that the Reporting Period (month/year) be included. A Report Number should also be completed. This field should include a sequential number with the first form having number “1”. The date prepared should also be included.

IMPORTANT: Identify all DBE firms that were paid during the reporting period for the project, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the “Dollars Paid This Month”. Enter the Total amount paid for each DBE firm for the reporting period. Also include the total amount paid to date, which shall include the amount paid for the current reporting period.

Include the Schedule Activity ID for construction contracts. Include a brief description for the type of work performed. The original dollar amount committed to the DBE firm should be included in the appropriate Column and any increase or decrease in the subcontract amount resulting from a change order shall be included in the “Dollar +/- resulting from Change Order Activity” column.

This form must be signed and dated by the prime contractor’s representative that is responsible for reporting DBE compliance matters. The form must be submitted no later than the 15th day of each month following the end of a month.
EXHIBIT E - FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

It is the responsibility of the Contractor to ensure that all applicable FTA required clauses are adhered to, including but not limited to, compliance by its subcontractors and sub-consultants.

<table>
<thead>
<tr>
<th>Sec</th>
<th>Contract Clause</th>
<th>Applicability to Type of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Fly America Requirements</td>
<td>When Transportation Paid By FTA Funds</td>
</tr>
<tr>
<td>2</td>
<td>Buy America Requirements</td>
<td>Value &gt; 100K for Construction, Goods, Rolling Stock</td>
</tr>
<tr>
<td>3</td>
<td>Charter Bus and School Bus Requirements</td>
<td>Operational Service</td>
</tr>
<tr>
<td>6</td>
<td>Energy Conservation Requirements</td>
<td>All</td>
</tr>
<tr>
<td>7</td>
<td>Clean Water Requirements</td>
<td>Value &gt; 100K</td>
</tr>
<tr>
<td>8</td>
<td>Bus Testing</td>
<td>Rolling Stock Acquisition</td>
</tr>
<tr>
<td>9</td>
<td>Pre-Award and Post Delivery Audit Requirements</td>
<td>Rolling Stock Acquisition</td>
</tr>
<tr>
<td>10</td>
<td>Lobbying</td>
<td>Construction, A/E, Services, Rolling Stock</td>
</tr>
<tr>
<td>11</td>
<td>Access to Records and Reports</td>
<td>Construction, A/E, Services, Rolling Stock</td>
</tr>
<tr>
<td>12</td>
<td>Federal Changes</td>
<td>All</td>
</tr>
<tr>
<td>14</td>
<td>Clean Air</td>
<td>Value &gt; 100K</td>
</tr>
<tr>
<td>15</td>
<td>Recycled Products</td>
<td>Value &gt; 10K In Fiscal Year</td>
</tr>
<tr>
<td>17</td>
<td>Contract Work Hours and Safety Standards Act</td>
<td>Construction &gt; $2000, Rolling Stock, Operational &gt; $2,500</td>
</tr>
<tr>
<td>18</td>
<td>No Government Obligation to Third Parties</td>
<td>All</td>
</tr>
<tr>
<td>19</td>
<td>Program Fraud and False or Fraudulent Statements and Related Acts</td>
<td>All</td>
</tr>
<tr>
<td>20</td>
<td>Termination</td>
<td>Value &gt; 10K</td>
</tr>
<tr>
<td>21</td>
<td>Government-Wide Debarment and Suspension (Non-procurement)</td>
<td>Value &gt; 25K</td>
</tr>
<tr>
<td>22</td>
<td>Privacy Act</td>
<td>All</td>
</tr>
<tr>
<td>23</td>
<td>Civil Rights Requirements</td>
<td>All</td>
</tr>
<tr>
<td>24</td>
<td>ADA Access Requirements</td>
<td>All</td>
</tr>
<tr>
<td>25</td>
<td>Breaches and Dispute Resolution</td>
<td>Value &gt; 100K</td>
</tr>
<tr>
<td>27</td>
<td>Transit Employee Protective Agreements</td>
<td>Transit Operations</td>
</tr>
<tr>
<td>28</td>
<td>Disadvantaged Business Enterprise (DBE)</td>
<td>All</td>
</tr>
<tr>
<td>29</td>
<td>Incorporation of Federal Transit Administration (FTA) Terms</td>
<td>All</td>
</tr>
<tr>
<td>30</td>
<td>Drug and Alcohol Testing</td>
<td>Operational Service/Safety Sensitive</td>
</tr>
<tr>
<td>31</td>
<td>Transit Vehicle Manufacturer (TVM) Certifications</td>
<td>Rolling Stock, All Vehicle Procurements</td>
</tr>
<tr>
<td>32</td>
<td>Metric Requirements</td>
<td>Sealed Bid Procurements, Rolling Stock, Construction</td>
</tr>
<tr>
<td>33</td>
<td>Davis Bacon/Copeland Anti-Kickback Act</td>
<td>Construction &gt;$2,000</td>
</tr>
</tbody>
</table>
FLY AMERICA REQUIREMENTS
49 U.S.C. §40118
41 CFR Part 301-10.131 - 301-10.143

Applicability to Contracts: The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

Flow down Requirements: The Fly America requirements flow down from NCTD to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Buy America – The Contractor agrees to comply with 49 U.S.C. 5323(j) as amended by MAP-21, 49 U.S.C. 5323(h), and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and Grantee (NCTD) small purchases (currently less than $100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

Note: General waivers for small purchases do not apply to Contractor equipment purchases when Contractor’s contract value exceeds $100,000 in value.

A bidder or offeror must submit to NCTD the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.
CHARTER BUS REQUIREMENTS
49 U.S.C. 5323(d)
49 CFR Part 604

Applicability to Contracts: The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow down Requirements: The Charter Bus requirements flow down from NCTD to first tier service contractors.

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

SCHOOL BUS REQUIREMENTS
49 U.S.C. 5323(F)
49 CFR Part 605

Applicability to Contracts: The School Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow down Requirements: The School Bus requirements flow down from NCTD to first tier service contractors.

School Bus Operations - Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

ENERGY CONSERVATION REQUIREMENTS
42 U.S.C. 6321 et seq.
49 CFR Part 622

Applicability to Contracts: The Energy Conservation requirements are applicable to all contracts.

Flow down Requirements: The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and, sub-recipients and their sub-agreements at every tier.

Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The contractor agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, “Requirements for Energy Assessments,” 49 CFR part 622, subpart C.

[Remainder of page intentionally left blank]
CLEAN WATER REQUIREMENTS
33 U.S.C. 1251 - 1377

Applicability to Contracts: The Clean Water requirements apply to each contract and subcontract which exceeds $100,000.

Flow down Requirements: The Clean Water Act requirements flow down to NCTD third party contractors and their contracts at every tier, and sub-recipients and their sub-agreements at every tier.

Clean Water - (a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. 1251 – 1377 et seq.

(b) The contractor agrees to report each violation to NCTD and understands and agrees that NCTD will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office in compliance with the notice of violating facility provisions in section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368.


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

BUS TESTING
49 U.S.C. 5318(e)
49 CFR Part 665

Applicability to Contracts: The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.

Flow down Requirements: The Bus Testing requirements should not flow down, except to the turnkey contractor as stated in the most current FTA Master Agreement.

Bus Testing - The Contractor [Manufacturer] agrees to comply with 49 U.S.C. 5318(e) as amended by MAP-21 and FTA’s implementing regulation at 49 CFR Part 665, to the extent they are consistent with 49 U.S.C. 5318€, as amended by MAP-21 and shall perform the following:

(a) In each application to FTA for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components to be acquired or leased with funds obligated by the FTA, NCTD shall certify that the bus was tested at the bus testing facility. NCTD shall receive the appropriate full bus testing report and any applicable partial testing report(s) before final acceptance of the first vehicle by the recipient.

(b) In dealing with a bus manufacturer or dealer, NCTD shall be responsible for determining whether a vehicle to be acquired requires full testing or partial testing or has already satisfied the requirements of this part.

(c) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by NCTD which will be prior to the recipient's final acceptance of the first vehicle.

(d) A manufacturer who releases a report under paragraph (c) above shall provide notice to the operator of the testing facility that the report is available to the public.

(e) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

(e) A bus testing report shall be available publicly once the bus manufacturer makes it available during NCTD's procurement process. The operator of the facility shall have copies of all the publicly available reports available for distribution.
(f) The bus testing report is the only information or documentation that shall be made publicly available in connection with any bus model tested at the bus testing facility.

PRE-AWARD AND POST-DELIVERY AUDITS REQUIREMENTS

49 U.S.C. 5323
49 CFR Part 663

Applicability to Contracts: These requirements apply only to the acquisition of Rolling Stock/Turnkey.

Flow down Requirements: These requirements should not flow down, except to the turnkey contractor.

- Buy America certification is mandated under FTA regulation, “Pre-Award and Post-Delivery Audits of Rolling Stock Purchases,” 49 C.F.R. 663.13.

A Buy America certification under this part shall be issued in addition to any certification which may be required by part 661 of this title. Nothing in this part precludes FTA from conducting a Buy America investigation under part 661 of this title. Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs;

(2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(3) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(4) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit a) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or b) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

LOBBING

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Applicability to Contracts: The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.


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

Applicability to Contracts: Reference Chart "Requirements for Access to Records and Reports by Type of Contracts", Item 6 of this Section.

Flow down Requirements: FTA does not require the inclusion of these requirements in subcontracts.

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

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

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

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

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

(5) FTA does not require the inclusion of these requirements in subcontracts.
(6) Requirements for Access to Records and Reports by Types of Contract

<table>
<thead>
<tr>
<th>Contract Characteristics</th>
<th>Operational Service Contract</th>
<th>Turnkey Construction</th>
<th>Construction</th>
<th>Architectural Engineering</th>
<th>Acquisition of Rolling Stock</th>
<th>Professional Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non State Grantees</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Contracts below SAT ($100,000)</td>
<td>Yes(^1)</td>
<td>Those imposed on non-state Grantee pass thru to Contractor</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>b. Contracts above $100,000/ Capital Projects</td>
<td>Yes(^1)</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

Sources of Authority:
\(^1\)18 CFR 18.36 (i)

**FEDERAL CHANGES**

**49 CFR Part 18**

**Applicability to Contracts:** The Federal Changes requirement applies to all contracts.

**Flow down Requirements:** The Federal Changes requirement flows down appropriately to each applicable changed requirement.

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

**CLEAN AIR**

42 U.S.C. 7401 – 7601(q)
40 CFR 15.61
49 CFR Part 18

**Applicability to Contracts:** The Clean Air requirements apply to all contracts exceeding $100,000, including indefinite quantities where the amount is expected to exceed $100,000 in any year.

**Flow down Requirements:** The Clean Air requirements flow down to all subcontracts which exceed $100,000.

**Clean Air** - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7601(q) et seq. The Contractor agrees to report each violation to NCTD and understands and agrees that NCTD, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.
Applicability to Contracts: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the Contractor procures $10,000 or more of one of these items during the fiscal year, or has procured $10,000 or more of such items in the previous fiscal year, using Federal funds.

Flow down Requirements: These requirements flow down to all contractor and subcontractor tiers.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The contractor agrees to comply with the U.S. Environmental Protection Agency (US EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 CFR part 247.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
29 CFR Part 5
40 U.S.C. 3701 et seq.
40 U.S.C. 3702

Applicability to Contracts: The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts “financed at least in part by loans or grants from … the [Federal] Government.” 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ “laborers or mechanics on a public work” with a value greater than $100,000. These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed “commercial items.” 40 USC 3707, 41 USC 403 (12).

Flow down Requirements: Applies to third party contractors and subcontractors.

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

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

(3) Withholding for unpaid wages and liquidated damages - NCTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts: Applicable to all contracts.

Flow down Requirements: This concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

No Obligation by the Federal Government.

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.
49 CFR Part 31
18 U.S.C. 1001
49 U.S.C. 5307

Applicability to Contracts: These requirements are applicable to all contracts.

Flow down Requirements: These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts

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

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

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
Background and Applicability: In addition to the contracts covered under 2 CFR 180.220(b) of the OMB guidance, this part applies to any contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the contract is to be funded or provided by the Department of Transportation under a covered non-procurement transaction and the amount of the contract is expected to equal or exceed $25,000. This extends the coverage of the Department of Transportation non-procurement suspension and debarment requirements to all lower tiers of subcontracts under covered non-procurement transactions, as permitted under the OMB guidance at 2 CFR 180.220(c) (see optional lower-tier coverage in the figure in the appendix to 2 CFR part 180). This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

These provisions apply to all NCTD contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for federally required auditing services. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System (EPLS), (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply 2 CFR 180 and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Flow Down: These requirements flow down to contractors and subcontractors at all levels.

Suspension and Debarment: This contract is a covered transaction for purposes of 49 CFR Part 18. As such, the contractor is required to verify that none of the contractor, its principals, are excluded or disqualified as defined under Executive Orders Nos. 12549 and 12689.

The contractor is required to comply with 2 CFR 1200, and must include the requirement to comply with 2 CFR 1200, Subpart C in any lower tier covered transaction it enters into.

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

The certification in this clause is a material representation of fact relied upon by NCTD. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to NCTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder agrees to comply with the requirements 2 CFR 180 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
PRIVACY ACT
5 U.S.C. 552

Applicability to Contracts: When NCTD maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Flow down Requirements: The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

Contracts Involving Federal Privacy Act Requirements

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

CIVIL RIGHTS REQUIREMENTS
29 CFR Part 1630, 41 CFR Parts 60 et seq.

(See Exhibit D to RFP)

ADA ACCESS REQUIREMENTS

Applicability to Contracts: Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

BREACHES AND DISPUTE RESOLUTION
49 CFR Part 18
FTA Circular 4220.1F

(See Section 21 of Contract Document)
Applicability to Contracts: All contracts in excess of $100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow down Requirements: The Breaches and Dispute Resolutions requirements flow down to all tiers.

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

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

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

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

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by NCTD or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS
49 U.S.C. § 5310, § 5311, and § 5333
29 CFR Part 215

Applicability to Contracts: The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Flow down Requirements: These provisions are applicable to all contracts and subcontracts at every tier.

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to NCTD's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.
(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Non-urbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
49 CFR Part 26
Section 1101(b) of MAP-21 (23 U.S.C. § 101 note)

(See Exhibit D to RFP)

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
FTA Circular 4220.1F

Applicability to Contracts: The incorporation of FTA terms applies to all contracts.

Flow down Requirements: The incorporation of FTA terms has unlimited flow down.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the most current FTA Circular 4220, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any NCTD requests which would cause NCTD to be in violation of the FTA terms and conditions.

[Remainder of page intentionally left blank]
DRUG AND ALCOHOL TESTING
49 U.S.C. §5331
49 CFR Part 655
49 CFR Part 382

Applicability to Contracts: The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Flow down Requirements: Anyone who performs a safety-sensitive function for the recipient or sub-recipient is required to comply with 49 CFR 655 as amended by MAP-21, with certain exceptions for contracts involving maintenance services. Maintenance Consultants for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance sub-consultants.

Drug and Alcohol Testing: The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or NCTD, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The contractor agrees further to certify annually its compliance with Part 655 before June 30 and to submit the Management Information System (MIS) reports before January 15 to NCTD. To certify compliance the Consultant shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATIONS
49 CFR Part 26

49 CFR §26.49 Contractor must submit to NCTD a certification from each transit vehicle manufacture that desires to bid or propose upon a DOT-assisted transit vehicle procurement that it has complied with the requirements of 49 CFR §26.49. NCTD may, however, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying through the overall goal-setting procedures.

METRIC REQUIREMENTS
15 U.S.C. §§205
2007-Pub. L. 110–69

As required by U.S. DOT or FTA, NCTD agrees to use the metric system of measurement in its Project activities, pursuant to the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. §§ 205a et seq.; Executive Order No. 12770, "Metric Usage in Federal Government Programs;" 15 U.S.C. § 205a note; and other U.S. DOT or FTA regulations, guidelines, and policies. To the extent practicable and feasible, the NCTD agrees to accept products and services with dimensions expressed in the metric system of measurement.

DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS
49 U.S.C. 5333
40 U.S.C. 3141 – 3144
40 U.S.C. 3146 – 3147
18 U.S.C. 874
40 U.S.C. 3145

Applicability to Contracts
The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantees construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i)(5). The Acts apply to any construction contract over $2,000. 40 USC 3142(a), 29 CFR 5.5(a). ‘Construction,’ for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (see 29 FR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.
Flow Down

Applies to third party contractors and subcontractors

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than Monthly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer,
to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(y)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - NCTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of
wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, NCTD may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to NCTD for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees
during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) **Apprentices** - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees** - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
(iii) **Equal employment opportunity** - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or Contractor who has an interest in the contractor's Contractor is a person or Contractor ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or Contractor ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

EXHIBIT F – DAVIS-BACON PREVAILING WAGE DETERMINATIONS

[Remainder of page intentionally left blank]
EXHIBIT G – PERFORMANCE EVALUATION FORM

-DRAFT-

Date __________________ Name of Reviewer ___________________________ Title ___________________________

Firm/Consultant/Contractor __________________________ Project Type (Agreement/TOA) ______________

Agreement/TOA Title and Number: ____________________________________________________________

Project Description (brief summary):

<table>
<thead>
<tr>
<th>Schedule Performance:</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Start Date</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Actual Start Date</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Original Completion Date</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Actual Completion Date</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Poor</th>
<th>Below Average</th>
<th>Average</th>
<th>Above Average</th>
<th>Excellent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Timeliness of Performance</td>
<td>the timeliness of services and/or deliverables</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Schedule Performance Narrative (brief summary):</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Quality Technical Performance | the quality of technical services and/or deliverables |    |    |    | |
| Quality Technical Performance Narrative (brief summary): |

3. Fair & Reasonable Cost Performance | the fair and reasonableness of services and/or deliverables costs |    |    |    | |
| Fair and Reasonable Cost Performance Narrative (brief summary): |

4. Planning and Implementation Performance | the planning and implementation of services and/or deliverables |    |    |    | |
| Planning and Implementation Performance Narrative (brief summary): |
5. Quality of Service  

*the quality of services and/or deliverables*

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>

**Quality of Service Narrative (brief summary):**

6. Business Relationship Performance  

*the business relationship performance regarding collaboration and responsiveness*

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>

**Business Relationship Performance Narrative (brief summary):**

7. Overall Value of Services  

*Overall value for performance of services*

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>

**Overall Value of Services Narrative (brief summary):**

Additional Comments:

---

**Signature of Reviewer** ___________________________  **Date** ___________________________
Directions: Please check one of the scores above for each rating category and provide a brief summary as to the scores rationale:

1. Excellent - a rating of Excellent is appropriate when the Proposer has demonstrated an approach that is considered to significantly exceed stated criteria in a way that is beneficial to NCTD. This rating indicates a consistently outstanding level of quality, with very little or no risk that this Proposer would fail to meet the requirements of the solicitation. There are no weaknesses. (9-10 points)

2. Above Average - a rating of Above Average is appropriate when the Proposer has demonstrated that it is considered to exceed stated criteria. This rating indicates a generally better than average quality, with little risk that this Proposer would fail to meet the requirements of the solicitation. Weaknesses, if any, are very minor. Correction of the weaknesses would not be necessary before the Proposal would be considered further. (7-8 points)

3. Average - a rating of Average is appropriate if the Proposer has demonstrated an approach that is considered to meet the stated criteria. This rating indicates an acceptable level of quality. The Proposal demonstrates a reasonable probability of success. Weaknesses exist but can be readily corrected through Communications and Requests for Clarification. (5-6 points)

4. Below Average - a rating of Below Average is appropriate if the Proposer has demonstrated an approach that fails to meet stated criteria as there are weaknesses, but they are susceptible to correction through discussions. The response is considered marginal in terms of basic content and/or amount of information provided for evaluation, but overall the Proposer is capable of providing an average or better Proposal. (1 point)

5. Poor - a rating of Poor is appropriate if the Proposer has demonstrated an approach that indicates significant weaknesses and/or unacceptable quality. The Proposal fails to meet the stated criteria and/or lacks essential information and is conflicting and/or unproductive. There is no reasonable likelihood of success; weaknesses are so major and/or extensive that a major revision to the Proposal would be necessary. (0 points)
EXHIBIT H – UNIFIED PROTECTIVE AGREEMENT AND THE SPECIAL WARRANTY PROTECTIVE
AGREEMENT

[Remainder of page intentionally left blank]
DATE: September 7, 2012
REQUEST FOR PROPOSAL: #13-02
SUBJECT: CONTRACT PROVIDER FOR COMMUTER AND LOCAL BUS SERVICES

Rev. 12 October 18, 2012
Rev. 3 November 5, 2012
Rev. 4 March 20, 2013 - BAFO

PRE-PROPOSAL CONFERENCE

DATE: September 24, 2012
TIME: 10:00 AM EST
LOCATION: PRTC
14700 Potomac Mills Road
Woodbridge, VA 22192

PROPOSALS DUE

DATE: November 28, 2012
TIME: 1:00 p.m. EST
SUBMIT TO: Contract Administrator: Eric Marx,
Director of Planning and Operations
Email: BusOperationsRFP@omniride.com
FAX: (703) 583-1377
PRTC
14700 Potomac Mills Rd.
Woodbridge, VA 22192
<table>
<thead>
<tr>
<th>CONTENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section I  Introduction</td>
</tr>
<tr>
<td>Section II General Terms and Conditions</td>
</tr>
<tr>
<td>Section III Scope of Work</td>
</tr>
<tr>
<td>Section IV Proposal Requirements</td>
</tr>
<tr>
<td>Section V Selection of Contractor</td>
</tr>
<tr>
<td>Attachment A References</td>
</tr>
<tr>
<td>Attachment B RFP Submission Form</td>
</tr>
<tr>
<td>Attachment C Insurance Checklist</td>
</tr>
<tr>
<td>Attachment D Certification of Restrictions on Lobbying</td>
</tr>
<tr>
<td>Attachment E Disadvantaged Business Enterprise Statement</td>
</tr>
<tr>
<td>Attachment F Certification of Primary Participants Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion</td>
</tr>
<tr>
<td>Attachment G Cost Proposal Forms (G.1 – G.3)</td>
</tr>
<tr>
<td>Attachment H Cost Proposal Forms with Western Facility (H.1 – H.3)</td>
</tr>
<tr>
<td>Attachment I Alternatives Approaches and Exceptions</td>
</tr>
<tr>
<td>Attachment J Sample Contract</td>
</tr>
</tbody>
</table>
SECTION I
INTRODUCTION

I.1 Purpose of the Request

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 153-bus fleet.

The successful Proposer will enter into a Contract to complete the project as specified in the Technical Specification.

Failure to provide all the required certifications and documents listed and described in this Request for Proposal may cause the proposal to be rejected and considered non-responsive.

I.2 Background Information

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 between Prince William County and major metropolitan Washington, DC employment sites and suburban Metrorail stations. The Contractor will also operate local bus service within Prince William County. PRTC will provide operations and maintenance facilities and buses (hereinafter referred to as “PRTC-owned assets”) to operate all of the subject services.

PRTC’s bus services have been contracted-out since the 1980s. The current contract operator, now entering its tenth year of service to PRTC, is First Transit (FT). Prior to FT, the Washington Metropolitan Area Transit Authority (Metro) operated under contract to PRTC for five (5) years and, before Metro, PRTC contracted with several private companies in succession. Those earlier contracts were for durations of three (3) to six (6) years.

Over the term of the current contract, PRTC refined the owner-contractor “partnership” that has been a hallmark of PRTC’s contracting relationship, recognizing the private sector’s need to earn a profit while at the same time holding the contractor accountable for fulfillment of contract requirements. PRTC management style can be aptly described as “fair but exacting, and adaptable to changes that arise during the course of the contract duration that might warrant contract modifications.” Major changes introduced at the start of the current contract aimed at

---

1 Total fleet size as of first quarter of calendar year 2013 including active fleet and contingency vehicles.
2 Throughout this document the term “Prince William County” is understood to include the independent cities of Manassas and Manassas Park unless otherwise stated.
3 A second facility located in the vicinity of The Prince William Parkway and I-66 is expected to be completed in 2016.
improving bus service quality, such as a monetary incentive program for superior performance and a contract term as long as 10 years, are being carried forward into the next contract. PRTC will continue its practice of closely monitoring services to assess the Contractor’s performance and management of factors affecting performance which are within the Contractor’s control, employing Deductions when performance is wanting in PRTC’s judgment. The latest existing contractor annual review (“8th Annual Review 8-11”) and incentive earning (“8th Year Incentive Earnings”) reports are included in the Appendix to provide Offerors a sense of PRTC’s approach to contract management and service delivery.

PRTC also firmly believes that appropriate use of high technologies holds great promise for an even better experience for customers, rank-and-file employees, and management. Toward that end we are pleased to say that PRTC is in the process of implementing a multi-million dollar fleet-wide computer-aided dispatch/automated vehicle location (CAD/AVL) system. The scope of work for this project (“PRTC_Technical_Specification_Conformed_Spec_rev6”) is included in the Appendix.

I.3 Definitions

**Contract Administrator:** Matters relating to prices, terms and conditions, period of performance, quantities to be supplied, delivery schedule and financial adjustments shall be handled through the Contract Administrator. The Contract Administrator for this Contract will be Eric Marx.

**Project Manager:** Eric Marx will also serve as under this Contract. The PM is responsible for the technical administration of the Contract and technical liaison with the Contractor. The PM is responsible for the day-to-day clarifications and guidance of Contractor’s personnel as may be required under the Contract.

**Contracting Officer:** PRTC’s Executive Director is the only individual who can legally commit or obligate the PRTC for the expenditure of federal/public funds. Only the Contracting Officer shall have the authority to revise the terms and conditions of the Contract, and any such revisions shall be authorized in writing.

**Contract or Agreement:** The contractual agreement between 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.

**Proposer or Offeror:** Interested parties responding to this solicitation
I.4 Scope of Work

PRTC is seeking a qualified transit operations Contractor to operate the PRTC’s bus services and maintain the Commission’s 153-bus fleet.

The full Scope of Services for the procurement and implementation of contract provider for commuter and local bus services is described in Section III – Scope of Work in this document.

The successful Offeror shall provide the means to fulfill the types of requirements listed herein.

I.5 Contract Term

The term of this agreement will be for as many as 10 years duration if all the options are exercised, July 1, 2013 and ending as late as June 30, 2023. The initial term will be three years, with seven successive one-year options thereafter that are PRTC’s sole discretion to exercise singly or in combination. PRTC also at its sole discretion may cancel the Contract as provided for in the Contractual agreement.

I.6 Decision Not to Respond

Some recipients of this RFP may elect not to respond with a proposal. PRTC is interested in learning whether problems with the solicitation process have discouraged responses, or whether there are other reasons.

Firms electing not to submit a proposal are asked to return the RFP package with a statement describing what factors led to the decision not to submit a proposal.
I.6 Pre-proposal Conference

An information meeting, referred to here as a Pre-Proposal Conference, will be conducted at PRTC on September 24 at 10:00 AM in the PRTC Board Room. Attendance is STRONGLY ENCOURAGED 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 October 8 at 1:00 PM

Questions submitted to PRTC in advance of the pre-proposal conference may be sent by e-mail (BusOperationsRFP@omnitrde.com) or fax (703-583-1377) or and must be titled “Bus Operations 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.

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 RELEVANT FACTORS THAT MAKE PRTC’S SERVICE ITS AND RELATIONSHIP WITH THE CONTRACTOR UNIQUE.

I.7 Clarification of Terms

In order to ensure an impartial competitive process, questions and private communications with the Prospective Contractors during proposal preparation and the evaluation period will not be accepted. If a Prospective Contractor has questions about the specifications or other solicitation documents, the Prospective Contractor should contact in writing the Project Manager whose name appears on the cover page of this solicitation. Inquiries regarding this RFP will be accepted for up to 147 days after the pre-proposal meeting (see date, time, and location on the cover) and the inquiries together with the responses shall be distributed to all RFP recipients. Any revisions to the solicitation shall be made only by addendum issued by PRTC.
1.8 Timeline

PRTC anticipates following the timeline shown below. Changes, if any, will be communicated to all parties receiving this procurement package.

September 7

September 24, 10:00 AM

October 8, 1:00 PM

October 17

November 28, 1:00 PM

December-November 29 – January 10

January 14 - 15

January 16– January 30

January 31

February 21, 1:00 PM

February 22–March 26

April 4

April 15

Monday, July 1

Procurement Document Issued by PRTC

Pre-Proposal Conference

Final Questions Due

PRTC Response to Questions

PROPOSALS DUE!

PRTC Review & Evaluation of Proposals

Interviews

PRTC Review & Evaluation of Proposals

Best & Final Offer(s) Requested

Best & Final Offer(s) Due

PRTC Review & Evaluation of Best & Final Offers

Recommend Award to Board

Contract Executed, Notice to Proceed

Service Begins
II. Proposal and Contract Requirements

This RFP plus the resulting proposal and contract shall be consistent with and governed by the Virginia Public Procurement Act, § 2.2-4300, Va. Code Ann. In the event of an inconsistency between the solicitation and the selection requirements set forth in this RFP versus those set forth in the Virginia Public Procurement Act, the inconsistency shall be resolved by giving precedence to the solicitation and selection requirements of the Virginia Public Procurement Act.

Federal funds will be used for this contract. Accordingly, all applicable federal and state requirements will apply. Prospective Contractors are expected to become familiar with these requirements, and should not submit proposals if unable to execute a contract containing such provisions.

PRTC will provide a contract for execution by the Successful Contractor – a sample contract containing these provisions is included as Attachment J. Successful Contractors will not use their own standard contracts for this engagement. Federal requirements are subject to change; the Successful Contractor is responsible for complying with the most current regulations. The Successful Contractor agrees that the most recent of such Federal requirements will govern the administration of the contract at any particular time during the contract’s performance, unless PRTC issues a written determination otherwise.

II.2 Obligation of Prospective Contractor

By submitting a proposal, the Prospective Contractor agrees that it has satisfied itself from a personal investigation of the conditions to be met, that the obligations herein are fully understood, and no claim may be made nor will there be any right to cancellation or relief from the contract because of any misunderstanding or lack of information.

II.3 Qualification of Offerors

The Prospective Contractor must demonstrate to the satisfaction of PRTC that it has the necessary experience, skilled personnel, and financial resources to perform the services required under this solicitation. Qualified contractors shall have substantial recent experience in providing similar services on a scale equal to or greater than what PRTC is requesting and will meet the following requirements:

- Receive high praise from past clients for quality of work, timely delivery, and fair and equitable handling of change orders and warranty claims.
- Employ, or have the ability to hire, the necessary complement of personnel to complete all work in the specified time.
PRTC may make such reasonable investigations as deemed proper and necessary to determine the competency and financial stability of the Offeror to perform the contract. The Offeror shall furnish to PRTC such information and data for this purpose as may be requested. PRTC reserves the right to inspect the Prospective Contractor’s physical plant prior to award to satisfy questions regarding the Prospective Contractor’s capabilities.

If, after the investigation, the evidence of competency and financial stability is not satisfactory, in the sole opinion of PRTC, PRTC reserves the right to reject the proposal.

II.4 Additional Information

PRTC reserves the right to ask any Prospective Contractor to clarify its offer.

II.5 Qualification Acceptance Period

The proposal and any modification thereof shall be binding upon the Prospective Contractor for 180 calendar days following the proposal due date. Any proposal for which the Prospective Contractor shortens the acceptance period may be rejected. At the end of that time, the Prospective Contractor may retract its proposal by giving written notice to PRTC. Also, price proposals for all the options shall remain fixed for 180 days following contract award.

II.6 Delays in Award

Delays in award of a contract, beyond the anticipated starting date, may result in a change in the contract period indicated in the solicitation. If this situation occurs, PRTC reserves the right to award a contract covering the period equal to or less than the initial term indicated in the solicitation.

II.7 Award for All or Part

Unless otherwise specified, PRTC may, if it is in the best interest of PRTC to do so, award all or part of the proposal to any Prospective Contractor whose proposal is the most responsible and responsive and whose proposal meets the requirements and criteria set forth in the Request for Proposal with respect to the items in question.

II.8 Rejection of Proposals

PRTC expressly reserves the right to reject any or all proposals or any part of a proposal, and to re-solicit the services in question, if such action is deemed to be in PRTC’s best interest. PRTC will not compensate Offerors for the cost of proposal preparation whether or not an award is consummated.

II.9 Single Proposal

If a single conforming proposal is received, a price and/or cost analysis of the Proposal shall be made by PRTC. A price analysis is the process of examining and evaluating a prospective price
without evaluation of the separate cost element. It should be recognized that a price analysis through comparison to other similar contracts should be based on an established or competitive price of the elements used in the comparison. The comparison shall be made to the cost of similar projects and involve similar specifications.

II.10 Inspection of Proposals

The Virginia Freedom of Information Act, 2.2-3700 et seq. shall govern the release of public records related to the contract. Trade secrets or proprietary information related to procurement may not be subject to public disclosure, provided the requirements at 2.2-4342F VA Code Ann. are met.

II.11 Protest of Award

A Prospective Contractor wishing to protest an award or a decision to award a contract must submit the protest, in writing, to PRTC no later than 10 days after either the decision to award or the award, whichever occurs first. The protest must include the basis for the protest and the relief sought. Within 10 days after receipt of the protest, the Executive Director of PRTC will issue a written decision stating the reasons for the action taken. This decision is final. Further action, by a Prospective Contractor, may be taken by instituting action as provided by the Code of Virginia.

The Federal Transit Administration (FTA) will only review protests regarding the alleged failure of PRTC to have written protest procedures or to follow those procedures. Alleged violations on other grounds are under the jurisdiction of the appropriate state or local administrative or judicial authorities. Any party wishing to file a protest with the FTA should do so not later than five days after a final decision is rendered under the PRTC’s protest procedure. Further details regarding this process may be found in the FTA Circular C4220.1F, Chapter VII, Section 1.b.

II.12 Debarment Status

The Commonwealth Transportation Board's Policy of Debarment dated January 1, 1987, shall apply with the exception that the debarment period shall be for a period of up to thirty-six (36) months. By submitting a proposal, the Prospective Contractor certifies that it is not currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia, nor is an agent of any person or entity that is currently debarred from submitting proposals or contracts by any agency of the Commonwealth of Virginia.

By submitting this proposal, the Prospective Contractor further certifies that it is not debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracts with the federal government, and that it will refrain from awarding any subcontract to a debarred or suspended subcontractor. In addition, Successful Contractors agree to comply with the requirements of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 USC Section §6101 note; and U.S. DOT regulations, “Government Debarment and Suspension (Non-procurement),” within 49 CFR Part 29.
For all contracts the prospective contractor shall submit to PRTC a signed “Certification of Primary Participants Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion,” (Attachment F) and shall require all subcontractors to submit to the prospective contractor and PRTC such signed certifications.

II.13 Anti-Discrimination

By submitting a proposal, the Prospective Contractor certifies to PRTC that it will conform to the provisions of Title VI of the Federal Civil Rights Act of 1964, as amended; DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation” -- Effectuation of Title VI of the Civil Rights Act; the Virginia Fair Employment Act of 1975, as amended, where applicable; all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 20003, and 49 U.S.C. §4332 and any implementing requirements FTA may issue; the provisions of 49 U.S.C. § 5332, “Nondiscrimination in Federal Transit Programs,” which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity; and Section 2.2-4311 of the Virginia Public Procurement Act.

II.14 Disadvantaged Business Enterprise (DBE)

Each Prospective Contractor is required to submit the Disadvantaged Business Enterprise (DBE) Form (Attachment E) to the PRTC along with its proposal. This submission does not necessarily require Prospective Contractor to utilize DBE's in the performance of the contract. Where it is practicable for any portion of the awarded contract to be subcontracted, the contractor is encouraged to offer such business to small, minority and/or women-owned businesses. All DBE's proposed 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 (WMATA), Virginia Department of Minority Business Enterprise (VDMBE), or the Metropolitan Washington Airports Authority (MWAA). DBEs certified in other states are also acceptable, contingent upon their successful completion of the interstate certification process. If the Prospective Contractor is not itself, nor plans to utilize an authorized DBE, the Prospective Contractor should write on the DBE Form "No DBE's" and submit the form.

The Successful Contractor and its subcontractors agree to ensure that disadvantaged business enterprises as defined in 49 C.F.R. Part 26 have a level playing field on which DBEs can compete fairly and participate fully in contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, PRTC and its contractors shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that disadvantaged business enterprises have a level playing field to compete for and perform contracts.

The PRTC and its contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts. The Successful Contractor cannot terminate a DBE subcontractor for convenience and then perform that work with its own forces or its affiliate. Failure by the contractor or his/her subcontractor to carry out these requirements is a
material breach of this contract, which may result in the termination of this contract or such other remedy as PRTC deems appropriate.

The Successful Contractor shall be required to submit a schedule of DBE use and payments made to DBEs on a biannual basis as determined by PRTC. The contractor is required to maintain records and documents of payments to DBE’s for three years following the performance of the contract and will make these records available to PRTC upon request.

The Successful Contractor, its agents, employees, assigns or successors, any persons, firms, or agency of whatever nature with whom it may contract or make agreement, in connection with the contract shall cooperate with PRTC in meeting its commitment and goals with regard to the creation of a level playing field of disadvantaged business enterprises. The parties to the contract shall use their best efforts to ensure that disadvantaged business enterprises shall have a level playing field to compete for subcontract work under this contract.

Reference: Federal Regulation Sec. 49 CFR 26.49

II.15 Insurance

PRTC will 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.

A checklist of required insurance coverage is attached and identified as Insurance Checklist (Attachment C). 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 the Offeror is eligible to obtain insurance to the prescribed limits, should a Contractual offer be extended.

The Contractor will be responsible for all insurance coverages that are necessary for the bus service. All coverage will be in effect prior to the first day of the Contract period. At a minimum, the Contractor will 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 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 will include the Broad Form Property Damage endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required. Completed operations liability endorsement will 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 will also be maintained where appropriate. PRTC must be included as a Named Insured under this policy. Appropriate additional insured forms must be in place to recognize the occasional use of PRTC buses by PRTC employees. If PRTC is not listed as a NAMED INSURED under a policy, the additional insured endorsement form to be used must be submitted for review. It is a requirement of the RFP that PRTC and its employees be recognized as insured with respect to the bus fleet for all uses of the fleet under the Contract. Section III.1.D.4 describes in more detail the anticipated uses in this regard.

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 will be the responsibility of the Contractor. PRTC must be included as a Named Insured under this policy.

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. Bond shall include PRTC as an Insured under this policy.

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. Carriers with higher financial ratings will receive preference if all other factors are equal.

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 and abide by 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:

i. Agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the Contract. This certificate will evidence a "retroactive date" no later than the beginning of the Contractor's or sub-contractor's work under this Contract, or,

ii. 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 will provide an original, signed Certificate of Insurance and such endorsements as prescribed herein.

l. The Contractor will secure and maintain all insurance certificates of its subcontractors which will be made available to PRTC on demand.
m. The Contractor will provide on demand certified copies of all insurance policies related to the Contract within ten business days of demand by PRTC. These certified copies will be sent to PRTC from the Contractor’s insurance agent or representative.

n. No change, cancellation, or non-renewal will be made in any insurance coverage without a 45-day written notice to PRTC. The Contractor will 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 will 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 will not contain a supervision, inspection or engineering services exclusion that would preclude PRTC from supervising and/or inspecting the project as to the end result. The Contractor will 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 will be construed as creating any contractual relationship between any subcontractor and PRTC. The Contractor will be as fully responsible to 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 will 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. Except where Named Insured status has been specifically required, PRTC, its officers and employees will be named as "additional insured" under the Automobile, general liability, and professional liability policies using appropriate endorsements to provide coverage on a primary and non-contributory basis. Copies of these endorsements shall be included with the Insurance Certificate provided to PRTC. Under General Liability, insurance carrier shall use forms CG 2026 (07/04) and CG 2037 (07/04) or their equivalent" to evidence coverage for premises, operations, and completed operations coverage.

u. Any additional insurance coverages deemed appropriate by the Contractor for the performance of this Contract will be the responsibility of the Contractor.

v. The Contractor will at a minimum apply risk management practices accepted by the transit industry.
II.16 Prohibition Against the Use of Federal Funds for Lobbying

The Contractor and all subcontractors agree to comply with the provisions of 31 U.S.C. § 1352, which prohibit the use of federal funds for lobbying any official or employee of any federal agency, or member or employee of Congress; and requires the recipient to disclose any lobbying of any official or employee of any federal agency, or member or employee of Congress in connection with federal assistance. In addition, no federal assistance funds shall be used for activities designed to influence Congress or State Legislature on legislation or appropriations, except through proper, official channels. The Contractor shall comply and assure the compliance of subcontractors at any tier with U.S. DOT regulations, “New Restrictions on Lobbying,” 49 C.F.R. Part 20.

For contracts of $100,000 or more, the Contractor shall submit to the PRTC a signed “Certification of Restrictions on Lobbying,” (Attachment D) and shall require all subcontractors with contracts of $100,000 or more to submit to the Contractor and the PRTC such signed certifications.
## SECTION III

### SCOPE OF WORK

#### TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>III.1</td>
<td>SERVICE PROVISION</td>
<td>17</td>
</tr>
<tr>
<td>III.1.A</td>
<td>Introduction</td>
<td>17</td>
</tr>
<tr>
<td>III.1.B</td>
<td>General Description of Tasks to be Performed</td>
<td>17</td>
</tr>
<tr>
<td>III.1.C</td>
<td>Description Of Services</td>
<td>18</td>
</tr>
<tr>
<td>III.1.D</td>
<td>Vehile and Communication Systems</td>
<td>23</td>
</tr>
<tr>
<td>III.1.E</td>
<td>Service Changes</td>
<td>30</td>
</tr>
<tr>
<td>III.1.F</td>
<td>Personnel – Bus Operators</td>
<td>34</td>
</tr>
<tr>
<td>III.1.G</td>
<td>Other Personnel Positions</td>
<td>37</td>
</tr>
<tr>
<td>III.1.I</td>
<td>Personnel - Other</td>
<td>48</td>
</tr>
<tr>
<td>III.1.J</td>
<td>Record-keeping and Reporting Requirements</td>
<td>50</td>
</tr>
<tr>
<td>III.1.K</td>
<td>Coordination</td>
<td>58</td>
</tr>
<tr>
<td>III.1.L</td>
<td>Use of Vehicles/PRTC Assets</td>
<td>58</td>
</tr>
<tr>
<td>III.1.M</td>
<td>Marketing/Public Relations</td>
<td>59</td>
</tr>
<tr>
<td>III.1.N</td>
<td>Uniforms and Appearance</td>
<td>60</td>
</tr>
<tr>
<td>III.1.O</td>
<td>Fares and Fare Collection</td>
<td>60</td>
</tr>
<tr>
<td>III.1.P</td>
<td>Substance Abuse Testing</td>
<td>63</td>
</tr>
<tr>
<td>III.1.Q</td>
<td>Disadvantaged Business Enterprise (DBE) Participation</td>
<td>64</td>
</tr>
<tr>
<td>III.1.R</td>
<td>Changes to Policies and Procedures</td>
<td>64</td>
</tr>
<tr>
<td>III.1.S</td>
<td>Road eos and Other Transit Industry Events</td>
<td>64</td>
</tr>
<tr>
<td>III.1.T</td>
<td>Office Equipment and Systems</td>
<td>65</td>
</tr>
<tr>
<td>III.2</td>
<td>VEHICLES</td>
<td>67</td>
</tr>
<tr>
<td>III.2.A</td>
<td>General Information</td>
<td>67</td>
</tr>
<tr>
<td>III.2.B</td>
<td>General Requirements</td>
<td>68</td>
</tr>
<tr>
<td>III.2.C</td>
<td>Applicable Codes and Regulations</td>
<td>69</td>
</tr>
<tr>
<td>III.2.D</td>
<td>Fleet-Specific Maintenance Plan</td>
<td>69</td>
</tr>
<tr>
<td>III.2.E</td>
<td>Vehicle Damage</td>
<td>71</td>
</tr>
<tr>
<td>III.2.F</td>
<td>General Repairs</td>
<td>72</td>
</tr>
<tr>
<td>III.2.G</td>
<td>Responsibility</td>
<td>72</td>
</tr>
<tr>
<td>III.2.H</td>
<td>Fuel</td>
<td>72</td>
</tr>
<tr>
<td>III.2.I</td>
<td>Parts, Lubricants, Supplies</td>
<td>72</td>
</tr>
<tr>
<td>III.2.J</td>
<td>Painting of Vehicles</td>
<td>73</td>
</tr>
<tr>
<td>III.2.K</td>
<td>Required Servicing/Cleaning</td>
<td>73</td>
</tr>
<tr>
<td>III.2.L</td>
<td>Bus Engine and Transmission Replacement</td>
<td>75</td>
</tr>
<tr>
<td>III.2.M</td>
<td>Vehicle Status and Parking Location</td>
<td>76</td>
</tr>
<tr>
<td>III.2.N</td>
<td>Maintenance Auditing</td>
<td>76</td>
</tr>
<tr>
<td>III.2.O</td>
<td>Contingency Fleet</td>
<td>78</td>
</tr>
<tr>
<td>III.2.P</td>
<td>New Vehicles</td>
<td>78</td>
</tr>
<tr>
<td>III.2.Q</td>
<td>Miscellaneous Work</td>
<td>79</td>
</tr>
<tr>
<td>III.2.R</td>
<td>Vehicle and Equipment Inventory and Reconciliation</td>
<td>79</td>
</tr>
<tr>
<td>III.2.S</td>
<td>Readying Vehicles for Sale</td>
<td>79</td>
</tr>
<tr>
<td>III.2.T</td>
<td>Modifications to PRTC Vehicles</td>
<td>79</td>
</tr>
<tr>
<td>III.2.U</td>
<td>Overhaul Program</td>
<td>80</td>
</tr>
<tr>
<td>III.2.V</td>
<td>Governed Speed</td>
<td>82</td>
</tr>
<tr>
<td>III.3</td>
<td>FACILITY</td>
<td>83</td>
</tr>
<tr>
<td>III.3.A</td>
<td>Facility Proper</td>
<td>83</td>
</tr>
</tbody>
</table>
### III.4 OBLIGATIONS AT END OF CONTRACT

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>III.4.A</td>
<td>General</td>
<td>95</td>
</tr>
<tr>
<td>III.4.B</td>
<td>Access</td>
<td>95</td>
</tr>
<tr>
<td>III.4.C</td>
<td>Data</td>
<td>95</td>
</tr>
<tr>
<td>III.4.D</td>
<td>Documents</td>
<td>95</td>
</tr>
<tr>
<td>III.4.E</td>
<td>Substance Testing</td>
<td>95</td>
</tr>
<tr>
<td>III.4.F</td>
<td>Maintenance</td>
<td>95</td>
</tr>
<tr>
<td>III.4.G</td>
<td>Record Retention</td>
<td>96</td>
</tr>
<tr>
<td>III.4.H</td>
<td>Vehicles</td>
<td>96</td>
</tr>
<tr>
<td>III.4.I</td>
<td>Facility Turnover</td>
<td>97</td>
</tr>
</tbody>
</table>

### III.5 INCENTIVES AND DEDUCTIONS PROGRAM

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>III.5.A</td>
<td>Incentive Program</td>
<td>99</td>
</tr>
<tr>
<td>III.5.B</td>
<td>Deductions Program</td>
<td>106</td>
</tr>
</tbody>
</table>

### III.6 OMISSIONS

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>III.6.A</td>
<td>Construction Obstacles</td>
<td>119</td>
</tr>
</tbody>
</table>

### III.7 METHOD OF PAYMENT

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>III.7.A</td>
<td>Hourly Rates</td>
<td>120</td>
</tr>
<tr>
<td>III.7.B</td>
<td>Calculation of Payment</td>
<td>121</td>
</tr>
<tr>
<td>III.7.C</td>
<td>Strike</td>
<td>124</td>
</tr>
<tr>
<td>III.7.D</td>
<td>Changes in Responsibility</td>
<td>125</td>
</tr>
<tr>
<td>III.7.E</td>
<td>Audit Settlement</td>
<td>125</td>
</tr>
</tbody>
</table>

### III.8 POST CONTRACT AWARD DELIVERABLES

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>III.8.A</td>
<td>Post Contract Award Deliverables</td>
<td>126</td>
</tr>
</tbody>
</table>
III.1 SERVICE PROVISION

III.1.A Introduction

The purpose of this procurement is to retain the services of a qualified Contractor to conduct the safe, reliable, efficient, and effective day-to-day operation of the herein-described bus services. The primary goal is to provide quality bus service that will maximize ridership. Unless otherwise noted, all duties, materials, supplies, etc. required in this RFP, will be provided by the Contractor as part of the overall cost, rather than being an “extra.”

III.1.B General Description of Tasks to be Performed

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

III.1.B.1 Equipment Acquisition - All activities associated with the procurement of equipment required for the operation of the system, other than PRTC-owned assets. These acquisitions include maintenance equipment; office furniture/equipment; non-revenue vehicles; and other equipment as needed.

III.1.B.2 Start-up - All preparations necessary to begin operation of the service. All personnel will be hired and trained, documented procedures will be established, an aggressive safety program will be developed, facilities and equipment will be prepared, operator assignments will be made or a pick will be conducted, and all other activities required for Contractor start-up performed.

III.1.B.3 Operate Service - The Contractor will coordinate, manage, and control all necessary service activities, which will 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, assignment dispatch, supervisor, safety, training, 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.

f. Establishing record-keeping, and financial practices.

g. Instituting incentive programs.

h. Developing methods to maximize service efficiency and reliability.
i. Providing vehicle maintenance.

j. Collecting and assembling data, such as National Transit Database (NTD) and others as requested by PRTC.

k. Implementing federally-compliant programs including Drug and Alcohol, Americans with Disabilities Act (ADA), Title VI, EEO, security, and any other programs that are mandated for federal or state assistance.

l. Providing required insurance.

III.1.C Description Of Services

III.1.C.1 Bus Service Operations – Services will be delivered according to PRTC’s “Bus Service Operating Procedures - 7-13-12 update” (BSOPs) and referenced attachments, as shown in the Appendix (“Emergency Service Plan - managers supervisors field staff (Fall-winter 2011-12 updated 02-28-12),” “Farebox Operating Procedures - May 2012,” “OmniLink MDT Operator's Guide - Version 1.9,” Pre-trip Post-trip inspection guide (updated 9-1-12)). PRTC will generally seek Contractor input when developing new or modifying existing procedures, which the Contractor will provide in a timely manner. A mix of PRTC staff (planning, dispatch, customer service, quality assurance, etc.) and appropriate representatives of Contractor staff (management, supervisors, dispatchers, trainers, etc.) will review the BSOPs on a regular basis to ensure they remain timely, accurate, and complete – the goal will be to completely review/revise the document as necessary annually. The Contractor will ensure that affected staff including those in management and supervisory roles, are provided materials and are fully trained in these procedures (including all updates) in a timely manner such that they can be held responsible for providing compliant service. Various sections of the BSOPs along with other essential materials contained in PRTC’s Emergency Book (see Appendix for “Items Contained in Emergency Notebooks Updated August 2012”) will be updated and distributed on approximately a monthly basis, or as otherwise needed. The Contractor will designate a specific staff member(s) to ensure updates are distributed and will ensure that modifications are understood by all affected employees.

All routes and schedules will be specified by PRTC – a compilation of the existing routes and schedules currently operated by PRTC are included in the Appendix, “PRTC Schedules - June Service Change,” and on PRTC’s website, www.PRTCtransit.org.

The Contractor will perform all scheduled service in accordance with the provisions of this Contract. Service will 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 will not disrupt the continuity of service.

III.1.C.2 Service Span – All routes operate Monday through Friday, approximately 255 days of service annually. At the present time, very limited bus service is operated on Saturdays,
and no service of any sort is operated on Sundays. This could change during the life of the Contract.

**III.1.C.3 Holidays** - Service will 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.

**III.1.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 greater Washington, DC area. The service and ridership grew dramatically between about 2000 and 2008 but has tapered off thereafter due to the economic downturn and capacity constraints at PRTC’s only transit storage and maintenance facility.

Each weekday morning, from around 4:30 to 9:00 AM, 95 OmniRide trips transport area commuters from eastern Prince William County to Arlington, VA, Washington, DC, and Tysons Corner. Ten trips provide mid-day/early afternoon revenue service between about 12:00 PM and 2:30 PM. In the afternoon, service begins around 3:00 PM with the last evening run ending at approximately 9:00 PM. The PM peak service for OmniRide currently consists of 105 trips. Additionally, one midday and two PM peak 45-foot buses provide strategic service in the DC/Pentagon area.

Buses assigned for commuter service are almost exclusively 45 foot, 57 passenger MCI D-series vehicles. They are generally 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 regarding whether a smaller bus can be assigned as backup if a 45-foot/57 passenger bus is not available.
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 County 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) and High Occupancy Toll (HOT) lanes of three interstates (I-95/395, I-66, and I-495) running at posted speeds of 55-65 MPH\(^4\). The last third of their trip is spent in the stop and go traffic of Washington, DC, Arlington, and Tysons Corner.

Daily ridership for the commuter bus service is currently about 7,500, with average loads of 35 passengers per trip. PRTC currently charges a one-way cash fare of $7.00 or $5.25 when riding with an electronic SmarTrip card\(^5\)(senior/disabled fares are half price in off-peak only). Virtually all OmniRide commuter riders are SmarTrip card users.

PRTC’s OmniRide customers are largely commuters – about two-thirds of whom are employed by the federal government. Since most have autos and other transit/ridesharing options, they are “discretionary” riders. As such, they have high expectations about service quality, in terms of safety, reliability, competitive travel times, and operator know-how and customer sensitivity. The presence of a very high incidence of discretionary riders and the needed service quality to attract and retain them figures importantly in PRTC’s evaluation of prospective service contractors, as reflected in the evaluation criteria appearing elsewhere in this RFP.

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 headways and travel times allow little opportunity to gain more use of the vehicles (29 buses serve two trips in the morning, 34 are used for doubles in the evening) though they provide enough cushion to ensure that the second leg of doubled trips generally do not run late. Between morning and evening peak service periods, OmniRide commuter buses layover at the PRTC Transit Center; buses are largely maintained during the midday layover and at night. 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 prepare proposals based on the scheduled revenue hours of service detailed in the Appendix (“Spring 2012 Run-Cut”). 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), there is a large amount of deadhead time.

\(^4\)Certain portions of I-66 operate at speeds far below those posted due to extreme congestion and lack of barrier separating HOV from the regular lane. I-495 (Beltway) HOT lanes are scheduled to open at the end of calendar year 2012. Also, there are plans to convert the HOV lanes on I-395 south of Interchange 2A and on I-95 south of the Beltway to HOT lanes by the end of calendar year 2014. HOT lanes will permit vehicles with less than three occupants to pay a toll to travel in these lanes in addition to HOV 3+ vehicles, which will not have to pay tolls to use the lanes. The planned conversion will make the HOV lanes as described tolled lanes at all times, with real-time dynamic pricing (varying charges) based on the volume of traffic so the lanes flow smoothly.

\(^5\) As of this writing, the fare for Tysons Corner service is the same as that charged for Metro Direct routes.
III.1.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 morning trips to the Vienna Metro station). A third Metro Direct route operates from Gainesville to the West Falls Church station with five one-way AM and five one-way PM trips. Currently, Metro Direct and Cross County services operate on weekdays only; however, PRTC anticipates beginning Metro Direct service to Franconia/Springfield this fall.

Metro Direct service costs $3.30 cash each way, or $2.65 if using a SmarTrip card (senior/disabled fares are half price in off-peak only) – roughly 88% of Metro Direct trips are paid with SmartCards. “Cross County Connector” service is an all-day, bi-directional service 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 in the next section.

These services consist of 52 AM and 63 PM trips. Vehicles used for both the Metro Direct and Cross County Connector services are single-door 40-foot transit buses with 43 or 45 seats and are primarily Gilligs (a mix of standard and low-floor models) with some Orion Vs in the mix. Daily ridership for these services is about 2,000, with average loads of 18 passengers per trip. Two 40-foot buses provide strategic service all day – one in eastern Prince William, the other in the Manassas area; a third 40-foot bus provides PM peak strategic service at the West Falls Church Metro station.

III.1.C.6 OmniLink Local Bus Service - This flex-route (route deviation) service is offered on six routes transporting people locally within the eastern Prince William and greater Manassas areas. Flexible routing (in which buses may deviate as much as ¾ of a mile <as the crow flies> off the established route for scheduled pick-ups and drop-offs) enables the service to reach a far larger market, obviates the need for complementary paratransit services and mainstreams individuals with disabilities. Not having to provide two separate local services nor having to continually grow paratransit service to meet demand allows PRTC to operate more flex-route service – more routes, longer service span, additional days per week, and higher frequency.

Four (4) such routes operate in eastern Prince William, three of which use the PRTC Transit Center as a timed-transfer location. Two additional routes operate in the Manassas area where they share several major bus stops but do not have a timed-transfer location. Flex-route service operates from about 5:45 AM to 10:45 PM, Monday through Friday, and from about 7:00 AM to 10:45 PM on Saturdays. Eastern routes operate on approximately 40 minute peak-period headways (50 minute off-peak, 90 minute Saturdays) while Manassas area routes have approximately 60 minute headways. Daily ridership on the six routes combined is about 4,000 trips.

OmniLink vehicles are 30-passenger, 30-foot Gillig low-floor buses – 18 are used in the peak periods. A strategic OmniLink bus is stationed in eastern Prince William for most of the day.

---

6 Manassas area services end around 8:00 PM.
7 Saturday service is only provided on the four eastern Prince William routes.
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 seven days in advance to arrange for the bus to pick them up and/or drop them off at or closer to their origin/destination. A limited number of off-route locations require no advance reservation to be dropped off and receive priority reservations (less than two-hours notice) for pick-ups – these are known as “on-demand” stops. Standing orders (subscriptions) for repeat trips are also accepted and constitute about 31 percent of the off-route trips. Overall, off-route trips account for about six 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 off-route trips, estimating running time, and maintaining “reasonable” on-time performance 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 off-route trips are required.

Currently, the fare per one-way trip is $1.20, $2.50 for an all-day pass, and $11.00 for a weekly pass (senior/disabled fares are half price and are offered all day). In compliance with the Americans with Disabilities Act (ADA), any customer (able-bodied and those with disabilities alike) can use the flex feature; however, a $1.00 per trip surcharge is paid by patrons under age 60 and able-bodied individuals. Riders use SmarTrip for about 50% of OmniLink trips.

III.1.C.7 Dispatching - The call intake, scheduling of off-route trip requests, and radio dispatching functions are PRTC responsibilities (as opposed to the Contractor). The Contractor is responsible for operator check-in, daily assignment of operators to runs and vehicles, “end-of-shift” check-in, distribution of information, collection of paperwork, etc. PRTC dispatchers will take over from the time operators log into service on the vehicle until they pull 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 PRTC dispatcher unless specifically authorized by PRTC. By “all communication,” PRTC means that issues regarding service changes, not routine supervisory communication with a bus operator intended to help bus operators do their job better (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.) PRTC dispatch may consult with both Contractor and field staff 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 specifically designated for the Contractor in the preceding discussion, but also 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 PRTC dispatcher may cede decision-making power to field staff, provided they are continuously apprised of changing conditions in a timely manner. 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 Sunday trip).

### III.1.C.8 Vehicle Assignment

PTRC currently requires the Contractor to 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. This is done because PRTC believes that when operators are assigned to the same vehicle they 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. However, PRTC is in the process of implementing an automated vehicle condition reporting system for pre- and post-trip inspections. The system, called Zonar (described in greater detail in Section III.1.D.2 Communications, Video, High Technology, and Farebox Equipment – Revenue Vehicles), is expected to improve inspection quality and result in better communications between operators and maintenance staff. At this time it is anticipated that the requirement to consistently assign specific vehicles to specific blocks will be dropped in an effort to improve operational efficiency. Should PRTC not be satisfied with this change it will revert to the prior model. In any event, it is the Contractor’s responsibility to ensure each service is always provided the proper-size/type of bus, as required by PRTC.

### III.1.C.9 Service Levels

Current revenue hours of operation and anticipated revenue hours at Contract start are depicted in the following table. Hours of service are subject to change prior to or during the Contract period.

<table>
<thead>
<tr>
<th></th>
<th>OmniRide</th>
<th>OmniLink</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Current Weekday Revenue Hours</strong></td>
<td>399.00</td>
<td>243.42</td>
<td>642.42</td>
</tr>
<tr>
<td><strong>Anticipated Weekday Revenue Hours 7/1/13</strong></td>
<td>468.00</td>
<td>243.42</td>
<td>711.42</td>
</tr>
<tr>
<td><strong>Current Saturday Revenue Hours</strong></td>
<td>0²</td>
<td>82.85²</td>
<td>82.85</td>
</tr>
<tr>
<td><strong>Anticipated Saturday Revenue Hours 7/1/13</strong></td>
<td>16.500</td>
<td>98.85</td>
<td>115.3598.85</td>
</tr>
</tbody>
</table>

### III.1.D Vehicles and Communication Systems

PTRC currently owns a fleet of 141 vehicles, however, when the new Contract begins, the fleet will have increased to 153. PRTC will provide all revenue vehicles necessary for normally scheduled services as they currently exist. PRTC will be responsible for providing a two-way

---

² The primary difference in revenue hours is due to a change being made under this Contract, whereby strategic bus/operator hours of service will be considered revenue hours of service; see further discussion later in this document.

² PRTC anticipates beginning Saturday service to the Franconia-Springfield Metro station this fall. This service is still anticipated but not likely until after July 1, 2013.

¹⁰ The primary difference in revenue hours is due to a change being made under this Contract, whereby strategic bus/operator hours of service will be considered revenue hours of service; see further discussion later in this document.
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 – see SectionIII.2.A.2 Vehicle Spare Ratio).

### III.1.D.1 Bus Fleet

The following is a summary of PRTC’s bus fleet. More information regarding vehicles is contained in SectionIII.2.

<table>
<thead>
<tr>
<th>Year</th>
<th>Make/Model</th>
<th>#</th>
<th>Feet</th>
<th>Service</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>2000</td>
<td>Orion V</td>
<td>13</td>
<td>40</td>
<td>Metro Direct, Cross County, Commuter Backup</td>
<td>7 active</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6 contingency</td>
</tr>
<tr>
<td>2002</td>
<td>MCI D series</td>
<td>38</td>
<td>45</td>
<td>OmniRide Commuter</td>
<td>Active</td>
</tr>
<tr>
<td>2004</td>
<td>MCI D series</td>
<td>8</td>
<td>45</td>
<td>OmniRide Commuter</td>
<td>Active</td>
</tr>
<tr>
<td>2004</td>
<td>Gillig Low Floor</td>
<td>16</td>
<td>30</td>
<td>OmniLink</td>
<td>11 active</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5 contingency</td>
</tr>
<tr>
<td>2005</td>
<td>MCI D series</td>
<td>5</td>
<td>45</td>
<td>OmniRide Commuter</td>
<td>Active</td>
</tr>
<tr>
<td>2005</td>
<td>Gillig Phantom</td>
<td>4</td>
<td>40</td>
<td>Metro Direct, Cross County, Commuter Backup</td>
<td>Active</td>
</tr>
<tr>
<td>2005</td>
<td>Gillig Low Floor</td>
<td>2</td>
<td>30</td>
<td>OmniLink</td>
<td>Active</td>
</tr>
<tr>
<td>2006</td>
<td>MCI D series</td>
<td>10</td>
<td>45</td>
<td>OmniRide Commuter</td>
<td>Active</td>
</tr>
<tr>
<td>2006</td>
<td>Gillig Phantom</td>
<td>1</td>
<td>40</td>
<td>Metro Direct, Cross County, Commuter Backup</td>
<td>Active</td>
</tr>
<tr>
<td>2006</td>
<td>Gillig Low Floor</td>
<td>4</td>
<td>30</td>
<td>OmniLink</td>
<td>Active</td>
</tr>
<tr>
<td>2007</td>
<td>MCI D series</td>
<td>1</td>
<td>45</td>
<td>OmniRide Commuter</td>
<td>Active</td>
</tr>
<tr>
<td>2008</td>
<td>MCI D series</td>
<td>11</td>
<td>45</td>
<td>OmniRide Commuter</td>
<td>Active</td>
</tr>
<tr>
<td>2009</td>
<td>MCI D series</td>
<td>11</td>
<td>45</td>
<td>OmniRide Commuter</td>
<td>Active</td>
</tr>
<tr>
<td>2010</td>
<td>Gillig Low Floor</td>
<td>1</td>
<td>40</td>
<td>Metro Direct, Cross County, Commuter Backup</td>
<td>Active</td>
</tr>
<tr>
<td>2010</td>
<td>Gillig Low Floor</td>
<td>1</td>
<td>30</td>
<td>OmniLink</td>
<td>Active</td>
</tr>
<tr>
<td>2011</td>
<td>MCI D series</td>
<td>4</td>
<td>45</td>
<td>OmniRide Commuter</td>
<td>Active</td>
</tr>
<tr>
<td>2012</td>
<td>Gillig Low Floor</td>
<td>13</td>
<td>40</td>
<td>Metro Direct, Cross County, Commuter Backup</td>
<td>Active</td>
</tr>
<tr>
<td>2012</td>
<td>MCI D series</td>
<td>5</td>
<td>45</td>
<td>OmniRide Commuter</td>
<td>Active</td>
</tr>
<tr>
<td>2013</td>
<td>Gillig Low Floor</td>
<td>5</td>
<td>30</td>
<td>OmniLink</td>
<td>Active</td>
</tr>
<tr>
<td>2013</td>
<td>Gillig Low Floor</td>
<td>11</td>
<td>30</td>
<td>OmniLink</td>
<td>On order</td>
</tr>
</tbody>
</table>

### III.1.D.2 Communications, Video, High Technology, Farebox and other Ancillary Equipment – Revenue Vehicles

Unless otherwise stated below, PRTC will provide all equipment described in this section in all revenue vehicles, will pay air-time service charges, and for software/firmware updates. PRTC will also be responsible for providing and maintaining base stations, facility antennas,

---

11 Status is that anticipated as of July 1, 2013
12 These were the first vehicles purchased that met 2010 EPA specifications.
13 Projected delivery fall 2013 – they will replace the remaining 2004 OmniLink buses, some of which may remain in the fleet as contingency vehicles. These will be the first vehicles purchased that meet 2013 EPA specifications.
and other in-house equipment used for dispatching. The Contractor is responsible for keeping all other equipment fully-functioning at all times including, but not limited to diagnosing problems, maintaining equipment as prescribed by the manufacturer (or in a manner consistent with best industry practices, in situations where no manufacturer maintenance is prescribed), replacing/repairing components, etc. The Contractor is also responsible for handling all warranty-related issues.

It is the Contractor’s responsibility to maintain whatever spares are needed to keep systems fully operational at all times and to return spare equipment in similar condition at Contract end.14 Spare equipment for existing systems is included in “Buses, equipment, spares, life miles, powertrain replacement” in the Appendix. On-going hardware maintenance agreements, extended warranties, etc. will be the Contractor’s responsibility.

In most cases, PRTC has equipment installed by the bus manufacturer or retrofitted to buses by a third party installation company; however, PRTC reserves the right to require the Contractor to install equipment to PRTC’s satisfaction, regardless of whether the installation is new equipment in a new bus, equipment transferred from an old bus to a new one, or if the equipment replaces existing equipment. In general, requiring the Contractor to install equipment would occur when, for example, the vehicle manufacturer charges a significant premium for equipment compared to purchasing directly from the equipment supplier, or when a radio system needs replacing. Should such a situation occur, PRTC will endeavor to have vehicles pre-wired for equipment during the bus build.

PRTC will replace equipment described in this section only when PRTC deems the system or components are beyond their useful life or PRTC desires enhanced performance, additional features, etc.

Whenever a new or replacement system is installed by a third party, regardless of whether PRTC or the Contractor is the purchaser, the Contractor will provide the following services, at a minimum:

- Provide appropriate staff to participate in project meetings
- Move vehicles
- Fully cooperate with vendors and PRTC
- Provide access to bus yard, maintenance bays, electrical connections, etc.
- Oversee Contractor personnel during times when maintenance staff are not otherwise scheduled for work
- In conjunction with PRTC, review and approve mounting/installation locations
- Review and provide input regarding power source, wiring, mounting/installation hardware, etc.
- Assist with testing, as required

---

14 When introducing new or replacement technology (such as the CAD/AVL system described below), PRTC typically purchases some components/equipment at the outset and will ensure that each new/replacement vehicle receives the necessary components, or counts on components being transferred from one PRTC vehicle to another. PRTC does not guarantee that spare components provided at the outset or at any time during the contract are adequate for the Contractor to meet the agency’s requirement that systems are fully functional at all times.
• Confirm proper functioning for acceptance
• Participate in operations and maintenance training and provide appropriate and adequate training to users

Existing and planned systems are described below.

a. **Two-way voice communications** - Two-way radio equipment includes equipment for hands-free operation as well as a privacy handset, on all revenue vehicles. Bus operators will use radios while driving only when it is safe to do so in accordance with applicable laws/regulations and will use proper radio etiquette at all times. Buses without properly working hands-free radios will not be used in revenue service. Radio equipment in all buses was replaced in 2009 (newer buses were equipped following delivery). In 2012, PRTC will migrate from using Nextel handsets to Advance Mobile devices on the Sprint push-to-talk network; Nextel handsets will be replaced with simple devices with only volume and channel controls; junction boxes will also be replaced. Note, as of this writing, the Nextel system also provides GPS data for tracking 40 and 45-foot buses through installed radio equipment; however, this may change to an interim system – see “Zonar” below.

b. **Computer-aided Dispatch/Automatic Vehicle Location (CAD/AVL) system** – As mentioned previously, PRTC is in the process of implementing a complete CAD/AVL system throughout the fleet. As of this writing, the system is expected to be accepted in early 2014; having been through similar projects, however, schedule slippage may result. A general description of the mobile, dispatch, and customer interface systems follows - see Appendix for full specification (“PRTC_Technical_Specification_Conformed_Spec_rev6”).

• Mobile System - The mobile system is designed for the transit environment. The mobile equipment consists of the mobile data terminal (MDT) with navigation, the Integrated Vehicle Logic Unit (IVLU), modem, antennas (GPS, cellular, and Wireless LAN), and interconnecting cables and connectors. Other equipment includes ADA annunciation equipment, automatic passenger counter (APC) equipment, and Farebox interface. The system communicates with the dispatch center and provides diagnostics, route and schedule adherence, passenger counts (door sensors), and transfer hold notifications. The system also allows indication, control, and display of data messages and annunciations (internal and external PA).

• Dispatch Center Operations and Controls - The Bus Operations System provides complete fleet management for the transit agency. Command information and continuous display of route, schedule, and fleet status permits the dispatch station communication and operational control. The Map Display System provides automatic vehicle location (AVL) using GPS technology to monitor and display vehicle positions on a geo-coded display of the service area. The AVL Map Display System shows all streets and intersections, route graphic and geographic information including time point locations, common
landmarks, and vehicle representations indicating direction of travel, schedule adherence, and alarms.

- **Customer Interface** - Customers will be able to determine current and predicted on-time performance via the internet, phone/interactive voice recognition (IVR), and cellular devices. Displays of bus arrival times will be installed at the PRTC Transit Center.

c. **GreyHawk mobile data terminals (MDTs)** - This legacy system will be replaced by the CAD/AVL system. In the interim it will be the Contractor’s responsibility to continue maintaining this equipment until it is decommissioned by PRTC. Equipment installed on all 23 OmniLink local buses includes 10-inch color touch screen units, GPS antennas, odometer readers, and emergency alarm buttons. The system interfaces with the Trapeze scheduling/dispatch system used by PRTC in dispatching and otherwise communicating with the OmniLink vehicles using digital data. Additionally, four Orion buses are wired/otherwise set up for this system, though only two have system equipment at any given time – the other two are available as backups and require equipment transfer. These Orion buses are used for strategic service for all modes, including OmniLink.

d. **Video – DriveCam** – All PRTC buses are equipped with the DriveCam DC3 system, which was installed by the current Contractor. DriveCam DCP3, or approved equal, will be required to be fully provided, installed, maintained, and paid for by the incoming Contractor. Should the existing contractor be awarded the Contract under this procurement, it will have up to one year to upgrade the system from DC3 to DC3P. Similarly, if a different Offeror is awarded the Contract and arranges with the outgoing contractor to transfer/assume the existing DriveCam equipment, the successful Offeror will up to one year to upgrade the system from DC3 to DC3P. The Contractor will fully utilize DriveCam (or approved equal) features, including fuel economy monitoring, to improve safe operations and reduce costs. Currently, there is no program in place to take advantage of DriveCam’s Fuel Management Solution. Since PRTC pays for fuel independent of the Contract, suggested programs designed to reduce PRTC expenses through improved fuel efficiency and reward the Contractor for documented fuel savings will be entertained. Existing DriveCam components include the DC3 Video Event Recorder and Fuel Management Solution.

e. **Video – Apollo** – All PRTC 30 and 40 foot buses are equipped with either a five or six camera system\(^\text{15}\) and it is PRTC’s intention to continue to equip vehicles with such systems as new 30/40 foot buses are added to the fleet. The Apollo system can be accessed real-time remotely, as well as provides typical historical review capabilities. Apollo components include: DVR unit, Access Point and Router (1 each per bus) and five (5) or six (6) cameras per bus.

---
\(^{15}\)All 30-foot buses have five camera systems, as do 40-foot buses purchased prior to 2012. 40-foot buses purchased from 2012 on have six cameras.
f. **Zonar** – During 2012, all buses will be equipped with the Zonar electronic vehicle inspection reporting (EVIR) system. The Contractor will be responsible for ensuring that Zonar data is fully integrated into the vehicle maintenance software system, including, but not limited to, generating work orders, providing feedback to bus operators regarding reported problems, etc. It is expected that Zonar will also be used to replace Nextel GPS tracking on an interim basis in non-OmniLink vehicles until the CAD/AVL system is installed. Zonar equipment includes: one (1) V2J Transmitter Box, one (1) EVIR Handheld device w/cradle, and multiple inspection “tags” located throughout the bus.

g. **Electronic fareboxes** – PRTC equips all vehicles with GFI Odyssey fareboxes and driver control units, provided/modified by Cubic. Equipment is the same as that deployed by all other metropolitan DC, Virginia, and Maryland public transit systems and primarily managed/overseen by the Washington Area Metropolitan Transit Authority (WMATA), including electronic revenue transaction processes, handled by the Regional Clearinghouse Service Center (RCSC). Ancillary equipment, includes: one (1) GFI Dualport vault; one (1) probing wand and two (2) spares; two (2) mobile vaults (for contingency use when the facility vault is unavailable); and one (1) dedicated laptop and probe (for unlocking the fareboxes and data collection if the garage computer in the revenue room is non-functional).

h. **Bicycle Racks** - All PRTC 30 and 40 foot buses are equipped with Sportworks VeloPorter 2 bike racks.

**III.1.D.3 Communications Systems – Contractor Vehicles and Personnel** - The Contractor will procure, install (if needed), maintain, and replace two-way radios that ensure that all Contractor supervisors, dispatchers, management, in-the-field maintenance staff, and other personnel as may be required by PRTC can be reached in order to thoroughly communicate via voice, text, and internet. The system must be fully compatible with PRTC's communications system(s) and must be approved by PRTC before its purchase, installation, and use. Contractor management will carry the same radio/cell phones with “Voxer” or approved equal two-way communication software 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. The Contractor will 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 will be responsible for monthly service charges for units described herein. The Contractor will establish, maintain, and monitor communications capability for staff to call or otherwise retrieve recorded service information and leave messages when live communication is not available. At the onset of the CAD/AVL system, PRTC will provide one installed field CAD/AVL system for up to eight (8) Contractor vehicles. It is the Contractor’s responsibility to maintain, install, replace, repair, and augment this equipment such that all Contractor-supplied support/service/management vehicles are and remain equipped throughout the life of the Contract.
III.1.D.4 PRTC Use of Revenue Vehicles – Qualified PRTC employees will be permitted to drive agency-owned revenue vehicles for legitimate purposes (e.g., route timing) and be covered by Contractor’s insurance. Such usage will normally be non-revenue service except in emergency or Contractor staff-shortage situations. Qualified PRTC employees are those who:

1. Posses a valid Commercial Driver’s License (CDL) with appropriate endorsement(s).
2. Posses a valid DOT medical card.
3. Have no more than three (3) moving violations over the past three (3) years.
4. Have no more than one (1) moving violation in the previous twelve (12) months.
5. Have two (2) full years with no violations, if license has ever been suspended.
6. Have a driving license (not necessarily a CDL) for at least three (3) years.

The process for PRTC employees driving PRTC buses is as follows:

- A PRTC employee makes the PRTC Director of Planning and Operations aware of the desire/need to drive a PRTC bus.
- If considered legitimate, the PRTC Director of Planning and Operations will forward the need in writing (e-mail is acceptable) to the Contractor’s General Manager.
- The Contractor’s General Manager will, in a timely fashion, confirm in writing that the individual(s) is(are) qualified and, if so, authorize such use.
  - Note that if time is of the essence and the PRTC Director of Planning and Operations cannot be reached, the PRTC Manager of Planning and Quality Assurance or any other PRTC Director (including the Executive Director) can initiate the request. If the Contractor’s General Manager cannot be reached, approval shall be sought from other Contractor personnel, in accordance with the Contractor’s chain of command.

The PRTC Director of Planning and Operations or designee will inform whomever the Contractor designates as their point of contact of all PRTC employees who volunteer to be available to drive buses. The Contractor will:

- Check all such PRTC employees’ credentials and ensure that credentials remain valid.
- Conduct and evaluate Department of Motor Vehicle checks in the same manner as it conducts its own bus operator checks.
- Add all such employees to the Contractor’s substance abuse testing pool.
- Inform the Director of Planning and Operations or designee if employees are not qualified to drive.

III.1.D.5 Strategic Vehicles and Operators – The Contractor will post strategic buses and operators as specified below to be used at the PRTC Dispatcher’s discretion, including how bus/operator are used, alternate staging location as may be necessary, etc. As with regularly
scheduled services, strategies will remain in service as necessary in order to complete revenue operations at no additional cost to PRTC. Strategies will be provided as follows:

- One (1) 40-foot bus in the eastern Prince William service area from first pullout until last bus finishes a revenue service.
- One (1) 30-foot bus in the eastern Prince William service area from 0900 to 1700.
- One (1) 40-foot bus at Manassas Mall from 0400 until 1930.
- One (1) 45-foot bus at/near the Pentagon from 1200 until 1445.
- Three (3) 45-foot buses at/near the Pentagon from 1500 until 2000.
- One (1) 40-foot bus at West Falls Church Metro station (expected to change to Tysons Corner late 2013/early 2014) from 1500 to 1900.
- One (1) 30-foot bus on Saturdays at the PRTC Transit Center from 0645 to 2245.

Should increases in strategic services be needed, added strategic hours/shifts will be paid at the revenue hour rate, unless PRTC and the Contractor agree it is in their mutual interest to add strategic coverage and PRTC is not in a position to pay the revenue hour rate; should this happen, PRTC will compensate the Contractor at its “avoidable cost rate” (see Section III.7.A Hourly Rates).

III.1.D.6 Service/Support Vehicles - The Contractor must provide all other rolling stock used to support the service such as road supervision, accessibility backup, maintenance vehicles, and bus operator relief/shuttle vehicles. Vehicles will be white, unless otherwise approved by PRTC, and will 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. At a minimum, all supervisor and road call maintenance equipment will include a roof-mounted emergency light system.

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 will be presentable (to PRTC standards) at all times; since supervisor vehicles may be used to transport patrons, interiors will likewise be presentable. All body damage will be repaired promptly. If necessary, towing may be handled by contractual agreement with local firms.

III.1.E Service Changes

III.1.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 will 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.
III.1.E.2 Blocking and Run-cutting - The Contractor is responsible for blocking, run-cutting, and other related functions, using Trapeze software products (FX and Blockbuster) licensed and maintained by PRTC. The Contractor will provide at least one (1) staff member who has substantial run-cutting and blocking experience and has been trained by Trapeze in the use of their products. PRTC reserves the right to approve all blocking and run-cuts.

III.1.E.3 Turnsheets – PRTC will 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. The Contractor will provide and maintain turnsheets for all out-of-service moves including, but not limited to, deadheads which will include recommended routings as well as alternate routings for each move and preferred and alternate staging locations.

III.1.E.4 Planning Assistance – At PRTC’s request, the Contractor will provide appropriate personnel and vehicles to assist with such efforts as locating and re-locating bus stops and preferred off-route trip locations, timing/re-timing routes, developing alternative run-cuts, investigating new and revised routing and scheduling options, solving loading problems, and other operations planning assistance. Most of these services will require the assistance of supervisory or training personnel. For assistance requiring the use of bus operators, PRTC will pay the “avoidable cost rate;” other services will be provided at no additional charge.

III.1.E.5 Communicating Information

a. Service Changes - The Contractor will establish procedures for how service changes (permanent, temporary, and immediate) are communicated to operators, supervisors, trainers, and other “need to know” parties other than customers and the general public. 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.

b. Other Information – The Contractor will establish procedures for how other information will be communicated to appropriate staff. Other information includes, but is not limited to: new policies/procedures; marketing programs; safety messages; reminders; and detours. Included in the plan will be a description of what information will be placed in which locations in the operators’ lounge and other places in the building. A reference area will be set up and maintained in the operators lounge such that operators can review Bus Service and Farebox Operating Procedures and other materials they may need to review to correctly perform their job at PRTC. Ideally, in addition to paper materials, the Contractor will place and maintain computer terminals in the operators’ lounge containing reference materials.

III.1.E.6 Planned Modifications – The Contractor will deploy sufficient field personnel to monitor/supervise operations to ensure smooth, consistent implementation of new and modified services. Although such monitoring and supervision is primarily the responsibility
of the Contractor, PRTC Planning and Operations staff may provide limited assistance, at
PRTC discretion, when necessary to ensure that essential areas are covered.

a. **Minor Route and/or Schedule Changes** - PRTC will in most cases provide at least a
one (1) week notice, but as little as 24 hours notice may prove necessary 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 timeframe available, may be given verbally and
then confirmed in writing.

b. **Major Route and/or Schedule Changes** - Except for emergencies, PRTC will make
every effort to implement major service changes no more frequently than two times
per year in coordination with the Contractor’s periodic bus operator work run bids
(picks); the general timeline for semi-annual service changes is included in the
Appendix (“Service Change Timeline”). PRTC currently has two service changes
each year, generally in the spring and fall and, while PRTC attempts to avoid changes
between service changes, they are sometimes necessary and will be implemented by
the Contractor. There is also a winter operator pick, but there are rarely any service
changes at that time. Should the Contractor have a series of operator picks that are
not implemented to PRTC’s satisfaction, PRTC may disallow the winter pick
temporarily or permanently. Contractor staff, including but not limited to those
responsible for run-cutting and bus operator training, will attend regular service
change committee meetings convened by PRTC to provide input on proposed
changes and remain current and aware of planned changes. Contractor participation in
service change committee meetings will be considered notification of changes. The
Contractor will submit a proposed run-cut within three weeks of receiving the final
route schedules from PRTC and simultaneously convene a meeting with key
Contractor and PRTC staff to review the draft run-cut and propose changes, if
necessary. PRTC will provide a written summary of major changes prior to the date
of implementation to assist the Contractor with staff familiarization/training.

### III.1.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 (see Appendix “Emergency Service Plan - managers supervisors field
staff (Fall-winter 2011-12 updated 02-28-12)” that calls for specific service
modifications in response to winter weather and emergency situations. The
Contractor is responsible for ensuring that all personnel are thoroughly familiar
with the Plan so it can be implemented properly on short notice. In emergency situations, it is expected that the Contractor will work closely with PRTC, in whatever capacity PRTC deems necessary, and quickly provide whatever resources are required.

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, PRTC will take the lead, with the Contractor’s input/assistance, 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 in Section III.1.E.7 a – c are implemented, the Contractor will 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 will be based on the actual number of revenue hours of service provided.

**III.1.E.8 Special Event Service** - The Contractor will perform special services as requested by PRTC. Special event services include, but are not limited to, travel training, marketing services, pre-holiday extra midday bus service, qualified human service organizations (QHSOs), charter service to government officials on official government business, emergency preparedness planning, etc. The Contractor will be paid for these services on a revenue hour basis from the time a bus is requested to be on-site until it completes service or is otherwise released by dispatch. In situations when a bus provides special event service where a bus is required to remain with the group in stand-by mode, such stand-by time will be counted as revenue hours. On occasions where PRTC determines that the time between the initial trip and the returning trip is sufficiently short that it does not make sense for the bus to deadhead to and from the garage, such time will be considered stand-by time and will be counted as revenue hours. The Contractor will provide supervisor coverage at the Pentagon whenever pre-holiday extra midday bus services are in effect. Typically, supervisors are not needed for other special event services; however, the Contractor will provide such services if requested by PRTC. On average, the following number of special event services have been provided:

---

16The terms “qualified human service organization (QHSO),” and “charter service to government officials on official government business” are from the Federal Transit Administrations January 14, 2008 final rule on charter bus services and PRTC’s adopted policy in response to the final rule, dated March 6, 2008.
<table>
<thead>
<tr>
<th>Service</th>
<th>Approx. # buses</th>
<th>Approx. # revenue hours</th>
<th>Approx. # occurrences</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-major holidays</td>
<td>11</td>
<td>27</td>
<td>6</td>
</tr>
<tr>
<td>Pre-minor holidays</td>
<td>3</td>
<td>9</td>
<td>8</td>
</tr>
<tr>
<td>Others</td>
<td>1</td>
<td>Varies</td>
<td>28</td>
</tr>
</tbody>
</table>

**III.1.E.9 Substitute Bus Service for VRE Service Stoppages** – PRTC assists the VRE by arranging 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, 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. Payment for VRE services is the same as special event services with the exception that a minimum of one (1) revenue hour is paid for every bus departing the garage; service in excess of one (1) hour reverts to actual revenue hour payment - from the time a bus arrives on-site until the time the bus is released from service. Typically, supervisors are not needed for substitute bus service for VRE; however, the Contractor will provide such services if requested by PRTC. On average, there are two VRE bus service substitution events per year of varying length and number of buses.

**III.1.E.10 Early OmniRide Pullouts**–Due to changing travel patterns and the likelihood of longer deadhead times, PRTC typically requires initial PM OmniRide trips (commuter and the Manassas and Linton Hall Metro Direct routes) to pull out from the garage fifteen (15) minutes earlier than normal on Fridays between Memorial Day weekend and Labor Day weekend. Early pullouts are also typically required on the Wednesday preceding Thanksgiving though, depending upon when holidays fall, such service is sometimes required on the day preceding significant holidays. Early pullouts may also be required on other rare occasions. Payment for early pullouts will be made at the avoidable cost rate.

**III.1.E.11 Services Not Operated** - PRTC will not compensate the Contractor for services not operated, such as during extreme inclement weather.

**III.1.F Personnel – Bus Operators**

**III.1.F.1 Recruitment, Remuneration, and Retention**–Having experienced excessive operator turnover in contracts prior to the current contract and the resulting operational difficulties, the attraction and retention of an operator workforce that feels invested in being part of the PRTC team continues to be a paramount PRTC aim. Toward that end, PRTC has placed significant emphasis on the importance of making the agency an attractive place to work, with results that evidence success – total turnover has averaged 31 percent (excluding trainees) over the past five years and net turnover (only those operators who chose to leave PRTC excluding health reasons, trainees, resignation in lieu of termination, and retirement) has averaged just under 11 percent.
Given the low level of turnover and having a general sense of neighboring contracted bus properties operator wages and benefits, PRTC believes that current contract wages and benefits are in the mainstream. The Contractor will pay at least the same starting wage and, at a minimum, provide the same benefits as are provided by the current contractor.

PRTC expects that a large portion of the existing bus operator workforce will be retained by the next Contractor, predicated on the requirement that the next Contractor will also provide at least the same wage and escalation, and at a minimum, the same benefits provided by the existing Contractor. Current contractor operator wages and benefits are included in the Appendix (“Bus Operations Staffing and Wages”). PRTC expects the Contractor to grow both the starting wage and existing operator wages to remain competitive over the Contract’s duration. To facilitate this, the Contract revenue hour rate will be escalated annually by two percent (2%) or the actual value of the cost of living index (whichever is greater), effective July 1st of each contract year. PRTC is introducing the annual two percent (2%) floor with this procurement in an attempt to provide more predictability to the Contractor to aid in cost/revenue estimation and wage/benefit negotiations.

III.1.F.2 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 Contractor management assigning new/extraboard operators 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. The only exception to vacated assignments is that an assignment vacated for at least 20 days may be made available for operators to “bid” on and awarded to the senior-most operator, however, this shall not trigger a bump pick, as management shall assign a permanent (interim) replacement operator to perform the assignment vacated by the senior-most operator selected to perform the originally vacated assignment. Similarly, new “minor” pieces of work initiated at times not coinciding with a pick shall be assigned a consistent interim operator.

III.1.F.3 Extraboard - The Contractor will provide an extraboard sized to ensure that scheduled assignments are served and that only adequately trained bus operators provide revenue and strategic services. All personnel picking an extraboard assignment will be thoroughly trained and certified to operate all PRTC routes. Should the Contractor assign new bus operators who have not previously picked an assignment to the extraboard, work assignments will be limited to those made enough in advance as to allow these operators to adequately prepare themselves to perform the service without incident (i.e., safe, on time, knowing in-service and deadhead routes, bus stops, time points, fares, etc.). The Contractor will give top priority to assigning extraboard pieces of work with the longest lead times
(known about furthest in advance\textsuperscript{17}) to new bus operators who have not previously picked an assignment. The Contractor will track the use of new bus operators who have not previously picked an assignment and may select them for extraboard assignments with less advance notice if they have previously driven the specific route(s)/trip(s) in the same direction(s) in revenue service. In their proposals, Offerors should consider non-traditional, but fair and equitable, approaches to extraboard operations. One possible example would be to develop minimum criteria for operators picking the extraboard and means of attracting qualified operators to bid on such work.

**III.1.F.4 Run-cuts** – In general, OmniLink and OmniRide assignments, will be separate and PRTC expects the Contractor to cut runs such that the vast majority of bus operators pay hours is at least close to full timework that provides full benefits. With regard to OmniLink, a minimum operator shift will be no less than three hours.

Rostering is acceptable whereby, for example, one operator may work the same AM and PM piece three (3) days per week and operate another piece of work two (2) days per week. However, no more than two (2) different operators will be assigned to the same piece of work each week, e.g., one (1) operator may operate the D101 AM three (3) days per week and another two (2) days per week but three (3) or more operators assigned to the D101 AM in a week is not acceptable.

PRTC will provide the service schedules to the Contractor during the performance of this Contract. The Contractor will be responsible for developing operator assignments from the schedule provided by PRTC. PRTC will provide the Contractor approximately nine (9) weeks in advance of a schedule change to prepare a run-cut, have it reviewed by PRTC, and conduct the run pick and all other work necessary to implement the service. PRTC will endeavor to periodically examine running times to ensure that printed schedules are reasonably accurate estimates. Should the Contractor identify running times that are perceived to be unrealistic, PRTC will evaluate and make changes as it deems appropriate. PRTC will also perform such checks when initiating new or modifying existing services.

The Contractor will use the spring 2013 run-cut developed by the existing contractor at the start of service and will develop and submit for PRTC approval its own initial run-cut for the fall 2013 service change. The run-cut currently in effect is included in the Appendix (“Spring 2012 Run-Cut”).

**III.1.F.5 Report Time** – The Contractor will ensure operators are provided and paid for adequate report time for check-in and to perform thorough vehicle pre-tripping. The Contractor will pay additional report time to new bus operators for at least their first 10 working days.

**III.1.F.6 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

\textsuperscript{17} Such work includes vacation and medical hold-downs, filling assignments for operators who resign or are terminated, and other situations where the need for extraboard personnel is known at least four working hours in advance.
in service will continue in service on their route if no other operator is available for on-time relief. OmniLink is a continuous service meaning that there is no scheduled recovery time. The Contractor will ensure that all straight shift operators are provided an adequate break. The Contractor will pay operators for travel time at the operators current wage if their shift begins or ends at a location other than the PRTC Transit Center (or at the new western facility, when that location is opened), whether they’re driving themselves or being transported.

### III.1.G Other Personnel Positions

The Contractor will employ and train the personnel necessary to enable the Contractor to perform the services required hereunder in a thorough and top-quality fashion. Having contracted-out services for over 20 years, PRTC has a very good sense of what personnel are necessary to provide all services required in this RFP to the level of quality expected. Toward that end, PRTC believes the complement of personnel depicted in the Appendix (“Bus Operations Staffing and Wages”) represents adequate staffing. **At a minimum, therefore, PRTC expects Offerors to propose at least the same number of positions with similar roles and responsibilities; to fill those positions with fully-qualified, experienced personnel; to pay the same or higher wages and to offer the same or better benefits.**

Offerors may choose to perform certain functions necessary to fulfill Contract requirements by 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.

The successful Offeror, after operating for a sufficient period of time as PRTC’s Contractor, is encouraged to suggest possible Contractor staff changes through increased efficiencies, technology, reorganization, etc. that will result in savings accruing to both the Contractor and PRTC with no degradation of performance and quality. The Contractor will increase positions as necessary to maintain the ability to fully perform all required Contractual responsibilities.

The rest of Section III.1.G contains requirements for some specific positions, class of employee, divisions, and/or all employees - they are in no way intended to be all inclusive.

#### III.1.G.1 Key Personnel

PTRC expects the Contractor to provide and retain the best individuals in their field to fill top management positions under this Contract. Top management positions are considered “key personnel” and PRTC reserves the right to approve all Contractor-proposed candidates and to require the Contractor to add or to eliminate management positions. Key personnel include the following positions:

- general manager

---

18 Bus operator and technician benefits are included in the Collective Bargaining Agreements included in the Appendix (“PRTC Operator CBA 2012 – 2015” and “PRTC Technician CBA 2011 to 2014”). For all other positions, benefits will include, at a minimum: health care including dental and vision; life insurance; retirement plan; vacation time; sick days; and holidays.
• assistant general managers of:
  ○ operations
  ○ maintenance
  ○ finance/administration
  ○ safety/training
• maintenance quality assurance manager

Key personnel will be dedicated 100 percent to PRTC service management and will not be responsible for the management of, nor used as a resource for, any other projects without prior approval by PRTC. The general manager will oversee both operations and maintenance departments, providing a single point of contact and responsibility.

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. Toward that end, PRTC requires that each individual proposed for a key personnel position sign a contract with the Contractor stating they will forego other opportunities within the Contractor’s organization for at least one year from the Contract start date, unless PRTC agrees to allow a change or requests a replacement.

III.1.G.2 Middle Management, Support, and Administrative Positions - The Contractor will provide and retain the complement of middle management, support, and administrative personnel necessary to allow top management to effectively manage the Contract in a forward-thinking, hands-on, and proactive manner and to respond to problems that arise in a timely, thorough way.

III.1.G.3 Supervisors

Supervisors are critical to making sure that service on the street and on the property are provided in the safe, timely, and otherwise professional manner required by PRTC.

a. Coverage - the Contractor will, at a minimum, provide the following supervisory coverage regardless of weather, traffic, or other conditions requiring extended coverage hours; shifts will overlap to provide transition communication between supervisors:

• One yard supervisor from at least 30 minutes prior to first scheduled pull-out until last bus pulls-in
• One street supervisor in eastern Prince William from first scheduled pull-out until last bus pulls-in
• One street supervisor in the western Prince William/Manassas area from first scheduled in-service time until last bus stop is served
• One street supervisor at the Pentagon from first scheduled PM trip until last PM trip departs
• One street supervisor in Washington, DC from first scheduled PM trip until last PM trip departs

• One street supervisor/dispatcher on Saturdays from at least 30 minutes prior to first scheduled pull-out until last bus pulls-in

• Five auxiliary supervisors (staff that are fully trained to be a supervisor or dispatcher but not used in that capacity full-time) to cover for supervisor or dispatcher shortages due to illness, vacation, resignation/termination, etc.

b. Supervisor duties –Supervisor responsibilities will vary depending on position. PRTC requires street supervisors to perform the following general functions:

• Assure that all required service levels are met, including bus and stop cleanliness, graffiti, bus interior temperature, body condition, and general appearance

• Initiate detours in the event of service disruption and reports such events to dispatch

• Take direction from and provide information to PRTC and Contractor Dispatch and other PRTC personnel including operations staff

• Ensure operators are performing assigned duties correctly and safely and that all job specifications are met

• Research and review proposed off-route trip locations for safe operability

• Serve as liaison with clients, peace officers, and management in the event of a disruption, and solicit customer feedback, reporting to Customer Service as needed

• Monitor service through visual checks and other means as available

• Participate in PRTC/Contractor committees (e.g., Service Change Committee, Operations Committee, etc.) as required by PRTC

• Prepare daily reports and other documents as required

• Maintain an accurate notebook in order to recall details of events

• Report any anomalies and concerns, including changes in traffic patterns, road conditions, unsafe bus stops, dirty/damaged shelters, missing/damaged bus stop signs, etc.

• Respond to accidents and incidents, conduct investigation, and complete reports

• Perform off-route trips when service demands cannot be met through normal means

• Perform speed checks using radar gun

Each supervisor position has additional specific duties related to time of day and/or assigned location. For example:

• The Pentagon supervisor serves the most heavily used bus bays in the PRTC system and, therefore, is highly involved with customers and must have ability to combine trips and communicate to passengers and dispatch when needed due to high potential for service delays in the DC area.
• The yard supervisor is critical during peak pullout periods to ensure safe and on-time departures. The yard supervisor is also responsible for ensuring that an adequate number of spare buses of each vehicle type will be pre-tripped prior to all pull-outs so they can quickly be substituted for buses that have problems preventing them from being used in revenue service as well as buses that extraboard operators can use when given assignments requiring them to quickly leave the facility to begin service.

III.1.G.4 Assignment Dispatchers

The Contractor will provide staff in the dispatch office whose primary responsibility is ensuring proper assignment of services in a timely manner.

a. **Coverage** - the Contractor will, at a minimum, provide the following dispatcher coverage - shifts will overlap to provide transition communication between dispatchers:

- One assignment dispatcher from at least 30 minutes prior to first scheduled pull-out until the last bus operator returns
- An additional assignment dispatcher between 10:00 AM and 6:30 PM
- An additional assignment dispatcher between 11:00 AM and 3:30 PM
- A lead assignment dispatcher overlapping all shifts

b. **Assignment Dispatcher Duties** - Assignment Dispatchers will work with and take direction from authorized PRTC personnel including operations staff, dispatch, and others as may be designated by PRTC. At a minimum, PRTC requires assignment dispatchers to perform the following functions:

- Checking in operators
- Assigning work and vehicles
- Posting extraboard assignments for the next day by 3:00 PM
- Checking in operators at the end of their shift, collecting any paperwork from operators
- Working with PRTC dispatch for replacement operators and buses as necessary
- Working with PRTC dispatch during incidents to minimize interruptions and delays
- Participating in PRTC/Contractor committees (e.g., Service Change Committee, Operations Committee, etc.) as required by PRTC.

III.1.G.5 Safety and Training Personnel

The Contractor’s safety and training group is responsible for ensuring that operators are thoroughly trained in all service aspects prior to operating a bus in revenue service by themselves. This group is also responsible for conducting required periodic operator service evaluations following entry into revenue service (minimally after one (1) week, one (1)
month, three (3) months, six (6) months, one (1) year and annually, thereafter. PRTC’s Quality Assurance staff independently monitors all aspects of the Contractor’s operation with a focus on random, periodic operator service evaluations. PRTC’s evaluation forms will be used by both PRTC and Contractor staff (see Appendix “PRTC QA Service Monitoring Forms”). At least one (1) classroom instructor and four (4) behind the wheel trainers will be provided.

PRTC also employs a “mystery rider” program that is used to covertly investigate concerns that have been brought to PRTC’s attention.

Primary safety and training staff functions include, but are not limited to:

- Implementing the PRTC-approved training program elements as described in, and in compliance with Section III.1.H - Personnel - Employee Hiring, Training, Testing, and Certification.
- Participating in PRTC/Contractor committees (e.g., Service Change Committee, Operations Committee, etc.) as required by PRTC.
- Closely coordinating and cooperating with PRTC Quality Assurance staff on periodic review of training program materials, monitoring of programs and records, and employee reviews.
- Closely coordinating and cooperating with PRTC Planning and Operations staff on communicating and implementing service changes.
- Closely coordinating and cooperating with PRTC’s “mystery rider” program as an element of bus operator reviews.
- Assisting PRTC staff with determination of the serviceability of proposed bus stop locations and off-route trip pick-up and drop-off locations.
- Investigating and advising on safety and operational issues brought forth by Contractor and/or PRTC staff and informing PRTC Planning and Operations of these issues as they are brought forth and investigated.
- Report any anomalies and concerns, including changes in traffic patterns, road conditions, unsafe bus stops, dirty/damaged shelters, missing/damaged bus stop signs, etc.
- Entering and maintaining safety-related data in the Management Information System (MIS - described later) as required by PRTC, including data necessary for proper NTD reporting. *Note: the Contractor will provide access for appropriate PRTC staff to Contractor accident/incident records necessary for proper reporting.*
- Entering and maintaining all data related to Contractor employee certifications in the MIS as required by PRTC.
- Entering and maintaining all data related to employee training and review programs in the MIS including review milestones and results as required by PRTC. *Note: Contract Deductions will not be assessed based on Contractor reviews of operator performance.*

III.1.G.6 Bus Service Quality Assurance Supervisor – The Contractor will employ an individual whose primary job is to investigate and provide PRTC responses to complaints
and Deductions quickly, track operator and service performance trends on a regular basis, and assist management in proactively managing the service.

III.1.G.7 Maintenance Personnel – PRTC takes great pride in its fleet and places great emphasis on ensuring vehicles are maintained to the highest standard to provide a long life of quality service. The Contractor will employ technicians, shop and bus service attendants (cleaners), and other personnel to perform maintenance and otherwise service PRTC vehicles. 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, video, etc.), and related mechanical parts, methods, and procedures used in servicing mechanical equipment for transit and over-the-road commuter buses. In addition to providing at least the same wage and benefits provided by the existing Contractor for staff who are retained under this Contract, Offerors will include pay differential for ASE Transit certified technician staff, as discussed in Section III.1.H.4 Maintenance Personnel.

III.1.G.8 Facility Manager – The Contractor will provide at least one facility maintenance employee to maintain and repair both PRTC and Contractor assets.


The Contractor is required to thoroughly train, test, and certify all individuals employed for work with PRTC. The rest of Section III.1.H contains requirements for some specific positions, class of employee, divisions, and/or all employees – they are in no way intended to be all inclusive.

III.1.H.1 Background Checking Requirements for All Employees

All employees hired by the Contractor will undergo extensive background checking before being hired to work on the PRTC Contract. Employees working under the current contract will be “grandfathered” into the next Contract. Background checking will include the following elements.

a. Under no condition will an applicant be accepted for this Contract if their background history (including fingerprint checks) does not comply with PRTC requirements; one set of requirements applies to all individuals hired for safety sensitive positions;19 the other for all other employees. PRTC uses the same

---

19 From the definitions section of the CFR - 49 CFR 1.51

Safety-sensitive function means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:

(1) Operating a revenue service vehicle, including when not in revenue service;
criteria when hiring its own staff. Both sets of requirements are included as attachments in the Appendix (“Conviction Criteria to be Applied to Safety-Sensitive PRTC and Contractor Employees” and “Conviction Criteria to be Applied to Non-Safety Sensitive PRTC and Contractor Employees”).

b. Applicants must be able to produce a credible background history of at least three years, be it in the United States or elsewhere. Note that this is referred to as a “background history” rather than an “employment history” because PRTC does not wish to preclude the hiring of individuals who may have fewer than three (3) years of employment history provided they have verifiable and above-board older history (e.g., a student, stay at home parent).

c. Background checks will span the entire allowable period of time – seven (7) years for those things expressly limited to seven (7) years by the Fair Credit Reporting Act (FCRA), and unlimited for criminal convictions (both felonies and misdemeanors).

d. Fingerprint checks must be performed by the Virginia State Police as PRTC (not the Contractor) is authorized by law to request.

III.1.H.2 Bus Operators

a. Hiring Requirements

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

i. The Contractor shall conduct pre-employment Department of Motor Vehicle (DMV) checks of all personnel, independent contractor, or subcontractor employees hired to operate buses in revenue service. Each operator must meet the following requirements:

- No more than three (3) moving violations over the past three years.
- No more than one (1) moving violation in the previous 12 months.
- If license has ever been suspended, applicant must have two (2) full years with no violations.
- Have a driving license (not necessarily a Commercial Drivers License (CDL) for at least three years.

(2) Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
(3) Controlling dispatch or movement of a revenue service vehicle;
(4) Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. 5307 or 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. 5311 and contracts out such services;
(5) Carrying a firearm for security purposes.
ii. Not be addicted to the use of alcohol or controlled substances.

iii. Not be subject to outstanding warrants for arrest.

iv. Be able to read, write, and speak English.

v. Be able to understand PRTC’s fare structure.

vi. Be able to learn PRTC routes and service area.

vii. Be responsible for knowledge of the service system design, connecting services, schedule for next vehicle, etc.

viii. Be sensitive to customer needs.

ix. Be able to handle complaints and problems as required.

x. Maintain a courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service.

b. Training Requirements

The minimum training period for operators will be six (6) weeks unless an operator with prior transit experience and/or a current CDL can be tested and certified in less time. Training will be provided such that operators receive CDLs early in the process in order to maximize time available for behind-the-wheel training. Unless otherwise approved by PRTC, all classroom training must take place at PRTC. For training purposes, assume PRTC major service changes are limited, in most cases, to twice a year. Training elements will include but are not limited to:

i. “Smith System” defensive driving program or proposed equal

ii. behind-the-wheel

iii. night-time operation

iv. adverse weather operation

v. safety, security, anti-terrorism, emergency, accident procedures

vi. customer relations and conflict resolution

vii. service(s), route, and schedule specific to assignment
viii. familiarization with all routes

*Note that PRTC’s services present unique challenges for providing route training to proficiency. The vast majority of commuter run assignments are split shifts and entail interlining routes such that a typical run includes six deadhead moves and three revenue trips. Additionally, origins and destinations are separated by, on average, 25 miles of interstate (I-95/395 and I-66) which include HOV restrictions, openings, and closing by time of day. While OmniLink routes comprise the significant majority of straight shifts, the hybrid nature of the flex-route operation, wherein operators must learn to navigate to often unfamiliar off-route locations, serve all bus stops, and keep the route acceptably on time presents a training challenge.*

ix. Emergency Service Plan (ESP)

x. PRTC Bus Service Operating Procedures (BSOPs)

xi. vehicle familiarization (all types)

- controls
- handling
- maneuvering
- backing up in-service vehicles
- pre and post-trip inspection procedures
- radio/MDT and other electronic systems

xii. revenue collection

- fare media
- equipment
- PRTC Farebox Operating Procedures (see Appendix – “Farebox Operating Procedures - May 2012”)

xiii. ADA training

- stop announcements
- vehicle identification at multi-route stops
- service animals
- service to persons using respirators and portable oxygen
- wheelchair lift/ramp operation, mobility device securement, and other accessibility equipment

xiv. schedule, map, and manifest reading

xv. radio procedures
xvi. destination signs  

xvii. boarding and alighting passengers  

xviii. uniform requirements  

xix. laws and regulations including OSHA  

xx. Passenger Assistance Techniques (PAT) training\textsuperscript{20}  

xxi. sensitivity training  

xxii. substance abuse training  

xxiii. First Aid, Cardio Pulmonary Resuscitation (CPR), and Automated Electronic Defibrillator (AED)  

III.1.H.3 In-Service Operator Training, Record Checks, and Certification  

a. \textbf{Training and Certification} - Ongoing training to ensure operators remain safe and knowledgeable will be an essential component of the training program. The Contractor will provide and complete supplemental training, evaluations, and certifications in the following areas:  

\begin{itemize}  
\item as needed, following a preventable accident, incidents that can be corroborated, and patterns of incidents whether they’re corroborated or not that signify unsatisfactory performance  
\item as required by changes in service, fares, operating environment, including distribution and adequate explanation of materials updating BSOPs and other documents pertaining to operators  
\item whenever assignment changes  
\item monthly (at least), safety meeting of at least one (1) hour  
\item annual refresher training of at least four (4) hours  
\item as needed following performance lapses, such as getting lost and failing to follow Bus Service Operating Procedures  
\item as needed refresher training to maintain First Aid, CPR, and AED certification  
\end{itemize}  

b. \textbf{Record Checks}– The Contractor will check DMV records at least every six (6) months for accidents, tickets for vehicle code violations, and review for valid drivers’ licenses of its employees whose job requires them to operate vehicles for this project. Additionally, the Contractor will ensure that each operator submits to a medical examination every two years (or more frequently if required statutorily) in order to have a valid DOT medical card.  

\textsuperscript{20} The Contractor will incorporate interactive components and coordinate with local human service groups for completion of PAT and sensitivity training.
III.1.H.4 Maintenance Personnel - Maintenance Personnel will be trained to proficiency on each of PRTC’s vehicles and sub-systems prior to the start of service. All technicians must have at least one ASE “Transit” certification\(^{21}\) and five (5) years’ experience on heavy duty trucks or buses. Alternately, technicians may be graduates of a certified two (2) year technical/vocational institute specializing in heavy-duty truck and bus repair and have two (2) years’ experience with heavy duty trucks or buses. At least one-third of the technicians will be ASE Transit Master Certified.\(^{22}\) The Contractor will pay a differential for hiring technicians with Transit ASE certifications and will offer pay increases for each Transit ASE certification achieved. All ASE certifications must be kept current through ASE’s recertification program. In addition, all mechanics will receive a minimum of 16 hours of technical/refresher training annually.

III.1.H.5 Facility Maintenance Personnel – At a minimum, personnel will have universal HVAC certification and experience in the repair and maintenance of plumbing, electrical, hydraulic, water, and pneumatic air systems.

III.1.H.6 Supervisors/Dispatchers – In order to be considered for a supervisor/dispatcher position, employees must be qualified, have previous bus operator and/or supervisory/dispatching experience, and meet all bus operator hiring requirements, including checking drivers license records initially and at least every six (6) months thereafter. Hired employees for such positions will receive PRTC bus operator training and receive in-depth training specific to these critical positions such that they can support, guide, and discipline operators and provide management feedback to ensure top-quality service. Supervisors will complete the National Transit Institute’s (NTI) *Fundamentals of Transit Supervision* course. Annual refresher training of at least four (4) hours is required for all supervisors.

III.1.H.7 Safety and Training Staff – In order to be considered for training staff positions, candidates must be qualified, have previous bus operator and/or supervisory/dispatching/training experience, and meet all bus operator hiring requirements, including checking drivers license records at least every six (6) months. Additionally, they will receive PRTC bus operator training. Thorough training provided by instructors who know how to teach and evaluate students is essential if operators are to be well-versed in their job on day one. At least two (2) members of the Contractor’s training staff will successfully complete the Transportation Safety Institute (TSI) *Instructors Course in Bus Operator Training* or the NTI *Transit Trainers’ Workshop*, AND NTI’s *System Security Awareness for Transit Employees (Train the Trainer)* course. Equivalent alternatives may be proposed.

III.1.H.8 Management – The Contractor will develop and implement a program to ensure that all on-site managers become intimately familiar with PRTC services, policies, and

\(^{21}\)ASE’s “Transit” certification program has only recently been introduced. To the extent that qualified technicians have Medium-Heavy Truck/School Bus certifications, the Contractor may hire technicians contingent upon them receiving the equivalent Transit ASE certification when their existing certifications expire, if not sooner.

\(^{22}\)Same as above. Existing Master Technicians must receive their equivalent Transit ASE certification as each certification expires, if not sooner.
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.

**III.1.H.9 Assistant General Manager of Finance /Administration** – This individual will have Bachelor’s degree in accounting or business administration, or a combination of education and experience equivalent to a Bachelor’s degree in accounting or business administration, with the ability to ensure accurate financial reporting and reconciliations as needed (primarily associated with the Cubic system, farebox revenues, and governmental agency reporting).

**III.1.H.10 First aid/AED/CPR** – The Contractor will be responsible for providing, either directly with certified and otherwise qualified employees or via a certified and otherwise qualified sub-contractor, first aid, CPR, and AED training and refresher training for all Contract operators, supervisors/dispatchers, and safety/training staff, plus any other PRTC and Contractor staff desiring certification. The Contractor will maintain certification records in the MIS for all trained individuals and ensure refresher training is provided prior to certification expiration.

**III.1.I Personnel - Other**

**III.1.I.1 Wages & Policies** – The Contractor will be obligated to pay the wages and provide benefits for its employees, and will cause the withholdings to be made as required in the performance of this Contract. The Contractor will 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 also comply with all applicable statutory/regulatory provisions, e.g., the Federal Transit Administration’s Drug and Alcohol Testing Regulations. The Contractor will hold PRTC harmless from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices.

**III.1.I.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.

**III.1.I.3 Removal/Reassignments/Absences** - PRTC will 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; all key personnel absences; and absences of managerial and supervisory positions of one (1) or more weeks. PRTC will be notified of all position vacancies within 24 hours.

Performance requirements of the management team include:

- Having either the general manager, AGM of operations, or supervisory personnel fully-vested with decision-making responsibility be on-site at PRTC from at least
one-half hour before the first operator reports for duty until the last operator checks in.

- Having the maintenance manager, quality assurance manager, or lead technician/shop foreman be on site during all hours when work is scheduled to be performed on vehicles.

- Ensuring all key personnel are on site (except for emergencies) for a minimum of two (2) weeks prior to and one (1) week following a major service change or major operator reassignments.

- Filling key personnel vacancies temporarily within five (5) working days and permanently replacing vacancies with personnel approved by PRTC within 45 days.

III.1.I.4 Safety Committee - The Contractor will establish a safety committee and meet on a monthly basis to discuss such issues as accidents, unsafe practices, security issues, facility/yard concerns, training refreshers and program improvements, etc. PRTC will appoint a representative to be a member of this committee.

III.1.I.5 Employee Review Program – The program will include use of behavior modification techniques. Each new bus operator will be reviewed and evaluated by appropriate Contractor staff after one (1) week, one (1) month, three (3) months, six (6) months, and one (1) year, unless more frequent monitoring as deemed necessary by the Contractor or PRTC. Thereafter, all operators will receive at least an annual performance review and certification. Reviews will also include evaluation of DriveCam (or approved equal) and other video events (e.g., Apollo vehicle cameras, facility cameras) for retraining if/as appropriate and otherwise for evaluation purposes to assist in developing/refining policies and procedures.

III.1.I.6 PRTC Orientation – All operator trainees will be made available for a PRTC orientation. The Contractor will reserve up to four (4) hours for this purpose.

III.1.I.7 Progressive Discipline Program – The Contractor will submit, for PRTC approval, a program of progressive discipline for each category of employees. Included will be policies and procedures for assigning “points” for policy violations including those discovered through safety reviews (including vehicle video), complaint processing, service monitoring efforts, etc and how progressive discipline will be applied. The program will include use of behavior modification techniques. All infractions and level of disciplinary action will be maintained in PRTC’s MIS.

III.1.I.8 Grievance Policy – The Contractor will develop and implement an employee grievance policy.

III.1.I.9 Employee Assistance Program (EAP) – The Contractor will provide an EAP for all employees serving under the PRTC Contract at no charge to the employee.
III.1.I.10 Employee Incentive Program – While PRTC provides an employee incentive program for Contractor employees, the Contractor will provide its own 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.). In addition to the incentive program, the Contractor will provide employee recognition awards for operator of the month, operator of the year, and technician of the quarter (PRTC provides a designated parking space, a PRTC bus bank, opportunity to be recognized at the PRTC Board meeting, and employees are interviewed for PRTC’s in-house and customer newsletters); the Contractor will provide recognition that dovetails with PRTC’s.

III.1.I.11 Manuals – Manuals, handbooks, etc. for this project will be continually modified and updated to comply with new and/or changed policies and procedures.

III.1.J Record-keeping and Reporting Requirements

The Contractor will keep up-to-date and accurate records in the MIS (see below) of all data related to the operations and maintenance of the Contract. The Contractor will make such data/records accessible to PRTC and prepare/submit reports as prescribed by this RFP, in approved formats, unless otherwise prohibited by law. PRTC expects the Contractor to use data to proactively manage the Contract; toward that end, the Contractor will make extensive use of both exception and trend analysis reporting. This section includes currently-required reporting, however, PRTC may request modified or additional reports as it deems necessary. Requests for new or modified reports will be accommodated within two (2) weeks.

III.1.J.1 Examination and Maintenance of Records - The Contractor will 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 will be housed on the PRTC network. All project records prepared by the Contractor will be owned by PRTC and retained in accordance with PRTC’s record retention procedures. The Contractor will 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.

III.1.J.2 Management Information System - PRTC utilizes TransTrack Business Intelligence Software as a primary management information system (MIS). The program is web-browser based and runs as a remote application using a secured VPN connection to provide access to historical data. This data is of significant value to different departments within PRTC and the bus operations Contractor for analysis and integration with other available data. Unless otherwise agreed to by PRTC, the Contractor will use the PRTC-provided MIS -- currently TransTrack -- to input, manage, and evaluate all Contract-related data.23

---

23 As PRTC’s CAD/AVL program is implemented, a number of the functions currently performed via TransTrack are expected to migrate to CAD/AVL.
The following is a listing of some of TransTrack’s important functions; more detail is included in the Appendix document titled “TransTrack Management Information System Overview Description of Modules including Annotated Screenshots.”

- **Daily Activity Sheet** – Maintains a record of activities and incidents such as service interruptions, unscheduled trippers and late pullouts.
- **Daily Dispatch Sheet** – Used to record exceptions to scheduled driver assignments. May also be used to store vehicles assigned by route run for a particular day.
- **Daily Information Tracking** – Items other than what is on the daily activity sheet. Like such as overcrowding, lift deployment, bicycle loadings and significant Events and Service Changes
- **Daily On Time Performance Monitoring** – by trip and/or route
- **Daily Service Monitoring** – Used to assess contractor performance and adherence to contract
- **Operations Tab** – **Monthly Service Change Summary** – Monthly summary of the impact to revenue and deadhead hours and miles from service interruptions, late pullouts and unscheduled trippers
- **Operations Reports** – Contains reports specific to operational data including service monitoring, contract adjustments, and actual hours and miles figures
- **Daily Pullout Sheet** – Date, Run #, Driver Name, Vehicle #, Trip #, Next Trip #, Shift, Division
- **Daily Pullout Sheet History** – Historical summary of drivers and vehicles by trip and route, including pull-out time, pull-in time, and trip start time
- **Personnel Tab** – **Agency Personnel** – Stores Agency personnel and associates personnel with a job title and flags to indicate roles in service interruptions
- **Feedback Tab** – **Daily Customer Feedback** – Use to record customer feedback (e.g., complaints, commendations, suggestions) as received
- **Fleet Tab** – **Vehicle Inventory** – detailed vehicle information required by NTD and useful to Agency (e.g. Hold Status)
- **Fleet Tab** – **Daily Roadcall Sheet** – Date, Division, Program, Route #, Vehicle #, Driver Name; Operations Vehicle Problem, Maintenance Vehicle Problem, Incident Type, Incident Reason, Agency Status, Mechanical, Non-Mechanical, NTD Status, View Active
- **Fleet Tab** – **Hold List** – Hold Date, Vehicle On Hold, Vehicle #, View Active
- **Farebox Tab** – **Daily Passenger Sheet** – record daily passenger boardings by fare
- **Farebox Tab** – **Ridership Reports** – Monthly Detail of Ridership by Line
- **Safety Tab** – **Daily Safety Sheet** – “Date, Division, Program, Route #, Vehicle #, Driver Name: Incident Type, Incident Reason, Agency Status, Mechanical, Non-Mechanical, NTD Status
- **Plan Tab** – **NTD Report Information** – Report of monthly summary of non-major safety and security incidents
• Feedback – Feedback Investigation – Used to record the results of Supervisor investigation and follow-up (e.g., spoke with driver, all vehicles late this day due to weather, not able to confirm)
• Operations – Service Monitor Ride Check
• Personnel – Employee Certification
• Personnel – Employee Training
• Routes – Run Cut Assignment Lookup – used for changing vehicle type requirements. List of run assignments by run cut version, shift, and routes
• Safety – Monthly Safety Summary – Monthly summary of safety incidents input on a daily basis

III.1.J.3 Financial Records – The Contractor will 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 (see Section III.1.O Fares and Fare Collection). The Contractor must conform with the FTA Uniform System of Accounts.

III.1.J.4 Invoices - The Contractor will submit monthly invoices to PRTC within ten (10) calendar days of the start of the following month for services rendered during the reporting period. The monthly invoices will be supported by back-up documentation as may be required by PRTC to establish that the amounts are allowable. Payment from PRTC will be made within thirty (30) days following submission of approved invoice.

III.1.J.5 Required Reports – At a minimum, the following reports will be provided by the Contractor. PRTC expects the Contractor to generate, evaluate, and use these and other reports/data to proactively manage the Contract.

a. Daily Ridership Reports - The Contractor will review ridership reports available in the Cubic/Nextfare reporting system on a trip-by-trip basis daily to ensure to a reasonable extent (as determined by PRTC), that bus operators are in compliance with farebox procedures (proper fares are being charged, ridership is attributed to proper trips, etc.). Any errors discovered during the review process will be reported to PRTC on a monthly basis no later than the 15th of the following month. Automated Passenger Counters (APCs) are a feature of the upcoming CAD/AVL system. The Contractor will be responsible for oversight and quality control of the migration of ridership data between CAD/AVL and the existing MIS.

b. Daily Revenue Reports – The Contractor will submit daily revenue reports associated with farebox handling, including bank deposit reports, deposit slips, revenue and token reconciliations and bus probing reconciliations. The Contractor will be responsible for ensuring, on a daily basis, each bus placed in service is probed in a timely fashion.

c. Monthly Report - Certain key information will be submitted in the form of a report for discussion at the first bi-weekly PRTC/Contractor management meeting of each month at least one (1) business day in advance. The report will include, but is not necessarily limited to, results of speed checks via radar detector and GPS monitoring, vehicle miles
between service interruptions (MBSI), and the technician/maintenance audit reports described below.

d. **Monthly Technician Status Reports** – The Contractor will prepare and update on at least a monthly basis a maintenance staffing report. The report will contain, at a minimum, information included in the example in the Appendix (“Current Maintenance Positions Report”).

e. **Contractor-performed Maintenance Audit Reports** – The Contractor will prepare and update on a monthly basis a report documenting the results of spot audits of buses, as described in Section III.2.N.2 Maintenance Auditing, Contractor Program.

f. **Operator Reports** - The Contractor will cause each operator of each bus to collect 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, NTD sampling, etc.

g. **Performance Reports** – Contractor will 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.

h. **Weekly Operator Status Reports** – The Contractor will prepare and update on a weekly basis a bus operator staffing report. The report will contain, at a minimum, information included in the example in the Appendix (“Operator Turnover-Training-Staffing LOG_09-05-2012”). The Contractor is expected to use the report to perform day-of-week and seasonal trend analysis, at a minimum, in order to maintain an adequate staffing level.

i. **Employee Incentive Earnings Report** – The Contractor will prepare and post a monthly report depicting each employee’s performance in the PRTC incentive earning program (described later). The report will be presented in a way that is confidential and easily understood by all employees in order to serve as the motivating instrument it is intended to be. The report(s) will be provided to PRTC electronically at the same time. An example of the current report is included in the Appendix (“2012_Employee Incentive Tracking Log_07-2012_July”).

j. **Vehicle and Equipment Reconciliation Report** - The Contractor will provide daily vehicle and monthly equipment inventory and reconciliation reports.

**III.1.J.6 Passenger Comments/Complaints** - PRTC places great importance on the timely and thorough resolution of passenger complaints. The Contractor will attach the same significance to each passenger complaint.

a. **Contractor Receives** - PRTC’s own customer service center receives and documents all telephone, written, e-mail/text, 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 buses. All Contractor employees will document operational problems or passenger comments/complaints. All such comments/complaints, be they verbal or written, will be transmitted to the Contractor Assignment Dispatcher who will in turn submit them to PRTC’s Customer Service Advocate on a daily basis, sooner if possible.

b. PRTC Receives – In the typical case, PRTC will receive and document passenger comments/complaints and log them into the MIS, enabling timely Contractor investigation and response as needed. The Contractor is required to track complaints appearing in the MIS system to ensure resolution. Within three working days of receiving a customer complaint, the Contractor will 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 database entry. The findings and resolution will account for past performance and appropriate progressive disciplinary action, if applicable, in addition to the facts of the particular complaint. The Contractor will also be responsible for incorporating the findings and resolution in the MIS system within the same three-day timeframe. PRTC will 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.

III.1.J.7 Vehicle Records – The Contractor will maintain a complete vehicle history of every vehicle provided within this program via a state-of-the-art, full-featured, Contractor-provided vehicle maintenance and inventory system. The Contractor will be responsible for importing all data records from the incumbent contractor’s vehicle maintenance and inventory system (DataStream, MP7). The fleet maintenance system will be fully automated and be available on the PRTC network or via the internet. The Contractor will 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, cleaning (other than regular daily), parts usage, unscheduled maintenance, fuel and oil usage, labor expended on each vehicle, and any other pertinent maintenance data. The Contractor is responsible for keeping the vehicle file current throughout the term of the Contract. The Contractor will be responsible for ensuring that Zonar data fully interfaces, in real-time, with the vehicle maintenance software system, including, but not limited to, generating work orders, providing feedback to bus operators regarding reported problems, etc. The Contractor is also responsible for ensuring that vehicle maintenance and inventory system fully interfaces, in real-time, with PRTC’s CAD/AVL. Contractor shall provide and maintain all software licenses (in PRTC’s name), keep systems current with software upgrades, patches, etc., and provide at the outset and upgrade as needed, all hardware and ancillary software. The fleet maintenance system will become the property of PRTC at the end of the Contract.

III.1.J.8 Pre-and Post-trip Vehicle Inspection Records – The Contractor will ensure that every vehicle will have complete pre-trip and post-trip inspections performed in compliance with federal and other applicable regulations. The Contractor will maintain all such records.
Pre-and post-trip inspections will be performed using Zonar (described earlier). Should a Zonar unit not function correctly, bus operators will prepare a written pre- and post-trip Driver Vehicle Condition Report (DVCR) covering, at a minimum, items in the “Pre-trip Post-trip inspection guide (updated 9-1-12),” included in the Appendix. The pre-and post trip inspections will be performed in the manner described by the Pre-Trip/Post-Trip Inspection Guide and in the Bus Service Operating Procedures. Any paper pre- and post-trip reports will be kept on file and entered into the maintenance software system on a daily basis. Pre- and post-trip policies and procedures may change as a result of modified requirements by federal, state, or local agencies or, if otherwise deemed necessary by PRTC.


III.1.J.10 Disaster/Major Incident Emergency Response and Recovery Plan for PRTC Facilities – As directed by PRTC, the Contractor will assist in developing, updating, and modifying PRTC’s Disaster/Major Incident Emergency Response and Recovery Plan for PRTC Facilities. Due to the confidential nature of this document, only the table of contents is provided in the Appendix (“Disaster Recovery Plan TOC”); upon award, PRTC will provide the Contractor with the complete document. The Contractor will take the lead role in developing and conducting tests, including tabletop and field exercises.

III.1.J.11 Hiring, Training, and Disciplinary Records – The Contractor will use PRTC’s MIS to maintain all records regarding operator, supervisor, dispatcher, safety/training, and mechanic hiring, training, certification, and disciplinary actions. This information will include, but is not limited to, hiring date, in-service date, name and ID number, DMV and CDL license checks, DOT medical card checks, AED/CPR certification dates, jurisdiction of residence, background checks, and detailed training records. Wherever possible electronic images of all documents, certificates, identification, etc. will also be included in the MIS. Records of specific training delineating time of day and hours, route(s), specific training modules, vehicles, etc. and who certified each operator will be entered in the MIS. Detailed records of maintenance personnel training (dates, systems, vehicles, etc.) will be similarly documented and maintained in the employee personnel file. Specific supervisor/dispatcher/safety/training staff training records will also be maintained. The Contractor will also maintain records of employee reviews, complaints and resulting disciplinary actions, and retraining linked to complaint number.

III.1.J.12 National Transit Database (NTD) Reporting – Contractor will be responsible for collection of FTA Section 5335(a) data and other pertinent ridership information. In the event that NTD requirements are changed by the FTA, the Contractor is required to update data collection and reports consistent with the new requirements. Separate NTD information will be collected for OmniLink and OmniRide services statistics and expenses. The Contractor will provide all supporting documentation (upon request) and prepare and submit monthly and annual NTD reports to PRTC according to the following:
a. **Monthly Reports** - NTD Monthly reports are due by the end of the month following the month in which service is provided (e.g., June reports are due July 31st) and consists of Safety and Security and Monthly Ridership reports. At a minimum, the Contractor will have the following responsibilities, which may change at PRTC’s discretion:

1. The Contractor will assist with regular safety and security reporting by ensuring that all relevant and required data regarding collisions and other incidents (damage costs, incident details, number of injuries, etc.) is entered into the MIS in a timely manner and all such data will be kept current. The Contractor will allow access to any accident/incident data and reports necessary to provide required information to NTD/FTA.

2. The Contractor will enter into the MIS and keep current service hours and miles data.

3. Contractor staff responsible for reporting will be appropriately trained initially and whenever there are changes to NTD reporting policies and procedures.

b. **Annual Report** - The Contractor will 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). Specifically, the Contractor will:

1. Provide, upon request, backup documentation justifying the data shown in the annual report regarding Transit Agency Service. This includes all passenger mile sampling data, summary, and tabulation. Passenger Mile sampling techniques will be approved by PRTC. Unless otherwise directed by PRTC, whenever possible, sampling will be recorded using the vehicle’s mobile data terminal (MDT), not handwritten. Note that the upcoming CAD/AVL system will include APCs which PRTC hopes will eliminate the need for sampling.

2. Calculate the annual passenger mile total and average passenger trip length. Average passenger trip length calculation is derived from daily boarding and alighting surveys. Backup documentation from the Contractor will be provided immediately upon request and Contractor will attest to its accuracy, responding to questions as necessary.

3. Provide annual miles, total lifetime miles and annual fuel consumption for each vehicle in the fleet. Data will be provided from the maintenance reporting system.

4. Maintain and provide service interruption data classifying each event according to NTD definitions for NTD form R-20. Data should be reported and maintained in the MIS.

5. Enter and maintain all hours and miles data (revenue, deadhead, total) in the MIS.
6. Ensure that all fleet data is entered and kept current in the MIS.

7. Provide information necessary to prepare the Operating Expenses Report separated by OmniLink and OmniRide costs and summarized by function (vehicle operations, vehicle maintenance, non-vehicle maintenance and general administration) and object class. The NTD definition requires reporting purchased transportation, fuels and lubricants, tires and tubes and other materials and supplies costs associated with operations.

III.1.J.13 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 will 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 calendar days following the end of the quarter. In addition the Contractor will 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.

III.1.J.14 DBE Reports - The Contractor will be required to submit a schedule of actual payments to Disadvantaged Business Enterprise (DBE) vendors on a semi-annual basis.

III.1.J.15 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, state, and local requirements, such as those evaluated during Triennial reviews and Title VI audits.

One specific example is the FTA-required System Safety Security Plan (SSSP) for transit services. The Contractor will:

- prepare the SSSP in accordance with federal guidelines;
- tailor the Plan to the PRTC Contract including integrating it into PRTC’s Disaster/Major Incident Emergency Response and Recovery Plan for PRTC Facilities, PRTC’s Emergency Service Plan (ESP), and other plans/programs dealing with safety and security;
- include a signed statement by a company officer certifying that the SSSP has been properly distributed, is currently in effect, functioning as stated, and will be fully enforced by company management; and
• update the Plan, including certification statement, at least annually or as required by PRTC.

III.1.K Coordination

III.1.K.1 Intergovernmental Relations – The Contractor’s general manager and/or his authorized representative will be responsible for supporting all intergovernmental relations efforts involving PRTC, as directed.

III.1.K.2 Service Coordination – The Contractor will, as directed by PRTC, coordinate closely with affected municipal, county, state, and private representatives on all service matters that affect the daily operation of PRTC bus services, such as road closures, inclement weather, and as they affect the operation of PRTC service.

III.1.K.3 Passenger Surveys – Documentation of the services will, in part, 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.

III.1.K.4 PRTC Meetings – PRTC staff/Contractor meetings will include at least one meeting every other week and others as may be required; the general manager and all assistant general managers will attend the bi-weekly meetings. Appropriate Contractor staff will also participate in meetings including, but not limited to, those of the monthly Operations and Service Change Committees. At a minimum, the general manager will attend meetings in public session with the PRTC Commissioners every month to discuss the status, performance, and proposed improvements of the bus system. With advance notice and PRTC approval, a management representative other than the general manager may represent the Contractor at a Commission meeting. The Contractor will ensure other employees attend PRTC meetings and training, as required by PRTC.

III.1.K.5 Citizen Meetings – The Contractor will, as directed by PRTC, attend citizen meetings to provide information concerning the transit system.

III.1.L Use of Vehicles/PRTC Assets

III.1.L.1 Advertising on Vehicles – PRTC currently has a multi-year contract with an advertising sales broker that applies advertising on the exteriors of PRTC service vehicles. The Contractor will coordinate with PRTC’s marketing staff and 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 will 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 will similarly cooperate with the placement of such advertising/public announcements. The Contractor will 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 will 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 to or requested by PRTC.

III.1.L.2 Exclusive Use - The Contractor will 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.

III.1.M Marketing/Public Relations

PRTC will 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 will review, upon request of 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 will 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.

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

III.1.M.2 Media Relations - The Contractor will refer all media requests to PRTC and will not provide any information without prior approval by PRTC.

III.1.M.3 Bus Schedules and Other Materials - The Contractor will make appropriate schedules and other materials, as required by PRTC, available on all buses used for the provision of the service.

III.1.M.4 Customer Information Notices – The Contractor will 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 will be removed on the stated removal date.

III.1.M.5 Program Promotions – PRTC will provide information regarding new programs and services in advance of their rollout to the public. The Contractor will, in turn, brief/train its frontline staff in advance of rollout to the public. It is expected that the Contractor’s frontline staff will be able to respond to basic inquires about such programs and provide direction on how to obtain program details.
III.1.N Uniforms and Appearance

III.1.N.1 General - The Contractor will provide standardized, high quality, current style uniforms (excluding shoes) at no charge to the employees. The design and quality of said uniforms will require concurrence of PRTC. All Contractor staff will wear reflective safety vests (or uniforms incorporating high visibility/reflective material) at all times when in the bus yard and non-administrative sections of the garage; the Contractor will also ensure that all other individuals in such areas are provided and wear such garments. 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.

III.1.N.2 Operator Uniforms - Uniform requirements for operators are included in the Bus Service Operating Procedures included in the Appendix (“Bus Service Operating Procedures - 7-13-12 update”). Trainees will be clearly distinguished from operators.

III.1.N.3 Supervisor/Dispatcher and Trainer Uniforms - The uniform for supervisors/dispatchers, and trainers will clearly distinguish them as such and will include the PRTC logo. A description and pictures/ renderings of these uniforms will be included in the proposal.

III.1.N.4 Technician and Service Worker Uniforms - Technicians and Service Workers will also wear uniforms befitting the work they perform.

III.1.N.5 Appearance and Uniform Cleaning - At all times while performing their duties vehicle operators, trainees, supervisors/dispatchers, and trainers must maintain a clean and neat appearance, and must be in the approved uniform. Each employee will have a clean, pressed, properly fitting uniform at the start of each day. The Contractor will provide a professional uniform cleaning service, including pickup and delivery of uniforms to PRTC, at no cost to the employee. Contractor will provide for emergency replacement of soiled uniforms. Each employee must also adhere to a code of personal grooming and hygiene established by the Contractor.

III.1.N.6 Identification Badge – Contractor will supply identification badge stock and prepare badges for employee use (PRTC will supply and maintain the badging machine) and abide by all requirements described in the Building Security System Instruction, Policies, and Procedures annex of PRTC’s Disaster/Major Incident Emergency Response and Recovery Plan for PRTC Facilities, the table of contents for which is included in the Appendix (“Disaster Recovery Plan TOC”). An example of the “Contractor employee ID badge” to be used is also included in the Appendix.

III.1.O Fares and Fare Collection

III.1.O.1 Fare Program – PRTC establishes all fare structures, policies, media, promotions, and discounts which may include passes, tickets, tokens, transfers, and coupons. All Contract employees must be thoroughly familiar with and adhere to all parts of the adopted fare program; a description of the current fare program is included in the Bus Service
Operating Procedures section titled “Fare Collection” and the attachment to the same document entitled “Farebox Operating Procedures.” The Contractor will not utilize any tickets, transfers, tokens, passes, cards or other non-cash fare substitutes other than those specified by PRTC. The Contractor is not responsible for providing fare media.

III.1.O.2 Security and Ownership of Fares - All fares collected in connection with all categories of bus services will be the property of PRTC. Contractor will maintain the security of such fareboxes and associated revenue collection system. Contractor will be responsible for providing security over collected funds, equipment in service, and all inventoried fareboxes and associated equipment.

III.1.O.3 Written Procedures for Fare Collection Monitoring and Security – The Contractor will establish and maintain adequate internal controls for revenue handling, accounting, reconciliation, and security. At a minimum, the Contractor will follow the Fare Collection, Monitoring, and Security Policies and Procedures currently employed and included in the Appendix (“PRTC Cash Handling Policies Procedures revised 090412”).

Procedures include, but are not limited to: methods to monitor revenue handling; the utilization of controls and security devices that will prevent theft and expose pilferage; and methods to insure the integrity of such controls and security devices. PRTC or its agent will periodically review Contractor procedures in practice and submit written findings of any deficiencies. Should there be any discrepancies between actual count and data count, the Contractor will be responsible for reimbursement to PRTC.

Specific requirements include, but are not be limited to, the following:

a. A user-friendly employee reference guide designed specifically for the employees assigned to the revenue room, detailing all facets of farebox handling procedures, including bus probing, collections, counting of currency, coin, tokens and other fare media, maintenance of inventory, reconciliations and security. Should there be any absence of regularly assigned revenue room personnel, this guide shall be readily accessible and allow for substitute personnel to seamlessly proceed with required daily tasks associated with the revenue room. (The currently employed reference guide titled “Daily Farebox Revenue Counting” can be found on pages 3-13 of the Fare Collection, Monitoring, and Security Policies and Procedures document (“PRTC Cash Handling Policies Procedures revised 090412”) included in the Appendix.) Required policies and procedures will include, but are not limited to:

- Timely probing of buses, including towed buses, and the use of the portable probe, as appropriate
- Daily reconciliation of bus probing, in conjunction with the procedures established for the actual probing of buses by the vault puller and procedures established for the maintenance of the Daily Pull-Out sheets from Dispatch
- Personnel working in the revenue room will wear clothing specifically designed to prevent theft (e.g., no pockets) and related use of only see-through
containers, cups and trash bags and the prohibited carrying of personal belongings into the revenue room (e.g. handbags, backpacks)

- Daily log sheets of all personnel entering and exiting the revenue room, a list of all personnel authorized in the revenue room and the identification process for same
- Designated shift and break times for revenue room personnel
- The secure transfer of money vault contents from the probing station to the revenue room
- The counting and summarizing of fares and fare media and the reconciliations and reporting thereof
- The secure transfer of deposits and fare media (e.g. packaged tokens) from the revenue room, as appropriate
- Access to and the security of keys, probes, safe and, any related documentation of their use, as needed

b. Safeguards including, but not limited to:

- Periodic, unannounced audits
- Periodic temporary (one day) and without notice, replacement of regularly assigned revenue room personnel with a member of the management/supervisory team that is not normally associated with revenue room oversight
- The use of exception reporting to expose unusual patterns
- Requiring personnel working in the “money room” to wear clothing specifically designed to prevent theft (e.g., no pockets).
- Protocols 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.
- Bonding employees assigned to the money room and restricting employees so assigned; bus operators will not be used

c. Subcontracting arrangements with an independent armored car company to pick up sealed cash bags after the daily deposit has been prepared and deliver these bags to the PRTC-approved bank.

d. Steps attendant to revenue accounting and reconciliation, including:

- Preparation of the daily deposit and making such deposit with one business day of its preparation.

- Submission of one copy of the daily bank deposit ticket to PRTC’s Finance Department, along with the daily revenue report within one business day of making the deposit.

- Performance of 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 as part of the procedures. These daily written reconciliations must also be available for review at PRTC’s request.

The revenue room or any other area where the Contractor is handling fares will be subject to random inspections by designated PRTC staff and/or external auditors. PRTC staff will be granted access to the revenue room at any time, as long as accompanied by Contractor staff.

### III.1.P 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. 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. The Contractor will update/modify the program as required to remain in compliance when/if regulations change. 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 medications

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 and 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. At any time should any of the individuals or firms listed above be changed, the Contractor will 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

---

24 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 whenever they obtain a prescription for a substance that may affect their performance. This prescription or other written approval for the use of a drug in the course of medical treatment will include the patient’s name, the name of the substance, quantity or amount to be taken, and the period of authorization.
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 within one working day.

c. **PTRC 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. Per Section III.1.D.4 PRTC Use of Revenue Vehicles, PRTC employees who volunteer to be available to drive PRTC buses will be included in the Contractor’s substance abuse testing pool.

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

### III.1.Q 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. 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 E) must be completed whether there is DBE participation or not.

### III.1.R Changes to Policies and Procedures

PTRC 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.

### III.1.S Roadeos and Other Transit Industry Events

PTRC believes that having operators, technicians, and other staff participate in transit roadeos and other industry events is a means of encouraging quality service and a spirit of enthusiasm, professionalism, and cooperation. PRTC operators have participated in roadeos the past 13 years. The Contractor will hold an annual bus roadeo and awards ceremony cookout and enthusiastically encourage employees to participate. The Contractor will follow American Public Transit Association (APTA) rules and will afford operators the opportunity and location to practice in advance. The Contractor will also pay all expenses for the top three winners plus at least one team of technicians to participate in the Virginia statewide roadeo. Should a PRTC employee win one of the Virginia statewide roadeo classes, the Contractor will pay for the winner(s) to attend the APTA international roadeo. The local roadeo will be held in late summer/early fall because the statewide roadeo is held in early spring, shortly before the
international roadeo; however, PRTC reserves the right to change the roadeo schedule. PRTC will pay half the local roadeo direct costs (not labor) including such things as location and tent rental, food, trophies, and custom hats and t-shirts.

Periodically, PRTC also hosts the annual statewide roadeo; the Contractor will devote adequate staff time to plan and manage a high quality event, with PRTC assistance, with out-of-pocket costs payable on a reimbursable basis.

III.1.T Office Equipment and Systems

**III.1.T.1 LAN and Network Equipment** - PRTC will provide the computer LAN cabling (CAT5e) infrastructure for both the Commission and the Contractor. The Contractor’s LAN will be separate from PRTC’s LAN and will reside solely on the Contractor’s LAN equipment.

Additional expansion cost related to LAN infrastructure will be the Contractor’s responsibility. In any event, the Contractor will not require PRTC to incur network related cabling charges for any reason without PRTC’s prior-written consent.

PRTC will take responsibility for reasonable network administrative activities as needed, at PRTC’s sole discretion. In the event of a PRTC network failure, PRTC would not hold the Contractor liable for delayed report submissions affected by the failure.

**III.1.T.2 Software** - The Contractor will furnish and maintain all software for Contractor-provided PCs as required and must equip each computer with the same or compatible operating system (currently Windows 7 Professional), word processing, e-mail, database, and spreadsheet software programs PRTC is using (currently Microsoft Outlook 2007 and Microsoft Office 2007). The Contractor will not require PRTC to incur computer-related charges for any reason without PRTC’s prior-written consent. The Contractor will 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 is desirable or necessary.

All computer systems provided by the Contractor must have antivirus software installed on them with current virus definitions. Virus definitions must be on an active and current updates schedule maintained by the Contractor.

The Contractor must provide its own email messaging system.

**III.1.T.3 Internet** – Internet connectivity will be the responsibility of the Contractor. The Contractor must arrange and maintain its own separate internet connection and billing arrangements. In any event, the Contractor will not require PRTC to incur internet related charges for any reason without PRTC’s prior-written consent.
III.1.T.4 Computers, Printers and Peripherals - The Contractor is required to supply and maintain sufficient personal computers (PCs), printers, and all other peripheral equipment that is compatible with PRTC’s network for Contractor employees.

PRTC will take responsibility for reasonable personal computer, printer and peripheral support activities required as needed.

PRTC will provide desktop computers in key strategic locations for contractor employees to access needed resources on the PRTC LAN. These PC’s will be the property of, and solely administered by PRTC.

PRTC will also take responsibility for support activities to existing revenue hardware equipment and its LAN infrastructure. The Contractor will be responsible for security of the “garage” computer.

III.1.T.5 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 is responsible for all costs associated with any additions, moves, or changes to the phone system. This includes any expansion to the system beyond the provided inventory. 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.

III.1.T.6 Cable/satellite TV – The Contractor will pay for or reimburse PRTC for the cost of cable/satellite television service.
III.2 VEHICLES

III.2.A General Information

III.2.A.1 Background - PRTC’s fleet is summarized in III.1.D.1 Bus Fleet; details are included in the Appendix (“Buses, equipment, spares, life miles, powertrain replacement”). All vehicles are diesel-powered, were purchased new, and will be made available to the Contractor at a nominal lease of $1.00 per year. New bus powertrain warranties are five (5) year/300,000 miles. Most engines that have been replaced have five (5) year/300,000 mile warranties; replaced transmissions are a mix of five (5) year/300,000 and one (1) year/unlimited mile warranties. See Appendix (“Buses, equipment, spares, life miles, powertrain replacement”) for specifics regarding warranty dates and mileages on rebuilt units.

The Contractor will maintain PRTC’s vehicles in the highest state of repair and conform to the maintenance requirements listed below. As detailed later in this section, the agency has gone to great lengths to replace and overhaul its bus fleet in a timely manner. To ensure that vehicles are properly maintained, the following maintenance practices are requirements of the Contract and, as a further safeguard, PRTC contracts with an independent fleet consultant to conduct regular vehicle and maintenance practices audits.

III.2.A.2 Vehicle Spare Ratio - PRTC will provide the Contractor with a fleet that includes a spare ratio of no less than 15 percent but as much as 20 percent (the maximum permitted by the Federal Transit Administration <FTA>) for both the OmniLink and OmniRide sub-fleets as well as fleet-wide. The spare ratio is calculated by dividing the difference between total fleet (or total sub-fleet) and peak fleet (or sub-fleet) requirement by the peak fleet (or sub-fleet) requirement. Peak fleet includes strategic buses but not contingency buses (i.e., active buses only). For example, as of this writing there are 112 active OmniRide buses, 89 of which are required for peak pullout supplemented by five strategics; 112 - 94 (89+5) = 18; 18/94 = 19.1%. The current OmniLink spare ratio is 21.1 percent (18 peak, 1 strategic, 23 total). The total fleet spare ratio at this time is 19.5 percent. It is the Contractor’s responsibility to ensure an adequate fleet to meet pull-out, strategic (stand-by) buses, etc.

III.2.A.3 Vehicle Replacement Program - PRTC has aggressively and successfully pursued grant funding to replace buses while they are still in good condition and plans to continue this practice. When buses are replaced, they are removed from the active fleet; however, they can return to active fleet status, as needed (see Vehicle Contingency Program above) The agency’s goal is to replace vehicles based on intensity of service. Anticipated replacement schedules are as follows:

---

25 The only exception is the lone 2007 MCI. This bus was used by MCI to engineer vehicle stability control. Bus was returned to original configuration and sold to PRTC with about 25,000 miles in January 2009.

26 The FTA 20% maximum is for a fleet-wide total – PRTC may elect to have its OmniLink bus fleet slightly exceed 20% because this sub-fleet is relatively small and only 30-foot buses are permitted to provide regularly-scheduled local bus service.

27 While PRTC’s intent is to replace buses as described, due to dependence on external funding sources, replacement ages are not contractual commitments.
OmniLink 30-foot buses operate the longest hours, constantly in a stop-and-go environment, so PRTC’s aim is to replace them as early as possible which, for these buses, is based on mileage. FTA requires that 30 foot buses remain in active service for a minimum of 10 years or 350,000 miles, whichever comes first; these vehicles currently achieve the mileage minimum in roughly eight years.

OmniRide 40-foot transit buses tend to operate long hours but include a fair amount of highway miles. PRTC’s goal is to continue performing mid-life overhauls on these vehicles and the aim is to replace them when they are 12 years old.

OmniRide 45-foot over-the-road commuter buses tend to operate the fewest hours with a large proportion of highway and deadhead miles. PRTC’s goal is to continue performing mid-life overhauls on these vehicles and the aim is to replace them when they are 14 to 15 years old.

III.2.B General Requirements

III.2.B.1 Staffing Levels – At a minimum, the Contractor will maintain a bus to technician ratio of less than 8.0:1 (less than 8 buses per technician). Technicians counted in this calculation will not include any management or shop foremen/lead technicians; buses counted in this calculation will include both active and contingency fleet vehicles. In addition to the AGM-Maintenance, Maintenance Quality Assurance Manager, and technicians, the Contractor will, at a minimum, ensure coverage of one shop foreman/lead technician per shift; parts personnel, and administrative staff. See also Section III.1.H.4 Maintenance Personnel regarding training, certification, and experience.

III.2.B.2 Vehicle Condition – The Contractor will maintain all vehicles and vehicle equipment required by this RFP in top condition and to PRTC’s satisfaction, so as to continually provide safe, dependable, high quality service. At a minimum, the Contractor will maintain all equipment in conformance with the manufacturers’ specifications and recommendations, as well as local, state and federal legal requirements, throughout the life of the Contract.

III.2.B.3 Warranty Work - The Contractor will be responsible for administering the warranty program for PRTC’s vehicles including all systems and components. The Contractor will seek manufacturer certification to allow it to perform warranty repairs on the manufacturers’ behalf. In instances where the Contractor believes the certification of its own personnel is not cost effective, the Contractor will manage the warranty program with other certified vendors. The Contractor will enter warranty requirements into the fleet management system and monitor, record, and schedule all manufacturers’ warranty requirements throughout the warranty period. Payments and adjustments for warranty work performed by the Contractor will be made by manufacturers directly to the Contractor as compensation for cost incurred – PRTC will have no responsibility for payment of warranty claims denied, in part or full. Warranty-related issues, problems, concerns, etc. will not relieve the Contractor of any obligations under this contract.
III.2.B.4 Variations and OEM - No variation or vehicle system modifications will be allowed without written authorization from PRTC. Only original equipment manufacturer (OEM) parts and supplies will be used unless the Contractor submits a written request to 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 will ensure that all reassembly tasks are performed in such a manner that the vehicle remains in the OEM configuration as it was originally built. This includes but is not limited to the wiring configuration and clamping, powertrain components, and body assembly.

III.2.C Applicable Codes and Regulations

All vehicles required to be utilized for this Contract will be safe for operation on public streets and freeways and meet all applicable requirements in the Federal and State Motor Vehicle Safety Standards. All parts of the vehicle and all equipment mounted on or in the vehicle will conform to these vehicle safety standards.

III.2.C.1 Inspections - Each vehicle is required to be inspected in accordance with local, state, and federal rules by the appropriate regulatory agency. PRTC will be notified of inspections performed by any governmental agency other than PRTC. The results of those inspections will be transmitted to PRTC, and any applicable signed certification will be displayed or carried on the vehicles.

III.2.C.2 Quality Assurance and Audits – PRTC will have immediate and unrestricted access to all vehicle maintenance records during planned or unannounced visits or inspections to vehicles and the Contractor’s facility for the duration of the Contract. PRTC will be entitled at all times to conduct inspections of any bus in order to determine compliance with the provisions hereof. The Contractor will, upon request by PRTC, immediately remove from operation any bus which is determined by PRTC to not be in compliance herewith and will 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 will relieve the Contractor of its obligation to maintain and operate each bus in strict compliance with the provisions hereof.

III.2.C.3 Permit and Fee Structure – All operators and vehicles operating in the Commonwealth of Virginia are subject to State fees, which will 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 municipal and state business licenses.

III.2.D Fleet-Specific Maintenance Plan

The Contractor will develop, implement, and keep up-to-date (as new vehicles and components are added) a maintenance plan specific to PRTC vehicles and installed equipment that accounts for the type of vehicle, distinct configuration, operating environment, and other factors unique to
PRTC. The plan must maintain PRTC vehicles and installed equipment 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. At a minimum, fleet maintenance will include:

**III.2.D.1 Preventive Maintenance** – The objectives of the preventive maintenance (PM) inspection program is to provide the assurance that 1). vehicles safely operate to the next scheduled service without a failure, and 2). vehicle service life is maximized. The Contractor will perform PMs that conform at least to manufacturers’ most severe service recommendations and generally-accepted best industry practices – under no circumstances will PMs be performed at intervals exceeding 6,000 miles. All minor deferred repairs will be completed during the subsequent PM servicing. All “A” defects (see Maintenance Auditing Section III.2.N for discussion of “A” defects) will be repaired before the vehicle returns to revenue service. In addition, all maintenance work will conform to, but not be limited to, the requirements of the manufacturers’ warranties as well as federal, state, and local, regulatory requirements. The PM program will include oil, transmission fluid, and coolant fluid analyses. The Contractor will have fluid samples tested by a competent laboratory and will implement evaluation recommendations. At a minimum, tires will be replaced when tread depth is under 6/32” for front tires and 4/32” for rear tires. The PM program will incorporate a comprehensive brake analysis with emphasis on rod travel, brake lining measurements, brake chamber leaks, brake valve leaks, and other “A” defect items.

**III.2.D.2 Preventive Maintenance of Heating and Air Conditioning and Wheelchair Lift/ramp Systems**- The Contractor will provide separate PM programs for the vehicle heating and air conditioning (HVAC) and wheelchair lift/ramp systems. Periodic inspection and servicing checklists will be developed that conform at least to federal, state, and local, regulatory requirements, manufactures’ most severe service recommendations, and generally accepted best industry practices. HVAC PM programs will include provisions to inspect, maintain, and repair related systems in advance of the season to ensure equipment is fully functional before needed. For spring, the HVAC campaign must be completed by April first (1st). The Contractor will properly maintain recycling systems and HVAC systems on all revenue vehicles at all times. No revenue vehicle will be permitted to enter revenue service without a properly functioning heating or air-conditioning system and the Contractor will 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 will be at least 20 degrees F cooler than the outside temperature. 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 will be maintained so that these standards are met throughout the provision of revenue service. Further, systems will 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.

**III.2.D.3 Running Repairs** – Procedures will be developed and implemented to assure that all repairs are completed in a timely manner. Those that are safety-related, comfort-related, or could cause further damage, will be repaired before that vehicle returns to service. Contractor will 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. The Contractor will also require that any time a bus is taken in for service – no matter how minor the reason – the service technician will complete a thorough “walk-around” inspection of all tires, lights, fluids and other items to ensure that the vehicle is in top operating condition. A walk-around inspection form will be stapled to the work order.

**III.2.E Vehicle Damage**

Regardless of cause, the Contractor will repair all vehicle damage throughout the performance of this Contract including but not limited to exterior, interior, structural, frame, and rust. Minor individual scratches and individual dents will be considered normal wear and tear and need not be repaired by the Contractor except for making whatever repairs are necessary to prohibit further damage (e.g., repairing scratches that may rust); whether damage is considered wear and tear is at PRTC’s discretion. The Contractor will complete repairs of any significant damage prior to return to service; whether damage is considered significant is at PRTC’s discretion.

All repairs made relative to vehicle damage will be performed by competent staff or subcontractors capable of restoring the damaged vehicles back to original equipment manufacturer (OEM) standards including, but not limited to, original configuration, appearance, and structural integrity. Damage is to be repaired using materials, workmanship, and design, conforming to the best practices known in the transit industry. Fiberglass panels will be repaired with fiberglass resin and cloth. Functionally damaged, cracked or corroded panels will be replaced; in instances where judgment is required to determine whether damaged components can be adequately repaired or replaced the Contractor will err on the side of replacement (e.g., a long and/or deep gouge along an external body panel).

Regardless of who performs the work, it will be the Contractor’s responsibility to ensure that repairs are performed in a compliant manner. Should it be determined by PRTC or its agent at any time during the Contract, or during transition to the subsequent contract, that any prior repairs were performed that did not meet PRTC’s criteria, the Contractor will be responsible for making or paying for re-repairs. In situations where PRTC determines the Contractor cannot make such repairs (e.g., the bus is being overhauled off site; damage is discovered during final inspection as part of subsequent contract transition) the Contractor will be responsible for the full cost of performing such work.

If the vehicles are damaged as a result of poor maintenance by the Contractor, then PRTC may choose to have vehicle repairs and maintenance 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.

III.2.F General Repairs

Contractor will provide as required all general repairs to vehicles provided by this Contract. This includes, but is not limited to: replacing items that are or appear to be worn out (such as seat covers); replacing broken, scratched, chipped, and fogged glass; replacing damaged, broken, and missing parts, etc.

III.2.G Responsibility

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

III.2.H Fuel

PRTC will be responsible for supplying all fuel at its facilities for buses and 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. PRTC will not pay for, nor reimburse the Contractor for fuel purchased off-site or on-route unless emergency fueling is approved in advance by PRTC. The Contractor will be responsible for receiving, documenting, and reconciling fuel deliveries. PRTC’s existing facility has two 15,000 gallon diesel storage tanks and one 6,000 gallon gasoline storage tank.

III.2.I Parts, Lubricants, Supplies

Contractor, at its sole cost and expense, will 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 properly maintain that system. 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.

III.2.I.1 Tires - The Contractor will be responsible for providing tires for all revenue vehicles. 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. Recapped tires will not be used.

III.2.I.2 Inventories - The Contractor will maintain inventory levels necessary to assure timely repair and upkeep of vehicles/equipment. The Contractor supplied parts inventory will remain the property of the Contractor upon completion of the term of this Contract.
III.2.J 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. The Contractor will repaint, using best industry practices and materials, and to PRTC’s satisfaction, any vehicle or section of a vehicle that, in PRTC’s opinion, can no longer be satisfactorily cleaned (e.g., the backs of buses).

III.2.K Required Servicing/Cleaning

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

III.2.K.1 Servicing – On a daily basis, the Contractor will service each vehicle used that day including, but not limited to, fueling, checking and topping-off fluid levels, and reading/recording Hubometers.

III.2.K.2 Vehicle Exteriors - Vehicle exteriors will be cared for as described below.

- **Daily** - The exteriors will be washed every day that a bus is placed into service as part of the normal end-of-the day bus servicing routine so that buses are clean at the start of each day; in situations where washing buses overnight is expected to result in icy conditions in or around the bus wash area, leading to unsafe driving conditions, the Contractor will modify the schedule such that washing occurs when such conditions are not present. Washing will only be suspended for successive days of rain, snow, or sub-freezing temperatures with PRTC concurrence.

- **Weekly** – The Contractor will hand wash, at least weekly, any areas not adequately cleaned by the bus washer, including wheels and rear of bus.

- **As needed** - Wheels will be cleaned/polished as often as necessary to restore and maintain like-new appearance at all times.

- **Detailing** — All active fleet vehicle exteriors will be detailed at least twice per year; contingency fleet vehicles will be detailed prior to returning to revenue service. Detailing includes:

  - Orbital buffing to remove light scratches, oxidation, and stains
  - Removing bug, tar, and other adhesive deposits
  - Cleaning/polishing wheels
  - Cleaning and dressing tires
  - Waxing painted surfaces
Ill.2.K.3 Vehicle Interiors - Vehicle interiors will be cared for as described below.

a. Daily - At a minimum, but more often as needed, interiors will be swept, cleaned of trash, dusted, spot-mopped, and windows cleaned once daily.

b. Weekly – Each vehicle will be deep cleaned including, but not limited to, ceiling, walls, floors, seats, operators’ area and dash, ancillary equipment, and electronic equipment (farebox, MDT, radio, etc.).

c. Annually - At a minimum, the inside destination sign glass and inside of interior light fixtures will be cleaned.

d. Detailing - All active fleet vehicle interiors will be detailed at least four times per year; contingency fleet vehicles will be detailed prior to returning to revenue service. Detailing includes:

- Vacuuming interior
- Shampooing upholstery and fabric covered surfaces
- Cleaning vinyl and dressing with cream protectant
- Cleaning vents, compartments, ceiling, walls, sun visors, mirrors, windows, door panels, door jambs, pedals, and ancillary equipment
- Cleaning and shining flooring
- Deodorizing

Ill.2.K.4 Pest and Odor Control - Vehicle will be kept free of roaches and other insects or vermin and interiors will be kept free of noxious odors from cleaning products, pest control products, exhaust fumes, and other sources. 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 employees.

Ill.2.K.5 Graffiti - Contractor will 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 will be taken out of service immediately. If graffiti is etched or scratched into the surface of the glass, plastic, paint, etc. effected pieces must be replaced as soon as possible but in no case longer than one week.

Ill.2.K.6 Steam Cleaning – The undercarriage and engine compartment will be steam cleaned on a regular basis to prevent build-up of grease, oil, road grime, etc., and to remove ice melting chemicals. At a minimum, steam cleaning will be performed during each regularly-scheduled PM.
III.2.L  Bus Engine and Transmission Replacement

PRTC will pay only the cost of the replacement powertrain components themselves (i.e., engine, transmission, and warranty) and will do so only under the following conditions (note that a change in this Contract is that PRTC will no longer pay for differential replacement):

- The Contractor will furnish the labor for powertrain component replacement as an integral part of the Contract cost. Unless otherwise specified by PRTC, the Contractor will seek quotes for the components from factory-authorized dealers on a competitive basis, that can be delivered in a timely manner, and include minimum extended warranties of five (5) years/300,000 miles for engines and one (1) year/25,000 miles for transmissions. The Contractor will provide appropriate bid documentation, make all other necessary arrangements, and PRTC will issue a purchase order to the vendor for the component and warranty acquisitions since PRTC is the “purchaser.” PRTC will be responsible for establishing an account with any new vendor.

- The Contractor will also pay for all accessories, fluids, 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 plus any shipping and core charges. When replacing engines, the Contractor will thoroughly clean and repaint the engine bay.

PRTC’s payment responsibility for powertrain component replacement will be limited to only those engines and transmissions 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.), will 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, the Contractor will replace powertrain components that have not yet failed (for example, PRTC may determine that it is in its best interest to begin proactively replacing engines of buses purchased around the same time in order to reduce the chances of multiple buses simultaneously requiring engine replacements). 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.

Powertrain component replacements and repairs other than those listed above will be the Contractor’s responsibility. PRTC will not be responsible for supplying any additional spare/replacement vehicles due to powertrain or any other repairs/replacements and will not relieve the Contractor of any Contract responsibilities resulting from a shortage of vehicles. Upon Contractor request and at PRTC’s sole discretion, contingency fleet vehicles may be

---

28 The required number of quotes sought will vary depending upon cost.
moved into the active fleet to temporarily bolster the spare ratio under extraordinary circumstances.

III.2.M  Vehicle Status and Parking Location

The Contractor will maintain the status of all vehicles such that dispatch continually has real-time information as to which vehicles are and are not available for service. Unless otherwise directed by PRTC, the Contractor will maintain a system of parking vehicles such that bus operators always know the location of their assigned bus before entering the bus yard.

III.2.N  Maintenance Auditing

III.2.N.1 PRTC Program - During the term of the Contract, PRTC will use an independent maintenance auditor to provide expert review of the Contractor’s maintenance program including auditing the condition of PRTC’s vehicles, maintenance practices, technician staffing levels and certifications, etc. Presently, maintenance audits are performed three times per year. PRTC has contracted with the Transit Resource Center (TRC) since 2002 for vehicle maintenance consulting services and currently has a contract that can be extended annually until September of 2017. In addition to providing fleet audit services, TRC assisted with re-writing PRTC’s bus overhaul RFP and is currently providing oversight of PRTC’s 61-bus MCI overhaul program (including full-time, on-site staff); they have performed the majority of PRTC’s new bus line inspections/Buy America certifications; and have assisted in reviewing and revising required maintenance practices. The most recent fleet audit report, “PRTC-Audit_4-12-REVISED-Final-5-30-12,” is included in the Appendix; for continuity, the Contractor can expect procedures cited in the report to continue as written, though PRTC reserves the right to make changes it feels are necessary with full Contractor cooperation.

a. Cooperation - 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 (engine oil, transmission fluid, and coolant) will be drawn and analyzed. The Contractor must provide full cooperation to the audit team, arrange for efficient use of their time through facility and vehicle access, supply personnel to move vehicles, etc. The Contractor will also have qualified maintenance staff accompany auditor staff during the inspection process such that any objections can be recorded on the spot. The Contractor will also provide staff to assist in orientation of auditor staff to the specific vehicle types and configurations prior to their conducting an audit to ensure that each audit staff member is fully trained in the operation of each vehicle component; minimally, orientation will be provided for audits conducted following the receipt of new vehicle makes and models; new or existing vehicles with changed components, configurations, etc., when a new inspector is on the team, and when a new audit firm is selected.
b. **Access to Reports** - Audit reports will be available to the Contractor in draft form for PRTC and Contractor review. The maintenance auditor will make changes based upon comments received as the maintenance auditor sees fit, and acknowledge in the audit report any changes sought by the Contractor that were spurned, subject to the arrangements described below sub-section e. Disputes.

c. **Random Selection** – PRTC or its maintenance auditor will randomly select the buses to be audited and will work with the Contractor and dispatch to ensure the vehicle is held for the audit. At this time, one-third of the fleet is audited each time; fluid samples and road tests are conducted on one-quarter of the randomly selected buses.

d. **Repairs** – Any deficiencies in the vehicle fleet identified by the audits will be repaired by the Contractor. Level A defects (as defined in the attached audit) will be repaired prior to the bus being used in revenue service again. Other defects may be deferred to another time but no later than the next scheduled PM.

e. **Disputes** – 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 will be final. Under no circumstances will the Contractor be relieved of its responsibility for fully complying with adequate equipment requirements to meet service needs during such protest periods.

III.2.N.2 **Contractor Program** – The Contractor will implement its own maintenance auditing program to verify on an on-going basis that service is performed in compliance with the Contract. At a minimum, the program will include regular audits of technician-performed work including:

- Having the QA Manager randomly inspect 10 percent of vehicles after regularly-scheduled, HVAC, and wheelchair/ramp PMs have been completed.

- Having the Maintenance Manager re-inspect a random sample of repairs for at least five (5) percent of the fleet each month.

- Having senior corporate maintenance management perform on-site, semi-annual reviews of maintenance program performance.

Audit results will be reported to PRTC. In-house audit reports will be presented monthly and will, at a minimum, include number of defects found per bus, trend analyses by functional category and severity code(as defined in the maintenance auditor’s report) and by technician; corrective remedial actions will also be included. Corporate audits will minimally include a written narrative of findings, trend analyses, and corrective remedial actions.
III.2.O  Contingency Fleet

In addition to the active OmniRide fleet, PRTC currently generally has a contingency fleet of post retirement-age buses that can be deployed to meet expanded vehicle requirements (immediate/emergency, system expansion, overcrowding relief, etc.). If service expansion is permanent, using contingency buses allows the service to begin sooner and PRTC typically budgets for new vehicles to replace the contingency buses that were added back to the active fleet. There have been times when buses go from contingency to active, back to contingency, and so on over a number of years. The conversion of “contingency fleet” buses to “active” status will be permissible with the approval of, or at the request of, PRTC. The Contractor will keep the contingency fleet in service-ready condition at all times so these buses are able to move into the active fleet with little to no advance notice, providing safe and reliable service. At a minimum, the contractor will perform the following for contingency buses:

- Perform PMs twice per year, including oil and filter changes
- Keep batteries charged, air systems operational, etc.
- Maintain current state inspections
- Operate buses frequently and for substantial periods of time, such as using contingency buses for training

III.2.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. The Contractor will 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. PRTC will hire a qualified firm to perform line inspections during the vehicle assembly and testing process; the Contractor will review reports and raise any concerns it has in a timely manner. The Contractor will work with the manufacturer to deliver the buses, thoroughly inspect new buses upon delivery to PRTC, document any problems, submit claims, and make repairs in a timely manner per processes outlined in vehicle purchase agreements, and accept the vehicles on PRTC’s behalf for entry into revenue service when all safety and reliability defects have been corrected.

The Contractor will be responsible for readying the vehicle for entry into the fleet including, but not limited to: attaching license plates, inputting vehicle information into computer systems, affixing RFID tags (to allow entry to the bus yard), installing DriveCam (or approved equal) and arranging for service; equipping the vehicle with a compact first aid kit, and other work, as needed, described in Section III.2.Q Miscellaneous Work. Upon acceptance the Contractor will assume complete responsibility for ensuing maintenance and repairs. Prior to acceptance, the Contractor will ensure that vehicles slated for sale or transfer to the contingency fleet are properly maintained so they can continue to be used in revenue service.

---

29 The Contractor will replenish or replace first aid kits as needed.
III.2.Q  Miscellaneous Work

The Contractor will perform miscellaneous maintenance-related activities on existing buses such as installing new brochure holders, relocating fareboxes, changing seat spacing, etc. The Contractor is also responsible for installing new equipment or transferring existing equipment from old vehicles into new ones, including, but not limited to, radios, fareboxes, MDTs, Zonar, DVRs, information displays, etc.\(^{30}\) In the event of route or other changes that affect the destination sign readings, PRTC will modify the programming media (cards, thumb drives, etc.) and provide them to the Contractor to modify each vehicle; the Contractor will also copy, laminate, and post replacement destination sign code sheets in the operators’ area. Updates will be made within two weeks, unless otherwise specified by PRTC.

III.2.R  Vehicle and Equipment Inventory and Reconciliation

The Contractor must conduct daily vehicle and monthly equipment inventories and reconciliation.

III.2.S  Readying Vehicles for Sale

The Contractor will ensure that vehicles to be sold will be drivable and have no safety defects or significant body damage – these requirements will not be difficult to meet, given that buses for sale will have either just been removed from the active fleet, or pulled from the contingency fleet, and maintained as required. The Contractor will remove or paint over PRTC-specific information (names, logos, contact information, etc.) and move vehicles around to accommodate previews and sales. Additionally, the Contractor will remove license plates and any equipment PRTC does not intend to convey with the bus and will furnish maintenance records, descriptions of each vehicle, and written warranty information to PRTC upon request. Tires will be provided that meet state/federal requirements. At PRTC’s discretion (e.g., for sales/auctions being held live vs. via internet), vehicles will be thoroughly cleaned (inside, outside, and engine area steam-cleaned) and otherwise cosmetically restored such that they appear as well-maintained as they were through the bus’s life. All parts belonging on the bus will remain on the bus and will not be “cannibalized” (i.e., removed or swapped with another bus). Unless otherwise agreed-to by PRTC, buses will be in sale-ready condition within two (2) weeks of their last in-service date.

III.2.T  Modifications to PRTC Vehicles

The Contractor will not modify PRTC vehicles without express consent from PRTC. PRTC may elect to modify its vehicles and will do so in consultation with the Contractor. Regarding modifications already made to vehicles under the existing contract, the following have recently been or are currently being performed:

III.2.T.1 EMP system

- PRTC provided two pilot MCI buses for retrofitting Engineered Machined Products, Inc. (EMP’s) mini-hybrid package. Results were so successful (~15% improvement in fuel

\(^{30}\) PRTC will bear the expense of acquiring equipment, licensing, and permitting.
economy) that PRTC decided to retrofit the remaining 29 MCI buses currently being overhauled by ABC with the EMP package (cooling system (MH8-EXA1118000) and P450 alternator). See Appendix for more information (“Item 12B4 PRTC Action--Fuel Conservation Upgrade on Overhauled MCI Buses”).

- PRTC has also included this system on all new transit buses beginning with buses delivered in 2012 and expects to continue this practice going forward, including MCI buses, if such an option is available.

III.2.T.2 MCI driveline

- At First Transit’s urging, and after being persuaded that it is in PRTC’s best interest safety-wise, a campaign to install a safety loop (guardian structure of the tag axle) on all of the agency’s 45 foot MCI coaches is being undertaken. The loop supplements the single safety loop MCI supplies on every bus with steerable tag axles, to prevent driveshaft failures from causing loss of control of the bus. See Appendix for more information (“CO-622 Driveline Safety Loop-v9-22-11”).

III.2.U Overhaul Program

III.2.U.1 Overview/background-PRTC’s overhaul program is designed to ensure that buses kept the longest are returned to like-new condition for service beyond mid-life. The program will not relieve the Contractor from any responsibilities described herein and this Contract is paramount, meaning the ultimate responsibility for maintaining the bus fleet is this Contractor’s and PRTC or its agent has the final determination as to whether this Contractor or the overhaul contractor is responsible for disputed work.

PRTC began its bus overhaul program in with its 1993 MCI 40-foot buses; these were followed by 1995 vintage MCIs, then the Orion fleet in 2009. Beginning in mid-2010, PRTC began overhauling its 2002 – 2006 MCIs, initially by sending two buses simultaneously but more recently ramping that up to four buses simultaneously in order to speed up the campaign. It is expected that by the start date of this Contract, approximately 45 of the 61 buses will have been delivered and that the remaining 16 will be completed before the end of calendar year 2013 (overhaul dates by bus are included in the Appendix - “Buses, equipment, spares, life miles, powertrain replacement”). With each successive overhaul procurement PRTC included a more comprehensive and clearer scope of work and paid increasing attention to the work actually being performed on-site during the overhaul process– for the current overhaul, PRTC has employed its maintenance consultant, TRC, to provide a full-time, on-site resident inspector who reports to an off-site manager. The current MCI overhaul scope of work (“2.MCI Overhaul RFP # 09-09, 1-7-10, Revised 2-5-10, 3-31-10, FINAL Revision 4-15-10”)and overhaul oversight scope of work (“TRC Overhaul Technical Assistance Phase III Scope – FINAL”)are included in the Appendix. PRTC’s aim is to continue overhauling all 40 and 45 foot buses and to do so at approximately mid-life (see “Vehicle Replacement Program” below for expected active bus life), though continuation of the program is at PRTC’s discretion and is subject to availability of funds. At this time,
PRTC does not overhaul its 30 foot buses; see “Vehicle Replacement Program” below for explanation.

III.2.U.2 Contractor Responsibilities—At a minimum, the Contractor will provide assistance/abide by the items described below.

a. Serve as a member of procurement team including: reviewing and suggesting changes to the overhaul scope of work to help improve the project with each procurement; providing expert guidance necessary to tailor the project to the specific vehicles that are being overhauled; and evaluating proposals.

b. Identify which bus(es) will be overhauled next and do what is necessary to prepare the bus for travel, including removing equipment, such as farebox and MDT, and taking the bus out-of-service in a timely manner before it is scheduled leave.

c. Pay for travel in the event the overhaul contract calls for buses to be driven to the overhaul location and the bus is not in a safe or reliable condition to be driven.

d. Continue to maintain vehicles PRTC elects to overhaul until the time such vehicles are removed from service to be sent for overhaul, i.e., the Contractor will not defer any maintenance in anticipation of the overhaul.

e. Supply, in a timely manner, any missing, damaged, or broken parts that would not otherwise have needed replacing or agreeing to reimburse PRTC for cost of the overhaul contractor performing such work including parts and labor if the part would not otherwise be removed or replaced.

f. Work cooperatively with PRTC, the overhaul vendor, and the oversight vendor before, during, and after the overhaul, return intake, and warranty process.

g. Thoroughly, and in a timely manner, inspect the bus upon return to PRTC, document any problems, submit claims and make repairs per the processes outlined in the overhaul contract, accept the bus for revenue service on PRTC’s behalf when all safety and reliability defects have been corrected, and reinstall any removed equipment. Upon acceptance the Contractor will assume complete responsibility for ensuing maintenance and repairs.

h. Handle warranty claims per this Contract and as prescribed in the overhaul contract.

i. Raise, in a timely manner, any Contractor disputes of responsibility for work performed under the overhaul contract or after the vehicle’s return, with PRTC’s oversight vendor which will attempt to resolve the issue by researching both this Contract and the overhaul contract. In the event that issue resolution is unclear due to not being addressed or the contracts are in conflict, the overhaul oversight vendor will consider the concern and recommend to PRTC what it considers to be a fair and
equitable resolution. Ultimately, PRTC’s decision will be final and the Contractor will abide by that decision without protest.

III.2.U.3 PRTC Responsibilities

a. PRTC will maintain its promised vehicle spare ratio during overhaul with the possible exception of an overlap between buses being sent for overhaul and the period when a bus has been received but has not yet been accepted; regardless, the Contractor is responsible for meeting all contractual obligations.

b. PRTC will do its best to select overhaul vendors that will perform the scope of work to the high quality PRTC expects; and to provide appropriate oversight of the overhaul process by a qualified third-party vendor.

III.2.V Governed Speed

Vehicles will be governed to a reasonable speed, given service type and speed limits on roads used. Currently, all buses are governed between 65 and 68 miles per hour.
III.3 FACILITY

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. 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 Section III.3.B Facility Assessment.

Throughout this section, wherever the term “regulation(s)” appears, the use of laws, acts, regulations, codes, ordinances, rules or standards of federal, state, and local governments, regulatory commissions, or local governing bodies is implied. This include, but is not limited to: the Federal Transit Administration (FTA); the Occupational Safety and Health Administration (OSHA); the Environmental Protection Administration (EPA); the Americans with Disabilities Act (ADA), National Fire Protection Association (NFPA); and the Virginia Department of Environmental Quality (VDEQ). PRTC will turn over all of the aforementioned “Contractor Areas” to the Contractor.

III.3.A Facility Proper

Contractor areas are depicted in the Appendix (“Bus Operations Contractor Areas of Responsibility Maps”) and include:

- a private office (general manager)
- two adjoining office areas for administrative staff
- a large bus operators’ lounge with restrooms and rear vestibule area (restroom facilities located on the 1st floor in the operators’ lounge section of the building are jointly used by Contractor and PRTC staff)
- training room (approximately half of storage room)
- storage area
- dispatch area (conjoined with PRTC dispatch room, Contractor not responsible for this space)
- revenue room
- maintenance wing including various mechanical offices and storage spaces. For the purpose of this section, the definition of the maintenance wing will consist of any part of the building attached to and west of the two (2)-floor administration building.
  - main employee entrance and corridor
  - two (2) private offices
  - parts room with office
  - kitchenette/lunch room
  - male and female bathrooms
  - eight-(8) bay maintenance facility including:
    - one (1) maintenance pit
    - one (1) steam cleaning bay/pit
  - hydraulic room
  - electrical room
o battery room
o several open room spaces and associated corridors

- bus yard (defined as the area inside and including the fence) including:
  o lot itself (with room for up to 122 buses parked in dedicated spaces plus Contractor maintenance vehicles)
  o fuel island including hut, canopy, etc.
  o bus wash including building
  o all systems and equipment including, but not limited to:
    ▪ lighting (specifically used for the purpose of providing bus yard lighting, whether located inside or on the exterior of the bus yard fence)
    ▪ landscape
    ▪ all surfaces
  ▪ Storm Water Management System (SWMS) including five (5) sand filters, one (1) large detention cell, all associated inlets and drainage pipes, and one (1) Filtera system.
  ▪ The only items NOT included in the Contractor’s area are the back-up generator, the sewer ejector pit, and bus yard gate system.

**III.3.B Facility Assessment**

PRTC will furnish a facility condition assessment approximately one (1) month prior to the proposal submission date confirming current conditions of the facility and all assets(equipment, systems, etc.) that the Contractor will, following Contract award, be expected to maintain. Planned repairs will also be identified and will be an expense borne by parties other than the Contractor outside of this Contract. See Section III.4.I Facility Turnover for continuing discussion of the facility assessment process. The facility condition assessment is included as an Appendix titled “Bus Operations RFP Facility Inventory – FINAL.” Vendors should anticipate continually maintaining the facility to the standards described in the procurement documents throughout the contract, versus the standards evidenced by the facility condition assessment. PRTC will 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 will be bound by these determinations.

**III.3.C Facility Maintenance**

All maintenance, repair, and replacement, including parts, supplies, and equipment/tools, to all aspects of the facility in the Contractor’s areas, including but not limited to: custodial, HVAC, plumbing, pest control (beyond what PRTC offers on a monthly basis), electrical, landscaping, structures including walls (interior & exterior), ceiling, lighting, flooring, carpeting, roofing (routine maintenance, repairs, and inspections), tiling, fixtures including door hardware, sinks, faucets, shower heads, floor drains and covers, toilets and stalls, urinals, seals, laminate installation, and any other systems, structures, fixtures, and devices contained within the Contractor’s areas, will be the Contractor’s responsibility. Outside areas where goods, materials, excess property, or other items are stowed, will be neat, organized, and kept clean so as not to detract from the facility appearance. Contractor facility areas and inventory of systems,
equipment, etc. are included in the Appendix (“Bus Operations Contractor Areas of Responsibility Maps” and “Bus Operations RFP Facility Inventory”).

Damage repair or replacement made by the Contractor caused by Contractor or subcontractor employees, whether accidental or otherwise, will be consistent with current building hardware, original equipment manufacturer (OEM) or architectural design, unless otherwise authorized by PRTC. All contracts, purchasing, or other activities required in initiating any repair, maintenance, and improvements will be initiated and completed by the Contractor once approved by PRTC.

The Contractor will have access to all maintenance equipment and systems within the Contractor areas and must be thoroughly knowledgeable about their safe and responsible operation and 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 and repair, as specified by manufacturers or is otherwise usual and customary for each specific element in accordance with regulations or as determined by PRTC. Any repairs outside of warranties required to any facilities/systems, or equipment related to the maintenance of the vehicles will 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.

The Contractor will be responsible for administering the warranty program for its facility areas including all systems and components. The Contractor will monitor, record, and schedule all manufacturers’ warranty requirements throughout the warranty period. Payments and adjustments for warranty work performed by the Contractor will be made by manufacturers/suppliers/contractor directly to the Contractor as compensation for cost incurred – PRTC will have no responsibility for payment of warranty claims denied, in part or full. Warranty-related issues, problems, concerns, etc. will not relieve the Contractor of any obligations under this contract.

The Contractor must develop and implement a facility maintenance program that addresses and is in compliance with the terms stated in this procurement document. In addition, the Contractor will keep complete and up-to-date records including, but not limited to, all maintenance, repairs, replacements, work requests, work orders, receipts, backup documentation, etc. using PRTC’s facility/asset management database program (currently Indus iDrawings) in accordance with established procedures. The Contractor will also enter into the program warranty terms, preventive maintenance programs, maintenance/repair manuals, etc.

*Note that the FINAL version of the “Bus Operations RFP Facility Inventory” is intended to serve as a detailed inventory, condition assessment, responsibility matrix, and estimate of remaining useful life (RUL); however, it is not an exhaustive source. The RFP and cited appendices collectively are preliminary and will likely change as a result of the Facility Assessment due to equipment, systems, etc., that have been inadvertently left off. The Facility Condition Assessment report will be considered the definitive list of areas, equipment, systems, etc. that are the Contractor’s responsibility. For areas, equipment, systems, etc. not included in the FINAL version of the “Bus Operations RFP Facility Inventory,” the document will serve as a guideline for determining responsibility.*
Note also that, in general, PRTC will only furnish facilities, systems, equipment, etc. that are built in, bolted down, or otherwise affixed to the facility itself; while portable bus lifts are being provided to the Contractor at the beginning of this Contract, provision of lifts becomes the Contractor's responsibility to replace and own once existing equipment reaches end of useful life.

III.3.D Contractor Facility Programs

The Contractor will 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)
- Virginia Underground Storage Tank (UST) Regulations and Amendments, including operator training requirements
- Purchase and maintenance of an automated electronic defibrillator (AED) located on the main floor of the administration building beside the elevator. The Contractor will be also be responsible for performing monthly checks and contracting with a certified vendor to perform periodic checks to ensure equipment remains in working order and supplies are fresh.
- First Aid, CPR, and AED Training
- First Responder (on-scene incident – HAZMAT, fuel spills, etc.)
- Fire Bill (evacuation procedures, pull boxes and alarms, fire extinguisher locations)
- Preventive maintenance & repair
- Others as mandated by regulations commensurate with facility operation and maintenance responsibilities

All licensing, certifications, and training within these areas will be initiated and maintained in accordance with current regulations by the Contractor with copies being provided to PRTC’s Facility Administrator.

III.3.E Audits/Inspections

Monthly audits/inspections will 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 and updated in the facility/asset management database. This includes 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, performed by a qualified firm, will be conducted on all fuel tanks and ancillary equipment. The Contractor will be required to inspect PRTC-assigned facilities, areas, and equipment as necessary to ensure they are being properly maintained and are otherwise in good order. Records clearly demonstrating that such inspections were performed will be maintained in the facility/asset management database. At its discretion, PRTC will make independent inspections of the PRTC-assigned facilities, areas, and equipment and will report any negative findings to the Contractor. The Contractor will provide
for PRTC’s approval in a timely manner, a corrective action plan/timeline which, once approved by PRTC, will be implemented.

III.3.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 will bear the cost of this permit. Any violations will cause the Contractor to take corrective action within the specified time period and reschedule an inspection for those violations cited, so that a permit can be issued. A copy of inspection reports, cited violations, and permits will be forwarded to PRTC’s Facility Administrator immediately upon receipt. The Contractor will provide for annual inspection of all fire extinguishers under their control or ownership and forward a copy of such to PRTC’s Facility Management upon completion. The fire main located in the parts room will be kept clear of any and all materials. Three (3) backflows located in the parts room, steam cleaning pit, and bus wash will be maintained by the Contractor and inspected annually as required by Prince William County. Reports of such inspections will be forwarded to PRTC’s Facility Administrator upon completion.

III.3.G  Oil Water Separators

The oil water separators, garage and bus wash, will be cleaned by a qualified firm, with waste being removed and disposed of in accordance with current regulations and manufacturers’ recommended preventive maintenance guidelines. The firm will provide the Contractor certified dump slips attesting to disposal procedures. The Contractor, as required by regulations, will keep these on file and update the facility/asset management database accordingly.

III.3.H  Hazardous/Non-Hazardous Waste

Hazardous (HAZMAT) or non-hazardous (non-HAZMAT) waste (e.g., sludge collected from the oil water separator or steam cleaning pit on a daily, weekly, or bi-weekly basis) will be stored in an appropriate container with proper labeling (e.g., date and disposal contractor). Disposal of materials will occur as soon as practicable by a qualified firm in accordance with regulations. The firm will provide the Contractor certified dump slips attesting to disposal procedures. The Contractor, as required by regulations, will keep these on file and update the facility/asset management database accordingly.

III.3.I  Storage Areas

The Contractor, for safe storage of antifreeze, oil, batteries, etc., will 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 property will be as approved by PRTC. A storage container has been previously provided by PRTC which is located at the north end of the employee parking lot. All storage items placed in this container
will be the responsibility of the Contractor. The container is not meant for storage of flammable or combustible materials, solids or liquids. Maintenance, repair, or replacement of this container is the responsibility of the Contractor. Storage of all items or materials must be within the facility design, as approved by regulatory agencies, and be reviewed and approved by PRTC.

The Contractor shall provide separate storage for metal parts, brake drums, metal drums, air filters, worn out parts without cores, etc. Normally this will consist of a six (6) yard or larger dumpster. All metal parts or containers, oil filters, cans, etc. will not be deposited in the regularly provided PRTC dumpster.

III.3.J Bus Wash Recycle Tank

The bus wash, including all structures (interior and exterior), plumbing, electrical, oil water separator, etc., and the bus washer itself, will be maintained by the Contractor in their entirety. Preventive maintenance and repairs will be conducted in accordance with manufacturers’ specifications. The bus wash recycle tank will have approved disinfectant added on at least a weekly basis and after each pump-out of the recycle system. Pump-out will occur at least monthly and more often if necessary.

III.3.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 inlets, outlets, and connecting drainage system pipes. The Contractor will be responsible for the proper maintenance and repair of the SWMS portion located within the bus yard proper including sand filters 4, 5, 6, 7, and 8, water detention cell, associated inlets, outlets, connecting drainage system pipes, and curbing/gutters. A detailed description of the SWMS, including maintenance requirements, is contained in the Appendix (“Facility Systems-Services”). A Filtera system is located in the rear of the bus yard and will be maintained by the Contractor in accordance with the Appendix. All caulking for sand filter concrete will be repaired by the Contractor as deterioration occurs.

III.3.L Bus Yard Repairs and Maintenance

Tri-annually or more often, if needed, the Contractor will provide for the resealing and re-striping 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, up and to and including the base of both sections of the building, garage, maintenance, and administration, will be inspected by the Contractor and properly repaired as deterioration occurs. Fencing around the bus yard is solely the responsibility of the Contractor. Any damage resulting from Contractor or subcontractor actions (e.g., buses running into fence) will be repaired immediately by the Contractor including damage to the main bus yard gate caused by the direct actions of the Contractor or subcontractor. The Contractor will make weekly inspections of the fence line and make repairs as necessary. Building expansion joints for the maintenance wing of the building and bus wash will be inspected by Contractor annually and repaired as deterioration occurs.
The Contractor will be responsible for maintaining all concrete parking stop blocks and replacing them as damage occurs. Curbing or other concrete areas will always be maintained in a good state of repair, absent of breaks, chipping, and other deterioration/damage.

III.3.M  Snow Removal

The Contractor will be responsible for timely pre-treatment and continual snow and ice removal and treatment to ensure safe driving and walking conditions; minimal, if any, impact on bus service operations; and clear employee, customer, and other parking areas, drives, etc. Areas include, but are not limited to, the bus yard, employee parking lot, commuter lot, expansion gravel lot, visitor parking, bus circle, and all access drives and walkways. Concrete areas of the facility will be treated with a non-corrosive material (e.g., Potassium Chloride). Salt or other forms of ice melt will be dispersed in a manner that will prevent burning PRTC plants, trees, or other shrubbery. Sand will not be spread in or near entranceways to the building that may cause damage or advanced deterioration of finished flooring or carpeting. If possible and desired by the Contractor, PRTC will assist the Contractor in establishing an account with the Virginia Department of Transportation to purchase of chemicals, sand, etc. Snow removal will be conducted so as to affect the minimum amount of parking space. Plowed snow will not be placed on shrubs, plants, or trees, etc., where the weight will break or cause other damage. It will be up to the Contractor to ensure snow/ice removal operations are monitored and conducted properly. Proper storage and incorporation of treatment materials into the Contractor’s MSDS system will be provided for by the Contractor. The Contractor will be responsible for damage incurred during the snow removal/ice treatment processes and will be directly responsible for the repairs of such damages or any additional services required due to improper services as determined by PRTC.

III.3.N  Fuel Deliveries

A Contractor employee will be available upon arrival and prior to departure of fuel delivery contractor to verify stick readings and otherwise facilitate the delivery process.

III.3.O  Facility Security

Security at PRTC is based on a proprietary system of locks, keys, security alarm system (consisting of a monitored system containing various detectors and an associated keyless entry system readers). PRTC will control and issue keys -- the Contractor will be required to maintain inventory key control procedures for keys issued by PRTC. Key generation or duplication is to be performed only by PRTC personnel. Requests for key(s) issuance will be submitted to the PRTC Facility Administrator in writing. The Contractor will be responsible for ID cards issued to their employees, operation of their portion of the keyless system, and ensuring that all policies and procedures are observed in accordance with the Building Security System Instruction, Policies, and Procedures annex of PRTC’s Disaster/Major Incident Emergency Response and Recovery Plan for PRTC Facilities (see Appendix for table of contents (“Disaster Recovery Plan TOC”)). Changes, modifications, or additions to these systems are solely the responsibility of PRTC. The Contractor will be responsible for proper usage of keys and cards in their
possession. All door hardware associated with the Contractor’s area will be maintained, repaired, or replaced at the Contractor’s expense including but not limited to, exit devices, hinges, electric strikes, strike plates, thresholds, door gaskets and sweeps, locksets, windows, etc. Security system keypads and card readers will be the responsibility of PRTC to maintain. The Contractor will reimburse PRTC for any damage, as determine by PRTC.

PRTC also maintains a video surveillance camera system within the interior and exterior of the administrative section of the building, main terminal, and walkway, including the revenue room, and strategic locations in the bus yard, employee/commuter/gravel parking lots. The Contractor will have limited access to system to monitor revenue handling and as otherwise needed/desired for the safety of individuals and assets.

III.3.P Use of Facility and Grounds by Contractor Employees

Contractor employees will be instructed on the proper use of the PRTC facility and its utilities including 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 pick-up after themselves. Respect for restroom utilities (faucets, toilets, soap and towel dispensers, etc.) will be observed by all employees.

Parking for employees will be restricted to the employee parking lot unless otherwise posted or allowed by PRTC.

The independent sale of items or goods throughout the PRTC facility and grounds 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 staining of floors or carpeting.

Bulletin boards have been placed strategically throughout the facility for posting of notices, etc. by the Contractor. Notice or other materials will not be taped or otherwise affixed to walls, doors, or windows.

III.3.Q Parts, Tools, and Equipment

The Contractor will be required to obtain all parts, tools, and equipment required for their duties unless otherwise identified on the PRTC inventory list. All equipment provided will be new or refurbished in “as new” condition.

III.3.R Utilities

PRTC will bear all of the facility utility costs; however, PRTC may require Contractor remuneration for excessively wasteful practices if not corrected.

III.3.S Cleaning
III.3.S.1 PRTC’s Responsibilities – PRTC will provide routine custodial services for its areas of responsibility and will arrange for dumpster pick-up service for both regular materials (three (3) times per week) and recycled materials (once each week).

III.3.S.2 Contractor Responsibilities - The Contractor will maintain its assigned areas in neat and clean conditions and will be responsible for all daily, weekly, monthly, quarterly, etc., custodial services in accordance with the Appendix (“Facility Systems-Services”). The Contractor is responsible for providing commercial custodial services for assigned areas. The Contractor will not subcontract with its employees or their family members to perform these services, as it is viewed as a conflict of interest in relation to building security procedures. Also, non-routine cleaning, such as carpeting, windows, walls, etc., will be the responsibility of the Contractor for their assigned areas and conducted as necessary. Shop floors will be swept at least once a day, oil spills will be cleaned immediately, and a floor cleaner will be used at least weekly. The steam cleaning bay will be cleaned at least weekly. Walls will be maintained in a clean state, free of dirt, oil, and grease. Garage flooring will be kept in a state of good repair at all times by the Contractor. Floor mats will be provided by the Contractor for all entrances including, employee entrance and corridor, secondary entrance into the administration building from the outside employee main entrance, garage entrances, rear vestibule, and operators’ lounge entrances. Additional matting for these areas will be employed if necessary for the safety and protection of both Contractor and PRTC employees. At no time shall the placement of trash cans, furniture, or other items be allowed in administration building corridors, including in the Contractor areas.

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) when most buses are off the yard. Annually, the Contractor will 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 will be kept clean and clear of debris.

The Contractor will be responsible for conducting power vacuuming of the yard, employee and commuter parking lots, and all entrances, drives, and walks on at least a quarterly or more often, if PRTC determines it to be needed. After each winter season, end of snow fall, the Contractor will power vacuum to remove all sand from these areas in order to prevent or minimize sediment build up in SWMS drain pipe system.

The Contractor will be responsible for additional dumpster pickups resulting from unusually large amounts of Contractor trash. Under no circumstances will the Contractor allow dumpsters to build up to an overflowing point. Light bulbs, oil, grease, and other materials categorized as hazardous materials under the EPA or OSHA, will not be placed in the dumpsters and will be disposed of in a legal manner.
Cleaning the area inside and around the vestibule by the bus operators’ lounge, including disposing of cigarette butts and emptying of trash receptacles, is also required. The Contractor will be responsible for replacing and supplementing trash cans in these areas. Any residual oil leak stains will be removed from concrete and asphalt surfaces inside the building, in the bus yard, and in the front bus circle and outside of the building at least annually or sooner as determined by PRTC.

Vending machines will be the Contractor’s responsibility. No more than three (3) machines vending in the operators’ lounge and one (1) vending machine in the maintenance lunch room will be permitted, unless approved by PRTC. The Contractor will also provide one (1) vending machine for PRTC’s 2nd floor lunch room. Vending machines will be attractive new or late model units and will be maintained and stocked on a continual basis.

### III.3.T 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.

### III.3.U Plumbing/Electrical/HVAC

The Contractor will be responsible for all maintenance, repairs, or replacement, including parts and labor of all plumbing, electrical, and HVAC equipment and accessories, except for cost-sharing equipment, within their designated areas. This includes, but is not limited to, all fan coil units (FCU), make-up air units (MAU/MUA), radiant heating units, exhaust and intake fans, controls, motors, coils, thermostats, lines, condensation capillaries, insulation, valves, sinks, faucets, dispensers, commodes, urinals, valves, diaphragms, seals, outlets, cover plates, etc., and stoppages. While the Contractor may see fit to use their facility maintenance staff to accomplish these types of services, the end result will be a professional job equivalent to commercials grade services. HVAC units will have quarterly preventive maintenance performed in accordance with the Appendix (“Facility Systems-Services”). To the extent practicable and at PRTC’s sole discretion, Contractor and PRTC facility maintenance employees will combine efforts in accomplishing these services for efficiency reasons. If repairs require additional personnel for safety purposes or the job cannot be completed by one person, the Contractor will request support services from PRTC on a “as time is available” basis. HVAC PM’s will be conducted in accordance with the appropriate Appendix.

### III.3.V Landscaping

Landscape maintenance will be conducted in accordance with the Appendix (“Facility Systems-Services”). PRTC currently contracts with the Prince William County Department of Parks and Recreation for landscaping services which provides the Contractor the opportunity to procure services, as well.
III.3.W Improvements and Modifications

All improvement or modifications to Contractor areas will be the Contractor’s responsibility and may be undertaken only after receiving PRTC approval. All modifications will be performed in compliance with all applicable local, state, and federal regulations, permitting requirements, etc. PRTC reserves the right to require the Contractor to return the improved/modified areas to their previous state at the end of the Contract.

III.3.X Other Systems and Routine Maintenance/upkeep

All other systems located in either the maintenance wing, fuel island, or bus wash will be maintained and repaired by the Contractor, except for conditions noted elsewhere herein. This includes but is not limited to hydraulic, electrical, pneumatic, water, architectural, structures, roofing and batting (insulation), exhaust, lifts, condensate, and storage tank systems. Structures will be kept free of rust or other deterioration and walls kept clean at all times, free of grime, grease, and oil.

The Contractor will be responsible for maintaining painting, flooring, carpeting, tiling, and similar maintenance/upkeep items within its contractually-defined areas in a condition, state of repair, and appearance similar to that for comparable areas in PRTC portions of the facility. Painting, flooring, carpeting, tiling, and similar maintenance/upkeep items that can no longer be maintained in a similar condition, state of repair, and appearance similar to that for comparable areas in PRTC portions of the facility will be remedied at the Contractor’s expense.

III.3.Y Major Capital Rehabilitation and Replacement

The following distinguishes and differentiates between capital repairs required during the normal course of facility maintenance and capital repairs that are ultimately required when an element of the facility reaches the end of its usable life (e.g., garage doors, underground fuel tanks); and to add specification about facility maintenance, repair, and replacement programs. Note that once installed, all PRTC components and systems replaced by the Contractor will become PRTC property.

III.3.Y.1 Facility Rehabilitation/Replacements- For all items identified in the chart in the Appendix (“Bus Operations RFP Facility Inventory”) and non-defined items of similar complexion, the Contractor will continue to maintain, provide repairs, and perform PMs/inspections until such time that repairs are no longer cost-effective, at which point replacement or rehabilitation becomes necessary. Replacement or rehabilitation when necessary are of three varieties: (1) items costing $5,000 or less; (2) items costing more than $5,000 that need to be replaced or rehabilitated before they've reached the end of their anticipated useful life; and (3) items costing more than $5,000 that need to be replaced or rehabilitated sometime after they've reached the end of their anticipated useful life.
Items in category (1) are the Contractor’s cost to bear exclusively. Items in category (3) will be a cost that PRTC bears exclusively, unless otherwise noted. Items in category (2) will be a shared cost of the Contractor and PRTC in which PRTC's share equates to the proportionate share of the useful life already expended as of the time of rehabilitation/replacement if the premature rehabilitation/replacement is not a consequence of lax maintenance OR a lesser amount if the premature rehabilitation/replacement is a consequence of lax maintenance. Determinations of PRTC's share for category (2) items will be PRTC's to decide governed by these general principles. If no records exist that would enable such a determination, PRTC may seek the opinion of a third party at its sole discretion before PRTC decides. Items estimated to cost more than $5,000 to replace or rehabilitate will be reassessed as part of the facility assessment to determine remaining useful life (RUL) and will be used as the baseline in determining cost responsibility for categories (2) and (3). Note that while the Contractor’s input and cost estimates/recommendations from qualified individuals/vendors will be sought and/or considered in all cases involving a judgment call, it will be ultimately be PRTC’s sole decision as to whether a component or system will repaired, rehabilitated, or replaced and the Contractor will be bound by such decision.

III.3.Y.2 End of Estimated or Remaining Useful Life - Note that the fact that a component or system has reached or exceeded its estimated useful life (EUL) or RUL does not, in-and-of-itself constitute need for replacement. Consequently, the Contractor will not expect PRTC to replace a component or system solely because it has reached or exceeded its RUL or EUL, neither will PRTC expect the Contractor to do so. Any and all requests for replacement of components or systems by the Contractor will have a certified vendor assessment paid for by the Contractor. PRTC will partake in all such assessments and the Contractor will provide notification of such arrangement in advance.

31 Certain items worth more than $5,000 will no longer be provided by PRTC once they reach the end of their useful life, regardless of when that occurs. A prime example are the portable vehicle lift systems. Items such as these will be noted on the attachment.
III.4 OBLIGATIONS AT END OF CONTRACT

III.4.A General

The Contractor selected as a result of this procurement will cooperate with PRTC to effect a smooth transition to the Incoming Contractor at the expiration of this Contract. The requirements governing the transition from the existing contract with First Transit to the Contract that will be the result of this procurement, while nearly the same as those listed below, are not identical and, therefore, are included in the Appendix (“Section 8 from PRTC-FT Contract - Obligations at End of Contract”). Requirements at the end of the Contract resulting from the current procurement include, but not limited to, those listed below.

III.4.B Access

The Outgoing Contractor will provide PRTC and the Incoming Contractor reasonable access to the operating facility and PRTC revenue vehicles. The Contractor will ensure that adequate insurance is provided by the Incoming Contractor and that use of vehicles does not prevent operation of Contractually-required service.

III.4.C Data

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

III.4.D Documents

The Outgoing Contractor will provide PRTC and the Incoming Contractor copies of all leases, permits, licenses, and other relevant documents.

III.4.E Substance Testing

The Outgoing Contractor will 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.

III.4.F Maintenance

The Outgoing Contractor will provide PRTC all records associated with the Contract including all maintenance documentation that is not included in the maintenance MIS system for existing vehicles in PRTC’s fleet.
III.4.G  Record Retention

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

III.4.H  Vehicles

The Outgoing Contractor will return to PRTC all PRTC vehicles in sound mechanical and operating condition, in accordance with the terms of the Contract. The condition of the PRTC vehicles will be determined by fleet inspections conducted by an independent maintenance auditor selected by PRTC. The first of these inspections (hereinafter referred to as the “initial inspection”) will 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”) will be performed by PRTC’s auditor on or around the expiration date of the Contract. The two (2) inspections will be employed as described in the next pair of subsections. Note that these inspections will not be necessary if the existing Contractor succeeds itself.

III.4.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” and which are defects that require repair due to deferred maintenance. 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. Audit procedures and content will follow those used to perform PRTC’s regularly-scheduled fleet audits with the following exceptions:

- The audits, including fluid analysis and road tests, will cover 100 percent of the fleet.
- All vehicle equipment and systems, including installed components (such as radios, Zonar, and video equipment) will be checked for proper operation.
- As part of the final inspection, digital photos will be taken of all body and interior damage, including those considered by the auditor to be beyond normal wear and tear, for easy review, corrective actions, and historical record.
- Repair cost estimates will be prepared by the auditor 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 Outgoing Contractor to the Incoming Contractor whereby the Incoming Contractor assumes full responsibility for maintenance and repair of all vehicles at the time the fleet is transitioned.

The Outgoing Contractor, at its sole cost and expense, will perform repairs identified in the initial inspection, or the Outgoing Contractor will, with PRTC concurrence, pay to PRTC the sums set forth in the inspection report for such repairs. The Outgoing Contractor will notify 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 PRTC for the cost of said work. In the event the Outgoing Contractor elects to do the work itself, the Outgoing Contractor will, 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 Outgoing Contractor elects to pay PRTC for the cost of the repairs, the Outgoing Contractor will do so in full within five (5) days of such election.

The parties together with the auditor will 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 Outgoing 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 Outgoing Contractor will 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 will use the security posted by the Outgoing Contractor. The Outgoing Contractor will 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 Outgoing 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 will not withhold or deduct any sums otherwise due to the Outgoing Contractor pursuant to the invoices rendered by it for services completed up to and including the date the Contract terminates, and all such invoices will be paid in accordance with the Contract.

III.4.H.2 Vehicle Repairs from Existing Contract – Should there be any outstanding maintenance work (deferred) left over from the Outgoing Contractor, PRTC will pay the Incoming Contractor the auditor’s estimated amount to make such repairs. Payment will be made upon presentation of documented evidence (i.e., completed work orders) that such repairs have, in fact, been completed. The Incoming Contractor will 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 will be considered the responsibility of the Incoming Contractor which will be accountable for its repair at the Incoming Contractor’s sole cost.

III.4.I Facility Turnover

PRTC will assess the facility condition near the end of this Contract to determine what repairs, if any, the Outgoing 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 be responsible for ensuring paint, flooring, carpeting and similar maintenance/upkeep items in its contractually-defined areas are in a condition, state of repair, and appearance similar to that for comparable areas in PRTC portions of the facility. The assessment will otherwise 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 will 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 will 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 will be made as follows:

- the Incoming Contractor will 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 will be estimated by PRTC’s facility auditor and such funds will be withheld from the Outgoing Contractor’s final invoice(s), plus contingency;

- the Incoming Contractor will 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 will receive approval from PRTC prior to proceeding with the work. Should PRTC-authorized repairs exceed funds withheld, PRTC will 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.
III.5 INCENTIVES AND DEDUCTIONS PROGRAM

III.5.A Incentive Program

In keeping with PRTC’s view of what it takes to provide and maintain high quality service, the Contractor will be eligible to earn significant monetary incentives based on metrics described herein. The presence of these incentives is a tangible expression of PRTC’s continued desire for high quality service and its willingness to pay for it. Under the existing contract, the program was initially structured such that the contractor had to show continuous improvement from one year to the next in order to qualify for incentive payments. Once performance improved to the level where PRTC felt quality was laudable the agency realized that percentage gains of the magnitude included in the contract for incentive purposes could not be perpetually sustained. Therefore, absolute measures, defined based on historical data and developed in cooperation with the contractor, replaced percentage gains and were structured in brackets so incentive earnings vary depending on level of performance. This method of measuring performance in order to determine incentive payments will continue in the Contract that is the subject of this RFP. As has happened occasionally with the existing contract, PRTC reserves the right to re-evaluate and modify incentive ranges.

The maximum incentive will be earned for performance at or better than the high quality end of each range and the minimum incentive will be earned for performance at the lowest end of the quality range. Results in-between the maximum and minimum earn the minimum payment plus the interpolated amount of incentive earned between the minimum and maximum. For example, operator turnover of 10 percent or less earns the maximum incentive ($100,000) and operator turnover of 15% earns the minimum; thus turnover greater than 10 percent and less than 15 percent is interpolated between $25,000 and $100,000. So, if turnover is 12.0 percent, earnings would equal $25,000 plus 60 percent of $75,000 ($100,000 - $25,000 = $45,000), or a total of $70,000.

Unless otherwise stated, incentives will be calculated on an annual basis. The first incentive will be based on the Contractor’s performance between July 1, 2013 and June 30, 2014. Potential incentive earnings will increase annually by two percent or the CPI, whichever is greater. Incentives will also change if the average daily revenue hours change relative to the number of revenue hours on day one of the Contract; for example, if revenue hours on July 1, 2013 = 675 and are 700 on June 30, 2014, maximum potential incentive earnings will increase by 3.7 percent for the year beginning July 1, 2014. Continuing the example, if the CPI change was 2.5 percent, maximum potential incentive earnings would increase by a total of 6.2 percent.

A summary of the incentive provisions appears in the table that follows and each of the provisions is then discussed in further detail thereafter. Offerors will develop and implement a point system for determining individual employee earnings on a monthly point basis such that each employee will know where they stand earnings-wise as the incentive year progresses. PRTC expects that all employees will be able to earn equal shares (except those who were not employed for the entire incentive year and employees who are not full-time – these individual will be eligible to earn a proportional share) and that the system will include measures for each employee category such that individual performance based on job duties are roughly equal across
job types. For example, while PRTC expects attendance to be a measurement across all job
types, consistently reporting for duty and doing so on time is most critical for bus operators and
will be measured by use of positive and negative points such that late call-outs and late reports
are given considerable negative weight, whereas attendance for management and administrative
staff may not be weighted so heavily. Other examples are complaints and safe bus operations –
bus operators are continually “under the microscope” for both of these items and PRTC expects
them to be included in the bus operator point system; however, technicians will rarely, if ever,
have a mechanical problem traced to work they performed and spend proportionally little time
behind the wheel so their chances of being involved in a collision are far less, therefore the point
system needs to include additional and/or different measures tailored to technicians such that the
incentive program serves as a motivator for providing individual high quality performance for
them. Job types will include, but are not limited to, bus operators, technicians, supervisors and
dispatchers, management, and administrative staff.

<table>
<thead>
<tr>
<th>Incentive Element</th>
<th>Measure</th>
<th>Amount/Range</th>
<th>Earned by</th>
<th>Motivation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Operator Turnover</strong></td>
<td>Maintaining low annual turnover rate</td>
<td>Earnings between $25,000 to $100,000 for between 10 and 15% annual turnover of operators who choose to leave.</td>
<td>Parent company</td>
<td>Satisfied, motivated workforce “team”</td>
</tr>
<tr>
<td><strong>Service Quality</strong></td>
<td>Service quality as measured by “excellent” responses to overall service quality question for each service type</td>
<td>OmniRide - Earnings between $5,000 and $28,750 for between 70 and 80 percent (or more) of customers rating service “excellent.” OmniLink - Earnings between $5,000 and $28,750 for between 64 and 74 percent (or more) of customers rating service “excellent.”</td>
<td>Contract employees assigned to work at PRTC</td>
<td>Satisfied customers</td>
</tr>
<tr>
<td><strong>Miles Between Service Interruptions (MBSI)</strong></td>
<td>Service dependability as measured by level of service interruptions</td>
<td>Combined OmniRide and OmniLink - Earnings between $10,000 and $57,500 for rates between 5,000 and 7,500 Miles (or greater) Between Service Interruptions.</td>
<td>Contract employees assigned to work at PRTC</td>
<td>Dependable service through well-maintained vehicles, adequately trained operators, smooth pullouts</td>
</tr>
<tr>
<td><strong>Complaints</strong></td>
<td>Service performance as measured by complaint rate</td>
<td>OmniRide - Earnings between $5,000 and $28,750 for complaint rates ranging between 7.75 and 6.0 (or less) complaints per 10,000 passenger trips. OmniLink - Earnings between $5,000 and $28,750 for complaint rates ranging between 5.75 and 4.0 (or less) complaints per 10,000 passenger trips.</td>
<td>Contract employees assigned to work at PRTC</td>
<td>Satisfied customers</td>
</tr>
<tr>
<td><strong>Accidents</strong></td>
<td>Safe vehicle operations as measured by number of preventable accidents</td>
<td>Combined OmniRide and OmniLink - Earnings between $10,000 and $57,500 for preventable accidents ranging between 1.9 and 1.5 (or lower) per 100,000 miles.</td>
<td>Contract employees assigned to work at PRTC</td>
<td>Safe service</td>
</tr>
<tr>
<td><strong>New Operator Training</strong></td>
<td>Quality service provision as measured by how well trained new operators are when introduced to revenue service</td>
<td>Combined OmniRide and OmniLink Earnings of up to $57,500 (employees) and $100,000 (corporate); each Deduction assessed on operators in revenue service during his/her first 30 days will result in a reduction of $200 (employees) and $400 (parent company)</td>
<td>Parent company and Contract employees assigned to work at PRTC</td>
<td>Operators and the customers they serve who feel comfortable with their performance from day one</td>
</tr>
</tbody>
</table>

---

32 Excludes Deductions waived for cause.
<table>
<thead>
<tr>
<th>Incentive Element</th>
<th>Measure</th>
<th>Amount/Range</th>
<th>Earned by</th>
<th>Motivation</th>
</tr>
</thead>
</table>
| Smooth Service Picks | Service quality as measured by how proficient operators are when they begin a new or modified work assignment | OmniRide - Earnings between $5,000 and $28,750 (employees) and between $12,500 and $50,000 (parent company) for increased complaint rates following pick between 40% and 20% (or lower).  
OmniLink - Earnings between $5,000 and $28,750 (employees) and between $12,500 and $50,000 (parent company) for increased complaint rates following pick between 30% and 10% (or lower)  
Earnings for each pick will be based on percentage increase in complaint rates following a pick compared to average complaint rates preceding the pick. Annual earnings will be determined by averaging the average change of all picks. | Parent company and Contract employees assigned to work at PRTC | Customers whose service is impacted minimally, if at all, following a pick |
| Improved Performance | Improvement as measured by comparing the current quarter dollar value of assessed Deductions against prior quarter dollar value, reimbursing the difference if current quarter is lower than prior.  
AND  
Proactive, good-faith efforts throughout the year resulting in year-end reimbursement of up to 50% of remaining withheld Deductions based on PRTC evaluation. | Varies | Parent company | Improvement |
| TOTAL POSSIBLE INCENTIVE PAYMENTS | Parent company | $300,000 per year | Contract employees assigned to work at PRTC | $345,000 per year |

33Except for the categories of Strategic Vehicles and Operators, Use of Supervisory Personnel to Cover Trips, and Missed Trip - Failure to Meet Operator Pullout which are not eligible for quarterly or annual reimbursement.
III.5.A.1 Operator Turnover – The Contractor’s parent company 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. The Turnover incentive includes only operators who voluntarily chose to leave PRTC (excludes health reasons, trainees, resignation in lieu of termination, and retirement).

III.5.A.2 Service Quality–Contract employees assigned to work at PRTC are eligible to earn incentives for providing quality service based on passenger surveys that PRTC will pay for and expects to continue conducting three times per year at roughly four-month intervals, generally in late spring, fall, and winter. New to this Contract, all surveys performed within the incentive year will be averaged to determine incentive earnings (in the existing contract, only the fall survey counted). The same survey and implementation procedures have been in use since May of 2003 and include ratings for six individual elements of service quality (e.g., cleanliness of buses, on-time performance, etc.) and one question rating “overall service quality” (see the “Survey instrument” included in the Appendix along with the most recent report to the PRTC Board (“Item 12C1 PRTC Info--March 2012 Customer Satisfaction Survey Results”). The incentive is based on the percentage of respondents indicating an “excellent” rating (an 8, 9, or 10 on a 10–point scale). Presently, a representative portion of OmniLink and Cross County routes/patrons are surveyed on-board while approximately 50 percent of OmniRide commuter and Metro Direct customers subscribed to PRTC’s “Rider Express” notification system receive an email requesting they complete a survey on-line. Note that PRTC staff have a separately funded incentive earnings program for this measure using the same incentive payment range so that agency employees are also financially incentivized to provide high quality service.

III.5.A.3 Miles between Service Interruptions (MBSI)-Contract employees assigned to work at PRTC are eligible to earn incentives based on level of service interruptions. The Miles between Service Interruptions (MbSI) incentive category provides an indicator of maintenance effectiveness and bus operator equipment familiarity by tracking the number of mechanically-related interruptions of more than four minutes duration34 (including bus operators not knowing how or being unable to operate equipment) occurring on the road and delaying bus yard departure, except as follows:

- when deadheading back to PRTC to go out of service when the vehicle can safely be returned to the garage.

- while in revenue service, or deadheading to start a route or between two pieces of work, but the problem/issue is resolved with a delay of not more than four minutes or when the operator is authorized in no more than four (4) minutes to continue in service since the problem/issue does not involve safety, comfort, or (additional) mechanical damage.

---

34 4 minutes means up to 4 minutes and 59 seconds.
before leaving the yard but the problem/issue is resolved/repaired, the vehicle is switched out, or the original vehicle is authorized to continue since the problem does not affect safety, comfort, or (additional) mechanical damage, and pull out is no more than four minutes late.

While MBSI tracking under the existing contract excludes farebox (because electronic fareboxes were not in place when such tracking began) and radios (because hand held replacements for missing or malfunctioning units is no longer legal), these elements will be included in this Contract. PRTC will take this change into account when comparing statistics between contracts.

The MBSI range can change from year to year, depending on average fleet age (1/4% range change for each 1% change in fleet age). The MBSI range will be indexed to the anticipated ACTIVE fleet average age for each subsequent year, based on aggressive re-introduction of contingency vehicles back into the fleet (i.e., sooner rather than later), and a later introduction of new vehicles to the fleet/retiring of older vehicles. If the average fleet age actually ends up being higher than predicted, PRTC will retroactively adjust the incentive range if the recalculation impacts incentive earnings.

III.5.A.4 Complaints – Contract employees assigned to work at PRTC are eligible to earn incentives based on complaint rates. Complaints comprising the basis for this calculation include only those over which the Contractor has control (i.e., they do not include complaints about too few buses, overcrowding, poorly placed bus stops, etc.). Note that PRTC staff have a separately funded incentive earnings program for this measure so that agency employees are also financially incentivized to provide high quality service; however, all complaints are used when evaluating PRTC staff earning, therefore, the incentive range is different.

III.5.A.5 Accidents– Contract employees assigned to work at PRTC are eligible to earn incentives based on accident rates. The following types of accidents are included in the accident incentive program:

- Preventable accidents resulting in damage to a PRTC vehicle and/or claims paid in excess of $500 (if claims have not been settled, an estimate of whether damage exceeds $500 will be used), and
- Preventable incidents/accidents resulting in personal injury.

III.5.A.6 New Operator Training – New to this Contract, both the parent company and PRTC-assigned employees are eligible to earn incentives based on level of proficiency demonstrated by new bus operators during their first 30 days of revenue service. For each infraction committed by new bus operators, $400 will be removed from the maximum annual earnings for corporate and $200 will be taken from maximum annual earnings for Contract employees assigned to work at PRTC. Note that if multiple infractions are committed by a single operator associated with one complaint, riding observation, etc., each will count and be deducted from incentive earnings.
III.5.A.7 **Smooth Service Picks** – Also new to this Contract, both the parent company and Contract employees assigned to work at PRTC are eligible to earn incentives based on level of operator proficiency demonstrated by smoothness of service when transitioning between picks. Earnings are measured by taking the average complaint rate for the first two weeks of a new pick implementation compared to the average complaint rate from two weeks after the preceding pick through the last service day preceding the pick being implemented. Annual earnings will be calculated by taking the total number of complaints in periods preceding picks, subtracting that number from the total number of complaints for the two week periods following picks and dividing that number by the total number of complaints in periods preceding picks for example, if there were a total of 750 pre-pick period complaints for the year and a total of 900 post-pick complaints for the year (150 more), the result is a percentage increase of 20 percent (150/750). As with the Complaints incentive, Complaints comprising the basis for this calculation include only those over which the Contractor has control (i.e., they do not include complaints about too few buses, overcrowding, poorly placed bus stops, etc.).

III.5.A.8 **Improved Performance** – As described in the next section, the parent company can earn-back Deductions for improved performance.
III.5.B  Deductions Program

PRTC will monitor its bus services to assess the service delivery performance Contractor and managing factors that affect performance which are within the Contractor’s control. Monitoring activities include but are not be limited to: safety, training, vehicle cleanliness, schedule adherence, completed vehicle trips, on-time submission of reports, adequate staffing, proper licensing and certifications, heating and air conditioning system performance, and operator performance. PRTC currently employs a quality assurance supervisor and monitoring staff consisting of 4.5 full-time equivalent staff members but reserves the right to change both the number of staff and their monitoring duties as it sees fit. Monitoring is performed through a variety of methods including field observation; review of dispatch and other operating logs; GPS reports; complaints, etc. PRTC also intends to implement its own mystery shopper program to monitor service.

PRTC maintains the right to assess Deductions 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 Deductions assessed only for those circumstances in which the Contractor is culpable for the lapse.

Should Deductions be assessed, the Contractor, through subsequent service improvements, can earn back a large portion of assessments.

PRTC believes it is ultimately the Contractor’s parent company that is responsible for ensuring that service under this Contract is provided in the high quality manner required. This is achieved through selecting adequate and appropriate staff; performing its own monitoring service quality and client satisfaction trend analyses; ensuring that corrective and proactive changes are well thought-out and quickly implemented; etc. Therefore, Deductions will be assessed against the Contractor’s parent company, not employees working under the PRTC Contract; neither will the Contractor pass through Deductions to employees working under the PRTC Contract. Deductions will be netted against parent company-earned Incentives only.

PRTC quality assurance staff identify and assess Deductions and will attempt to notify the Contractor by the close of the following business day. PRTC assessments and Contractor responses are evaluated on three levels:

1. The Quality Assurance Supervisor identifies infractions that qualify for Deductions, notifies the Contractor of assessments, reviews Contractor responses, then recommends to the Manager of Planning and Quality Assurance whether the Deduction should remain or be reduced or waived.

2. The Manager of Planning and Quality Assurance reviews each assessment, Contractor response, and the Supervisor’s recommendation to ensure proper and consistent assessment and may seek further information/clarification before recommending the package of assessments following the end of each month to the Director of Planning and Operations.
3. The Director of Planning and Operations has the final review and may seek further information/clarification before finalizing the monthly report.

III.5.B.1 Waiving Deductions - PRTC reserves the right to waive the imposition of Deductions at its discretion. Waiver or failure to assess Deductions in any circumstance does not negate or abridge PRTC’s right to assess such Deductions in the future for the same infraction or infractions of the Contract for which PRTC previously waived or failed to assess such Deductions. This provision will not abridge or affect any other remedy which PRTC may have for any Deductions which PRTC may incur in consequence of the failure of the Contractor to perform in accordance with Contract specifications.

Specific, on-going programs to waive Deductions are as follows:

a. Waiving Deductions for Cause—PRTC will waive the following Deductions for cause:

- incorrectly assessed Deductions;
- assessments where PRTC feels the facts are ambiguous; and
- situations that are beyond the Contractor’s control (e.g., failure to provide on-time service due to accidents, unusual weather or traffic conditions, unavoidable vehicle malfunctions <such as flat tires caused by road hazards>, or naturally occurring disasters), if sufficient documentation is provided to PRTC. While PRTC will waive Deductions that are beyond the Contractor’s control, the Contractor continues to be responsible for implementing contingency plans to minimize or mitigate negative impacts.

In order to be waived under the preceding circumstances the Contractor must provide evidence within five business days of PRTC’s notification of intended assessment.

b. Waiving/reducing Deductions for Quickly Taking Corrective Action – To encourage the Contractor to stay current with operating infractions and limit/eliminate repeat offenses, PRTC will waive/reduce assessed Deductions if counseling is performed/action is taken within the following timeframe from the date Research Comments were entered into the MIS by PRTC, unless otherwise indicated under “Other PRTC rules for assessing, reducing, or waiving Deductions:”

1. Within one business day - 100%
2. Within two business days - 75%
3. Within three business days - 50%

PRTC reserves the right to curtail or expand waiving Deductions for quick action at its sole discretion.
c. Waiving/reducing Deductions for Compliance- PRTC has identified certain key categories of Deductions for which a maximum number of assessments will be considered for waiving or reduction. These numbers should not be considered as an acceptable level of performance, but as an indicator that PRTC understands that perfection is something to strive for but is rarely attained. These special categories are as follows:

- Missed Off-route trips with Contingency Plan - 205 off-route trips per day, 4,305 per month, 99.5% compliance = up to 20 infractions may be waived/reduced per month.

- Missed, Incomplete, or Combined Trips - 379 trips per day, 7,959 per month, 99.5% compliance = up to 38 infractions may be waived/reduced per month (continue to assess lost time.

- Late Relief (Link, Metro Direct, Cross County services) - 22 reliefs per day, 462 per month, 99.5% compliance = up to three (3) infractions may be waived/reduced per month (if not more than 10 minutes late).

- Communications - 828 per day (only 10-8s), 17,388 per month, 99.5% compliance = up to 87 infractions may be waived/reduced per month. 10-8 infractions may be waived for compliance. Infractions involving other communications (ADA compliance/bus stop announcements, failure to stock schedules, etc.) will only be waived/reduced for quick action or for cause.

- Lack of Strategic Bus - 10 shifts per day, 210 per month, 98% compliance = first four (4) infractions may be waived per month.

- Late Trip >5 Minutes < 15 Minutes, up to five (5) trips per day may be waived/reduced.

- Late Trip > 15 Minutes, up to two (2) trips per day may be waived/reduced.

- Use of Supervisory Personnel to Cover Trips – one (1) use per month may be waived.

- Deficient Vehicle Condition– up to two (2) inappropriate vehicle type infractions may be waived per day.

PRTC plans to periodically review the level of these waived assessments such that they continue to be roughly tied to service levels; however, PRTC reserves the right to curtail or expand tolerances for the assessments at its sole discretion. Note that PRTC expects to revise on-time performance compliance measures (currently only sample checks and dispatch reports) once the CAD/AVL system is fully operational since the system is expected to generate reports of 100 percent of trip/route pull-outs, start times, and early departures from timepoints.
d. **Other PRTC Rules for Assessing, Reducing, or Waiving Deductions** are as follows:

- The Contractor will include operator comments in the Contractor Response field in the MIS for infractions that require operator investigation/counseling. Only entries that include evidence of operator investigation/counseling will be considered for reduction.

- In instances where multiple infractions are noted, the instance will be categorized/Deduction assessed under the infraction determined to be most severe, i.e., the infraction that had the greatest impact or potential impact on service or was safety related.

- Deductions will not be waived or reduced if an operator’s account of events is in contradiction to the facts. For example, if an operator says that an off-route trip was serviced but GPS tracking proves otherwise, the assessment will not be waived or reduced for cause.

- When failing to use an MDT results in a missed pickup but another bus or supervisor performs the pickup, the assessment will not be reduced to a “Missed Trip w/Contingency” but will be charged as a “Missed Trip” and will not be waived for compliance; however, it may be waived for quick action or for cause.

- Deductions will be assessed for a late trip when an operator is > 5 minutes late off the yard unless it’s beyond the Contractor’s control (an Act of God, etc.). This also applies to runs that start >5 minutes to <15 minutes and > 15 minutes late.

- No assessments will result from the Contractor’s own monitoring efforts or Contractor monitoring efforts undertaken by mystery riders assigned by the Contractor; however, Contractor monitoring results are to be entered into the MIS on a daily basis so that PRTC and the Contractor have a complete and up-to-date history of observed infractions.

- PRTC may choose not to waive or reduce assessments for repeat occurrences of the same or similar infractions committed by the same individual.

- **Operator Unsafe Operation of Vehicles** infractions will only be waived for quick action if the operator is counseled within one business day of entry of Research Comments. PRTC will attempt to identify safety infractions and bring them to the Contractor’s attention as quickly as possible.

- Operator Training infractions will not be waived in cases where an operator assigned to the extraboard (e.g., a new bus operator who has not previously picked an assignment) is assigned a piece of work without adequate time to
prepare themselves to perform the service without incident and has not previously driven the specific route in the same direction.

e. **The waive/reduce sequence** is as follows, unless otherwise indicated above:

1. Waive for cause if assessment was incorrect or if PRTC feels the facts are too ambiguous to assess.

2. Waive/reduce for quick action if PRTC is compelled by contractor’s response.

3. Waive for compliance if applicable/allowable.

III.5.B.2 **Earn-back of Deductions for Improved Performance** – In an effort to continually provide encouragement for the Contractor to progress, assessed Deductions can be recovered (earned-back) through “improved performance” as that term applies in the following:

a. After each quarter (three months), PRTC will sum the total dollar amount of assessed Deductions for the quarter (except for categories noted below).

b. Starting with the second quarter of each PRTC fiscal year PRTC will compare the quarter’s total dollar amount of assessed Deductions to the assessed amount in the previous quarter (except for categories noted below). In the event the dollar value of assessed Deductions was lower than the previous quarter, PRTC will reimburse the Contractor for the difference between the two quarters. This reimbursement will constitute the improved performance incentive. PRTC will not reimburse for subsequent quarterly improvements beyond one prior quarter.

c. At the end of each fiscal year (typically in July), PRTC will provide an “Annual Performance Review” to subjectively assess the Contractor’s 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 percent of the remaining withheld Deductions for the prior fiscal year (except for categories noted below).

*Note that quarterly earn-back of Deductions for improved performance EXCLUDE assessments for the categories of 1. Strategic Vehicles and Operators, 2. Use of Supervisory Personnel to Cover Trips, and 3. Missed Trip - Failure to Meet Operator Pullout. Monthly assessments for such infractions cannot be earned-back.*

III.5.B.3 **Concerns** - PRTC will cooperate with the Contractor to fully explore any concerns regarding service and performance standards. In its evaluation of assessed Deductions, PRTC will consider the Contractor’s efforts to complete the following:

1. **Correction Plans** – The Contractor may complete written plans for corrective action. In most situations, PRTC will ask the Contractor to establish its own reasonable timeline for
developing and implementing a corrective action, though PRTC reserves the right to require faster development and implementation.

2. **Dispute** - In the event of a dispute over the assessment of Deductions, any amount of the monthly billing not in dispute will be made according to normal payment terms.

**NOTWITHSTANDING THE FOREGOING, PRTC MAY IMPOSE DEDUCTIONS ON THE FOLLOWING BASIS:**

Assessments will generally be made based upon either a PRTC staff (or agent) or regulatory/inspection agency observation or two (2) reports/complaints regarding the same infraction by riders or the general public.

**III.5.B.4 Service Delivery Infractions**

The Contractor will strive to maintain on-time performance and every safe, 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 Contract 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. With the OmniLink local service, PRTC controls the scheduling of off-route trip requests, removing some of the Contractor’s responsibility for mid-run lateness. Accordingly, PRTC will focus schedule adherence monitoring efforts on the following:

- Departing the bus yard on time.
- Beginning routes/runs on time.
- Not leaving timepoints and off-route pickup locations early (except as described in PRTC’s Bus Service Operating Procedures (BSOP) section titled “OmniRide Destination-end Stops”).

However, for all services, Deductions 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.

See PRTC’s BSOP for definition of official service time.

Deductions will be imposed for the following service delivery infractions:
a. **Early Trip** – Unless otherwise directed by PRTC dispatch, a $500 Deduction will be assessed for each departure more than one minute early\(^{35}\), as follows:\(^{36}\)

- any scheduled OmniLink, Prince William Metro Direct, Manassas Metro Direct, or Cross County timepoint and OmniLink off-route pickup location
- any scheduled OmniRide commuter and Linton Hall Metro Direct origin-end timepoint and timed-transfer location

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 Deductions will 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 Deduction will be two hundred dollars ($200) per occurrence.

d. **Missed Trip** - If the Contractor fails to operate a trip, Deductions 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 off-route trips are included in this category. In such instances where the operator fails to service an off-route trip, the off-route trip must still be performed and must be done so as quickly as possible as directed by PRTC Dispatch to minimize the negative impact on existing operations (i.e., making other services late). PRTC Dispatch will seek vehicle and operator resources from the Contractor to address missed trips and, depending upon the availability and timeliness of these resources, the assessment may be reduced by PRTC to as little as two hundred fifty dollars ($250) per occurrence. Deductions for missed off-route trips when passengers prefer not to wait for the alternate arranged service or who are no longer waiting at the off-route trip 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) assessment and Deduction of revenue hour time will apply.

f. **Incomplete Trips** - If a service trip is not completed in its entirety, the trip will be considered a **Missed Trip**.

\(^{35}\) More than one minutes means 1 minute and 1 second, or more.

\(^{36}\) Specific services may change over the course of the Contract, e.g., if Linton Hall Metro Direct becomes a bi-directional service the distinction of limiting early departures for origin-end only timepoints would no longer apply.
g. 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 Deduction of two-hundred fifty dollars ($250) will be assessed, in addition to the five-hundred ($500) described in (d) above.

h. 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, extraboard 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 Deduction of two-hundred fifty dollars ($250) will be assessed, in addition to the five-hundred ($500) described in (d) above.

i. Use of Supervisory Personnel and PRTC 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, a Deduction of three hundred dollars ($300) will be assessed. Deductions will not be assessed for legitimate use of supervisors covering trips, such as to serve a missed off-route trip. In instances when PRTC staff are used to cover trips a Deduction of three hundred dollars ($300) will be assessed. In addition to the assessed amount the Contractor will be responsible for reimbursing PRTC for staff wages and fringe benefits earned while in service as a bus operator.

j. Failure to Provide Emergency Resources - Failure by the Contractor to make a good faith effort in a timely manner to respond to emergency situations by supplying necessary resources will result in an assessment of between five hundred dollars ($500) and five thousand dollars ($5,000), depending upon the gravity of the situation.

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 Deduction of five hundred dollars five hundred dollars ($500) will be assessed.

l. Strategic Vehicles and Operators – Failure to have strategic vehicles and operators as specified will result in an assessment of five hundred dollars ($500) per occurrence. Other Deductions associated with this infraction may also apply (e.g., missed trip). Using strategic vehicles and operators to cover scheduled service will result in an assessment of $500 per occurrence and Deduction of revenue hour time for the service covered by the strategic will apply. Deductions will not be assessed when strategies are placed in service for their intended use (e.g., to minimize the impacts of heavy traffic on on-time performance, to substitute for a vehicle breakdown, etc.).

m. 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 (five minutes before the
scheduled bus arrival time), the Deduction will 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 Deductions will 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) assessment.

III.5.B.5 Operator Duties Infractions

a. Uniforms/appearance - If any Contractor employee fails to comply with PRTC's uniform and appearance requirements, the Deduction will be fifty dollars ($50) per occurrence.

b. Fare Collection - If any Contractor employee fails to collect the correct fare or otherwise fails to follow proper fare collection procedures, the Deductions will be one hundred dollars ($100) per occurrence.

c. Proper Destination Signs – For failing to show the proper vehicle message sign(s), including front/side/rear destination signs and run number, the Deduction 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 Deductions 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, will result in an assessment of fifty dollars ($50) per vehicle per occurrence.

f. Communication – Failure of an operator to properly communicate required information to the dispatcher, supervisors, passengers, etc. will result in Deductions 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 will 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.

g. Unattended/Unsecured/Unauthorized Use Of Vehicle – If Contractor personnel leave a PRTC vehicle unattended or unsecured without prior authorization, Deductions will be assessed in the amount of five hundred dollars ($500) per occurrence. Any unauthorized use of PRTC vehicles will result in an assessment in the amount of five hundred dollars ($500) per occurrence.

h. Pre- or Post-Trip Inspection – Failure to properly perform and document pre-or post-trip vehicle inspections will result in a Deductions assessment of two hundred-
fifty dollars ($250) per vehicle per occurrence. Failure to have an adequate number of spare vehicles pre-trip inspected throughout pull-outs will be included in this Deduction.

i. Rudeness – Rude, or otherwise unprofessional, behavior on the part of Contractor employees will result in an assessment of one hundred dollars ($100) per occurrence.

j. Responding to Customer Queries – Failure of an operator to make at least a good-faith effort toward responding to customer queries will result in an assessment of fifty dollars ($50) per occurrence.

k. 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 an assessment of no less than fifty dollars ($50) per occurrence.

l. Preventable Accidents – Contractor employees charged with preventable accidents, including accidents resulting in damage to a PRTC vehicle and/or claims paid in excess of $500 (if claims have not been settled, an estimate of whether damage exceeds $500 will be used) and Contractor employees charged with preventable incidents/accidents resulting in personal injury will result in no Deduction for the first occurrence, a five hundred dollar ($500) assessment for the second occurrence and a seven hundred and fifty dollar ($750) assessment for subsequent occurrences, for the same individual within a calendar year.

m. Operator Training – If the Contractor uses inadequately or improperly trained vehicle operators in revenue service (except during training when accompanied by a supervisor or trainer), an assessment of between two hundred and fifty dollars ($250) and five hundred dollars ($500) will be imposed per occurrence, depending on severity of infraction.

III.5.B.6 Personnel Infractions

a. Operator Records - Failure to initially check or monitor vehicle operators’ driving or background records or using vehicle operators with unacceptable driving or background records or out of date credentials/certifications in revenue service will also result in Deductions of one thousand dollars ($1,000) per occurrence.

b. Inadequate Staffing – Failure to maintain an adequate number of appropriate and fully-trained management, supervisory, technicians, and administrative personnel (i.e., all but bus operators) on staff or otherwise follow Contractual requirements will result in an assessment of five hundred dollars ($500) per day.

c. Key personnel - Failure to meet key personnel requirements pertaining to such individuals leaving key positions will result in an assessment of $10,000.
III.5.B.7 Reporting Infractions

a. **Late/Inaccurate Reports** - Failure to comply with PRTC's reporting requirements either by submitting reports after the due date and time or by submitting inaccurate or incomplete reports, the Deductions 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. It also includes post-award/pre-start-up required deliverables (plans, programs, etc.), which will be assessed on the first invoice.

b. **Discrepancies in Fare Collection** – The Contractor will reimburse PRTC 100 percent of any discrepancies between actual count and data count of fares or fare media result.

c. **Accident/Incident Reporting** - If Contractor fails to report an accident or incident according to PRTC requirements the Deductions will be two hundred and fifty dollars ($250) for each occurrence.

III.5.B.8 Maintenance Infractions

a. **Vehicle Cleaning** - If any vehicle fails to comply with the requirements regarding vehicle cleaning, assessed Deductions will be one hundred fifty dollars ($150) per occurrence. PRTC may also remove the vehicle from service immediately without limiting the Contractor's service obligations. Severe infractions will qualify for deficient vehicle condition Deductions.

b. **Preventive Maintenance** – Preventive maintenance will be performed according to this Contract’s preventive maintenance program. Failure to complete or properly perform preventive maintenance at the approved intervals will result in an assessment of five hundred dollars ($500) per occurrence and a fifty dollar ($50) Deduction for each day the maintenance is overdue.

c. **Vehicles Taken Out of Service** – If any service vehicle is shut down as a result of a failed inspection by any regulatory agency, PRTC, or an agent of PRTC acting on PRTC's behalf, Deductions 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 will not operate and a five hundred dollar ($500) per vehicle per day Deduction will be assessed until a satisfactory inspection report is obtained.

d. **Fluid Analysis** - If the Contractor fails to comply with PRTC's fluid analysis program, the Deductions will be two hundred fifty dollars ($250) per bus or occurrence.
e. **Deficient Vehicle Condition** - In the event any revenue vehicle is deemed to be in deficient condition or appearance, five hundred dollars ($500)/day/vehicle in Deductions will be assessed until the condition is resolved to PRTC’s satisfaction. Improperly performed or inadequate repairs, as well as assigning a vehicle that is inappropriate for the service (e.g., too small or too large), are considered infractions under this section. PRTC may also remove the vehicle from service immediately without limiting the Contractor's service obligations. If that vehicle is found in service with the same problem or the same problem is found at the next inspection by PRTC, the assessment will be seven hundred fifty dollars ($750)/day/vehicle.

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 Deductions will be assessed per incident.

g. **General Repair** – All general repairs will be made by the Contractor. Failure to make repairs brought to the Contractor’s attention by PRTC or its agent before or during the next preventive maintenance inspection will result in a two hundred dollar ($200) assessment per occurrence and a twenty-five dollar ($25) assessment for each day the repair is overdue. PRTC reserves the right to require repair sooner, if deemed necessary. General repairs are understood to include any repairs not covered elsewhere in the “Deductions” section.

h. **Vehicle Status** - Failure to provide vehicle status updates in real-time will result in Deductions of fifty dollars ($50) for each update that should have been made.

i. **Vehicle Records** – Failure to maintain a complete and up-to-date vehicle file so will result in Deductions of fifty dollars ($50) for each day the records are not available or updated.

**III.5.B.9 Facilities Infractions**

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

b. **Facility Inspection** - Deductions of five hundred dollars ($500) will be assessed for failure to pass a facility inspection with a satisfactory rating. Second and subsequent failures, whether for the same or different infraction during the course of the contract, or failure to report results of an inspection will result in a five thousand dollar ($5,000) Deduction. Facility 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 are not limited to, inspection of environmental and safety practices, inspection and operation of equipment and other components, and documenting preventive maintenance and repairs.
c. **Facility Maintenance** - Failure to perform preventative maintenance, make repairs, or otherwise maintain facilities and equipment in working order will result in an assessment of no less than one hundred dollars ($100) per occurrence per day.

**III.5.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 Deductions.
III.6 OMISSIONS

The Contractor will be responsible for all other functions necessary for the safe, reliable, and efficient operation of the service that are not specifically discussed herein.
III.7 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.

III.7.A Hourly Rates

PRTC will pay for scheduled services on a per vehicle revenue hour basis, as determined by the printed schedule. The following defines vehicle revenue hour for each service type.

- Each OmniRide commuter trip is compensated separately; time between trips is non-revenue since it is not in the printed schedule. Because the Linton Hall Metro Direct is operated in the same manner as OmniRide commuter trips, compensation is the same as for OmniRide commuter trips.

- The Contractor is compensated for recovery time for the Prince William and Manassas Metro Directs and the Cross County Connector routes since recovery time is included on the printed schedule.

- OmniLink is paid as determined by the printed schedule; while no recovery time is shown on the schedule currently, the Contractor will be compensated as stated above for Prince William and Manassas Metro Directs and the Cross County Connector routes.

A change for this Contract is that strategic bus service will also be paid at the revenue vehicle hour rate for the number of hours strategic bus service is required to be in service, as indicted in Section III.1.D.5 Strategic Vehicles and Operators.

Services that are not regularly scheduled are divided into two payment categories, as follows:

- Services paid at the revenue hour rate include:
  - Section III.1.E.8 – Special Event Services
  - Section III.1.E.9 – Substitute Bus Service for VRE Service Stoppages

- Services paid at the avoidable cost rate, described in the next later in this section, include:
  - Section III.1.D.5 – Strategic Vehicles and Operators (when PRTC and Contractor agree)
  - Section III.1.E.4 – Planning Assistance
  - Section III.1.E.10 – Early OmniRide Pullouts

Offerors will complete Attachments G.1 (for services beginning 7/1/13) and H.1 (for services beginning when the western facility is operational – see Section III.7.B.3.i) Hourly Rates, as follows:
Offerors are free to define ranges such that they reflect breakpoints that are in line the Offeror’s anticipated capital and operating resource requirements, including all staffing changes except bus operators and technicians.

Ranges can be as large as necessary but no smaller than 25 hours.

Range values will be discrete, e.g., if the end of one range is 599, the beginning of the next range will be 600.

Rates will be proposed such that the total weekday cost when transitioning between one range and the next will be virtually identical, i.e., transitioning from one range to another (adding or subtracting one hour at the cusp) will not create a cost “cliff.”

The fixed rate will be paid for all daily revenue hours up to the lowest number in the cell range.

The marginal rate will be paid for the increment of daily revenue hours beyond the lowest in the cell range, up to the highest number in the cell range. The marginal rate will naturally be less than the fixed rate as the incremental addition or deletion of service will not affect fixed costs that are covered in the fixed rate.

The avoidable cost rate is paid for certain non-published services on a platform hour (pull-out through pull-in) basis. The avoidable cost is how much it costs the Contractor, on average, to cover its out of pocket costs for an additional hour of service beyond those regularly scheduled.

Weekend services are paid at the weekday rate for the number of weekday hours being operated at that time. For example, if 620 weekday revenue hours are being operated at X rate (fixed) and Y rate (variable) per hour, and the agency operates 100 Saturday hours of service, PRTC pays X rate per Saturday service hour.

Proposed rates are for year one (1); years two (2) through 10 will be based upon a cost escalation factor applied to the best and final bid price, as described in Section III.7.B.1 Option Year Pricing. Note: western facility costs shall be provided in 2013 dollars and will also be escalated as described in Section III.7.B.1 Option Year Pricing.

Should scheduled revenue hours exceed the maximum (1,000) or fall below the minimum (500), PRTC and the Contractor will negotiate rates.

III.7.B Calculation of Payment

The multiplication of the scheduled vehicle revenue hours actually operated each month times the Offeror’s best and final rate per vehicle revenue hour will equal the monthly payment (less any Deductions or other justified withholdings, plus any additional services provided at either the revenue hour or avoidable cost rate). The revenue hourly rates will remain firm and will include
all charges that may be incurred in fulfilling the terms of this Contract. The Contract amount will vary according to the number of revenue hours of service. Should future service plans entail conversion of existing deadhead time to revenue time, Contractor will not charge PRTC for such converted time.

III.7.B.1 Option Year Pricing – Compensation for the initial year of the Contract will be as specified in the contract resulting from this procurement solicitation. Yearly cost adjustments will be made effective July 1st of each ensuing year and will be based on the most recent 12-month period for the U.S. Department of Labor’s final posted Washington – Baltimore Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) or two (2) percent, whichever is greater.

III.7.B.2 Significant and Unforeseeable Changes in Conditions - Given the potential length of this Contract and the possibility of significant and unforeseeable 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.

The following are examples of significant and unforeseeable changes:

1. Modifications to contractual tenets, such as a significant shift in the proportion of deadhead vs. revenue hours due to growth of commuter bus service (typically having roughly 50% deadhead hours) or local service (typically with very little deadhead time);

2. Addition of new vehicle systems or facility systems, areas, or buildings requiring significant additional expense or labor on the part of the Contractor;

3. Changes in technology that reduce the length of time required to train new staff or reduce the number of staff needed to perform the scope of work. Examples include PRTC’s plan to purchase two driving simulators, which should reduce training and retraining time as well as lower risk exposure.

4. External changes of major contract cost elements, such as industry-wide insurance rate growth, or dramatic changes in operator or technician pay by other regional transit agencies resulting in unusual difficulty attracting or retaining employees for the PRTC Contract.

An example that took place over the course of the existing contract was that industry-wide insurance costs escalated much more than could have been anticipated when the proposal was prepared. PRTC requested and was provided enough data to satisfy itself that the escalation was not due to poor safety practices, unusually high and expensive claims, etc under the PRTC contract and crafted a methodology designed to annually compensate the existing contractor for an amount calculated to offset the legitimately unanticipated higher cost. This example, “Insurance adjustment,” is included in the Appendix.
III.7.B.3 Significant Foreseen Changes

i. Western Facility - During the term of this Contract PRTC anticipates constructing and opening a second, western facility on Doane Drive in Manassas near the intersection of the Prince William Parkway (Rt. 234 Bypass) and Balls Ford Road, very close to I-66. Details regarding the second facility are included in the Appendix (“Western Facility Attributes”) and include assumptions regarding:

- Descriptions of buildings and accoutrements
- Vehicle maintenance and storage capacities

PRTC anticipates that the routes and buses shown below will be based out of the western facility when it becomes operational.

<table>
<thead>
<tr>
<th>OmniLink Routes</th>
<th>Vehicles</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manassas</td>
<td>2</td>
</tr>
<tr>
<td>Manassas Park</td>
<td>2</td>
</tr>
<tr>
<td>Spare</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total OmniLink</strong></td>
<td><strong>41</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OmniRide Routes</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Manassas</td>
<td>10</td>
</tr>
<tr>
<td>Gainesville</td>
<td>4</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Manassas Metro Direct</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Manassas</td>
<td>4</td>
</tr>
<tr>
<td>Linton Hall</td>
<td>4</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Vehicles</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Spares</td>
<td>6</td>
</tr>
<tr>
<td>Strategics</td>
<td>3</td>
</tr>
<tr>
<td>Contingency</td>
<td>5</td>
</tr>
<tr>
<td><strong>Total Vehicles</strong></td>
<td><strong>41</strong></td>
</tr>
</tbody>
</table>

Proposals will address the changes, resources, costs, etc. associated with operating service using two facilities. Plans should account for additional management at the western facility, including a second AGM of Operations and a second Maintenance Quality Assurance Manager. Unless otherwise specified, Offerors should assume that the same equipment, systems, etc. as are provided by PRTC for the Contractor’s use will be provided at the western facility and that maintenance requirements will be the same, as well. Should there be significant differences between assumptions used to develop costs for two-facility operation and conditions that actually come to pass, changes will be dealt with as described in Section III.7.B.2 Significant and Unforeseeable Changes in Conditions. PRTC may work with the Contractor to
occupy part of the new facility prior to full completion, should it be necessary or very helpful in order to add new services. While PRTC expects to continue contracting with a single Contractor for all bus services it reserves the right to contract with another provider for western facility bus operations, maintenance, etc.

ii. Service Expansion Prior to Opening of Western Facility—PRTC’s bus yard and maintenance facility are over-capacity for the active bus fleet but operations and maintenance practices to adapt to the situation have been successfully instituted. PRTC will begin using the gravel lot adjacent to the Transit Center for contingency fleet storage toward the end of 2012. The portion of the lot needed for buses will be fenced and already has lighting and video surveillance. PRTC anticipates needing to add buses to the active fleet, which will likely entail needing to use a portion of the gravel lot to park active fleet buses and may call for revised bus maintenance practices, such as expanding to six or seven day per week operation, or implementing further efficiency improvements. The following table depicts expected growth prior to occupying the second facility.

<table>
<thead>
<tr>
<th></th>
<th>Total Fleet</th>
<th>Peak pullout</th>
<th>Spares</th>
<th>Overhaul</th>
<th>Contingency</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013</td>
<td>153</td>
<td>114</td>
<td>22</td>
<td>4</td>
<td>13</td>
</tr>
<tr>
<td>2014</td>
<td>153</td>
<td>117</td>
<td>22</td>
<td>4</td>
<td>10</td>
</tr>
<tr>
<td>2015</td>
<td>153</td>
<td>120</td>
<td>22</td>
<td>4</td>
<td>7</td>
</tr>
<tr>
<td>2016</td>
<td>153</td>
<td>121</td>
<td>23</td>
<td>4</td>
<td>5</td>
</tr>
</tbody>
</table>

III.7.B.4 Start-up Costs

Offerors will identify in their proposals costs it will incur during start-up. Start-up expenses will not be included in hourly rate calculations; instead, they will be reimbursed monthly throughout the duration of the Contract term. For example, initial Contract start-up costs will be reimbursed in 36 monthly installments, coinciding with the initial three-year Contract term. Western Facility start-up costs will be reimbursed monthly over the remaining option years of the Contract term exercised by PRTC at the time the Western Facility is first occupied. PRTC may elect to exercise additional option years of the Contract term when the Western Facility is ready to commence initial operation to lengthen the duration of PRTC’s reimbursement of this one-time cost and thereby lessen the magnitude of the monthly payments.

III.7.C Strike

In the event of a strike/job action/work stoppage/work slow-down, etc. (hereinafter referred to as “strike”), the Contractor will be responsible for providing at least the services described in PRTC’s “H1N1 (Swine Flu) COOP (continuity of operations plan),” included in the Appendix. The H1N1 Plan describes several “reduced service” scenarios requiring varying operator workforce levels to maximize flexibility in the event of staffing limitations (hereinafter referred to as “reduced service”). Those scenarios include: (1) Emergency Service Plan (ESP, which requires the fewest number of operators among the “reduced service” scenarios); (2) Modified

37 Currently, maintenance days/hours are typically from 11 PM Sunday night through Friday Midnight.
Holiday service (MH, which is the next least demanding scenario in terms of required operators; and (3) a scenario in which more than MH service but less than full regular service is provided to the degree that available operators allows. The H1N1 Plan is designed as it is not simply to maximize flexibility, but also to allow service to be restored as quickly as possible to a normal service level, which is PRTC’s aim in the event of a strike situation. The Contractor will coordinate closely with PRTC so the specifics of the reduced service can be confirmed and communicated to the public, elected officials, etc. in a timely manner.

While PRTC will accept the Contractor providing reduced service if absolutely necessary in a “strike” situation, the “reduced service” condition is expected to be for a very short duration. PRTC will be lenient about levying Deductions at the outset of a “reduced service” condition, but this lenience will be progressively diminished thereafter.

Contractor compensation for reduced service will, beginning on the first day of a strike, be based on the actual number of revenue hours of service provided. At PRTC’s sole discretion, fare collection maybe foregone on days when reduced service is necessitated by a strike to mitigate customer dissatisfaction, and the Contractor shall reimburse PRTC for lost fare revenue when that occurs. While PRTC will decide situationally whether fare collection should be foregone and decide thereafter when fare charges should be reinstated, Offerors should anticipate that fares will be foregone at the outset of a strike.

III.7.D Changes in Responsibility

Mutually agreed upon changes in the division of responsibilities between 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 will make the final determination, after carefully considering the factors involved.

III.7.E 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 PRTC or of any other agency funding this Contract, if applicable, conduct an audit of Contractor regarding the services provided to PRTC per terms of the Contract, and if such audit finds that PRTC’s dollar liability for such service is less the payments made by PRTC, then Contractor agrees that the difference will be either: (1) repaid within 10 days by Contractor to PRTC by cash payment, or (2) at PRTC’s option, credited against any future payments hereunder to Contractor. If such audit finds that PRTC’s dollar liability for services provided hereunder is more than payments made by PRTC to the Contractor, then the difference will be paid to the Contractor by the PRTC by cash payment, provided that in no event will PRTC's maximum obligation for the Contract, as set forth in the Contract, be exceeded.

38 Lost revenue will be calculated by taking the average of the prior four (4) non-strike like days (e.g., prior 4 Mondays).
## III.8 POST CONTRACT AWARD DELIVERABLES

The successful Offeror will, at a minimum, provide the materials shown below according to the stated timeline.

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specify which position will be responsible for ensuring updates to BSOPs and other essential materials contained in PRTC’s Emergency Book are distributed to and understood by all affected employees.</td>
<td>Within thirty (30) days of notice to proceed.</td>
</tr>
<tr>
<td>Specify which position will be responsible for communicating service changes (permanent, temporary, and immediate) to operators, supervisors, trainers, and other “need to know” parties other than customers and the general public. This individual is also responsible for communicating when temporary changes are no longer in place and ensuring that substitute operators and those assigned new pieces of work are aware of changes is also essential.</td>
<td>Within thirty (30) days of notice to proceed.</td>
</tr>
<tr>
<td>Specify which position will be responsible for communicating other information to appropriate staff. Other information includes, but is not limited to: new policies/procedures; marketing programs; safety messages; reminders; and detours. This individual will also be responsible for setting up and maintaining the reference area in the operators’ lounge.</td>
<td>Within thirty (30) days of notice to proceed.</td>
</tr>
<tr>
<td>Finalize and implement program for using DriveCam’s (or approved equal’s) fuel usage monitoring/evaluation feature to improve fuel economy.</td>
<td>Within six (6) months of service start.</td>
</tr>
<tr>
<td>Submit draft run-cut for fall 2013 service change.</td>
<td>PRTC will provide materials eleven (11) weeks in advance of service change; the Contractor will provide the first run-cut no more than three (3) weeks later (eight (8) weeks prior to service change)</td>
</tr>
<tr>
<td>Suggest possible Contractor staff changes through increased efficiencies, technology, reorganization, etc. that will result in savings</td>
<td>Ongoing, beginning at least six (6) months after service start.</td>
</tr>
<tr>
<td>Requirement</td>
<td>Due</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>accruing to both the Contractor and PRTC with no degradation of performance and quality.</td>
<td>Within three (3) months after service start.</td>
</tr>
<tr>
<td>Finalize supervisory, assignment dispatcher, and safety/training duties by position.</td>
<td>Within thirty (30) days of notice to proceed.</td>
</tr>
<tr>
<td>Finalize bus operator training, testing, and certification materials.</td>
<td>Within thirty (30) days of notice to proceed.</td>
</tr>
<tr>
<td>Modify Disaster/Major Incident Emergency Response and Recovery Plan for PRTC Facilities, as needed.</td>
<td>At least thirty (30) days before service start.</td>
</tr>
<tr>
<td>Tailor SSSP document to PRTC project.</td>
<td>At least thirty (30) days before service start.</td>
</tr>
<tr>
<td>Provide SSSP certification statement.</td>
<td>Within thirty (30) days after service start.</td>
</tr>
<tr>
<td>Submit detailed Drug and Alcohol Testing program including 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.</td>
<td>At least sixty (60) days before service start.</td>
</tr>
<tr>
<td>Submit copies of all required licenses and certifications for Medical Review Officer (MRO), Blood-Alcohol Technician (BAT), and Substance Abuse Professional (SAP), labs, and devices.</td>
<td>At least sixty (60) days before service start.</td>
</tr>
<tr>
<td>Submit detailed fleet maintenance program.</td>
<td>Within 120 days after service starts.</td>
</tr>
<tr>
<td>Submit detailed contingency bus maintenance program.</td>
<td>Within 120 days after service starts.</td>
</tr>
<tr>
<td>Submit detailed facility and equipment maintenance program</td>
<td>Within 120 days after service starts.</td>
</tr>
<tr>
<td>Review assumptions used to develop costs for two-facility operation, compare to conditions that will actually come to pass, and submit proposed cost changes with appropriate justification.</td>
<td>At least six (6) months prior to the western facility becoming operational.</td>
</tr>
<tr>
<td>Submit a detailed strike contingency plan.</td>
<td>At least ninety (90) days before first potential job action</td>
</tr>
</tbody>
</table>
SECTION IV
PROPOSAL REQUIREMENTS

All information requested and the requirements of this RFP must be supplied in writing in order for PRTC to consider the proposal complete.

IV.1 Effect of Proposal Submission

Submission of a proposal shall constitute agreement to include the provisions contained in this RFP and/or in the Offeror’s proposal in any contract negotiated between the parties unless an exception or clarification specifically refers to the applicable objective or specification included in the Scope of Work.

By submitting a proposal, the Offeror also agrees that it is satisfied from its own investigation of the conditions and requirements to be met, that it fully understands their obligation, and that it will not make any claim for or have the right to cancellation of or relief from the Contract because of any misunderstanding or lack of information.

IV.2 Due Date and Copies Returned

Responses are due no later than the date and time shown on the cover page of this procurement document. Proposals received by PRTC after the date, time and location prescribed shall not be considered for contract award and shall be returned unopened to the Offeror.

IV.3 RFP Submission

One (1) original, seven (7) copies, and a searchable .pdf (e.g., Adobe) electronic version are due no later than 1:00 P.M. on November 28, 2012. Offerors are instructed to package, seal, and label proposals as “RFP #13-02 Contract Provider for Commuter and Local Bus Services.” Proposals should be sent to:

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

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

IV.4 Confidentiality

In addition to the terms and provisions set forth in Section II.10 of the RFP and Sections II.23, II.25 and II.26 of the Contract, PRTC shall not discuss or disclose proposals or their proposed cost with competing firms during the selection process or otherwise disclose them to the public except as may be required by the State Freedom of Information Acts (FOIA) and other relevant law (i.e., Virginia’s Public Procurement Act). Proprietary information, which is submitted, must be identified as such at the time of submission, and shall not be disclosed to the public or
competing Offerors at any point in time, provided the requirements at 2.2-4342F VA Code Ann. are met. Proposals not in compliance with 2.2-4342 F will be subject to disclosure.

No responsibility shall be attached to the PRTC Executive Director or his representative(s) for the premature opening or disclosure of a proposal not properly addressed and identified.

**IV.5 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. The format of each proposal must contain the following elements organized into separate Parts and sub-sections:

- **Part 1:** Cover Letter and Table of Contents
- **Part 2:** Financial Considerations
- **Part 3:** Non-Financial Considerations
- **Part 4:** Certifications and Representations
- **Part 5:** Qualifications and Experience
- **Part 6:** Staffing Plan and Organization
- **Part 7:** Operating Methodology
- **Part 8:** Professional References
- **Part 9:** Proposed Costs
- **Part 10:** Additional Information

**Part1 - Cover Letter and Table of Contents**

The proposal will 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 will 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 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.

A detailed Table of Contents should follow the cover letter.
Parts 2 through 4 - “Responsiveness and Responsibility-related” Determinants

Parts 2 through 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 Part 2 through 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.

Part 2 – 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.

a. - 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.

b.-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.

c. - 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.

d. - 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.

e. - Provide evidence of ability to obtain specified amounts of insurance from a qualified insurance company authorized to do business in Virginia. Proof will 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 made. 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.

f. - 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.

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

h. 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 will be retained by PRTC for approval for ninety (90) days, or
until a Contract is awarded and executed, or until all proposals are rejected, whichever
comes first. Such bid security must accompany proposal upon submission.

Part 3 - 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.

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

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

c. – State whether the Offeror is proposing to use the DriveCam product and, if not,
provide full details regarding the system being proposed for approved equal.

d. - Provide a description of the Offeror’s drug and alcohol testing program for this
Contract.

e. – Provide evidence of familiarity with the FTA Uniform System of Accounts and with
National Transit Database reporting.
f.- Provide the Offeror’s Equal Employment Opportunity program.

Part 4 - Certifications and Representations – The following forms are to be competed:

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

- Attachment B – RFP Submission Form
- Attachment C – Insurance Checklist and Certification Form
- Attachment D - 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, will not be considered.

- Attachment E - Disadvantaged Business Enterprise (DBE) Participation – Submit the following forms regardless of whether DBEs will be used for this Project.
- Attachment F - Certification Of Primary Participants Regarding Debarment, Suspension, And Other Ineligibility And Voluntary Exclusion

Parts 5 through 10- 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\textsuperscript{39}, including suggestions on possible alternative approaches and exceptions to RFP requirements. Any alternative approaches and exceptions must be itemized using the form (Attachment I –Alternative Approaches and Exceptions) included in Part 5 of the submission package. Details concerning same must be clearly presented by an easily recognizable and unique typeface (e.g., \textbf{bold}, larger font, \textit{italics}, different font, strikethrough, or \textit{some combination}). “Alternative approach” means the Offeror is prepared to comply if the proposed change is not acceptable to PRTC while “exception” means the Offeror is not accepting of the RFP provision. Offeror’s should be mindful of the possibility that exceptions PRTC ends up rejecting could adversely affect the evaluation. Each alternative approach and exception will be considered by PRTC as to degree of impact and total effect on the proposal. In the absence of any such proposed alternatives and exceptions, the RFP terms as presented will be applicable.

Each Offeror will 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.

\textbf{Part 5 - Qualifications and Experience}

\textit{15 Points}

\textbf{a.} Explain the general character of work performed by the Offeror.

\textbf{b.} Describe the Offeror’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.

\textbf{c.} Describe the performance compliance strategies/approaches the Offeror will use in this Contract and provide examples of similar efforts used on prior Contract operations.

\textbf{d.} List Complete Part 1 of Attachment A - References for all transit service contracts entered into in the last five years, providing at a minimum:

\begin{itemize}
  \item Name and address of client
  \item Name and contract information for client’s project manager
  \item Names and titles of Contractor management team members
\end{itemize}

\textsuperscript{39} RFP includes all attached documents.
• 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

• Requested increases or adjustments in the contract rate. If so, describe request(s) made, circumstances, and outcome(s).

e. Identify any subcontractor, consultant, or corporate staff personnel, if any, that will be helping to fulfill Contract obligations and the services to be provided. Provide experience and qualifications of any proposed firm.

Part 6- Staffing Plan and Organization

25 Points

a. Provide a narrative description and organizational chart depicting the Offeror's proposed on-site staffing plan including the number of full-time equivalent (FTE) personnel by title. The organizational chart will include the corporate division that will be in charge of this project. The narrative will explain the nature of the general manager’s relationship with corporate management, what and how much authority is delegated to the general manager, and how and with whom PRTC will interact with regarding corporate support.

b. Submit resumes for all key personnel.

c. Provide the following information by department for each position.

i. Position description including distinct roles and responsibilities

ii. Hiring criteria for employees, be they employees of the incumbent contractor or new hires, with distinctions between the two as the Offeror deems appropriate

iii. Required certifications and/or training programs (if any)

iv. Pay plan, including at a minimum:

   A. Whether employees will be paid on an hourly or salaried basis

---

40 Position descriptions will be provided for each unique position, e.g., each technician level, each supervisor position.
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 for both starting wage and existing employees

H. The Offeror’s own employee incentive programs

I. The point system that will be used for the PRTC incentive program

v. 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

d. What percentage of existing operations and maintenance staff is the Offeror assuming it will retain?

e. Provide the Offeror’s current corporate bus operator training curriculum and materials, noting where the program would need modification for the PRTC project, including how operators will be tested and certified, as required.

f. Describe how the Offeror will ensure there are an adequate number of appropriately trained bus operators at all times, especially considering the lengthy training period.

i. What steps will be taken if shortages occur?
g. Describe the Offeror’s philosophical approach to run-cutting including the rationale and methodology for its development.

h. Provide a detailed description of the proposed extraboard program including but not limited to, who will make up the extraboard, how it will be sized initially and adjusted as needed (taking into account fluctuating needs by time of day, day of week, and seasonality), and how extraboard operators will be adequately trained. Offerors should consider non-traditional, but fair and equitable, approaches to extraboard operations.

i. Describe how the Offeror will ensure that maintenance personnel and bus operators are thoroughly trained/certified on all new vehicles and equipment.

j. Describe assumptions used to develop cost proposal breakpoints (Section III.7.A Hourly Rates) regarding capital and operating resource changes (including all staff except bus operators and technicians) based on increased service detailing how, when, and what resources will be added.

k. Provide a narrative description of how the Offeror sees two garages operating when the Western facility comes on line, what changes it would envision making to its operations and maintenance practices compared to practices at the outset of the contract when all operations and maintenance is in one facility, and assumptions used to determine needed resources of all types and costing.

l. Per Section III.7.B.3ii - Service Expansion Prior to Opening of Western Facility -- describe how the Offeror sees operating and maintenance practices changing as service grows.

Part 7 - Operating Methodology

15 Points

a. Describe how the Offeror envisions operating PRTC’s services. While the description should include all elements the Offeror feels are important to convey its proposed approach, processes, relationships, philosophies, etc., specific attention will be paid to the following items:

i. What devices the Offeror will provide bus operators and supervisors (pager, radio, cell phone, etc.) so communication is possible in case of operator shortage, emergency, weather, or other situation.

ii. What supervisor and other support vehicles will be provided including the number of each vehicle type, age, accessibility, etc.

iii. Procedures for how service changes (permanent, temporary, and immediate) are communicated to operators, supervisors, trainers, and other “need to know” parties other than customers and the general public. 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, supplemental means are needed.

iv. How other information will be communicated to appropriate staff. Other information includes, but is not limited to: new policies/procedures; marketing programs; safety messages; reminders; and detours. The response should describe what information will be placed (and in what format) in which locations in the operators lounge and other places in the building.

v. The number of items of each uniform element for each employee class that will be provided to new employees along with the proposed replacement schedule, quantities, etc.

vi. Uniforms to be used and how the Contractor will ensure the appearance of uniformed personnel in accordance with the Contract.


viii. How long bus operators will be paid for report time and how much additional report time new-operators will be paid and for how long.

ix. Strike contingency plan.

b. Describe the Offeror’s understanding of the challenges associated with operating PRTC’s peak-period commuter service and local flex-route service.

c. Describe the supervisory program reporting structure, whether there are “lead” positions, whether supervisors are responsible for directly overseeing a portion of the operator work force in terms of investigating complaints/infractions, recommending appropriate actions (such as retraining, discipline, etc.), evaluating performance, etc. If supervisors are not responsible for such duties, describe what position(s) is (are) responsible.

d. Describe the assignment dispatcher program reporting structure, whether there are “lead” positions, whether assignment dispatcher are responsible for directly overseeing a portion of the operator work force in terms of investigating complaints/infractions, recommending appropriate actions (such as retraining, discipline, etc.), evaluating performance, etc. If assignment dispatchers are not responsible for such duties, describe what position(s) is (are) responsible.

e. Describe the safety/training program reporting structure, whether there are “lead” positions, whether safety/training staff are responsible for directly overseeing a portion of the operator work force in terms of investigating complaints/infractions, recommending appropriate actions (such as retraining, discipline, etc.), evaluating performance, etc. If safety/training staff are not responsible for such duties, describe what position(s) is (are) responsible.
f. Describe how the Offeror envisions the supervisor, assignment dispatcher, and safety/training “divisions” and the bus service quality assurance position working together collaboratively.

g. Describe the Offeror’s ongoing safety and security program for this project.

h. Provide the corporate progressive discipline program and describe what changes are proposed to tailor it to PRTC.

i. Describe how the Offeror will use DriveCam's (or approved equal’s) fuel usage monitoring/evaluation feature to improve fuel economy (to the extent that fuel savings can be quantified, PRTC will entertain shared-savings proposals).

j. Describe the service performance standards 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.

k. Supply a detailed transition plan designed to minimize the incidence of problems in the course of assuming the responsibilities of the existing contractor. 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. Remove prior question re: screening existing employees; move assumed retention question here

l. Describe the fleet-specific maintenance plan for this Contract including the contingency fleet maintenance program. The description should include all elements the Offeror feels are important to convey its proposed approach, processes, relationships, philosophies,

m. Provide the Offeror’s corporate maintenance auditing program highlighting how it will be tailored to the PRTC Contract.

n. What bus and equipment maintenance program and the maintenance record-keeping system will you use for this Contract?
o. Provide the corporate facility and equipment maintenance program tailored to PRTC.

p. Describe the distinctive attributes of the proposal that will set the Offeror apart from the competition.

**Part 8 - 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.*

a. **Detailed Firm References** – Select the five service contracts entered into in the last five years that are closest in size and scope to this procurement. Complete Attachment A – References Parts 1 and 2 for each detailed firm reference.

Provide references for transit service contracts described in Part 5.d Qualifications and Experience. For each contract, include a name, telephone number, and e-mail address of a person able to attest to the work performed.

b. **Key Personnel References** – Submit reference information for all key personnel, proposed for this project. References should correspond to resumes submitted in Part 6 - Staffing Plan and Organization. For each contact, include a name, telephone number, and e-mail address of a person able to attest to the work performed.

**Part 9- Proposed Costs**

*35 Points*


b. Complete Attachment H COST PROPOSAL FORMS FOR SERVICE BEGINNING WHEN WESTERN FACILITY IS OPERATIONAL and include in your response titled “9.b Proposed Cost For Service Beginning when Western Facility is Operational.”

**Part 10 - 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.
SECTION V
SELECTION OF CONTRACTOR

V.1 Approving Authority

The Approving Authority for this RFP is the PRTC Board and the authority to approve is contingent upon appropriation of funds for the total amount of the Contract within each fiscal year.

V.2 Technical Evaluation Committee

For this RFP, a Technical Evaluation Committee will review and evaluate proposals. In turn, they will make a recommendation for selection of a firm to the Approving Authority.

V.3 Evaluation Process

Contractual services are being 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 will 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 is not based on cost alone. As described below, 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 meets minimum requirements to evidence the Offeror’s responsibility. Only those proposals judged responsive and responsible will 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 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 4 step), the technical evaluation score produced in Stage 2 may be altered in Stage 4 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: Comprehensive 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 will constitute the basis for the comprehensive 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 will account for all the hour ranges appearing in Attachment G since there may be variations in the comparative costs within the different ranges. The end result of Stage 3 will be a rank ordering by the evaluation committee of the proposals surviving Stage 2. This rank ordering will be the basis for determining which Offerors will be invited to attend interviews conducted in Stage 4.

Stage 4: Interviews - The evaluation team will conduct interviews with top-ranked Offerors 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 Director of Planning and Operations, 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 with 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 will make a recommendation to the Commission’s governing board for the award of this contract. The Commission’s governing board will make the final determination.

V.4 Prime Contractor

The selected Offeror shall be required to assume full responsibility for the complete effort as required by this RFP whether work is performed by the Offeror or subcontractors. The selected Offeror is to be the sole point of contact with regard to all contractual responsibilities.

PRTC also reserves the right to contract with more than one firm for specific aspects of the RFP if that is in PRTC’s best interest.

V.5 Contract Development

The Offeror to whom the Contract is awarded will be required to enter into a written Contract with PRTC in a form approved by PRTC’s 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.

If a satisfactorily proposed contract cannot be negotiated with the highest technically ranked Offeror, negotiations shall be formally terminated. Negotiations shall then be undertaken with the Offeror ranked second highest, and so on. The Selection Committee will make appropriate recommendations to the Approving Authority prior to actual award of the Contract.

All negotiated prices shall remain valid for a minimum period of 180 calendar days from date of offer or until such time a contract is signed, unless extended in writing.

V.6 Contingency of the Contract

Award of the contract to the selected firm is contingent upon:

- The budget and appropriation of funds (if necessary); and
- The successful negotiation of contractual terms agreeable to both parties

Failure to achieve the foregoing will result in no award at this time.

V.7 Standard Contract for Services

PRTC will enter into its “Standard Contract for Services” in a form substantially as attached hereto.

V.8 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.

V.9 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 Freedom of Information Act of the Commonwealth of Virginia, Sec. 2.2-3700, et. seq., VA Code Ann. 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 will be deemed to have waived its right to an exemption from disclosure as provided by said action.
ATTACHMENT A
REFERENCES

Part 1

Describe previous work experience for all transit service contracts entered into in the last five years at least five engagements that are similar in service type, size, scope, and/or complexity in the past five years. Information shall include, but is not limited to, the following.

Client Company’s Name ________________________________________________________

Contact Name  Project Manager ____________________ Telephone Number ______________

Email ____________________ Fax Number ______________

Address _____________________________________________________________________

____________________________________________________________________________

Type of business, if not public transportation _______________________________________

Detailed scope of services Type(s) of service operated:

____________________________________________________________________________

Number of vehicles operated for each service type:

____________________________________________________________________________

____________________________________________________________________________

Beginning and ending dates (if either date did not coincide with original contract term, explain)

____________________________________________________________________________

Annual Contract value $________________________

Names and titles of Contractor management team members, highlighting any team members proposed for the PRTC solicitation:

____________________________________________________________________________

____________________________________________________________________________

Other information:

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________
ATTACHMENT A
REFERENCES (cont.)

Part 2

Complete the following additional information for the five service contracts entered into in the last five years that are closest in size and scope to this procurement.

Provide a detailed description of the work performed (scope of service, types of vehicles operated for each service, number of operators employed/managed by the Contractor, asset ownership, maintenance responsibility, etc.).

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

Discuss major accomplishments and challenges.

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

Describe all requested increases or adjustments in the contract rate, terms, and conditions; the circumstances/conditions; and outcome(s).

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________
ATTACHMENT B
RFP SUBMISSION FORM

Proposals Due: November 28, 2012
Name of RFP: Contract Provider for Commuter and Local Bus Service
RFP Number: 13-02

SECTION I - COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company ________________________________
Contact Person ___________________________
Address ________________________________
Title _________________________________

____________________________________________________________________________________
Telephone No. ____________________________

____________________________________________________________________________________
Remittance Address ________________________
FAX No. _________________________________

____________________________________________________________________________________
Email _________________________________

Indicate Which Apply:
___Corporation.   ___Partnership  ___Sole Proprietorship  ___Small Business

___Disadvantaged Business Enterprise (DBE) Certified by: ____________________________

Organized under the laws of the State of _______________ Age of Firm: ______ years

Principal place of business at ______________________________________________

Annual gross

Less than ______$500,000 ______$1,000,000 ______$4,000,000 ______ more than
Receipts: $500,000 to $1,000,000 to $4,000,000 to $7,000,000 $7,000,000

Following are the names and addresses of all persons having an ownership interest of 3% or more in the company: (Attach more sheets if necessary)

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

SECTION II - CONFLICTS OF INTEREST

This solicitation is subject to the provisions of §§ 2.2-3100, et seq., Va. Code Ann., the “State and Local Government Conflicts of Interest Act.”

The Offeror is [ ] is not [ ] aware of any information bearing on the existence of any potential organizational conflict of interest.
ATTACHMENT B (continued)
RFP SUBMISSION FORM

SECTION III - COLLUSION

I certify that this offer is made without prior understanding, agreement, or in connection with any corporation, firm, or person submitting an offer for the same services, materials, 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 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 Invitation for Bid and certify that I am authorized to sign for the Bidder.

Signature ___________________________ Date ____________________
Name (Printed) ________________________ Title ____________________

BIDDER MUST RETURN THIS COMPLETED FORM WITH BID SUBMISSION
<table>
<thead>
<tr>
<th>X</th>
<th>Coverage Required</th>
<th>Limits/Exclusions</th>
</tr>
</thead>
<tbody>
<tr>
<td>___ X</td>
<td>Workers' Compensation and Employers' Liability; Admitted in Virginia</td>
<td>Statutory Limits of the Commonwealth of VA; YES</td>
</tr>
<tr>
<td>___ X</td>
<td>Employers' Liability</td>
<td>$500,000</td>
</tr>
<tr>
<td>___ X</td>
<td>Other States Endorsement USL&amp;H Endorsement Voluntary Compensation</td>
<td>Statutory Statutory</td>
</tr>
<tr>
<td>___ X</td>
<td>General Liability Commercial General Liability Products Completed Operations Contractual Liability Personal Injury Independent contractors XCU Prop. Damage Excl. Deleted</td>
<td>$10,000,000 Combined Single Limit Bodily Injury and Property Damage - Each Occurrence $10,000,000 Aggregate</td>
</tr>
<tr>
<td>___ X</td>
<td>Automobile Liability Owned, Hired &amp; Non-Owned Motor Carrier Act Endorsement</td>
<td>$10,000,000 Combined Single Limit Bodily Injury and Property Damage - Each Occurrence</td>
</tr>
<tr>
<td>___ X</td>
<td>Garage Liability Can be replaced by Auto Liability</td>
<td>$10,000,000</td>
</tr>
<tr>
<td>___ X</td>
<td>Garagekeepers' Legal Liability</td>
<td>Per Schedule of Vehicles/Buses in your Care &amp; Custody AVC Basis</td>
</tr>
<tr>
<td>___ X</td>
<td>Fire Legal Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>___ X</td>
<td>Employment Related Practices</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>___ X</td>
<td>PRTC named as additional insured on Automobile, General Liability, and Professional Liability Policies (this coverage is primary to all other coverages PRTC may possess)</td>
<td></td>
</tr>
<tr>
<td>___ X</td>
<td>30 days cancellation notice required</td>
<td></td>
</tr>
<tr>
<td>___ X</td>
<td>Best’s Guide Rating - A:VI or better or Equivalent</td>
<td></td>
</tr>
<tr>
<td>___ X</td>
<td>The Certification must state Bid/RFP No. and Bid/RFP Title</td>
<td></td>
</tr>
<tr>
<td>____ X</td>
<td>Umbrella Liability Covers as Excess over Employment Practices?</td>
<td>$10,000,000, $10,000,000 Aggregate YES NO (Circle One)</td>
</tr>
</tbody>
</table>
ATTACHMENT D
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 shall 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. No federal assistance funds
shall be used for activities designed to influence Congress or State Legislature on legislation or
appropriations, except through proper, official channels.

(2) If any funds other than federal appropriated funds have been paid or shall 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 sub awards at all tiers (including subcontracts, subgrants, and contract under grants,
loans, and cooperative agreements) and that all sub recipients 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 ________________, ________

By: ____________________________ Title: __________________________________
ATTACHMENT E
DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

The Commission commits itself to an active effort to involve Disadvantaged Business Enterprises (DBE) in contracting opportunities, to increase competition, and to broaden the base of support for public transit. The PRTC has established a goal of 5.6% for the utilization of DBEs. To ensure that DBEs have a level playing field to compete for contract and subcontract work, we ask that you describe below, how your organization will assist the Commission with its commitment toward achieving our 5.6% goal.

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

Complete the following form if you plan to utilize Disadvantaged Business Enterprise subcontractors during the contract period (One form must be completed for each DBE).

Submit proof of DBE contractor certification, if applicable.
ATTACHMENT E (continued)
DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

SCHEDULE OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION
(One form must be completed for each DBE)

Name of Offeror

Project Name

Name of Certified DBE Contractor

Contact Name, Title

Address

Phone Number          Fax Number

Age of Firm: ___________ years

Annual Gross Receipts: ______Less than ______$500,000 - ______$1,000,000 - ______More than $500,000 $1,000,000 $1,000,000

Certified as a DBE by

Type of Product/Services Provided/SOW Tasks and Contract Items to be Provided by DBE

Projected Dates for Work Commencement/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.

Offeror       Date
ATTACHMENT F

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

_________________________________________________________
(The Contractor)

or

__________________________________________________________
(Subcontractor)

certifies, by submission of this bid/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 Prime Contractor or Subcontractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this bid/offer).

(Prime Contractor) ___________________________________________

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

___________________________
Name (Printed)

___________________________
Title of Authorized Official

___________________________
Date

(This form must be completed by the Contractor and Subcontractors)
**ATTACHMENT G**

**COST PROPOSAL FORMS**

**FOR SERVICE BEGINNING JULY 1, 2013**

**G.1. HOURLY RATES**

Complete the following form per instructions in Section III.7.A Hourly Rates.

<table>
<thead>
<tr>
<th>Weekday Revenue Hour Ranges</th>
<th>Fixed Rate</th>
<th>Marginal Rate</th>
<th>Avoidable Cost Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>______ to 1,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>______ to ______</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>______ to ______</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>______ to ______</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>______ to ______</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>______ to ______</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>______ to ______</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>______ to ______</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>______ to ______</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>500 to ______</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
G.2. COST SCHEDULE BREAKDOWN FOR CURRENT LEVEL OF SERVICE  
FOR SERVICE BEGINNING JULY 1, 2013

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 both fixed and variable costs that should be shown as such.

NOTE: “TOTAL YEAR ONE FIXED COSTS” and “TOTAL YEAR ONE VARIABLE COSTS” entered below must mirror the costs used to derive the hourly rate range appearing in ATTACHMENT G.1 Hourly Rates for “Anticipated Weekday Revenue Hours 7/1/13,” as depicted in Section III.1.C.9 Service Levels. Assume 255 weekdays and 52 Saturdays.

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

<table>
<thead>
<tr>
<th>Non-Salaried Personnel</th>
<th>FIXED</th>
<th>VARIABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Operators</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>b. Supervisors</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>c. Trainers</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>d. Technicians in Charge</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>e. Technicians</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>f. Facility Manager</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>g. Parts Manager</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>h. Administrative/clerical</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>i. Other Non-salaried Personnel*</td>
<td>______</td>
<td>______</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Salaried Personnel</th>
<th>FIXED</th>
<th>VARIABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. General Manager</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>b. AGM - Operations</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>c. AGM - Maintenance</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>d. AGM – Training/safety</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>e. AGM – Finance/administration</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>f. Maintenance Quality Assurance Manager</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>g. Other Salaried Personnel*</td>
<td>______</td>
<td>______</td>
</tr>
</tbody>
</table>

FRINGE BENEFITS

<table>
<thead>
<tr>
<th></th>
<th>FIXED</th>
<th>VARIABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Non-Salaried Personnel</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>b. Salaried Personnel</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>OUTSIDE SERVICES</td>
<td>FIXED</td>
<td>VARIABLE</td>
</tr>
<tr>
<td>-----------------------------------------------------------</td>
<td>-----------</td>
<td>----------</td>
</tr>
<tr>
<td>a. Sub-contracted Vehicle Repair Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Towing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Radio/MDT Repair</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Professional Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. Armored Car Service</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f. Other Services*</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MATERIALS &amp; SUPPLIES</th>
<th>FIXED</th>
<th>VARIABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Oil &amp; Other Lubricants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Tires</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Vehicle Repair Parts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Uniforms</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. Other Materials &amp; Supplies*</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LIABILITY &amp; PROPERTY DAMAGE</th>
<th>FIXED</th>
<th>VARIABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Premiums for General Liability Ins.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Premiums for Vehicle Liability and Physical Damage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Self-insurance claims</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Other Premiums*</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TAXES AND LICENSING</th>
<th>FIXED</th>
<th>VARIABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Bus Licensing and Registration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Sales Tax</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Occupation/Operating licenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Permits and Fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. Other*</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MISCELLANEOUS EXPENSES</th>
<th>FIXED</th>
<th>VARIABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Membership Dues and Subscriptions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Travel &amp; Meetings</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Communications Charges</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Other Miscellaneous*</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PURCHASED EQUIPMENT, LEASES AND RENTALS</th>
<th>FIXED</th>
<th>VARIABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Vehicle Cost (Non-revenue)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## FIXED COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>FIXED</th>
<th>VARIABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>b. Financing Cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Other Equipment*</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## FACILITY REPAIR AND MAINTENANCE

<table>
<thead>
<tr>
<th>Description</th>
<th>FIXED</th>
<th>VARIABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Facility Maintenance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Equipment Service and Repair</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## ALLOCATIONS AND PROFIT

<table>
<thead>
<tr>
<th>Description</th>
<th>FIXED</th>
<th>VARIABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Overhead and Allocations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Profit</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## TOTAL YEAR ONE FIXED COSTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>FIXED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## TOTAL YEAR ONE VARIABLE COSTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>VARIABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>----------</td>
</tr>
</tbody>
</table>

*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.

<table>
<thead>
<tr>
<th>Description</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a. FICA</td>
<td>Employer's contribution of Social Security Tax for employees as required by law.</td>
</tr>
</tbody>
</table>
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
   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.
Liability and Property Damage

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 (commercially obtained or self-insured apportionment) 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. Communication charges
Costs associated with services charges for two-way radios, cell phones, pagers, etc.
e. Other Miscellaneous Expense
   Proposed cost for postage, employee relations, recruitment, tuition reimbursement, drug test costs, payroll services, and any other expenses not accounted for 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.
G.3. COST SCHEDULE BREAKDOWN FOR START-UP COSTS
FOR SERVICE BEGINNING JULY 1, 2013

Complete this form to depict estimated expenses associated with the start-up of the western facility services on July 1, 2013.

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

ITEMIZED START-UP COSTS

LABOR-SALARIES AND WAGES

<table>
<thead>
<tr>
<th>Non-Salaried Personnel</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Operators</td>
<td></td>
</tr>
<tr>
<td>b. Supervisors</td>
<td></td>
</tr>
<tr>
<td>c. Trainers</td>
<td></td>
</tr>
<tr>
<td>d. Technicians in Charge</td>
<td></td>
</tr>
<tr>
<td>e. Technicians</td>
<td></td>
</tr>
<tr>
<td>f. Facility Manager</td>
<td></td>
</tr>
<tr>
<td>g. Parts Manager</td>
<td></td>
</tr>
<tr>
<td>h. Administrative/clerical</td>
<td></td>
</tr>
<tr>
<td>i. Other Non-salaried Personnel*</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Salaried Personnel</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. General Manager</td>
<td></td>
</tr>
<tr>
<td>b. AGM - Operations</td>
<td></td>
</tr>
<tr>
<td>c. AGM - Maintenance</td>
<td></td>
</tr>
<tr>
<td>d. AGM – Training/safety</td>
<td></td>
</tr>
<tr>
<td>e. AGM – Finance/administration</td>
<td></td>
</tr>
<tr>
<td>f. Maintenance Quality Assurance Manager</td>
<td></td>
</tr>
<tr>
<td>g. Other Salaried Personnel*</td>
<td></td>
</tr>
</tbody>
</table>

FRINGE BENEFITS

<table>
<thead>
<tr>
<th>Non-Salaried Personnel</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

OTHER SERVICES

<table>
<thead>
<tr>
<th>Recruitment</th>
<th>Outside Vendor</th>
<th>Internal Company Personnel on Loan</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Training</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Outside Vendor</td>
<td>Internal Company Personnel on Loan</td>
<td>Total</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>----------------</td>
<td>-----------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>c. Policies, Procedures,</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Manuals Preparation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. Plan Preparation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>f. Accounting System Setup</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>g. Professional Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>h. Other Services*</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**MATERIALS & SUPPLIES**

<table>
<thead>
<tr>
<th></th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Oil &amp; Other Lubricants</td>
<td></td>
</tr>
<tr>
<td>b. Tires</td>
<td></td>
</tr>
<tr>
<td>c. Vehicle Repair Parts</td>
<td></td>
</tr>
<tr>
<td>d. Uniforms</td>
<td></td>
</tr>
<tr>
<td>e. Office Supplies</td>
<td></td>
</tr>
<tr>
<td>f. Other Materials &amp; Supplies*</td>
<td></td>
</tr>
</tbody>
</table>

**LIABILITY & PROPERTY DAMAGE**

<table>
<thead>
<tr>
<th></th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Premiums for General Liability Ins.</td>
<td></td>
</tr>
<tr>
<td>b. Premiums for Vehicle Liability and Physical Damage Insurance</td>
<td></td>
</tr>
<tr>
<td>c. Self-insurance claims</td>
<td></td>
</tr>
<tr>
<td>d. Other Premiums*</td>
<td></td>
</tr>
</tbody>
</table>

**TAXES AND LICENSING**

<table>
<thead>
<tr>
<th></th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Permits and Fees</td>
<td></td>
</tr>
<tr>
<td>b. Other Taxes and Licensing*</td>
<td></td>
</tr>
</tbody>
</table>

**MISCELLANEOUS EXPENSE**

<table>
<thead>
<tr>
<th></th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Acquire, and Install</td>
<td></td>
</tr>
<tr>
<td>Maintenance Management System</td>
<td></td>
</tr>
<tr>
<td>b. Travel, Lodging, Meals &amp; Incidentals</td>
<td></td>
</tr>
<tr>
<td>c. Communications Charges</td>
<td></td>
</tr>
<tr>
<td>d. Reproduction</td>
<td></td>
</tr>
<tr>
<td>e. Other Miscellaneous*</td>
<td></td>
</tr>
</tbody>
</table>

**PURCHASED EQUIPMENT, LEASES AND RENTALS**

<table>
<thead>
<tr>
<th></th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Vehicle Cost (Non-revenue)</td>
<td></td>
</tr>
<tr>
<td>i. Shuttle Vehicles</td>
<td></td>
</tr>
<tr>
<td>ii. Manager(s) Vehicles</td>
<td></td>
</tr>
</tbody>
</table>
### COST

| iii. Supervisor Vehicles | _________ |
| iv. Service Vehicle | _________ |
| v. Lot Scrubber | _________ |
| b. Office Furniture/equipment | _________ |
| c. Computer Equipment | _________ |
| d. Training Equipment | _________ |
| e. Communications Equipment | _________ |
| f. Maintenance tools/equipment | _________ |
| g. Financing Cost | _________ |
| h. Other Equipment* | _________ |

### FACILITY REPAIR AND MAINTENANCE**

| a. Facility Maintenance | _________ |
| b. Equipment Service and Repair | _________ |
| c. Other Facility Repair and Maintenance* | _________ |

### 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 improvements the Contractor desires to make, such as replacing carpeting, constructing walls, etc. Repair of systems and equipment will 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 will be borne outside of this agreement.
ATTACHMENT H
COST PROPOSAL FORMS
FOR SERVICE BEGINNING WHEN WESTERN FACILITY IS OPERATIONAL

H.1. HOURLY RATES

Complete the following form per instructions in Section III.7.A Hourly Rates.

<table>
<thead>
<tr>
<th>Weekday Revenue Hour Ranges</th>
<th>Fixed Rate</th>
<th>Marginal Rate</th>
<th>Avoidable Cost Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>_______ to 1,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>_______ to _______</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>_______ to _______</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>_______ to _______</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>_______ to _______</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>_______ to _______</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>500 to _______</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### H.2. COST SCHEDULE BREAKDOWN FOR CURRENT LEVEL OF SERVICE
**FOR SERVICE BEGINNING WHEN WESTERN FACILITY IS OPERATIONAL**

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 both fixed and variable costs that should be shown as such.

**NOTE:** “TOTAL YEAR ONE FIXED COSTS” and “TOTAL YEAR ONE VARIABLE COSTS” entered below must mirror the costs used to derive the hourly rate range appearing in ATTACHMENT H.1 Hourly Rates for “Anticipated Weekday Revenue Hours 7/1/13,” as depicted in Section III.1.C.9 Service Levels. Assume 255 weekdays and 52 Saturdays.

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**

<table>
<thead>
<tr>
<th>Non-Salaried Personnel</th>
<th>FIXED</th>
<th>VARIABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Operators</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Supervisors</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Trainers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Technicians in Charge</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. Technicians</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f. Facility Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>g. Parts Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>h. Administrative/clerical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>i. Other Non-salaried Personnel*</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Salaried Personnel</th>
<th>FIXED</th>
<th>VARIABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. General Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. AGM - Operations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. AGM - Maintenance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. AGM – Training/safety</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. AGM – Finance/administration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f. Maintenance Quality Assurance Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>g. Other Salaried Personnel*</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**FRINGE BENEFITS**

<table>
<thead>
<tr>
<th></th>
<th>FIXED</th>
<th>VARIABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Non-Salaried Personnel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Salaried Personnel</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### OUTSIDE SERVICES

<table>
<thead>
<tr>
<th>Description</th>
<th>FIXED</th>
<th>VARIABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Sub-contracted Vehicle Repair</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Towing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Radio/MDT Repair</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Professional Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. Armored Car Service</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f. Other Services*</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### MATERIALS & SUPPLIES

<table>
<thead>
<tr>
<th>Description</th>
<th>FIXED</th>
<th>VARIABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Oil &amp; Other Lubricants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Tires</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Vehicle Repair Parts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Uniforms</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. Other Materials &amp; Supplies*</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### LIABILITY & PROPERTY DAMAGE

<table>
<thead>
<tr>
<th>Description</th>
<th>FIXED</th>
<th>VARIABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Premiums for General Liability Ins.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Premiums for Vehicle Liability</td>
<td></td>
<td></td>
</tr>
<tr>
<td>and Physical Damage Insurance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. Self-insurance claims</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f. Other Premiums*</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### TAXES AND LICENSING

<table>
<thead>
<tr>
<th>Description</th>
<th>FIXED</th>
<th>VARIABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>d. Bus Licensing and Registration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Sales Tax</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Occupation/Operating licenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f. Permits and Fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>g. Other *</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### MISCELLANEOUS EXPENSES

<table>
<thead>
<tr>
<th>Description</th>
<th>FIXED</th>
<th>VARIABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Membership Dues and Subscriptions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Travel &amp; Meetings</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Communications Charges</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Other Miscellaneous*</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### PURCHASED EQUIPMENT, LEASES AND RENTALS

<table>
<thead>
<tr>
<th>Description</th>
<th>FIXED</th>
<th>VARIABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Vehicle Cost (Non-revenue)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Financing Cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Other Equipment*</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
FACILITY REPAIR AND MAINTENANCE

<table>
<thead>
<tr>
<th></th>
<th>FIXED</th>
<th>VARIABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Facility Maintenance</td>
<td>_________</td>
<td>___________</td>
</tr>
<tr>
<td>b. Equipment Service and Repair</td>
<td>_________</td>
<td>___________</td>
</tr>
</tbody>
</table>

ALLOCATIONS AND PROFIT

<table>
<thead>
<tr>
<th></th>
<th>FIXED</th>
<th>VARIABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Overhead and Allocations</td>
<td>_________</td>
<td>___________</td>
</tr>
<tr>
<td>b. Profit</td>
<td>_________</td>
<td>___________</td>
</tr>
</tbody>
</table>

TOTAL YEAR ONE FIXED COSTS: _________

TOTAL YEAR ONE 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
   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.

Liability and Property Damage
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 (commercially obtained or self-insured apportionment) 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. Communication charges
Costs associated with services charges for two-way radios, cell phones, pagers, etc..

e. Other Miscellaneous Expense
Proposed cost for postage, employee relations, recruitment, tuition reimbursement, drug test costs, payroll services, and any other expenses not accounted for 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.
H.3. COST SCHEDULE BREAKDOWN FOR START-UP COSTS
FOR SERVICE BEGINNING WHEN WESTERN FACILITY IS OPERATIONAL

Complete this form to depict estimated expenses associated with the start-up of the Contract to the Western Facility.

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

ITEMIZED START-UP COSTS

LABOR-SALARIES AND WAGES

Non-Salaried Personnel

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operators</td>
<td>_______</td>
</tr>
<tr>
<td>Supervisors</td>
<td>_______</td>
</tr>
<tr>
<td>Trainers</td>
<td>_______</td>
</tr>
<tr>
<td>Technicians in Charge</td>
<td>_______</td>
</tr>
<tr>
<td>Technicians</td>
<td>_______</td>
</tr>
<tr>
<td>Facility Manager</td>
<td>_______</td>
</tr>
<tr>
<td>Parts Manager</td>
<td>_______</td>
</tr>
<tr>
<td>Administrative/clerical</td>
<td>_______</td>
</tr>
<tr>
<td>Other Non-salaried Personnel*</td>
<td>_______</td>
</tr>
</tbody>
</table>

Salaried Personnel

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Manager</td>
<td>_______</td>
</tr>
<tr>
<td>AGM - Operations</td>
<td>_______</td>
</tr>
<tr>
<td>AGM - Maintenance</td>
<td>_______</td>
</tr>
<tr>
<td>AGM – Training/safety</td>
<td>_______</td>
</tr>
<tr>
<td>AGM – Finance/administration</td>
<td>_______</td>
</tr>
<tr>
<td>Maintenance Quality Assurance Manager</td>
<td>_______</td>
</tr>
<tr>
<td>Other Salaried Personnel*</td>
<td>_______</td>
</tr>
</tbody>
</table>

FRINGE BENEFITS

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Salaried Personnel</td>
<td>_______</td>
</tr>
<tr>
<td>Salaried Personnel</td>
<td>_______</td>
</tr>
</tbody>
</table>

OTHER SERVICES

<table>
<thead>
<tr>
<th>Item</th>
<th>Outside Vendor</th>
<th>Internal Company Personnel on Loan</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recruitment</td>
<td>_______</td>
<td>_______</td>
<td>_______</td>
</tr>
<tr>
<td>Training</td>
<td>_______</td>
<td>_______</td>
<td>_______</td>
</tr>
<tr>
<td>Policies, Procedures,</td>
<td>_______</td>
<td>_______</td>
<td>_______</td>
</tr>
<tr>
<td>Manuals Preparation</td>
<td>_______</td>
<td>_______</td>
<td>_______</td>
</tr>
</tbody>
</table>
### Plan Preparation

<table>
<thead>
<tr>
<th></th>
<th>Internal Company</th>
<th>Outside Vendor</th>
<th>Personnel on Loan</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>d.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Accounting System Setup

|    |                  |                |                   |       |
| e. | Accounting System Setup |                |                   |       |

### Professional Services

|    |                  |                |                   |       |
| f. | Professional Services |                |                   |       |

### Other Services *

|    |                  |                |                   |       |
| g. | Other Services * |                |                   |       |

### MATERIALS & SUPPLIES

<table>
<thead>
<tr>
<th></th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Oil &amp; Other Lubricants</td>
<td></td>
</tr>
<tr>
<td>b. Tires</td>
<td></td>
</tr>
<tr>
<td>c. Vehicle Repair Parts</td>
<td></td>
</tr>
<tr>
<td>d. Uniforms</td>
<td></td>
</tr>
<tr>
<td>e. Office Supplies</td>
<td></td>
</tr>
<tr>
<td>f. Other Materials &amp; Supplies*</td>
<td></td>
</tr>
</tbody>
</table>

### LIABILITY & PROPERTY DAMAGE

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Premiums for General Liability Ins.</td>
<td></td>
</tr>
<tr>
<td>b. Premiums for Vehicle Liability and Physical Damage Insurance</td>
<td></td>
</tr>
<tr>
<td>c. Self-insurance claims</td>
<td></td>
</tr>
<tr>
<td>d. Other Premiums*</td>
<td></td>
</tr>
</tbody>
</table>

### TAXES AND LICENSING

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Permits and Fees</td>
<td></td>
</tr>
<tr>
<td>b. Other Taxes and Licensing*</td>
<td></td>
</tr>
</tbody>
</table>

### MISCELLANEOUS EXPENSE

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Acquire, and Install Maintenance Management System</td>
<td></td>
</tr>
<tr>
<td>b. Travel, Lodging, Meals &amp; Incidentals</td>
<td></td>
</tr>
<tr>
<td>c. Communications Charges</td>
<td></td>
</tr>
<tr>
<td>d. Reproduction</td>
<td></td>
</tr>
<tr>
<td>e. Other Miscellaneous*</td>
<td></td>
</tr>
</tbody>
</table>

### PURCHASED EQUIPMENT, LEASES AND RENTALS

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Vehicle Cost (Non-revenue)</td>
<td></td>
</tr>
<tr>
<td>i. Shuttle Vehicles</td>
<td></td>
</tr>
<tr>
<td>ii. Manager(s) Vehicles</td>
<td></td>
</tr>
<tr>
<td>iii. Supervisor Vehicles</td>
<td></td>
</tr>
<tr>
<td>iv. Service Vehicle</td>
<td></td>
</tr>
<tr>
<td>v. Lot Scrubber</td>
<td></td>
</tr>
<tr>
<td>b. Office Furniture/equipment</td>
<td></td>
</tr>
</tbody>
</table>
c. Computer Equipment

d. Training Equipment

e. Communications Equipment

f. Maintenance tools/equipment

g. Financing Cost

h. Other Equipment*

COST

FACILITY REPAIR AND MAINTENANCE**

a. Facility Maintenance

b. Equipment Service and Repair

c. Other Facility Repair and Maintenance*

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 improvements the Contractor desires to make, such as replacing carpeting, constructing walls, etc. Repair of systems and equipment will 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 will be borne outside of this agreement.
# ATTACHMENT I - ALTERNATIVE APPROACHES AND EXCEPTIONS

<table>
<thead>
<tr>
<th>Issue #</th>
<th>Document Name</th>
<th>Section</th>
<th>Page #</th>
<th>Original Text</th>
<th>Alternative Text (if applicable)</th>
<th>Exception Requested (check, if applicable)</th>
<th>Exception Required (check, if applicable)</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CONTRACT:  #13-02

SUBJECT:

Between:

Potomac and Rappahannock Transportation Commission
14700 Potomac Mills Road
Woodbridge, VA22192

And the Contractor:

________________________________
________________________________
________________________________
________________________________

This Contract is entered into this ____ day of ___________________, ______, by and between the Potomac and Rappahannock Transportation Commission, or its authorized agents, and the Contractor identified above for services identified herein, on the following terms and conditions. This Contract is prepared in accordance with the Virginia Public Procurement Act, § 2.2-4300, Va. Code Ann., which is incorporated herein by reference.
SECTION I
SPECIAL PROVISIONS

I.1 Definitions

“Potomac and Rappahannock Transportation Commission” or “PRTC” shall mean the Potomac and Rappahannock Transportation Commission authorized by the Virginia Public Procurement Act or other law to enter into Contracts.

The “Contract Administrator” assigned to administer this Contract for PRTC is Eric Marx, Director of Planning and Operations.

“Contractor” shall mean:

________________________________
________________________________
________________________________

whose authorized representative is __________________, ______________________, who is responsible for the performance obligation of the Contractor under this Contract.

I.2 Contract Term

The term for this Contract shall begin with the execution of this Contract and shall continue as stated in Section 1.4 of the RFP.

I.3 Incorporation of Documents

The following documents are hereby incorporated by reference into this Contract:


2. Contractor’s Solicitation Response dated ______________________

I.4 Precedence of Terms

In the event of an inconsistency between the Request for Proposals, the Contract Terms and Conditions, other included documents, and the state procurement law, the inconsistency shall be resolved by the following order of precedence:

a. Federal Transit Administration Master Agreement (dated October 1, 2011, and amendments thereto) and FTA Circular 4220.1F, dated November 1, 2008, as amended

b. Virginia’s Public Procurement Act, as amended

c. This executed Contract #13-02

d. Request for Proposal (RFP) #13-02, including addenda

e. Contractor’s Response, including any clarifications or amendments
I.5 Provision of Services

The Contractor hereby agrees to provide professional services for Commuter and Local Bus Services for PRTC, as described herein and further specified in RFP #13-02, Contract Provider for Commuter and Local Bus Services.

I.6 Contract Amount

In return for the services identified above and subject to the “Non-Appropriation of Funds” clause herein, PRTC certifies that sufficient funds are budgeted and appropriated and shall compensate the Contractor for Commuter and Local Bus Services as described the RFP.

I.7 Method of Payment

Payment shall be made as described in the RFP, Acceptance, Invoicing, Billing Format, and Payment.

I.8 Time of the Essence and Completion

Time shall be of the essence to this Contract, except where it is herein specifically provided to the contrary.

I.9 Key Personnel

Certain, skilled, experienced, professional and/or technical personnel are essential for successful accomplishment of the work to be performed under the Contract. These are defined as “key personnel” and are those persons whose resumes were submitted as part of the technical bid/proposal for evaluation. During the period of performance, the Contractor shall make no substitutions of key personnel except in accordance with this clause and unless approved in writing by the Contract Administrator.

The Contractor shall assign to this Contract the following key personnel:

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete résumés for the proposed substitutes, and any additional information requested by the Contract Administrator. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contract Administrator will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause shall be modified to reflect any approved changes of key personnel.
1. The Contractor understands that during the first 30 days of the Contract performance period, no personnel substitutions shall be permitted unless these substitutions are unavoidable because of sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify PRTC’s Contract Administrator and provide the information described in paragraph b) below.

After the initial 30 day period, the Contractor must submit to the PRTC Contract Administrator all proposed substitutions, in writing, at least 15 days in advance and provide the information required by paragraph b) below.

2. Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the PRTC Contract Administrator. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. PRTC will evaluate such requests and promptly notify the Contractor in writing of its approval or disapproval.

3. The provisions of this clause shall be applicable to any subcontract, which may be entered into.

4. In the event that any of the identified key personnel cease to perform under the Contract and the substitute is disapproved, the Contract may be immediately terminated in accordance with the Termination for Default clause of the Contract.

I.10 PRTC Contract Management

1. **Contract Administrator** - Matters relating to prices, terms and conditions, period of performance, quantities to be supplied, delivery schedule and financial adjustments shall be handled through the Contract Administrator. The Contract Administrator for this Contract will be Eric Marx, PRTC’s Director of Planning and Operations.

2. **Project Manager** - The Contract Administrator has designated Eric Marx, PRTC’s Director of Planning and Operations, and Carl Roeser, PRTC’s IT Manager, as Project Manager (PM) to assist in monitoring the work under the Contract. The PM is responsible for the technical administration of the Contract and technical liaison with the Contractor. The PM is responsible for the day-to-day clarifications and guidance of Contractor’s personnel as may be required under the Contract.
3. **Contracting Officer** - PRTC’s Executive Director is the only individual who can legally commit or obligate the PRTC for the expenditure of federal/public funds. The technical administration of the Contract shall not be construed to authorize the revision of the terms and conditions of the Contract. Any such revision shall be authorized in writing only by the Contracting Officer.

### I.11 Consultant’s Authority

PRTC shall have the sole and complete discretion to employ the Consultant in any manner it sees fit in connection with the Contract, including but not limited to having the Consultant participate in any or all meetings with the Contractor or its subcontractors, review and comment on any or all documents from the Contractor or subcontractors, and witness and assist in the conduct of any or all inspections or tests of the Work, wherever conducted. The Consultant shall act as advisor in all aspects to PRTC.

PRTC may give the Consultant the authority to act on behalf of PRTC. In the absence of a written statement setting forth the Consultant’s authority, the Contractor shall not accept any instructions, written or oral, directly from the Consultant.

### I.12 Interference with Operations

The Contractor shall not interfere with normal operation of PRTC’s facilities or equipment, or the facilities or equipment of PRTC’s Contract Operator, or the work of any contractors or subcontractors on PRTC’s premises. When the Contractor anticipates unavoidable interference, it shall so notify PRTC at least thirty (30) calendar days in advance. PRTC will determine whether such interference is unavoidable and will, if required, establish the necessary procedures under which the interference will be allowed. PRTC shall have final determination of priorities in case of conflicts with its operations. The Contractor shall not operate any of PRTC’s equipment or systems, or those of any of PRTC’s Contract Operator, or other contractor or subcontractor on PRTC or Contract Operator premises, except at the direction and under the immediate supervision of PRTC.

### I.13 Licenses

Where licenses for software, firmware or other elements of the Work are required, they shall be furnished to PRTC by the Contractor on a paid-up and perpetual basis. They shall be in accord with the requirements of the Technical Specification and shall allow for operation of software on back-up processors. These licenses shall survive adaptation of the Work.

### I.14 Safe Harbor

**Background**

PRTC has issued and has outstanding tax-exempt financing with regard to the PRTC Transit Center and expects to issue additional tax-exempt debt for other capital assets (e.g., the Western Facility and buses). The federal tax rules addressing tax-exempt financings generally prohibit private business use with respect to tax-exempt bond financed assets. Private business use is defined as use (directly or indirectly) in a trade or business carried on by a person other than a governmental unit.

The Internal Revenue Service has issued a Revenue Procedure addressing management contracts and safe harbors with respect to tax-exempt financed property (“Revenue Procedure 97-13”). If a safe
harbor of Revenue Procedure 97-13 is satisfied, the subject management contract will not result in private business use.

It is the intention of PRTC for the Contract to satisfy the 50 percent periodic fixed fee safe harbor (the “50% Periodic Fixed Fee Safe Harbor”) under Revenue Procedure 97-13. Such safe harbor requires that at least 50 percent of the compensation for services for each annual period during the term of the contract is based on a periodic fixed fee and that the contract must be terminable by the qualified user on reasonable notice, without penalty or cause, at the end of the third year of the contract term. “Periodic fixed fee” is defined as a stated dollar amount for services rendered for a specified period of time. The stated dollar amount may increase according to a specified, objective, external standard such as the Consumer Price Index or similar external index that tracks increases in prices in an area. Additionally, if a management contract compensation arrangement is materially revised, the requirements for compensation arrangements and qualification for a safe harbor are retested as of the date of the material revision.

The following Provisions have been included to satisfy the 50% Periodic Fixed Fee Safe Harbor.

Provisions

Section II.81 Federal Tax Considerations: Qualified Management Contract & Compensation

1. Contractor Acknowledgement & Intention to Satisfy Qualified Management Safe Harbor.

Contractor acknowledges that there is PRTC tax-exempt financing outstanding with respect to the PRTC Transit Center and that the Contract is intended to be structured so as to avoid private business use of tax-exempt financed assets that PRTC currently owns or may own in the future. Private business use is defined in Section 141 of the Internal Revenue Code of 1986, as amended, as use (directly or indirectly) in a trade or business carried on by a person other than a governmental unit. It is the intention of PRTC and the Contractor for the Contract to satisfy the 50 percent periodic fixed fee safe harbor of Revenue Procedure 97-13, 1997-1 C.B. 632 (“50% Periodic Fixed Fee Safe Harbor” and “Revenue Procedure 97-13,” respectively). Such safe harbor requires that the contract provide for reasonable compensation with no compensation based, in whole or in part, on a share of net profits from operations and that at least 50 percent of the compensation for services for each annual period during the term of the contract is based on a periodic fixed fee and that the contract must be terminable by the qualified user on reasonable notice, without penalty or cause, at the end of the third year of the contract term. Periodic fixed fee is defined as a stated dollar amount for services rendered for a specified period of time.

2. Service Arrangement Intended.

It is the intention of the parties that the Contract be respected as a service contract and not an arrangement that provides the Contractor an ownership or leasehold interest in any of the assets provided by PRTC. Accordingly, the RFP was modified to remove references to leasing of vehicles and facilities.

3. Compensation

a. Fixed and Variable Compensation Components. Contractor shall be paid a monthly fixed amount and a monthly variable amount as more fully described below.
i. **Fixed Compensation Component** - Contractor shall be paid the annual fixed amounts shown in Table 1 below for each Fiscal Year (July 1 to June 30), to be earned and paid in equal monthly installments (the “Fixed Compensation Component”).

ii. **Variable Compensation Component** - Contractor shall be paid up to the maximum annual variable amount shown in Table 1 below for each Fiscal Year (July 1 to June 30), to be paid in monthly installments determined as follows: (a) the aggregate monthly amounts determined under Sections III.5, and III.7 of RFP # 13-02 for the applicable Fiscal Year, (b) less the actual prior monthly variable payments for the applicable Fiscal Year, (c) less an amount equal to the actual aggregate Fixed Compensation Components paid for prior months and to be paid for the current month during the applicable Fiscal Year, (d) plus a single separate incentive payment as determined under Section III.5 of RFP # 13-02 for the applicable Fiscal Year, and (e) provided that in no event shall the total variable compensation paid for prior months and to be paid for the current month during the applicable Fiscal Year exceed the aggregate Fixed Compensation Components paid for prior months and to be paid for the current month during the applicable Fiscal Year.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fixed Compensation</th>
<th>Variable Compensation (maximum)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>$11,845,634</td>
<td>$11,845,634</td>
</tr>
<tr>
<td>2015</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>2016</td>
<td>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

b. **No Net Profits Arrangement.** All compensation must be reasonable and no compensation for services rendered shall be based, in whole or in part, on a share of net profits from operations.

c. **Revision of Compensation.** Upon mutual agreement, the parties may revise the Fixed Compensation Component and the sub-components of the Variable Compensation Component. For example, significant increases and/or decreases in service levels will likely trigger the need for revision.

4. **General Tax Covenant.** If PRTC or its bond counsel determine that further action is needed to avoid private business use with respect to PRTC’s tax-exempt financed assets as a result of the Contract, the parties will work together so as to modify the Contract such that it will not result in private business use.
SECTION II
GENERAL TERMS AND CONDITIONS

II.1 Governing Law and Choice of Forum

This Contract and any disputes hereunder shall be governed by the laws of the Commonwealth of Virginia. It is further agreed that all disputes and matters whatsoever arising under, in connection with or incident to this Contract, shall be litigated, if at all, in and before a state Court located in the County of Prince William in the Commonwealth of Virginia or a federal Court located in the Eastern District of Virginia, and any appropriate appellate Court thereof, to the exclusion of the courts of any other state, territory, county, or other jurisdiction.

II.2 Incorporation of Federal Transit Administration Terms

These terms include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any PRTC requests that would cause the PRTC to be in violation of the FTA terms and conditions.

II.3 No Federal Government Obligations to Third Parties

The federal government shall not be subject to any obligations or liabilities of any Contractor, or any other person not a party to a Grant Agreement or Cooperative Agreement in connection with the performance of the Contract. Notwithstanding any concurrence provided by the federal government in or approval of any solicitation, sub-agreement, or third party contract, the federal government continues to have no obligations or liabilities to any party, including the third party Contractor.

II.4 Availability of Funds

It is understood and agreed that the PRTC shall be bound to this Contract only to the extent of the funds appropriated or which may hereafter become available for the purpose of this Contract. If funds are reduced or eliminated by the Commonwealth of Virginia or Federal Transit Administration, this Contract can be terminated accordingly under the provisions of this Contract.

II.5 Disallowed Costs Including Interest

The Contractor agrees to remit to the PRTC, which in turn will remit to the Federal government, any excess payments made to the Contractor disallowed by the Federal government, as well as any interest required by Subsection 9.g. of the FTA Master Agreement. PRTC will exclude any project costs incurred by the Contractor before the date of the Notice to Proceed unless otherwise authorized by PRTC in writing. PRTC will also exclude any cost not included in the approved project budget, any ordinary governmental or non-project operating cost consistent with prohibitions of 49 USC §5323(h)(1) and any cost ineligible for FTA participation as required by Federal law, regulation or guidelines for Federal participation included the cost soliciting response. Payment does not constitute a final decision about whether a cost is eligible for reimbursement and does not constitute a waiver of any violation by the Contractor of the terms and conditions of the Contract.

II.6 Default
In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the PRTC, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the PRTC may have.

II.7 Termination for the Convenience of the PRTC

1. The parties agree that PRTC may terminate the Contract or any work or delivery required thereunder, from time-to-time either in whole or in part, without cause whenever the Contract Administrator shall determine that such termination is in the best interest of PRTC.

2. Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the Contract Administrator, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination (no less than 30 days after Notice delivery). Upon receipt of such Notice, the Contractor shall:

   • Cease any further deliveries or work due under the Contract on the date and to the extent which may be specified in the Notice;

   • Place no further orders with any subcontractors except as may be necessary to perform that portion of the Contract not subject to the Notice;

   • Terminate all subcontractors except those made with respect to Contract performance not subject to the Notice;

   • Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of PRTC;

   • Use its best effort to mitigate any damages, which may be sustained by him as a consequence of termination under this clause;

   • As directed by the PRTC Contract Administrator, transfer title and deliver to PRTC:

     i. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and

     ii. The completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to PRTC.

   • Complete performance of the work not terminated; and

   • Take any action that may be necessary, or that the PRTC Contract Administrator may direct, for the protection and preservation of the property related to this Contract that is in the possession of the Contractor and in which PRTC or the Government has or may acquire an interest.

3. After complying with the foregoing provisions, the Contractor shall submit a termination claim, in no event later than 180 days after the effective date of its termination, unless an extension is granted by the Contract Administrator. If the Contractor fails to submit the claim within the time
allowed, the PRTC Contract Administrator may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

4. The Contract Administrator, with the approval of PRTC’s signatory to the Contract, shall pay reasonable costs of termination, including a reasonable amount for profit on services delivered or completed. In no event shall this amount be greater than the original Contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the services not delivered, or those services not provided. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed upon amount.

5. In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Contract Administrator shall pay to the Contractor the amounts determined as follows, without duplicating any amount which may have already been paid under the preceding paragraph of this clause:

With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

- Cost of the work performed;
- The cost of settling and paying any reasonable claims as provided in subparagraph (2) above; and
- A sum as profit on paragraph (5) determined by the Contract Administrator to be fair and reasonable.

The total sum to be paid shall not exceed the Contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of services not terminated.

6. In the event that the Contractor is not satisfied with any payments, which the Contract Administrator shall determine to be due under this clause, the Contractor may appeal any claim to PRTC in accordance with the “Contractual Claims and Disputes” clause of the Contract.

7. Unless otherwise provided in this Contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this Contract for three years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this Contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the PRTC Contracting Officer or his/her designee, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

8. When termination for the convenience of the PRTC is a provision of this Contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include requirements that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the PRTC whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

II.8 Termination for Default
Either party may terminate the Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under the Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of the Contract, the PRTC shall thereupon have the right to terminate the Contract by giving written notice to the Contractor of such termination. The written notice shall specify the effective date of termination and shall be delivered to the Contractor prior to the effective date of termination.

The Contractor shall have the right to cure its default, and thereby avoid termination, during the aforesaid notice period by remedying the circumstances which constitute the default or, where completion of such a remedy is not reasonably possible, then by taking all reasonable steps possible designed to remedy the default promptly. Successive defaults of the same nature, regardless of the Contractor efforts to cure, shall not prevent the PRTC from terminating the Contract.

II.9 Termination for Non-Appropriation of Funds

If funds are not appropriated for the current or any succeeding fiscal year subsequent to the one in which the Contract is entered into, for purposes of the Contract, then the PRTC may terminate the Contract upon prior written notice to the Contractor. Should termination be accomplished in accordance with this section, the PRTC shall be liable only for payments due through the date of termination.

II.10 Stop Work or Suspension of Work

The PRTC Contract Administrator may at any time, by written order to the Contractor, stop all, or any part, of the work called for by the Contract for a period of 90 days after the order is delivered to the Contractor and for any further period to which the parties may agree.

Any such order shall be specifically identified as a Stop Work Order issued pursuant to this section.

Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contract Administrator shall either:

1. Cancel the Stop Work Order; or
2. Terminate the work covered by such order as provided in the section, “Termination for Convenience of the PRTC.”

If a Stop Work Order issued under this section is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work.

An equitable adjustment shall be made in the delivery schedule or Contract price, or both, and the Contract shall be modified in writing accordingly, if:

1. The Stop Work Order results in an increase in the time required for completion or in the Contractor’s cost properly allocable to the performance of any part of the Contract; and
2. The Contractor asserts a claim for such adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contract Administrator decides the facts justify such action, he may receive and act upon such claim asserted at any time prior to final payment under the Contract.

If a Stop Work Order is not canceled and the work covered by such order is terminated for the convenience of PRTC, the reasonable costs resulting from the Stop Work Order will be allowed in arriving at the termination settlement.

II.11 Contractual Claims and Disputes

In accordance with Section 2.2-4363, VA Code Ann., this provision shall be followed for consideration and handling of all disputes and claims by the Contractor under this Contract. Section 2.2-4365, VA Code Ann. is not applicable to this Contract. Under no circumstances is this section an administrative appeals procedure governed by Section 2.2-4365, VA Code Ann. because Section 2.2-4365, VA Code Ann. is not applicable to this procurement.

Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within 10 days after the occurrence or the event giving rise to the claim or within 10 days of discovering the condition giving rise to the claim, whichever is later. In no event shall any claim arising out of this Contract be filed after submission of the request for Final Payment by the Contractor.

Disputes or claims by the Contractor with respect to this Contract shall be submitted in writing within five working days of the aforementioned notice for consideration by the Contract Administrator. The decision of the Contract Administrator shall be rendered in writing within 30 days from the receipt of the claim from the Contractor.

If the Contractor is not satisfied with the decision or resolution of the Contract Administrator, the Contractor may file a formal dispute with regard to the claim with the Executive Director of PRTC within 30 days of the decision of the Contract Administrator. The Executive Director of PRTC shall reduce his/her decision to writing and shall mail or otherwise furnish a copy of its decision to the Contractor within 30 days of the receipt of the claim from the Contractor. The decision of the Executive Director of PRTC shall be final and binding.

Should any decision-maker designated under this procedure fail to make a decision on a claim within the time period specified, then the claim is deemed to have been denied by the decision-maker. Pending a final determination of a claim, the Contractor shall proceed diligently with the performance of the work under this Contract.

In accordance with the provisions of Section 2.2-4363, VA Code Ann., full compliance with this disputes and claim resolution procedure set forth in this section shall be a precondition of the filing of any lawsuit by the Contractor against the Commission arising out of the Contract.

II.12 Subcontracts

No portion of the work shall be subcontracted without prior written consent of PRTC. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish to PRTC the names, qualifications and experience of the proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the Contract.
The Contractor agrees to require its subcontractors and sub-subcontractors to include adequate provisions to ensure compliance with applicable Federal requirements in each subcontract and sub-subcontract. Furthermore, the Contractor agrees to include appropriate clauses in each subcontract stating the subcontractor’s responsibilities under Federal law, regulation, or directive, including any necessary provisions requiring the subcontractor to extend applicable requirements to its subcontractors to the lowest tier necessary.

II.13 Prime Contractor Responsibilities

The Contractor shall be responsible for completely supervising and directing the work under the Contract and all subcontractors that it may utilize, using its best skill and attention. Subcontractors who perform work under the Contract shall be responsible to the prime Contractor. The Contractor agrees that it is as fully responsible for the acts and omissions of its subcontractors and of persons employed by the Contractor as it is for the acts and omissions of its own employees.

The Contractor shall submit to PRTC for approval and attachment to the Contract, a list of subcontractors and their required signed certifications/contracts and contact information. During the period of performance, the Contractor shall not substitute subcontractors without the written approval of PRTC. The Contractor shall notify PRTC within five calendar days after the occurrence of any of these events and provide information as to the circumstances necessitating the proposed change, new subcontractor information and other information as requested. Proposed substitutions must have comparable qualifications and experience to those being replaced. PRTC will notify the Contractor within 10 calendar days after the receipt of all required information if this change is approved and the PRTC and the Contractor shall subsequently amend the required Contract documents.

II.14 Payments to Subcontractors

In the event that the Contractor utilizes a subcontractor for any portion of the work under this Contract, the Contractor hereby agrees to:

1. The Contractor shall take one of the two following actions within seven days after receipt of amounts paid to the Contractor by PRTC for work performed by a subcontractor under the Contract.
   a. Pay a subcontractor for the proportionate share of the total payment received from PRTC attributable to the work performed by that subcontractor under the Contract; or
   b. Notify PRTC and any subcontractors, in writing, of its intention to withhold all or a part of the subcontractor’s payment with the reason for nonpayment.

2. The Contractor shall be obligated to pay interest to a subcontractor on all monies owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from PRTC for work performed by a subcontractor under the Contract, except for amounts withheld under subsection 1.b. of this section. The Contractor’s obligation to pay an interest charge to a subcontractor pursuant to the provisions of this section may not be construed as an obligation by PRTC. A Contract modification may not be made for the purpose of providing reimbursement for any such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

3. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of 1% per month.
4. The Contractor is hereby required to include in each of its subcontracts a provision requiring each subcontractor to otherwise be subject to the same payment and interest requirements set forth in subsection 2 and 3 of this section with respect to each lower-tier subcontractor. Failure to pay subcontractors in an expedient manner may result in the use of the payment bond (if required) and/or termination of the contract.

II.15 Assignability of Contract

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of PRTC.

II.16 Antitrust

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the PRTC all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the PRTC under said Contract.

II.17 Testing/Inspection/Review of Work

The PRTC reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to specifications. The Contractor is responsible for performing work according to specifications in a professional, high quality standard. Authorized representatives or agents of PRTC, the Commonwealth of Virginia and/or the Federal Transit Administration may, during normal office hours, review and inspect the project activities, data, reports/studies, drawings, specifications, estimates, maps computations and financial records of the Contractor or subcontractor at their offices.

II.18 Releases, Licenses, Permits and Authorizations

It is the Contractor’s responsibility to obtain all releases, licenses, permits and other usage authorizations for all matters within its ordinary sphere of activity, including photographs, copyrighted materials, artwork or any other property or rights belonging to third parties obtained by the Contractor for use in performing services for the PRTC, and shall save the PRTC harmless from all claims, demands, expenses (including reasonable attorney’s fees), liabilities, suits, and proceedings (including any brought in or before any court, administrative body, arbitration panel or other tribunal) against or involving the PRTC on account of or arising out of such use. The PRTC shall obtain the same for any such items obtained by the PRTC which are used by the Contractor harmless from all claims, demands, expenses (including reasonable attorneys’ fees), liabilities, suits, and proceeding (including any brought in or before any court, administrative body, arbitration panel or other tribunal) against or involving the PRTC on account of or arising out of any assertions, claims, slogans, headlines or the like made for any PRTC products, as well as for all claims, demands, expenses, liabilities, suits and proceedings as able set forth arising out of the nature or use of the PRTC’s products.

II.19 Buy America

The Contractor agrees to comply with 49 U.S.C. §5323(j), FTA’s Buy America regulations at 49 CFR Part 661, and any amendments thereto, and any implementing guidance issued by FTA, with respect to the Contract and any subcontracts. Buy America requirements apply to purchases greater than $100,000.

II.20 Inspection
All supplies shall be subject to inspection and testing by PRTC, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.

In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of the Contract, PRTC shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction.

Supplies or lots of supplies, which have been rejected or required to be corrected shall be removed or, if permitted or required by the Contract Administrator, corrected in place by and at the expense of the Contractor promptly after notice.

If the Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, PRTC may either:

- Replace or correct such supplies and backcharge the Contractor the cost occasioned PRTC thereby; or
- Terminate the Contract for default as provided in the Contract.

Unless the Contractor corrects or replaces such supplies or lots of supplies within the delivery schedule, the Contract Administrator may require the delivery of such supplies or lots of supplies at a reduced price, which is equitable under the circumstances. Failure to agree to such price reductions shall be a dispute concerning a question of fact within the meaning of the clause of the Contract entitled “Contractual Claims and Disputes.”

If any inspection or test is made by PRTC on the premises of the Contractor or a subcontractor to the Contractor, then the respective party (of the inspection) shall provide all reasonable facilities and assistance for the safety and convenience of PRTC’s inspectors in the performance of their duties without additional charge.

If PRTC’s inspection(s) or test(s) are made at a point other than the premises of the Contractor or a subcontractor to the Contractor, it shall be at the expense of PRTC except as otherwise provided in the Contract; provided, that in the case of rejection, PRTC shall not be liable for any reduction in value of samples used in connection with such inspection(s) or test(s).

All inspections and tests by PRTC shall be performed in such a manner as not to unduly delay the work.

PRTC reserves the right to charge to the Contractor any additional cost of PRTC’s inspection(s) and test(s) when supplies are not ready at the time such inspection and test is requested by the Contractor, or when re-inspection or retest is necessitated by prior rejection.

Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in the Contract; but failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on PRTC therefore.

The inspection(s) and test(s) by PRTC of any supplies or lots of supplies does not relieve the Contractor from any responsibility regarding defects or other failures to meet the Contract requirements which may be discovered prior to acceptance. Except as otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes or negligence as to amount to fraud.
The Contractor shall provide and maintain a Quality Assurance and Inspection system acceptable to PRTC covering the supplies hereunder.

Records of all inspection work by the Contractor shall be kept complete and available to PRTC during the performance of the Contract and for such longer period as may be specified elsewhere in the Contract.

II.21 Responsibility for Inspection

Notwithstanding the requirements for any PRTC inspection(s) and test(s) contained in the specifications applicable to the Contract, except where specialized inspections or tests are specified for performance solely PRTC, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the Contract conform to the drawings, specifications and Contract requirements.

II.22a Contractor’s Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment and such title passes to PRTC upon payment of invoice.

II.22b Title

Title to the work and materials shall pass to PRTC upon placement of the equipment within the PRTC sites prior to commencement of its installation, subject to PRTC inspection thereof.

If for any reason the Work is terminated in whole or in part prior to its completion, the title to all hardware and documentation portions of the terminated Work performed to that time, and the possession of, together with the right to use and all applicable licenses for, all software portions of the terminated Work performed to that time, whether in the Contractor's facility, in transit, or on the PRTC sites shall immediately pass to PRTC unless the PRTC notice of termination specifically declines title to or possession of all or some of the terminated Work.

The Contractor warrants and guarantees that title of all materials and equipment furnished under this Contract and accepted by PRTC will pass to PRTC free and clear of all liens, claims, security interests, or encumbrances.

II.23 Ownership of Material and Intellectual Properties

All materials and/or intellectual properties, and the rights thereto, which are produced in the course of the Contract or which result from the work executed as the result of the Contract shall be the exclusive property of the PRTC unless specific rights are expressly waived by the PRTC.

Upon completion of the services of the Contract, the Contractor shall deliver all such appropriate materials including, but not limited to, camera ready artwork, computer disks, specifications, samples, photographs, video tapes, audio tapes, original artwork and drawings to the PRTC. Should the Contractor fail to deliver the materials, all expenses incurred by the PRTC in obtaining these materials shall be chargeable to the Contractor, and may be withheld for any future sums due the Contractor.
If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Contract to which this clause has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the PRTC or Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor’s status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the PRTC and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements,” 37 C.F.R. Part 401.

The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

The Contractor also understands and agrees that any technical information developed using federal funds may be subject to export control regulations under the Bureau of Export Administration of the U.S. Department of Commerce or of other Federal agencies. Any technical information regulated by U.S. export control regulations, or the direct product thereof, will not be directly or indirectly exported to any countries or foreign persons without complying with export control regulations.

II.24 Copyrights

All copyrightable works created pursuant to this agreement shall be considered work made for hire and shall belong solely and exclusively to the PRTC. If, despite the foregoing, the PRTC is not deemed the author and initial owner of any copyrightable works created pursuant to this agreement, the Contractor agrees to irrevocable assign and does hereby irrevocably assign to the PRTC the sole, exclusive and complete copyright interest in such works, and Contractor shall execute and deliver such further documents as the PRTC may reasonably request for the purpose of acknowledging, implementing or recording this assignment.

The Contractor agrees and warrants that no individual, other than regular employees of the Contractor or the PRTC working within the scope of their employment, shall participate in the creation of any copyrightable works to be delivered under this agreement, unless such individual and his or her employer, if any, have signed an intellectual property agreement satisfactory to the PRTC before commencing such participation.

The Contractor hereby agrees that, notwithstanding anything else in this agreement, in the event of any breach of this agreement by the PRTC, the Contractor’s remedy shall not include any right to rescind or otherwise revoke or invalidate the provisions of this section. Similarly, no expiration or termination of this agreement by the PRTC shall have the effect of rescinding, terminating or otherwise invalidating the provisions of this section.

II.25 Rights in Data –Intentionally Omitted

II.26 Federal Rights in Data and Copyrights – Intentionally Omitted
II.27 Patent Rights – Intentionally Omitted

II.28 Covenant against Contingent Fees

The Contractor warrants that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure the Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, percentage, brokerage fee, or other considerations, contingent upon or resulting from the award of making of the Contract. For breach or violation of this warranty, the PRTC shall have the right to annul the Contract without liability, or, at its discretion, to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, percentage, brokerage fee, gift, or contingent fee. The firm shall therefore comply with all relevant federal, state, and local laws.

II.29 Fair Employment Contracting Act

The Contractor, its agents, employees, assigns or successors, and any persons, firm, or agency of whatever nature with whom it may contract or make a contract, shall comply with the provisions of the Virginia Fair Employment Contract Act, Section 2.2-4200 et seq., VA Code Ann. the terms of which are incorporated herein by reference.

II.30 Convict Labor

In connection with the performance of work under the Contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1985.

II.31 Conflict of Interest

The Contractor and its officers and employees shall comply with the provisions of the Virginia Conflict of Interest Act (Section 2.2-3100 et. seq., VA Code Ann.), the terms of which are incorporated herein by reference.

The PRTC is intent on avoiding conflicts of interest associated with the award of the Contract. To these ends, Contractors must identify existing and prospective contractual relations they have (or could have) with organizations that could present sources of conflict as part of the bid/proposal submission. The Contractor ultimately awarded the Contract must ensure that there is no real or perceived conflict of interest of the PRTC at any time during the life of the Contract.

PRTC standards of conflict prohibit PRTC employees, officers, board members, or agents from participating in the selection, award, or administration of a third party contract or sub agreement supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the following parties has a financial or other interest in the entity selected for award (a) an employee, officer, board member or agent (b) any member of his or her family (c) his or her partner or (d) an organization that employs or intends to employ any of the above.

PRTC standards of conflict also prohibit real or apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a third party contract or sub agreement may, without some restriction on future activities, result in an unfair competitive advantage to the third party Contractor or sub-recipient or impair its objectivity in performing the Contract work.
II.32 Immigration Reform and Contract Act of 1986

The Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986 which prohibits employment of illegal aliens. The Contractor agrees that its employment of any person without legal status may subject it to termination of this Contract for default and agrees to include a similar provision in any subcontract.

II.33 Indemnification

The Contractor shall not seek to hold liable the PRTC, or any of their officers, agents and employees for any claims of any nature whatsoever arising out of the Contract or arising out of the activities funded in whole or in part of the Contract. The Contractor shall defend, indemnify, save, and hold harmless the PRTC, and their officers, agents, and employees against all claims and liability, including cost and expenses, due to the acts or omissions of the Contractor or the acts or omissions of the Contractor’s subcontractors, agents or employees. The Contractor agrees to maintain adequate insurance in an amount and form approved by the PRTC to protect the PRTC and its officers, agents, and employees from liability arising out of the Contract.

Absent the Federal Government’s express written consent, the Federal Government shall not be subject to any obligations or liabilities to any sub-recipient, any third party Contractor, or any other person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of the Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, sub agreement or third party contract, the Federal Government continues to have no obligations or liabilities to any party, including the sub-recipient and third party Contractor.

II.34 Ethics in Public Contracting

The Contractor certifies that this Contract is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Contractor, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

II.35 Prohibition Against the Use of Federal Funds for Lobbying

The Contractor and all subcontractors agree to comply with the provisions of 31 U.S.C. § 1352, which prohibit the use of federal funds for lobbying any official or employee of any federal agency, or member or employee of Congress; and requires the recipient to disclose any lobbying of any official or employee of any federal agency, or member or employee of Congress in connection with federal assistance. In addition, no federal assistance funds shall be used for activities designed to influence Congress or State Legislature on legislation or appropriations, except through proper, official channels. The Contractor shall comply and assure the compliance of subcontractors at any tier with U.S. DOT regulations, “New Restrictions on Lobbying,” 49 C.F.R. Part 20.

For contracts of $100,000 or more, the Contractor shall submit to the PRTC a signed “Certification of Restrictions on Lobbying,” (attached) and shall require all subcontractors with contracts of $100,000 or more to submit to the Contractor and the PRTC such signed certifications.
II.36 Officials not to Benefit

No member of or delegate to the Virginia General Assembly, and no member of the PRTC or the Virginia Department of Transportation, shall be admitted to any share or part of the Contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to the Contract if made with a corporation for its general benefits.

No member, officer, or employee of the PRTC during his/her tenure or one year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

II.37 Independent Contractor

The Contractor is and shall be in all events, an independent Contractor. Nothing herein shall be construed as constituting the Contractor as an agent, partner, employee, or legal representative of the PRTC for any purpose. Neither the Contractor nor its employees shall be entitled to or be eligible to participate in any benefits, privileges or plans given by or established for the benefit of PRTC or its employees.

II.38 Anti-Discrimination

During the performance of the Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, religion, or national origin. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, religion, or national origin. Such action shall include, but not be limited to, the following: employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor also agrees to comply with any implementing requirements FTA may issue.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

3. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

4. The Contractor will comply with all applicable requirements of Title IX of Education Amendments of 1972, as amended, 20 U.S.C. §§1681-1683, 1685-1688, with U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. Part 25, and with any implementing directives that U.S. DOT or FTA may promulgate, which prohibit discrimination on the basis of sex.


7. The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq., and implementing regulations, which prohibit employment and other discrimination against individuals on the basis of age.

8. The Contractor agrees to comply with all applicable requirements of any other nondiscrimination statutes(s) that may apply.

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

II.39 Access Requirements for Individuals with Disabilities

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d), which states the Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The Contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans With Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the Contractor agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:

- U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA)”, 49 C.F.R. Part 37;
- U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance”, 49 C.F.R. Part 27;
- Department of Justice (DOJ) regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services”, 28 C.F.R. Part 35;
- DOT regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities”, 28 C.F.R. Part 36;


• Federal Communications regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled”, 47 C.F.R. Part 64, Subpart F; and

• FTA regulations, “Transportation for Elderly and Handicapped Persons”, C.F.R. Part 609.

• Architectural and Transportation Barriers Compliance Board regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. Part 1194; and

• Any implementing requirements FTA may issue.

Any and all materials, drawings or plans produced for the PRTC shall reflect the requirements of the codes and regulations listed above.

II.40 Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections


II.41 Drug-Free Workplace to Be Maintained by Contractor for Contracts over $10,000

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section “drug-free workplace” means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

II.42 Labor Provisions

The Contractor and any subcontractors shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract for
all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this clause shall be made available by the Contractor or subcontractor for inspection, copying or transcription by authorized representatives of the FTA, the U.S. DOT, or the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

The following clauses are applicable to any Contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act:

1. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week. Determinations pertaining to these requirements shall be made in accordance with the requirements of section 102 of the Act, 40 U.S.C. §§ 327 - 332; and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and with section 107 of the Act, 40 U.S.C. § 333, and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

2. In the event of any violation of the requirements of 29 C.F.R. §5.5(b)(1), the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of 29 C.F.R. §5.5(b)(1) in the sum of ten dollars ($10) for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by 29 C.F.R. § 5.5(b)(1).

3. The FTA or the recipient shall upon its own action or upon written request for an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any other federal contract with the same prime Contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth at 29 C.F.R. § 5.5(b)(2).

The Contractor agrees to comply, and assures to comply, and assures the compliance of each subcontractor at any tier, with the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874 and 40 U.S.C. § 276c, and U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. Part 3. The Contractor, in addition to other requirements that may apply, agrees that it will not induce, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which that employee is otherwise entitled. In addition, the Contractor agrees to report every suspected or reported violation of the Act or its federal implementing regulations to FTA.

References to the Fair labor Standards Act, 29 U.S.C. §§ 201 et. Seq. is substituted for the reference to specific sections of the Act.

The Contractor agrees to comply and assures the compliance of these requirements for each subcontract at any tier.

II.43 Royalties

While PRTC recognizes that certain materials or component parts may be produced under the terms of licensing or cross licensing agreements, it must be understood that the use of such materials and component parts requiring the application of recurring royalty charges, costs or payments is specifically prohibited.

II.44 Metric System

In accordance with Section 30 of the FTA Master Agreement, the FTA reserves the right to impose specific metric requirements for the Contract.

II.45 Energy Conservation

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

II.46 Environmental Regulations


As stated in the aforementioned regulations, if projects cause or result in adverse environmental effects, all reasonable measures to minimize those adverse effects must be taken. In addition, all environmental
mitigation measures identified as commitments in applicable environmental documents, such as environmental assessments and documents required by 49 U.S.C. §303, must be completed. These commitments include any conditions the Federal Government imposes on a finding of no significant impact or record of decision. These mitigations measures are incorporated by reference and made part of the Grant Agreement and may not be modified or withdrawn without written approval of the Federal Government.

The Contractor agrees to include in subcontracts exceeding $100,000, adequate provisions to ensure that Project participants report the use of facilities placed or likely to be placed on EPA's "List of Violating Facilities," refrain from using violating facilities, report violations to FTA and the Regional EPA Office. The PRTC will report and requires the Contractor and any subcontractor to report any violation of these requirements resulting from implementation of the Contract by the Contractor, subcontractor (at any tier), or the PRTC to FTA and the appropriate U.S. EPA Regional Office. All plans, drawings, and other documents produced as a result of the Contract should comply with these regulations when applicable.

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

II.47 Planning

Projects financed with Federal assistance must be implemented in a manner consistent with the plans developed in compliance with the applicable planning and private enterprise provisions of 49 U.S.C. §5303 through 5306 and 5323(1) and with the joint Federal Highway Administration (FHWA)/FTA regulations, “Planning Assistance and Standards,” at 23 C.F.R. Part 450 and 49 C.F.R. Part 613 and, when promulgated, with FHWA/FTA regulations, “Metropolitan and Statewide Planning,” 23 C.F.R. Part 1410 and 49 C.F.R. Part 621; and to the extent applicable, with FTA regulations, “Major Capital Investment Projects,” 49 C.F.R. Part 611.

II.48 Audit

The Contractor hereby agrees to maintain all books, records, accounts, and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case the Contractor agrees to maintain same until the PRTC, the FTA Administrator, the Comptroller General, or any their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. Reference 49 CFR 18.39(i)(11). The agency, its authorized agents, Federal Government, and/or state auditors shall also have full access to and the right to examine any of said materials during said period.

II.49 False or Fraudulent Statements and Claims

The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et. seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31 apply to its actions pertaining to the Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which the Contract work is being performed. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made,
a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project which is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses on each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

II.50 Support of Exclusionary of Discriminatory Specifications

Apart from inconsistent requirements by Federal statute or regulations, the PRTC complies with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance awarded by FTA to procurements with exclusionary or discriminatory specifications.

II.51 Authorized Funding

If at any time the Contractor has reason to believe that the costs to PRTC which will accrue in the performance of the Contract in the next succeeding 30 days, when added to all other payments previously accrued, will exceed 75% of the then current total authorized funding, the Contractor shall notify the PRTC to that effect, advising the estimate of additional funds required for completion of the task order. The Contractor shall be under no obligation to perform any work hereunder, and PRTC shall not be obligated to reimburse Contractor for any work performed, if in the performance thereof the total funding then allotted to Contract will be exceeded.

PRTC shall not be obligated to pay the Contractor any amount in excess of the ceiling price reflected in the Contract, and the Contractor shall not be obligated to continue performance if to do so would exceed the price set forth in the Contract, unless and until the PRTC Executive Director shall have notified the Contractor in writing that the price has been increased and shall have specified in the notice a revised price that shall constitute the price for performance under the Contract, and the Contract has been duly modified. When and to the extent that the price set forth in the Contract has been increased, any hours expended and material costs incurred by the Contractor in excess of the price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the price.

II.52 Taxes

Deliveries against the Contract shall be free of federal excise and transportation taxes as well as sales tax to the extent permitted by law. The PRTC excise tax exemption registration number shall be furnished upon request. PRTC is exempt from the payment of any Federal excise tax and Virginia sales tax. However, when under established trade practice, any Federal excise tax is included in the list price, the Offeror may quote the list price and shall show separately the amount of Federal tax, as a flat sum, which shall be deducted by PRTC.

II.53 Extra Charges Not Allowed

The negotiated price shall be for the complete installation ready for PRTC use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
II.54 Modifications or Changes to the Contract

Changes in the Work and changes in the Contract can only be made by written amendments signed by both the Contractor and PRTC, prior to implementation of such changes. Any part of the Contract that is not specially mentioned in an amendment or set of amendments shall not be changed. No implied changes are acceptable to either party to the Contract. The Contractor shall be liable for all costs resulting from, and for satisfactorily correcting, any change not properly ordered by written amendment to the Contract and signed by the both parties.

PRTC may initiate a request for change by drafting amendments defining the intended changes in requirements and delivering these to the Contractor. The Contractor is required to respond to PRTC within fifteen (15) calendar days, or such time as PRTC shall specify for a particular change request. The response provided by the Contractor shall include:

a. The requested amendment, modified if necessary, describing in detail the changes to the Work,

b. An impact statement describing how, if at all, other provisions of the Contract will be affected, including purchase price and payment terms, performance bond (if required), schedule, hardware and software deliverables, spare capacities, system performance, processor loading, training, testing, documentation, and spare parts.

If the change requested is one that was included in the Contractor's proposal as an option, the initial draft amendment provided by PRTC will include the pertinent information in the specification and proposal.

The Contractor may initiate a request for change. The procedure defined in the preceding paragraphs would be followed except that the Contractor prepares the initial draft of the amendment as well as the impact statement.

The change in price associated with a change under consideration, if it is large enough to have an impact on the amount of the Performance Bond (if required), must include a separate amount for the required change in premium so that at PRTC's option the Performance Bond (if required) will still be in accord with the total value of the Contract after the change is executed. PRTC is not obligated to notify the sureties when making a change.

Each amendment that is adopted by the parties shall be dated, numbered in sequence beginning with Amendment Number 1, and duly executed by both PRTC and the Contractor.

II.55 Examination of Records

The Contractor agrees as follows:

1. Reports. The Contractor agrees to provide to PRTC those reports required by the U.S. DOT’s grant management rules and any other reports the federal government may require.

2. Record Retention. The Contractor agrees to provide the PRTC, the FTA Administrator, the Comptroller General of the United States or any authorized representatives access to any books,
documents, paper and records of the Contractor which are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts and transcriptions even after the project has been closed-out. The Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to the Contractor’s records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, or 5311.

The Contractor agrees that it will maintain intact and readily accessible all data, books, accounts, documents, reports, records, contracts, and supporting materials relating to the Contract as the federal government and Commonwealth of Virginia governments may require during the course of the Contract and for three (3) years thereafter, except in the event of litigation of settlement of claims arising from the performance of the Contract, in which case the Contractor agrees to maintain the same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation appeals claims or exceptions related thereto.

3. Access to Records. Upon request, the Contractor agrees to permit PRTC, its authorized agents, state auditors, the Secretary of Transportation, and the Comptroller General of the United States, or their authorized representatives, to inspect all project work, materials, payrolls, and other data, and to audit the books, records, and accounts pertaining to the project.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that PRTC, its authorized agents, state auditors, the Secretary of Transportation, and the Comptroller of the United States, or their authorized representatives, until the expiration of five years after final payment under the subcontract, be permitted to inspect and audit all data and records of the subcontractor relating to his performance under the subcontract.

The term “subcontract” as used in this clause excludes (1) purchase orders not exceeding $100,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

PRTC shall continue to have a period beyond five years after final payment under the Contract to inspect and audit all data and records which relate to:

- Appeals under the “Claims/Disputes” clause of the Contract;
- Litigation of claims arising out of the performance of the Contract; or
- Costs and expenses of the Contract as to which exception has been taken by PRTC or the Commonwealth of Virginia or any of its duly authorized representatives.

The extended right of inspection shall continue for such period beyond five years after final payment under the Contract until such appeals, litigations, claims or exceptions have been disposed of, and for such period thereafter as required for review by the Virginia Department of Transportation and PRTC.

4. Notification of Federal Participation. In the announcement of any contract award for goods or services (including construction services) having an aggregate value of $500,000 or more, the Contractor agrees to specify the amount of Federal assistance to be used in financing that acquisition
of goods and services and to express the amount of that Federal assistance as a percentage of the total cost of that third party contract.

II.56 Geographic Restrictions

The Contractor agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute, and as permitted by FTA, such as for professional services in areas where such a restriction does not unduly limit competition.

II.57 Employment of Personnel

The Contractor shall not employ any persons or persons in the employment of PRTC for any work required by the terms of the Contract, without written permission of the PRTC.

II.58 Publications

Articles, papers, bulletins, reports or other material reporting the results and findings of the work conducted under the Contract shall not be presented publicly or published without prior approval in writing of the PRTC and all materials remain the sole property of PRTC.

Publications and reports officially released after the date of execution of then Contract describing the results of any investigation or study hereunder participated in by PRTC shall give recognition to the PRTC in the text and title page to the nature of its cooperative character.

II.59 Electronic and Information Technology


II.60 Use of Real Property, Equipment, and Supplies

The Contractor understands and agrees that the Federal Government retains a Federal interest in any real property, equipment, and supplies financed with Federal assistance until, and to the extent, that the Federal Government relinquishes its Federal interest that property. Unless otherwise approved by FTA, the Contractor agrees to comply with the following requirements with respect to real property, equipment, and supplies financed by the Contract:

   a. Use of Property. The Contractor agrees to use Contract real property, equipment, and supplies for appropriate Contract purposes (which may include joint development purposes that generate program income, both during and after the award period used to support transit activities) for the duration of the useful life of that property, as required by PRTC. Should the Contractor unreasonably delay or fail to use Contract property during the useful life of that property, the Contractor agrees that it may be required to return the entire amount of the Federal assistance expended on that property. The Contractor further agrees to notify PRTC immediately when any Contract property is withdrawn from Contract use or when Contract property is used in a manner substantially different from the representations the Contractor has made in its bid/proposal for the Contract.
b. **General Federal Requirements.** A Contractor that is an institution of higher education, or a private nonprofit organization, agrees to comply with 49 C.F.R. §§ 19.30 through 19.37, including any amendments thereto, and other applicable guidelines or regulations the Federal Government may issue. Any exception to the requirements of 49 C.F.R. §§ 18.31 through 18.34, and to 49 C.F.R. §§ 19.30 through 19.37, requires the express approval of the PRTC. A Contractor that is a for-profit organization agrees to comply with property management standards satisfactory to PRTC. In addition, the Contractor consents to FTA’s established reimbursement requirements for premature dispositions of certain Contract equipment (i.e., when Contract equipment is withdrawn from appropriate use before the expiration of the equipment's useful life established by FTA), as explained in this section.

c. **Maintenance.** The Contractor agrees to maintain Contract real property and equipment in good operating order, in compliance with any guidelines, directives, or regulations FTA may issue.

d. **Records.** The Contractor agrees to keep satisfactory records regarding the use of Contract real property, equipment, and supplies, and submit to the PRTC upon request such information as may be required to assure compliance with this section of the Contract.

e. **Encumbrance of Contract Property.** The Contractor agrees to maintain satisfactory continuing control of Contract real property or equipment. Thus, absent written authorization by PRTC permitting otherwise:

1. **Written Transactions.** The Contractor agrees to refrain from executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, grant anticipation note, alienation, or any other obligation that in any way would affect the Federal interest in any Contract real property or equipment.

2. **Oral Transactions.** The Contractor agrees to refrain from obligating itself in any manner to any third party with respect to Contract real property or equipment.

3. **Other Actions.** The Contractor agrees to refrain from taking any action that would either adversely affect the Federal interest or impair the Contractor’s continuing control of the use of Contract real property or equipment.

f. **Transfer of Contract Property.** The Contractor understands and agrees as follows:

1. **Contractor Request.** The Contractor may transfer assets financed with Federal assistance authorized for 49 U.S.C. Chapter 53 to a public body to be used for any public purpose with no further obligation to the Federal Government, provided the transfer is approved by PRTC and Federal Transit Administrator and conforms with the requirements of 49 U.S.C. §§ 5334(g)(1) and (2).

2. **Federal Government Direction.** The Contractor agrees that the Federal Government may direct the disposition of, and even require the Contractor to transfer title to, any real property, equipment, or supplies financed with Federal assistance under the Contract.

3. **Leasing Contract Property to Another Party.** If the Contractor leases any Contract asset to another party with PRTC’s written permission, the Contractor agrees to retain ownership of the leased asset, and assure that the lessee will use the Contract asset appropriately, either through a "Lease and Supervisory Agreement" between the Contractor and lessee, or another similar document, unless the PRTC determines otherwise in writing. Upon request by PRTC, the Contractor agrees to provide a copy of any relevant documents.
g. Disposition of Contract Property. With prior PRTC approval, the Contractor may sell, transfer, or lease Contract property and use the proceeds to reduce the gross project cost of other eligible capital transit projects to the extent permitted by 49 U.S.C. § 5334(g)(4). Nevertheless, the Contractor agrees that PRTC may establish the useful life of Contract property, and that the Contractor will use Contract property continuously and appropriately throughout that useful life.

1. Contract Property Whose Useful Life Has Expired. When the useful life of Contract property has expired, the Contractor agrees to comply with PRTC's disposition requirements.

2. Contract Property Prematurely Withdrawn from Use. For property withdrawn from appropriate use before its useful life has expired, the Contractor agrees as follows:

   (a) Notification Requirement. The Contractor agrees to notify PRTC immediately when any Contract real property, equipment, or supplies are prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.

   (b) Calculating the Fair Market Value of Prematurely Withdrawn Contract Property. The Contractor agrees that the Federal Government retains a Federal interest in the fair market value of Contract property prematurely withdrawn from mass transportation use. The amount of the Federal interest in the property shall be determined on the basis of the ratio of the Federal assistance awarded by the Federal Government for the property to the actual cost of the property. The Contractor agrees that the fair market value of property prematurely withdrawn from use shall be calculated as follows:

   (1) Equipment and Supplies. Unless otherwise determined in writing by PRTC, the Contractor agrees that fair market value shall be calculated by straight-line depreciation of the equipment or supplies, based on the useful life of the equipment or supplies established or approved by FTA. In addition, the fair market value of equipment and supplies shall be the value immediately before the occurrence prompting the withdrawal of that property from use. In the case of equipment or supplies lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of that property immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage. The Contractor may use its own disposition procedures, provided that those procedures comply with the State's laws.

   (2) Real Property. The Contractor agrees that the fair market value of real property shall be determined either by competent appraisal based on an appropriate date approved by the Federal Government, as provided by 49 C.F.R. Part 24, or by straight line depreciation, whichever is greater.

   (3) Exceptional Circumstances. The Contractor agrees that the PRTC may require the use of another method of determining the fair market value of property. In unusual circumstances, the Contractor may request that another reasonable valuation method be used including, but not limited to, accelerated depreciation, comparable sales, or established market values. In determining whether to approve such a request, the PRTC may consider any action taken, omission made, or unfortunate occurrence suffered by the Contractor with respect to the preservation or conservation of Contract property withdrawn from appropriate use.

   (c) Obligations to the PRTC. Unless otherwise approved in writing by the PRTC, the Contractor agrees to remit to the PRTC the Federal interest in the fair market value of Contract real property, equipment, or supplies prematurely withdrawn from appropriate use. In the case of fire,
casualty, or natural disaster, the Contractor may fulfill its responsibilities with respect to the Federal interest remaining in the damaged equipment or supplies by either:

(1) Investing an amount equal to the remaining Federal interest in like-kind equipment or supplies that are eligible for assistance within the scope of the Contract that provided financial assistance for the damaged equipment or supplies; or

(2) Returning to the PRTC an amount equal to the remaining Federal interest in the damaged property.

h. Insurance Proceeds. If the Contract receives insurance proceeds as a result of damage or destruction to the Contract property, the Contractor agrees to:

1. Apply those insurance proceeds to the cost of replacing the damaged or destroyed Contract property taken out of service, or

2. Return to the PRTC an amount equal to the remaining Federal interest in the damaged or destroyed property.


j. Misused or Damaged Project Property. If any damage to Contract real property, equipment, or supplies results from abuse or misuse of that property occurring with the Contractor’s knowledge and consent, the Contractor agrees to restore that real property or equipment to its original condition or refund the value of the Federal interest in the damaged property, as the Federal Government may require.

II.61 Protection of Sensitive Security Information

To the extent applicable, the Contractor is to comply with Section 101(e) of the Aviation and Transportation Security Act, 49 U.S.C. §4019(b), with U.S. Transportation Security Administration regulations, “Protection of Sensitive Security Information,” 49 C.F.R. Part 1520, and with any implementing regulations, requirements, or guidelines that the Federal Government may issue.

II.62 Employment Discrimination for Contracts Over $10,000

1. During the performance of this Contract, the Contractor agrees as follows:

   a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices setting forth the provision of this nondiscrimination clause.

   b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
c. Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The Contractor will include the provisions of the foregoing paragraphs a, b, and c in ever subcontract or purchase order over $10,000, so that the provisions shall be binding upon each subcontractor or Contractor.

II.63 Liability for Loss or Damage

The Contractor shall be liable for any loss of, or damage to, PRTC property caused by the negligence, wanton or willful misconduct of the Contractor, his agents, servants and employees, and shall indemnify and save PRTC harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney’s fees, by reason of any suit or action brought for any actual or alleged injury to, or death of, any person, or damage to property other than PRTC property, resulting from the performance of the Contract. The Contractor shall submit to the PRTC Executive Director within 24 hours following the occurrence of such damage, loss or injury, a full written report.

II.64 Ethics in Public Contracting

The Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Sections 2.2-4367 through 2.2-4377, Va. Code Ann., and that all amounts received by it, pursuant to this Procurement, are proper and in accordance therewith.

II.65 Integration

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations or agreements, written or verbal, between the parties hereto.

II.66 Warranty

The Contractor warrants that the Work, and all parts thereof, shall be of the kind and quality described in this Contract, shall perform in the manner specified, and shall be fit for the purpose for which it is supplied. The Contractor shall correct, without delay and at its own expense, any portion of the Work that does not meet the warranty and that is discovered within one (1) year after final acceptance of the Work by correcting the defective portion of the Work, including any required correction in defective design, or by providing a non-defective replacement on PRTC’s premises, whichever is appropriate. The costs of correction shall be at the Contractor's expense and shall include all shipping costs, both to and from the Contractor's facility, and the appropriate technical advice and direction for removal of the defect and installation of the corrected Work, including on-site services as required.

Any repair, replacement, or modification performed pursuant to the provisions of this clause shall be supplied or repaired on the same terms and conditions as provided for herein for the supply of the Work and in particular a new warranty period shall apply. Such new warranty period shall expire on the date twelve (12) months from the date of such acceptance of replacement, repair, or modification.

For software defects, the Contractor shall provide telephone consultation to PRTC at no charge. If the Contractor cannot correct the defect by remote telephone support, or if, in the sole discretion of PRTC, the Contractor fails to make significant progress in the repair of the software defects by remote telephone support, the Contractor, at the request of PRTC, shall supply knowledgeable software engineers on site to
correct the deficiencies. Assistance by PRTC to the Contractor shall not relieve the Contractor of any responsibilities associated therewith.

If the Contractor shall fail to correct any defect within a reasonable time, PRTC shall have the right to employ others to do so. The Contractor shall be liable for all costs and expenses thereby incurred by PRTC.

Nothing herein shall be deemed to restrict the obligations of the Contractor under the Indemnity provision of the Contract.

II.67 Force Majeure

If either party to this Contract is rendered unable, wholly or in part, to carry out its obligations under this Contract in a timely manner by reason of some cause beyond the control and without the fault or negligence of the party that amounts to Force Majeure, such party shall give to the other party prompt written notice thereof with reasonably full particulars, and if undisputed, the obligation of the party giving notice to perform its obligations shall be suspended during, but no longer than, the continuance of the Force Majeure, and such party shall act diligently to remove the Force Majeure as soon as practical and to reschedule the work or take such other action as is reasonable necessary to mitigate any delay.

For the purposes of this section, Force Majeure shall mean:

(a) An act of war, whether or not declared, civil war, insurrection, riot, acts of terrorism, or any condition incident to the foregoing.

(b) Acts of the Federal or State government or the entry of a court order, intended to, or having the effect of stopping or delaying the work.

(c) An Act of God which for the purposes of this section shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature beyond the power of the party to foresee or make preparation in defense of. The performance of the work shall not be adjusted for normal inclement weather.

II.68 Emergency Order

In the event of any emergency, PRTC reserves the right to order the Contracted services from other sources, which could provide a faster delivery time.

II.69 Non-Discrimination against Faith-Based Organizations

PRTC does not discriminate against faith-based organizations in procuring supplies and services.

II.70 Preference for Recycled Products

To the extent practicable and economically feasible, the Contractor agrees to provide a competitive preference for recycled products to be used in the project pursuant to U.S. Environmental Protection Agency (U.S. EPA) guidelines at 40 CFR 247-253, which implements Section 6002 of the Resource Conservation and Recovery act, as amended 42 USC 6962.
II.71 Hold Harmless

In addition to the terms and provisions contained in Sections II.26(c) and II.33, the Contractor agrees to indemnify and hold harmless PRTC, its officers, agents and all employees and volunteers, from any and all claims for property damage, bodily injuries and personal injuries to the public, including cost of investigation, all reasonable attorneys fees, and the cost of appeals arising out of any such claims or suits, because of any and all acts of omission or commission of the Contractor, including its agents, subcontractors, employees and volunteers, in connection with work under this Contract.

II.72 Acquisition of Management, Architectural, and Engineering Services

In acquiring management, architectural, and engineering services, the Contractor agrees to comply with the requirements of 49 U.S.C. Section 5325(b), either by negotiating for those services in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949, as amended, 40 U.S.C. §§ 541 et seq., or by using an equivalent qualifications-based requirement of the State. Provided that a sufficient number of qualified firms are eligible to compete for the subcontract, the Contractor’s geographic location may be a selection criterion. In addition, when awarding contracts for architectural, engineering, or related services, the Contractor agrees to accept undisputed audits conducted by other governmental agencies, in accordance with 23 U.S.C. § 112(b)(2) (C) through (F). To the extent the Contractor qualifies for an exception in accordance with 49 U.S.C. § 5325(b), however, this Subsection 15.i of this clause does not apply.

II.73 Fly America – Intentionally Omitted

II.74 Performance Bond and Payment Bond - Intentionally Omitted

II.75 Provision for Flagman - Intentionally Omitted

II.76 Railroad Safety - Intentionally Omitted

II.77 Davis Bacon Act– Intentionally Omitted

II.78 Cargo Preference – Intentionally Omitted

II.79 Seismic Safety – Intentionally Omitted

II.80 Special Requirements for Clean Fuels Formula Projects - Intentionally Omitted
A REQUEST FOR PROPOSALS (RFP)

FOR

PUBLIC TRANSPORTATION SERVICES

GROUP 27 FIXED-ROUTE SERVICES

REGIONAL TRANSPORTATION DISTRICT (RTD)

1600 BLAKE STREET

DENVER, COLORADO 80202-1399

RFP NO. 16DH055

January 12, 2017
REQUEST FOR PROPOSALS

TABLE OF CONTENTS

Part 1 Instructions to Proposers

Part 2 RFP Proposal Content Checklist
   • Forms to Be Completed and Submitted With Proposal

Part 3 Scope of Work/Services

Part 4 Form of the Contract
   • Contract Award and Signature Page
   • Section I, Statement of Contract Cost
   • Section II, Scope of Work/Services (provided as Part 3 above)
   • Section III, Contract Terms and Conditions
      o Exhibit 1, Key Personnel
      o Exhibit 2, Insurance and Bonding Requirements
      o Exhibit 3, Special Terms/Deleted Provisions
   • Section IV, Attachments
      o Attachment A, DBE/SBE Program
      o Background Certification Form
PART I

INSTRUCTIONS TO PROPOSERS
INSTRUCTIONS TO PROPOSERS

RFP SUMMARY

A. RFP Schedule

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/12/2017</td>
<td>RFP advertised and made available to prospective proposers.</td>
</tr>
<tr>
<td>01/18/2017</td>
<td>Briefing will be held at RTD Administrative Offices, 1600 Blake Street, Denver, Colorado.</td>
</tr>
<tr>
<td>01/25/2017</td>
<td>Inquiry Period: Written questions from prospective proposers are to be received by close of business. Questions must be directed to Robert Brown.</td>
</tr>
<tr>
<td>01/31/2017</td>
<td>RTD sends responses to written questions, if any, to all prospective proposers.</td>
</tr>
<tr>
<td>02/10/2017</td>
<td>Proposals due: Written proposals must be received by Contracts and Procurement, RTD, 1600 Blake Street, Denver, Colorado 80202-1399.</td>
</tr>
<tr>
<td>Estimated for Week of 02/20/2017</td>
<td>If necessary, oral presentations by selected finalists will be held at RTD, 1600 Blake St., Denver, Colorado 80202</td>
</tr>
<tr>
<td>03/21/2017</td>
<td>RTD anticipates making final selection.</td>
</tr>
</tbody>
</table>

B. Services – RTD is seeking proposals from qualified firms to provide Public Transportation Services for specified routes as stated in the Scope of Work/Services included in Part 3 herein.

C. Cost Type – Payments are anticipated to be made on a Fixed Price basis

D. Award of Contract – Award of a Contract from this RFP will be based upon “best value” competitive proposal procedures.

E. Period of Performance – Subject to the Termination provision, performance shall commence upon Contractor’s receipt of Notice to Proceed (NTP) and shall expire three (3) years after delivery of service begins. Delivery of transportation services under Group 27 will commence May 13, 2017.

F. Options for this Contract – Options may be exercised by the RTD to extend the Contract for up to two (2) additional one (1) year periods from NTP.

G. Small Business Enterprises SBE Requirement – RTD has specified a SBE goal of Five (5) percent for the Work to be performed under the resulting Contract.
Disadvantaged and Small Business Requirement for Contracts with SBE Goals: RTD has specified a SBE participation goal of 5% for the Work to be performed under the resulting Contract. However, RTD encourages and expects proposers to pursue subcontracting, mentoring, joint venturing, teaming and partnering opportunities with DBE/SBE firms in the ordinary course of its business/teaming strategies. To date, RTD has achieved greater than 20% DBE/SBE participation on its overall FasTracks DBE/SBE Program. Proposers are encouraged and expected to create a level playing field to the maximum practical extent consistent with the objectives and requirements of the RTD DBE/SBE Programs based on federal regulations codified at 49 CFR Part 26 and RTD’s SBE Program Policy, respectively. Therefore, proposers are requested to document their efforts to include DBE/SBEs in this contracting opportunity, if any. Proposers are also requested to explain in their executive summary how they intend to utilize and/or will encourage subcontracting, mentoring, joint venturing and/or partnering opportunities with DBEs/SBEs for this project. Furthermore, proposers are to submit a general workforce breakdown for their company (including affiliates) and the project specifically. Proposers shall complete Form EEO1. RTD is interested in your creative strategies and approach to include DBEs/SBEs in all phases of subcontracting and RTD is interested in the diversity of the proposer team that demonstrates the inclusion of minorities and women in the workforce opportunities associated with the resulting contract. RTD is an equal opportunity employer and also operates a Small Business Opportunity Office. Therefore, RTD expects proposers to demonstrate the same meaningful level of commitment to diversity from businesses that participate in RTD’s procurement process.

The DBE/SBE participation goal applies to the total value of the contract including all pre-award negotiation results and post-award change orders/modifications. Submittals of the DBE/SBE Plan/Program will be evaluated based on the Proposer’s DBE approach, creativity, demonstrated commitment to RTD’s DBE and diversity Programs, ability to successfully respond to project DBE/SBE participation goals and compliance with overall DBE program requirements as codified in 49 CFR Part 26 and RTD’s SBE Program.

H. Proposals shall be valid for a duration of no less than 120 days from proposal due date

GENERAL INSTRUCTIONS

A. General.

1. The Regional Transportation District (RTD) is soliciting technical and price proposals from qualified sources to provide public transportation services for specified routes as stated in the Scope of Work/Services included in Part 3 herein.

It is the intent of the RTD to select one Contractor to provide fixed-route transit services utilizing transit type vehicles to be furnished by RTD.
The transit services contracted by the RTD to private operators are intended to be equal in quality to other RTD transit services. The provision of such contracted services is to be transparent to the passenger and distinguishable only through operator badges and revenue vehicle signage.

The Contractor must provide safe, timely, professional, and reliable transit services. RTD and the Contractor acknowledge that strict adherence to acceptable performance standards is required under this Contract. Failure of the Contractor to adhere strictly to such performance standards causes damage to RTD, its customers, and its reputation.

The Contractor must work in partnership with RTD and must develop and maintain positive and constructive working relationships with RTD personnel and RTD customers. RTD customers include, but are not limited to, bus and light rail passengers, local government agency personnel, local school and business personnel, members of the community, and personnel of other private contractors.

2. **Option(s).** If RTD has included the potential for options on this Contract, proposals should be adjusted to cover such option(s). The option quantities or periods contained in the proposer’s proposal shall be evaluated in order to determine the Contract award. When options have not been evaluated as part of the award, the exercise of such options will be considered “sole source” procurements. RTD will evaluate offers for award purposes by adding the total proposed price for all options to the total proposed price for the initial term of the Contract. Award of a Contract containing options shall not obligate the RTD to exercise such option(s).

3. **The Proposal Contents Checklist, Part 2 of the RFP, is included for the proposer’s convenience.** Each proposer is solely responsible for submitting any necessary forms and certifications that may be required by the Contract.

4. **Part 3 of this RFP is the Scope of Work/Services.**

5. **Part 4 of this RFP is a copy of the Contract contemplated for award substantially in the form to be executed.**

6. **A listing of all holders of the RFP will be available approximately ten days after the advertisement date.**

B. **Addenda to RFP.** In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposer to make an adequate interpretation of the provisions of this RFP, an addendum to the RFP will be provided to each recipient of this RFP.
C. **Inquiries.** Questions about RTD and this RFP shall be directed, in writing, to:

Robert Brown, Contract Negotiator  
Regional Transportation District  
1600 Blake Street  
Denver, CO 80202-1399  
FAX (303) 299-2010  
bob.brown@rtd-denver.com

1. From the issuance date of this RFP until RTD selects a Proposal for award, Robert Brown, is the sole point of contact for RTD and RTD’s project team members concerning this RFP. Any violation of this condition may be cause for RTD to reject the offending Proposer’s Proposal. If RTD later discovers that the Proposer has engaged in any violations of this condition, RTD may reject the offending Proposer’s Proposal or rescind its contract award. Proposers must agree not to distribute any part of their Proposals beyond RTD. A Proposer who shares information contained in its Proposal with other RTD personnel, RTD project team members, RTD board members, and/or competing Proposer personnel may be disqualified.

2. Proposers’ questions must be submitted in writing, via e-mail, in an electronic Word format. **All requests for clarifications and/or changes to the form of the Contract, including suggested changes to the Terms and Conditions, must be made during the Inquiry Period.** RTD has no obligation to respond to questions or requests for clarifications or amendments that are not submitted in writing, nor to those submitted outside of the Inquiry Period. Except as provided below, RTD’s responses to all inquiries properly submitted will be answered in the form of an addendum that will be provided to all recipients of this RFP.

3. If the RFP schedule provides for a pre-proposal briefing (“Briefing”), RTD will not respond to any questions regarding the RFP until the Briefing. Firms that have received this RFP, whether present for the Briefing or not, will receive: (1) a copy of the minutes; (2) answers to all questions presented; (3) a listing of all recipients of the RFP (current to date of Briefing), and (4) a copy of the sign-in sheet from the Briefing.

---

**PROPOSALS**

A. **Submission Requirements.**

1. Any alteration, interlineation, or erasure by the proposer in the form of the RFP documents as originally prepared by RTD shall render the accompanying proposal non-responsive and may constitute cause for rejection. Conditional proposals or those that take exception to the RFP documents or Scope of Work/Services may be treated as non-responsive.

2. **Proposal Submission.** RTD’s Contract Negotiator must receive:
a) One original copy of your technical proposal in paper format;

b) **Nine (9) copies of your technical proposal in paper format**, marked “copy y of x”;

c) One electronic copy of the technical proposal in Adobe PDF format that is in compliance with The Rehabilitation Act of 1973, 29 USC 701, Section 508, which requires that the document be readable by all, including those with disabilities, and marked as such;

d) One “Open Records” copy of your technical proposal in paper format;

e) One electronic copy of the Open Records technical and cost proposal in Adobe PDF format that is in compliance with The Rehabilitation Act of 1973, 29 USC 701, Section 508, which requires that the document be readable by all, including those with disabilities, and marked as such;

f) One copy of the cost proposal in paper format, and

g) One copy of all RTD-required forms and certifications.

Your proposal must be received no later than the time and date set forth in the RFP Schedule. Proposals received by RTD after the time and date specified shall be considered non-responsive and shall be returned unopened to the proposer.

3. **Signatures.** Proposals must be signed by a duly authorized official of the firm. Proposals submitted by consortiums, joint ventures, or teams, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity which shall not be a subsidiary or affiliate with limited resources. Each submittal should indicate the entity responsible for execution on behalf of the consortium, joint venture, or team.

4. **Proposal Format.**

a) **The cost proposal MUST be submitted in a sealed envelope.**

b) The Technical proposal response should not exceed seventy-five single-sided pages. (One “page” is defined as one standard 8½ x 11 inch sheet of paper in Times New Roman, in no less than twelve-point font.) All charts, graphic displays, etc., must be of readable size. Foldouts to illustrate particular items are permitted, but will be included in page count. Cover letters should be no longer than two pages.

c) The proposal shall be bound, with tabs at the beginning of each section.

d) Submission of standard promotional material and corporate literature not specifically requested by RTD is discouraged. Any such information may not be fully considered in the evaluation.

e) Electronic copies will contain the same information as the hard copy of the technical proposal and shall be in Adobe PDF format that is in compliance with The Rehabilitation Act of 1973, 29 USC 701, Section 508, which
requires that the document be readable by all, including those with disabilities, and marked as such.

B. Content Requirements.

1. All proposals must include the signed Addenda acknowledgement included with Part 2, which should list all addenda received. Failure to provide this acknowledgement form or list addenda may cause the proposal to be rejected as non-responsive.

2. In addition to any information required by the Scope of Work/Services, all proposals shall contain and will be evaluated based on the following sections:

   a) A cover letter (maximum two pages) briefly describing the firm or firms (including subcontractors, if any) on the proposed project team, referencing the RFP by name and number.

   b) Proposer’s Questionnaire (located in Part 2 of the RFP)

   c) A detailed technical proposal (maximum seventy five (75) pages) in narrative form providing a thorough discussion, including relevant documentation and support, to show proposer’s compliance with and understanding of the requirements of this RFP, and demonstrated ability to perform under the Contract. Proposers that do not meet the minimum technical qualifications may not be considered further. The Technical Proposal must address all aspects of the “Minimum Technical Qualifications and Key Personnel Experience”, “Transition and Start Up”, and “Implementation/Operations Plan” detailed in the “Scope of Work/Services.” The required Technical Proposal documentation must be organized as follows:

   - Minimum Technical Qualifications and Key Personnel Experience
   - Transition and Start Up
   - Implementation/Operations Plan
     - System Management
     - Operating Facility Plan
     - Hiring of Employees
     - Training of Employees
     - Operations Plan
     - Compliance with Reporting Requirements
     - Vehicle Acquisition
     - Vehicle Maintenance Plan
     - Fare Collection
     - Quality Assurance Plan
     - Safety Plan
     - Continuity of Operations

Failure to organize the technical proposal in this manner may result in a determination by RTD that the proposal is incomplete. Samples of training materials, system safety plans, and other supporting documentation may be included in the supplemental project information appendix and will not be counted toward the maximum number of pages for the Technical Proposal.
d) Supplemental project information appendix must include the following:

(i) Provide a list of contracts and related contract details for which proposer has performed or is performing fixed-route services during the past 7 years that are/were similar in scope, size, and complexity to the service being proposed. Include the following information for each contract. Clients may be contacted for references.
   • Name of the client organization
   • Name and contact information for client contact to include email address and phone number
   • The number of vehicles operated
   • The functions performed (e.g., operations, maintenance, management)
   • The term of the contract
   • Letters of recommendation (if available)

(ii) An organizational chart for each member of the proposed team.

(iii) Résumés of all proposed key personnel, start-up personnel, and corporate support personnel, along with the availability during Contract performance periods of all key personnel. Resumes must provide detail to support qualifications for respective positions/roles, including education, background, recent relevant experience, accomplishments, and work references (with current telephone numbers).

e) Completed forms and certifications required by the Contract. One copy each of: W9 form, Certification of Compliance with Prohibition Against Employment of Illegal Aliens, Certification Regarding Debarment, Certification Regarding Lobbying, Organizational Conflict of Interest Certification and SBE Attachment A Enclosure Forms

f) Contract Cost Proposal, as described below (one copy, sealed).

g) SBE Plan: Submittals of the SBE Plan/Program will be evaluated based on the Proposer’s SBE approach, creativity, demonstrated commitment to RTD’s SBE and Diversity Programs, ability to successfully respond to project SBE participation goals, and compliance with overall S/DBE program requirements as codified in 49 CFR Part 26. RTD is interested in your creative strategies and approach to include SBE’s in all phases of subcontracting and RTD is interested in the diversity of the proposer team that demonstrates the inclusion of minorities and women in the workforce opportunities associated with the resulting contract. RTD is an equal opportunity employer and also operates a Small Business Opportunity Office. Therefore, RTD expects proposers to demonstrate the same meaningful level of commitment to diversity from businesses that participate in RTD’s procurement process. The SBE participation goal applies to the total value of the contract including all pre-award negotiation results and post-award change order/modifications.

NOTE: The WIN Program is not applicable to this contract.
C. Contract Cost Proposal. Each proposer shall submit, in a separate, sealed, document, one copy only of the information required below:

1. Cost proposals must clearly identify pricing proposed for the type of Contract to be awarded including the option periods. A firm fixed price contract will be awarded.

2. Completed Group 27 Price Proposal Form (included in Part 2 of the RFP).

3. The proposal must include a detailed budget showing the basis for the prices for each year. First year will include a separate breakdown of start-up costs. The budget must clearly itemize all the components of cost included in each price. The items included in the cost per revenue hour must be itemized separately in a way that permits the District to judge reasonableness of each component. Cost components that should be itemized in the budget include:

   - Labor hours for Project Manager/General Manager, Operations Manager, Maintenance Manager, Safety Manager, Training Manager, Supervisors, Operators, Maintenance Staff, Administrative Support, Corporate Office Support, and any other personnel.
   - Wages for each person or category of labor.
   - Fringe benefits for each person or category of labor.
   - Training costs for each person or category of labor.
   - Recruitment costs for each person or category of labor.
   - Expenses including depreciation or amortization, utilities, parts, equipment, subcontracted maintenance, vehicle license fees, etc.
   - Overhead or indirect costs, showing overhead rates and direct costs to which they are applied.
   - Profit or fee.

3. All start-up costs are to be allocated under a separate monthly budget and not included in the revenue service hour price. RTD shall pay start-up vehicle fuel costs as a pass through on a monthly basis. Contractor fuel costs shall only include, and RTD shall only reimburse, fuel costs for buses used for training or for revenue service.

4. RTD shall reimburse revenue vehicle fuel costs as a pass through on a monthly basis. The Contractor shall be responsible for contracting with the fuel supplier and paying for all fuel supplied. Revenue vehicle fuel costs shall not be included in the price used for award of any contract, and therefore, shall not be eligible for Proposer overhead, or profit. All proposed prices shall exclude fuel costs.

5. All supporting documentation for the cost proposals, including, with limitation:
a) Information demonstrating to RTD that the proposer has the necessary financial resources to perform the Contract. This information should include:

(i) Financial statement for the last two years (or since the entity commence operations, if less than two years). The most recent financial statements must include either an Auditor’s Report Letter or an Accountant’s Review Letter. The financial statements shall include Balance Sheets, Statements of Income and Stockholder’s Equity, and a Statement of Change in Financial Position. If the proposer is a parent or subsidiary of another entity, consolidated financial statements are also required.

(ii) Un-audited balance sheets of proposer and un-audited balance sheets of proposer and its subsidiaries, if any, for interim quarterly periods since the close of its last fiscal year.

b) Names of banks or other financial institutions with which the proposer conducts business.

c) Letters of credit commitments (if any).

AWARD PROCESS

A. Evaluation Criteria. Proposals will be evaluated according to the following criteria, listed in descending order of importance:

1. Understanding/Approach and Organization for Implementation. 35%

2. Experience of the firm(s) and Individuals proposed for Key Positions and Disciplines, including references on past performance. 30%

3. Cost (including options) 30%

4. SBE Plan and Goal Attainment 5%

B. Notifications to Unsuccessful Proposers.

1. Pre- and Post-Award Notices of Exclusion. The Contract Negotiator shall notify unsuccessful proposers in writing of exclusion from award. Requests for a
debriefing must be submitted to the Contract negotiator within three days of receipt of such notice. Debriefings requested for and provided prior to Contract award shall address only the requesting proposer’s proposal; post-award debriefings may address all proposals submitted. Only one debriefing (either a pre-award or a post-award debriefing) shall be provided per proposer.

2. Protests. Protests related to this RFP must be submitted in writing to the Contract negotiator and will only be accepted from proposers whose direct economic interest would be affected by the award of a Contract or failure to award a Contract. Copies of RTD’s protest procedures are available upon request to the Contract Negotiator. Proposers must exhaust all administrative remedies prescribed by RTD’s protest procedures before proceeding to court.

LEGAL NOTICE TO PROPOSERS

A. Background Investigations. Any proposer awarded a Contract with RTD shall be required to perform background investigations on all employees selected to perform under this Contract and shall be required to certify to RTD that it has performed and evaluated such background investigations.

B. Prohibition on Employment of Illegal Aliens. The proposer is hereby notified that any Contract resulting from this RFP is a “Public Contract for Services” under C.R.S. § 8-17.5-101. The selected proposer shall be required to comply with the applicable provision contained in Section III, General Terms and Conditions, in addition to all other terms of the Contract.

C. Organizational Conflict Of Interest. By submitting a proposal for award of Contract under this RFP, proposer certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest, as defined in the Federal Acquisition Regulation (FAR) Subpart 9.5. If the proposer cannot so certify, it shall provide a disclosure statement with its proposal that describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any consultant or subcontractor) may have a potential organizational conflict of interest. If RTD determines that a potential conflict exists, the proposer shall be excluded from award unless the conflict can be avoided or otherwise resolved through the inclusion of a special Contract provision or other appropriate means.

D. Insurance and Bond Requirements. Proposers’ attention is directed to the insurance and bond requirements prescribed in Exhibit 2 to the Contract Terms and Conditions. It is highly recommended that proposers confer with their insurance carriers or brokers in advance of proposal submission to determine the availability of bonds, insurance certificates and any endorsements prescribed therein.

E. SBE Compliance. Failure to achieve the specified SBE goals shall require the proposer to submit full documentation with its proposal, in accordance with Attachment A, fully substantiating the proposer’s efforts to achieve the goals.
F. **News Releases.** RTD’s written approval is required prior to any communication with the press or any public disclosure relating to this RFP or any subsequent awards.

G. **Pre-Award Audit.** RTD reserves the right to conduct a pre-award audit to verify labor rates, overhead rates, etc. should the RTD determine that such an audit is required prior to negotiation or award of a Contract.

H. **Cost of Proposal Preparation.** RTD shall not reimburse proposers for costs incurred for preparation of proposals or required documentation.

I. **Materials Submitted.** All materials submitted shall become the property of RTD and will not be returned to the proposer.

J. **Confidentiality.** RTD is a public entity subject to the provisions of the Colorado Open Records Act and all materials submitted may become public records subject to inspection by the public at any time after any Contract is executed. Any confidential or proprietary information that the proposer discloses to RTD with respect to this RFP must be clearly designated as confidential or proprietary at the time of disclosure. RTD shall hold such information confidential unless such information: (a) was in RTD’s possession prior to disclosure by the proposer; (b) becomes public knowledge through no fault of RTD; (c) was lawfully acquired by RTD from a third party not under an obligation of confidentiality to RTD; or (d) is required to be disclosed by law or court order. In the event of a legal challenge to the confidentiality of records so designated by the proposer RTD shall notify the proposer and tender to it the defense of any action filed. By submitting a proposal under this RFP, proposer hereby agrees to accept such tender of defense. RTD cannot and does not guarantee that the confidentiality of records so designated will be upheld by a reviewing court.

K. **Rights Reserved to RTD**

1. All proposers are hereby notified that the execution of a Contract pursuant to this RFP is dependent upon negotiation of a mutually acceptable Contract with the successful proposer(s) and subsequent appropriation by RTD’s Board of Directors of the necessary funds. **Successful proposers must be prepared to execute the Contract (as may be amended by the issuance of Addenda) that is provided with this RFP. RTD has no obligation to accept requested changes to the form of the Contract terms beyond the Inquiry Period and no changes will be made after award to the successful proposer(s) (other than in respect of typographical errors).**

2. It is the intent of RTD to make an award within sixty days from the RFP due date; however, all proposals shall be valid for no less than one hundred twenty days.

3. RTD reserves the right to reject all offers and re-solicit or cancel this RFP if deemed by the RTD to be in its best interest.

4. RTD reserves the right to enter into a Contract with any proposer based upon the initial proposal or on the basis of a best and final offer without conducting oral discussions.
K. **Prohibited Interests.** No employee of RTD or any member of its governing body shall have any personal or financial interest, direct or indirect, in this Contract or any contract executed subsequently in connection herewith during his or her tenure or for one year thereafter. No director, officer, employee or agent of the Regional Transportation District shall be interested in any contract or transaction with the District except in his or her official representative capacity.

L. **Competition in Subcontracting.** Proposers shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of any Contract awarded.
PART 2

PROPOSAL CONTENTS CHECKLIST
PROPOSAL CONTENTS CHECKLIST
Your submitted proposal must contain the following items, in this order:

☐ Cover Letter (maximum 2 pages)

☐ Addenda Form

☐ Technical Proposal nine (9) copies; maximum 75 pages each

☐ SBE Plan: (1) copy submitted with the SBE Enclosures

☐ Proposer’s Questionnaire

☐ Cost Proposal (1 copy in a sealed envelope) including

☐ All other documentation required by the RFP Instructions

☐ Cost Detail Submitted on Group 27 Price Proposal Form

☐ Form W-9 Taxpayer Identification Number Request

☐ Certification of Compliance with Prohibition Against Employment of Illegal Aliens

☐ Certification Regarding Debarment

☐ Certification Regarding Lobbying

☐ Organizational Conflict of Interest Certification

☐ Background Investigation Certification (to be completed upon award of contract)

☐ SBE Enclosures (one copy each)

☐ Attachment A Enclosure Checklist

☐ Enclosure 1A SBE Affidavit

☐ Enclosure 1B SBE Prime Affidavit

☐ Enclosure 2 Schedule of SBE Participation

☐ Enclosure 3 Letter of Intent to Perform as a Subcontractor

☐ Enclosure 4 Solicitation Statistics

☐ Enclosure 5 Employment Data Form

☐ Enclosure 6 Small Business Outreach

☐ Enclosure 7 SBE Unavailability Certification

* Items in bold have been provided.
ACKNOWLEDGMENT OF ADDENDA RECEIVED

The undersigned acknowledges receipt of the following addenda to RTD Request for Proposal documents (give number and date of each):

Addendum Number ________________ Dated: ________________
Addendum Number ________________ Dated: ________________
Addendum Number ________________ Dated: ________________
Addendum Number ________________ Dated: ________________
Addendum Number ________________ Dated: ________________
Addendum Number ________________ Dated: ________________
Addendum Number ________________ Dated: ________________

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to the request which would require rejection of the proposal.

The undersigned understands that any condition stated above, clarification of the above, or information submitted on or with this form other than requested will render the quotation non-responsive.

Firm Name: ____________________________________________
Address: ______________________________________________
______________________________________________________

By: ___________________________________________________
  Signature of Authorized Official
  Title: ______________________________
  Date: ____________________________
This statement is an integral part of the Proposer’s proposal and shall be completed. All references and information shall be current and traceable. If Proposer is a joint venture, a separate form shall be prepared by each party of the joint venture. Failure to provide all data requested may result in your proposal being determined non-responsive by RTD. Attach separate documentation referencing the question number if additional space is required.

NAME OF PROPOSER
______________________________________________________________________________

PRINCIPAL OFFICE
______________________________________________________________________________
(Street Address or P.O. Number)   (City)
______________________________________________________________________________
(State)   (Zip Code)   (Telephone Number)

1. Are you an individual (__), a partnership (__), a corporation (__), a joint venture (__), or a non-profit (__)? (Check as applicable.)

If a partnership, list names and addresses of partners; if a corporation, list names of officers and directors and State of incorporation; if a joint venture, list names and addresses of ventures and, if any venture is a corporation, partnership, or joint venture, list the same information for each such corporation, partnership, and joint venture.

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

2. How many years has your organization been providing fixed-route services?
______________________________________________________________________________

3. Out of the total indicated, how many years of experience has your organization had in providing fixed-route services:

A. As a prime contractor? _____ years.

B. As a subcontractor? _____ years.
4. How many people are currently employed by your company?

A. In Denver Metropolitan area? _____

B. Outside Denver Metropolitan area? _____

5. What are the job classifications involved and how many people are assigned to each classification for this project?

<table>
<thead>
<tr>
<th>Classification</th>
<th>No. of Current Employees</th>
<th>No. of New Employees</th>
<th>Total</th>
<th>Part Full</th>
</tr>
</thead>
<tbody>
<tr>
<td>Managerial</td>
<td>______________</td>
<td>__________</td>
<td>____</td>
<td>____</td>
</tr>
<tr>
<td>Administrative/Clerical</td>
<td>______________</td>
<td>__________</td>
<td>____</td>
<td>____</td>
</tr>
<tr>
<td>Road Supervisor</td>
<td>______________</td>
<td>__________</td>
<td>____</td>
<td>____</td>
</tr>
<tr>
<td>Dispatcher</td>
<td>______________</td>
<td>__________</td>
<td>____</td>
<td>____</td>
</tr>
<tr>
<td>Bus Operator</td>
<td>______________</td>
<td>__________</td>
<td>____</td>
<td>____</td>
</tr>
<tr>
<td>Mechanic – Class A</td>
<td>______________</td>
<td>__________</td>
<td>____</td>
<td>____</td>
</tr>
<tr>
<td>Mechanic – Class B</td>
<td>______________</td>
<td>__________</td>
<td>____</td>
<td>____</td>
</tr>
<tr>
<td>Mechanic – Class C</td>
<td>______________</td>
<td>__________</td>
<td>____</td>
<td>____</td>
</tr>
<tr>
<td>Laborer (Fueler/Washer)</td>
<td>______________</td>
<td>__________</td>
<td>____</td>
<td>____</td>
</tr>
<tr>
<td><strong>Total Number of Employees</strong></td>
<td>______________</td>
<td>__________</td>
<td>____</td>
<td>____</td>
</tr>
</tbody>
</table>
## Cost Detail

### Position Hourly Rate

<table>
<thead>
<tr>
<th>Position</th>
<th>Starting Rate New Employee*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Year 1</td>
</tr>
<tr>
<td>Project/General Manager</td>
<td>______</td>
</tr>
<tr>
<td>Operations Manager</td>
<td>______</td>
</tr>
<tr>
<td>Training Manager</td>
<td>______</td>
</tr>
<tr>
<td>Trainer</td>
<td>______</td>
</tr>
<tr>
<td>Safety Manager</td>
<td>______</td>
</tr>
<tr>
<td>Road Supervisor</td>
<td>______</td>
</tr>
<tr>
<td>Dispatcher</td>
<td>______</td>
</tr>
<tr>
<td>Bus Operator</td>
<td>______</td>
</tr>
<tr>
<td>Maintenance Manager</td>
<td>______</td>
</tr>
<tr>
<td>Mechanic – Class A</td>
<td>______</td>
</tr>
<tr>
<td>Mechanic – Class B</td>
<td>______</td>
</tr>
<tr>
<td>Mechanic – Class C</td>
<td>______</td>
</tr>
<tr>
<td>Vehicle Service Worker</td>
<td>______</td>
</tr>
<tr>
<td>Administrative</td>
<td>______</td>
</tr>
<tr>
<td>Other</td>
<td>______</td>
</tr>
<tr>
<td>Other</td>
<td>______</td>
</tr>
</tbody>
</table>

* Not including training rates for new employees. Specify below training rates(s) for each position if different than above listed rates. If training rates (or other rates) apply to work performed other than new employee training, also specify below.
<table>
<thead>
<tr>
<th>Position</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project/General Manager</td>
<td>______</td>
<td>______</td>
<td>______</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Operations Manager</td>
<td>______</td>
<td>______</td>
<td>______</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Training Manager</td>
<td>______</td>
<td>______</td>
<td>______</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Trainer</td>
<td>______</td>
<td>______</td>
<td>______</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Safety Manager</td>
<td>______</td>
<td>______</td>
<td>______</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Road Supervisor</td>
<td>______</td>
<td>______</td>
<td>______</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Dispatcher</td>
<td>______</td>
<td>______</td>
<td>______</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Bus Operator</td>
<td>______</td>
<td>______</td>
<td>______</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Maintenance Manager</td>
<td>______</td>
<td>______</td>
<td>______</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Mechanic – Class A</td>
<td>______</td>
<td>______</td>
<td>______</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Mechanic – Class B</td>
<td>______</td>
<td>______</td>
<td>______</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Mechanic – Class C</td>
<td>______</td>
<td>______</td>
<td>______</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Vehicle Service Worker</td>
<td>______</td>
<td>______</td>
<td>______</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Administrative</td>
<td>______</td>
<td>______</td>
<td>______</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Other</td>
<td>______</td>
<td>______</td>
<td>______</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Other</td>
<td>______</td>
<td>______</td>
<td>______</td>
<td>______</td>
<td>______</td>
</tr>
</tbody>
</table>

* Not including training rates for new employees. Specify below training rates(s) for each position if different than above listed rates. If training rates (or other rates) apply to work performed other than new employee training, also specify below.
6. List names of clients (other than individuals), including public bodies, for whom you have performed transportation services over the past five years. Include person(s) to contact and phone numbers. Under type of service please identify number of routes, type and number of vehicles as appropriate.

<table>
<thead>
<tr>
<th>Name of Client</th>
<th>Business Address</th>
<th>Contact Person</th>
<th>Telephone</th>
<th>Type of Service</th>
<th>Dates of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7. Identify any current or pending litigation which could affect performance for the term of a Contract issued pursuant to this Request for Proposals.

___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________

8. Identify all facilities to be utilized in the performance of this Contract. Give address of facilities and state whether owned, leased, or rented. If facilities are leased or rented, provide name, address, and telephone number of owner and a copy of the executed lease or rental agreement.

___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________
## GROUP 27 FIXED-ROUTE SERVICES PRICE PROPOSAL

### Fixed Cost Component

<table>
<thead>
<tr>
<th></th>
<th>Start-up</th>
<th>Opt Yr 1</th>
<th>Opt Yr 2</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervisory Wages and Salaries</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supervisory Fringes and Indirect</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff Wages and Salaries</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff Fringes and Indirect</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance Wages and Salaries</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance Fringes and Indirect</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Facility Lease/Depreciation</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Location Operating Expenses</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment Depreciation</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supervision Related Expenses</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff Related Expenses</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance Shop Related Expenses</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Specify)</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Support Services and Overhead</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Management Fee</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Fixed Expenses</strong></td>
<td>0</td>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

### Variable Cost Component

<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operator Wages</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operator Fringes and Indirect</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parts and Materials</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operator Expenses</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Specify)</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Variable Expenses</strong></td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Opt Yr 1</th>
<th>Opt Yr 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Operating Months</td>
<td>12</td>
<td>12</td>
</tr>
<tr>
<td><strong>Fixed Cost per Month</strong></td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operator Wages</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operator Fringes and Indirect</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parts and Materials</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operator Expenses</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Specify)</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Variable Expenses</strong></td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Opt Yr 1</th>
<th>Opt Yr 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Annual Revenue Hours</td>
<td>343,449</td>
<td>346,884</td>
</tr>
<tr>
<td><strong>Variable Cost per Revenue Hour</strong></td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL FIXED AND VARIABLE EXPENSES</strong></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Opt Yr 1</th>
<th>Opt Yr 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Annual Revenue Hours</td>
<td>343,449</td>
<td>346,884</td>
</tr>
<tr>
<td><strong>TOTAL COST PER REVENUE HOUR</strong></td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

### Start-up Cost Payment Schedule by Month:

- **Month #1**
- **Month #2**
- **Month #3**
- **Month #4**
- **Month #5**

### Notes:

This price proposal shall remain valid for a minimum of 120 days from the proposal due date.

Submitted by:

- Firm's Name
- Signature of Person Authorized to Bind Firm
- Typed or Printed Name and Title
- Date
Form W-9
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2. Business names/disregarded entity name, if different from above

3. Check appropriate box for federal tax classification, check only one of the following seven boxes:
   - Individual/sole proprietor or
   - C Corporation
   - S Corporation
   - Partnership
   - Trust/estate
   - Limited liability company
   - Other (see IRS instructions)

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
   - Exempt payee code (if any)
   - Exemption from FATCA reporting code (if any)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1098-INT (interest earned or paid)
- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (miscellaneous income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.
Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester’s form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:
- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners’ share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:
- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:
1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exemption (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax may also enter the Chinese student’s name on the treaty article.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments made from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:
1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under above 4 (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships above.

What is FATCA reporting?
The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be a U.S. corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1
You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your Social Security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the chart or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(i)(a).Enter the owner’s name on line 1. If the owner is an individual, enter the owner’s name on line 1. If the owner is a C corporation, the U.S. owner number may be provided on line 1. If the direct owner of the entity is a disregarded entity, enter the owner’s name as shown on the entity’s tax return on line 1. If the direct owner of the entity is also a disregarded entity, enter the direct owner name as shown on the entity’s tax return on line 1. If the business name/disregarded entity name is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.
Line 2
If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3
Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the “Limited Liability Company” box in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the “Limited Liability Company” box and in the space provided enter “C” for C corporation or “S” for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the “Limited Liability Company” box; instead check the first box in line 3 “Individual/sole proprietor or single-member LLC”.

Line 4, Exemptions
If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code:

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.
- The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.
  1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
  2—The United States or any of its agencies or instrumentalities
  3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
  4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
  5—A corporation
  6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
  7—A futures commission merchant registered with the Commodity Futures Trading Commission
  8—A real estate investment trust
  9—An entity registered at all times during the tax year under the Investment Company Act of 1940
  10—A common trust fund operated by a bank under section 584(a)
  11—A financial institution
  12—A middleman known in the investment community as a nominee or custodian
  13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

<table>
<thead>
<tr>
<th>IF the payment is for . . .</th>
<th>THEN the payment is exempt for . . .</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest and dividend payments</td>
<td>All exempt payees except for 7</td>
</tr>
<tr>
<td>Broker transactions</td>
<td>Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.</td>
</tr>
<tr>
<td>Barter exchange transactions and patronage dividends</td>
<td>Exempt payees 1 through 4</td>
</tr>
<tr>
<td>Payments over $600 required to be reported and direct sales over $5,000</td>
<td>Generally, exempt payees 1 through 5</td>
</tr>
<tr>
<td>Payments made in settlement of payment card or third party network transactions</td>
<td>Exempt payees 1 through 4</td>
</tr>
</tbody>
</table>

1 See Form 1099-MISC, Miscellaneous Income, and its instructions.

However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys’ fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with “Not Applicable” (or any similar indication) written or printed on the line for a FATCA exemption code.

- An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37) or any individual retirement plan as defined in section 7701(a)(37)
- The United States or any of its agencies or instrumentalities
- A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(ii)
- A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(ii)
- A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- A real estate investment trust
- A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- A common trust fund as defined in section 584(a)
- A bank as defined in section 581
- A broker
- A trust exempt from tax under section 664 or described in section 4947(a)(1)
- A tax exempt trust under section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5
Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6
Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited Liability Company (LLC) on this page), enter the owner’s SSN (or EIN, if the owner has one). Do not enter the disregarded entity’s EIN. If the LLC is classified as a corporation or partnership, enter the entity’s EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write “Applied For” in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering “Applied For” means that you have already applied for a TIN or that you intend to apply for one soon.

Caution. A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.
Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only one person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and broker exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and broker exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. “Other payments” include payments made in the course of the requester’s trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of a payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or the certification unless you have previously given an item 2 of the certification.

Withholding and you are merely providing your correct TIN to the requester, you do not have to sign the certification.

What Name and Number To Give the Requester

<table>
<thead>
<tr>
<th>For this type of account:</th>
<th>Give name and SSN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Individual</td>
<td>The individual</td>
</tr>
<tr>
<td>2. Two or more individuals (joint account)</td>
<td>The actual owner of the account or, if combined funds, the first individual on the account</td>
</tr>
<tr>
<td>3. Custodian account of a minor (Uniform Gift to Minors Act)</td>
<td>The minor</td>
</tr>
<tr>
<td>4. a. The usual revocable savings trust (grantor is also trustee)</td>
<td>The grantor-trustee</td>
</tr>
<tr>
<td>b. So-called trust account that is not a legal or valid trust under state law</td>
<td>The actual owner</td>
</tr>
<tr>
<td>5. Sole proprietorship or disregarded entity owned by an individual</td>
<td>The owner</td>
</tr>
<tr>
<td>6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))</td>
<td>The grantor</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>For this type of account:</th>
<th>Give name and EIN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>7. Disregarded entity not owned by an individual</td>
<td>The owner</td>
</tr>
<tr>
<td>8. A valid trust, estate, or pension trust</td>
<td>Legal entity</td>
</tr>
<tr>
<td>9. Corporation or LLC electing corporate status form Form 8832 or Form 2553</td>
<td>The corporation</td>
</tr>
<tr>
<td>10. Association, club, religious, charitable, educational, or other tax-exempt organization</td>
<td>The organization</td>
</tr>
<tr>
<td>11. Partnership or multi-member LLC</td>
<td>The partnership</td>
</tr>
<tr>
<td>12. A broker or registered nominee</td>
<td>The broker or nominee</td>
</tr>
<tr>
<td>13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments</td>
<td>The public entity</td>
</tr>
<tr>
<td>14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))</td>
<td>The trust</td>
</tr>
</tbody>
</table>

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

• Protect your SSN.
• Ensure your employer is protecting your SSN, and
• Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-802-4490 or submit Form 14039.

For more information, see Publication 4353, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimick legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877 -777-4383.

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

1List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person’s number must be furnished.

2Circle the minor’s name and furnish the minor’s SSN.

3Must show your individual name and you may also enter your business or DBA name on the “Business name/disregarded entity” name line. You may use either your SSN or EIN if you have one, but the IRS encourages you to use your SSN.

4List first and circle the name of the trust, estate, or pension trust. Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title. Also see Special rules for partnerships on page 2.

5Note: Grantor also must provide a Form W-9 to beneficiary of trust.

6If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.
Certification of Compliance with
Prohibition Against Employment of Illegal Aliens

Pursuant to C.R.S. §§ 8-17.5-101 _et.seq_ and in accordance with that provision of this Contract entitled Prohibition against Employment of Illegal Aliens:

I, the undersigned, a duly authorized representative of Contractor, hereby certify that, at the time of this Certification:

1. The Contractor does not knowingly employ or contract with an illegal alien who will perform Work under this Contract; and

2. The Contractor will participate in the E-Verify Program or the Department Program, as those terms are defined in C.R.S. §8-17.5-101, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract.

NAME OF CONTRACTOR: ________________________________

(please print)

Solicitation or Contract No. ________________________________

FOR CONTRACTOR:

________________________________________________________

Signature                                    Date

________________________________________________________

Name (please print)

________________________________________________________

Title (please print)
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND
OTHER RESPONSIBILITY MATTERS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the Proposer is providing the certification set out above.

2. The inability of a person to provide the certification required will not necessarily result in denial of participation in this covered transaction. The Proposer shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with RTD’s determination whether to enter into this transaction. However, failure of the Proposer to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. This certification is a material representation of fact upon which reliance is placed when RTD determines to enter into this transaction. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, RTD may terminate this transaction for cause or default. This certification concerns a matter which may be within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.

4. The Proposer shall provide immediate written notice to RTD if at any time the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.


6. The Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by RTD.

7. The Proposer further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without
modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized by RTD, as provided herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND
OTHER RESPONSIBILITY MATTERS

A. The Proposer certifies to the best of its knowledge and belief that it and its principals:
   1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
   4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal

Contractor Name

Date: ____________________          By: ____________________

Name and Title of Authorized Representative

________________________________________
Signature of Authorized Representative
CERTIFICATION REGARDING LOBBYING

The undersigned, _______________________________________________,
certifies, to the best of his or her knowledge and belief, that:

(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 an agency, a Member of Congress, an officer or employee of Congress, or an
employee of a Member of Congress in connection with the awarding of any Federal
contract, the making of any Federal grant, the making of any Federal loan, the entering into
of any cooperative agreement, and the extension, continuation, renewal, amendment, or
modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid
to any person for making lobbying contacts to an officer or employee of any agency, a
Member of Congress, an officer or employee of Congress, or an employee of a Member of
Congress in connection with this Federal contract, grant, loan, or cooperative agreement,
the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report
Lobbying," in accordance with its instructions [as amended by "Government wide Guidance
paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying

(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 contracts 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 was 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 31, U.S.C. § 1352 (as
amended by the Lobbying Disclosure Act of 1995). 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.

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

The Contractor, _______________________________________________,
certifies or affirms the truthfulness and accuracy of each statement of its certification and
disclosure, if any. In addition, the Contractor understands and agrees that the provisions of
31 U.S.C.A. 3801, et seq., apply to this certification and disclosure, if any.

__________________________ Signature of Contractor’s Authorized Official

__________________________ Name and Title of Contractor’s Authorized Official

__________________________ Date
ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE REQUIREMENTS

(a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to RTD, or the person’s objectivity in performing work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) Each firm responding to the RFP shall provide the statement described in paragraph (c). This requirement will apply individually to any of the firm’s consultants or lower-tier subcontractors that also furnish services in performance of the agreement to be awarded.

(c) The statement must contain the following:

(1) Name of the firm and the number of the RFP in question.

(2) The name, address, telephone number, and federal taxpayer identification number, if applicable, of the firm.

(3) A description of the nature of the services rendered by or to be rendered on the agreement or related thereto.

(4) A statement of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the firm who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to RTD or any other client respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The client and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.

(5) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the services to be provided in connection with the agreement or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the agreement or related thereto has been communicated as part of the statement required by (c) above.

(d) Failure of a firm to provide the required statement may result in the firm being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.
ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION

The Offeror ☐ is ☐ is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the Offeror is aware of information bearing on whether a potential conflict may exist, the Offeror shall provide a disclosure statement describing this information.

Signature _________________________________

Title _________________________________

Date _________________________________
BACKGROUND INVESTIGATION CERTIFICATION

I, a duly authorized representative of the Contractor, hereby certify that the following individuals, who will perform work under the Contract, have successfully passed a criminal background check in accordance with Article 52 of the Contract.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Date Passed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

FOR CONTRACTOR:

_________________________________________  _________________________
Signature                                      Date

_________________________________________
Name (please print)

_________________________________________
Title (please print)

NAME OF CONTRACTOR: ____________________________
(please print)

RTD Contract No. ____________________________

Revised: 10/03/2016
Section IV Contractor Submissions
Attachment A

Civil Rights: Equal Employment Opportunity and SBE Program Requirements

RFP/IFB
## CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>PART A SPECIFIED FEDERAL REQUIREMENTS</td>
<td></td>
</tr>
<tr>
<td>1. CIVIL RIGHTS REQUIREMENTS APPLICABLE TO THE CONTRACT</td>
<td>5</td>
</tr>
<tr>
<td>1.1 CIVIL RIGHTS</td>
<td>5</td>
</tr>
<tr>
<td>PART B SMALL BUSINESS ENTERPRISE PROGRAM REQUIREMENTS</td>
<td>7</td>
</tr>
<tr>
<td>2. Overview of RTD’s SBE Program Policy</td>
<td>9</td>
</tr>
<tr>
<td>3. General Requirements</td>
<td></td>
</tr>
<tr>
<td>A. SBE Goals and Good Faith Efforts</td>
<td>10</td>
</tr>
<tr>
<td>B. MULTI-YEAR AND DESIGN BUILD PROJECT REQUIREMENTS</td>
<td>15</td>
</tr>
<tr>
<td>C. SBE PLAN</td>
<td>15</td>
</tr>
<tr>
<td>D. SBE LIAISON</td>
<td>16</td>
</tr>
<tr>
<td>E. COUNTING SBE PARTICIPATION</td>
<td>17</td>
</tr>
<tr>
<td>F. JOINT VENTURES</td>
<td>18</td>
</tr>
<tr>
<td>4. FLOW-DOWN PROVISIONS</td>
<td>19</td>
</tr>
<tr>
<td>5. PROMPT PAYMENT OF SBE SUBCONTRACTORS</td>
<td>19</td>
</tr>
<tr>
<td>6. JOINT CHECK UTILIZATION</td>
<td>20</td>
</tr>
<tr>
<td>7. SBE REMOVAL/TERMINATION/SUBSTITUTION/REDUCTION OF SCOPE FROM CONTRACT</td>
<td>20</td>
</tr>
<tr>
<td>8. CHANGES</td>
<td>22</td>
</tr>
<tr>
<td>9. REQUIREMENTS OF ATTACHMENT A ENCLOSURES</td>
<td>22</td>
</tr>
<tr>
<td>10. REPORTING, AUDITS, REVIEWS AND ORIENTATION REQUIREMENTS</td>
<td>23</td>
</tr>
</tbody>
</table>
APPENDICES

A. SBE Enclosures

Enclosure 1A  SBE Affidavit
Enclosure 1B  SBE Affidavit
Enclosure 2  Schedule of SBE Participation
Enclosure 3  Letter of Intent to Perform as a Subcontractor
Enclosure 4  Solicitation Statistics
Enclosure 5  Employer Certification of Workforce
Enclosure 6  Small Business Outreach
Enclosure 7  SBE Unavailability Certification
Form E  Monthly SBE Participation Report
PART A

SPECIFIED FEDERAL REQUIREMENTS

The Contractor/Consultant shall perform its obligations and shall require each Subcontractor regardless of the tier to perform its respective obligations under this Contract and the Subcontract(s) in accordance with the following requirements. The Contractor shall insert this Part A, Attachment A and its enclosures (Civil Rights Requirements) into each Subcontract regardless of the tier.

1. CIVIL RIGHTS REQUIREMENTS APPLICABLE TO THE CONTRACT

1.1 CIVIL RIGHTS


Equal Employment Opportunity – RTD is an equal opportunity employer. The following equal employment opportunity requirements apply to the underlying Contract:

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

employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.


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

**During the performance of this contract, the contractor or subcontractor:**

(i) Will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability or age. The contractor will ensure that equal employment opportunity is afforded to all applicants in recruitment and employment, and that employees are treated fairly, during employment, without regard to their race, color, religion, national origin, sex, disability or age. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to setting forth provisions of this nondiscrimination clause.

(ii) Will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, disability or age. The contractor agrees to comply with any regulations promulgated by the EEOC, OFCCP, Department of Labor, Department of Justice; the Regional Transportation District, Colorado Revised Statutes and all other relevant state and local laws.
RTD has adopted and may use some of the standards of Subpart A, B, C and F of 49 CFR Part 26 to determine the SBE Goals, Good Faith Efforts, Counting, Compliance and Enforcement in RTD’s locally funded contracts.

1. DEFINITIONS

Unless the context requires otherwise, capitalized terms used in this Attachment A shall have the meanings given to them in the Instructions to Proposers. However, if there is a conflict, the definitions in this section shall prevail. In addition, the following capitalized terms shall have the meanings set out below:

Bidder/Proposer means a firm or a person submitting a bid or proposal in response to a solicitation by RTD.

Contract Goal (SBE goal) means a goal determined by such factors as the type of work involved, the location of the work and the availability of the SBEs for the work of the particular contract.

Contractor means any Project Contractor that subcontracts with a SBE for performance of the Work, as applicable.

Commercially Useful Function occurs when a SBE firm is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing and supervising the work involved. The SBE firm must also be responsible for materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable) and paying for the materials itself.

Small Business Enterprise (SBE) means a firm that is currently certified as a “Small Business Enterprise” by the RTD Small Business Office. Additionally:

(a) The average annual gross sales for the past 3 years cannot exceed $23.98 million. This amount includes any affiliate businesses owned in whole or part by any applicant owner or stockholder regardless of their ownership interest.

(b) The personal net worth of the qualifying owner(s) / stockholders of an SBE must be less than $1,320,000 (on an individual basis) - not including the equity in their primary residence or in the business being certified. At least 51% of the owners/stockholders must meet the personal net worth criteria for the business to be eligible. Applicants cannot transfer ownership solely for the purpose of qualifying for the SBE Program. RTD will evaluate transfers of ownership within the past two years to determine compliance with the personal net worth requirements.

(c) To count a small business’ participation toward the goal established for this contract, the firm must be certified as a SBE with RTD Small Business Office and perform a “commercially useful function” as defined in this Attachment. Prime
contractors should also be sure that the SBE is certified as of the date that RTD receives this bid/proposal.

**SBE Category** means each of the following:

(a) SBE Category 1: SBEs with gross receipts less than $1 Million;
(b) SBE Category 2: SBEs with gross receipts between $1 Million and $5 Million;
(c) SBE Category 3: SBEs with gross receipts between $5 Million and $10 Million; and
(d) SBE Category 4: SBEs with gross receipts in excess of $10 Million and less than 23.98 million

**SBE Enclosures** means the certificates and forms provided in Appendix B of this Attachment.

**SBE Goals** has the meaning given to it in Section 3.1 of this Attachment.

**SBE Liaison** means a representative of the Contractor with direct and independent access to the Contractor’s project manager and/or chief operating officer. This can be a collateral duty. The SBE Liaison has management responsibility for implementing, managing and reporting on achievement of the SBE Goals, ensuring compliance with 49 CFR Part 26, communicating to subcontracting businesses and developing supportive service activities at all tiers. The SBE liaison is also responsible for serving as the point of contact with RTD’s Small Business Office for all reporting, submission of properly completed forms/documents, and for responding to any compliance issues/matters.

**SBE Participation Report** has the meaning given to it in Section 3.10 of this Attachment.

**SBE Plan** means a required plan, prepared by or on behalf of the Contractor as required by RTD in the procurement documents that describes how the Contractor plans to satisfy requirements set forth in this Part B of the Attachment A.

**Small Business Office** or **SBO** means the RTD Department responsible for administering the SBE/DBE Programs.
2. OVERVIEW OF RTD’S SBE PROGRAM POLICY

RTD’s policy is to ensure nondiscrimination in the award and administration of the District’s construction contracts, professional service contracts, and in the procurement of common goods and services. The RTD Small Business Enterprise (SBE) program was created by RTD and adopted by its Board of Directors to ensure local participation of small businesses on locally funded projects. It is a race and gender neutral program. The Contractor shall comply with and implement requirements of RTD’s SBE Program and 49 CFR Part 26 in the award and administration of Subcontracts under this Agreement. The Contractor shall not discriminate on the basis of race, color, religion, national origin, sex, age, or disability in the administration and performance of this Contract. The Contractor shall ensure that the nondiscrimination clause(s) and flow-down provisions found in Section 4 of this attachment are incorporated in all SBE subcontract agreements regardless of tier. It is RTD’s intention to create a level playing field on which SBEs can compete fairly for locally funded contracts. Failure by the Contractor to comply with or implement these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as RTD deems appropriate. These legal remedies may include but are not limited to: withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the contractor from future bidding as non-responsible (see 49 CFR Part 26.13). RTD’s commitment to the SBE Goals is not intended to and shall not be used as a justification to discriminate against any qualified company or group of companies.

Additionally, it is important to note and restate applicable requirements of SBE firms: To be certified as a SBE, a firm must meet the business size eligibility requirements, personal net worth requirements and at least be 51% owned and controlled by individuals who are US citizens or permanent alien residents. The qualifying applicant(s) are required to submit proof of the owner(s) capability to perform the services for which they are requesting certification as well as execute the application and the Personal financial statement in the presence of a notary. RTD will make SBE certification decisions based on the facts as a whole.

The RTD SBE Certification Program is open to all businesses regardless of the race or gender of the owner(s) of the business. Eligible firms will be classified in one of the four categories of eligibility depending on their three (3) year average gross receipts, as follows:

Category 1: Approved firms with gross receipts less than $1 Million.

Category 2: Approved firms with gross receipts between $1 Million and $5 Million.

Category 3: Approved firms with gross receipts between $5 Million and $10 Million.

Category 4: Approved firms with gross receipts in excess of $10 Million and less than $23.98 Million.

A. The average annual gross sales for the past 3 years cannot exceed $23.98 million. This amount includes any affiliate businesses owned in whole or part by any applicant owner or stockholder regardless of their ownership interest.
B. The personal net worth of the qualifying owner(s) / stockholders of a SBE must be less than $1,320,000 (on an individual basis) - excluding the equity of the qualifying owner’s primary residence and the equity of the qualifying owner’s firm. At least 51% of the owners/stockholders must meet the personal net worth criteria for the business to be eligible. Applicants cannot transfer ownership solely for the purpose of qualifying for the SBE Program. RTD will evaluate transfers of ownership within the past two years to determine compliance with the personal net worth requirements. Additionally, the qualifying owner may be disqualified if there is evidence that he or she is not economically disadvantaged due to assets and resources that indicate an ability to accumulate substantial wealth based on specific factors, similar to those used by the Small Business Administration (SBA), that are set out in the DBE regulations. (see 49 CFR Part 26.67(b)).

C. To count a small business’ participation toward the goal established for this contract, the firm must be certified as a SBE and perform a “commercially useful function” as defined in this Attachment. The proposed SBE(s) must be certified as a SBE with RTD Small Business Office under proper NIGP classification that coincides with the scope of work that they will execute in the project. Prime contractors should also be sure that the SBE is certified as of the date that RTD receives this bid/proposal unless some other time frame is required by the nature of the project delivery method, project duration or when the SBE is approved by RTD to be added to the Contractor’s Schedule of Participation.

3. GENERAL REQUIREMENTS

A. SBE Goals and Good Faith Efforts

i) Unless otherwise indicated in the Contract or an addendum to the Contract, for Invitations for Bids (IFB), the contract will be awarded to the lowest responsive and responsible bidder. For Request for Proposals (RFP) with best value criteria, the contract will be awarded to the responsive and responsible proposer or proposers who best meet the Evaluation Criteria, cost and other factors considered (including SBE Program requirements and SBE approach/strategy). A bidder/proposer who fails or refuses to complete and return the required enclosures to this Attachment may be deemed non-responsive. For the purposes of the RTD SBE program, at times the SBE goal is dispersed amongst the 4 SBE categories to ensure equitable opportunities. Consequently, SBEs are able to compete with other SBEs of the same business size. The specified SBE participation goal applies to all post selection negotiations. The contractor’s commitment to the percentage of certified SBE utilization during the term of this contract will be stated in the SBE Affidavit (Enclosure 1A). All extensions, amendments, change orders and options of the contract are subject to review by RTD’s SBO. The SBO may determine that a modification may impact the Contractor’s ability to comply with its initial commitment. However, a partial waiver of the goal will not be considered until the end of the contract and the totality of the Contractor’s compliance efforts are assessed to determine its ability to comply with the initial commitment. The SBO will evaluate all decisions to
self- perform scopes of work where SBE availability was present, yet not solicited, not utilized or disregarded.

ii) RTD has specified the SBE Participation goal on this project as found in Appendix B Enclosure 1A - SBE Affidavit. If the SBE goal is dispersed amongst the 4 categories, the bidder/proposer must find SBEs certified in specific categories to meet the goal identified for that particular category. It is permissible for bidders/proposers to utilize SBEs in lower categories to meet the goal on the higher categories, however, bidders/proposers are not able to use SBEs from higher categories to meet the goal on lower categories, (ie. SBE category 4 goal can be met with SBEs certified in categories 1 through 4, yet SBE category 2 goal can only be met with SBEs certified in categories 1 and 2). Bidders/proposers must make adequate good faith efforts to meet this goal in order to be deemed as a responsive and responsible bidder. Award of the contract will be conditioned on meeting the requirements of this section. 49 CFR Part 26.53 and Appendix A of 49 CFR Part 26 shall serve as the criteria for evaluating compliance with the good faith efforts requirements. Additionally, bidders/proposers are required to solicit the support and assistance of RTD’s SBO if they are unable to meet the SBE participation goal assigned to this contract. The bidders/proposers can meet this requirement in one of two ways:

iii) First, the bidder/proposer can meet this goal by demonstrating and documenting their commitments for participation by SBEs for at least the total percentage identified above, or a percentage that exceeds the goal for the project. 49 CFR Part 26.53 explains the procedures that recipients/agencies such as RTD should follow in this situation. For purposes of this section, RTD will only accept SBE(s) that are currently certified with RTD as a SBE under the NIGP code(s) that coincides with the scope of work that they will execute in this project. All SBEs must be certified prior to the bid/proposal submission, except in a “design-build” or “turnkey” contracting situation where RTD will explain its procedure in section 4 of this document. RTD requires that all bidders/proposers submit the following information to RTD, under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures:

a. The names and addresses of SBE firms that will participate in the contract; (please include SBE current certification letters issued by the RTD);

b. Description of the work that each SBE will perform. To count toward meeting a goal, each SBE firm must be certified in a NIGP code applicable to the kind of work the firm would perform on the contract; (this is RTD Enclosure 2 – SBE Schedule of Participation and Enclosure 3 - SBE Letter of Intent, also please include SBE current certification letters issued by RTD);

c. The dollar amount of the participation of each SBE firm participating; (This is included on RTD Enclosure 2 - SBE Schedule of Participation and Enclosure 3 - SBE Letter of Intent)
d. Written documentation of the bidder/proposer’s commitment to use a SBE subcontractor whose participation it submits to meet a contract goal; and (this is covered under RTD Enclosure 1A or 1B – SBE Affidavit as well as Enclosure 3 - SBE Letter of Intent)

e. Written confirmation from each listed SBE firm that it is participating in the contract in the kind and amount of work provided in the bidders/proposers’ commitment. (This is included on RTD Enclosure 3 - SBE Letter of Intent)

iv) Second, if the bidder/proposer does not meet the SBE goal identified in this contract, or is able to only meet part of this goal, they must document adequate good faith efforts. Appendix A to 49 CFR part 26 clearly states, “this means that the bidder must show that it took all necessary and reasonable steps to achieve a SBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient SBE participation, even if they were not fully successful.” Additionally, 49 CFR Part 26.53 explains the good faith efforts procedures that recipients/agencies such as RTD should follow when a bidder/proposer does not meet the goal.

The following are a list of information that bidders/proposers must submit as proof of good faith efforts along with RTD Enclosure 6 – Small Business Outreach and Enclosure 7 – SBE Unavailability Certification form. Bidders/proposers are expected to document adequate/sufficient good faith efforts to meet the SBE goal.

The kinds of efforts that are considered demonstrative of a “good faith” effort include, but are not limited to, the following:

a. Whether the bidders/proposers solicited through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified SBEs who have the capability to perform the work of the contract. The bidders/proposers must solicit this interest within sufficient time to allow the SBEs to respond to the solicitation. The bidders/proposers must determine with certainty if the SBEs are interested by taking appropriate steps to follow up initial solicitations.

b. Whether the bidders/proposers selected portions of the work to be performed by SBEs in order to increase the likelihood that the SBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate SBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

c. Whether the bidders/proposers provided interested SBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

d. Whether the bidders/proposers negotiated in good faith with interested SBEs. It is the bidder’s responsibility to make a portion of the work available to SBE subcontractors and suppliers and to select those portions of the work or
material needs consistent with the available SBE subcontractors and suppliers, so as to facilitate SBE participation. The fact that a bidder/proposer may perform 100% of the work with its own workforce is not sufficient justification to fail to negotiate with SBEs or not to meet the SBE participation goal assigned to a project.

e. Evidence of such negotiation includes the names, addresses, and telephone numbers of SBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for SBEs to perform the work.

f. Whether the bidders/proposers made efforts to assist interested SBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

g. Whether the bidders/proposers made efforts to assist interested SBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

h. Whether the bidders/proposers effectively used the services of available minority/women community organizations, contractors’ groups and other organizations to provide assistance in the recruitment and placement of SBEs, including RTD’s SBO.

i. Whether other bidders/proposers on the procurement met the SBE goals and submitted an acceptable SBE Plan demonstrating compliance with the SBE Program requirements for a design-build project.

j. Bidders/proposers are required to submit copies of each SBE and non-SBE subcontractor quote submitted to them when a non-SBE subcontractor was selected over a SBE for work on the contract so RTD SBO can review whether SBE prices were substantially higher; and contact the SBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to SBEs requesting bids are not alone sufficient to satisfy good faith efforts. A bidder/proposer will not be deemed to demonstrate good faith if it rejects a SBE simply because it is not the low bidder, or if it is unable to find a replacement SBE at the original price. It is important to note that a complete good faith efforts procedure is described under 49 C.F.R. §26.53 for further guidance and review.

v) All good faith efforts information must be complete and accurate and adequately documented by the bidders/proposers prior to the execution of this contract.

To award a contract to a bidder/proposer that has failed to meet the SBE contract goals, the RTD SBO Manager will decide whether the contractor made a “good faith” effort to actively, effectively and aggressively seek SBEs to meet those goals prior to bid/proposal submission and in its commitments as set forth in their Schedule of Participation or SBE Plan to continue its efforts to meet the SBE participation goals for subsequent phases of the project. Contractors are also
responsible for collecting good faith effort documentation of all major non-SBE subcontractors/suppliers as part of their responsibility to implement the SBE Program. If, after reviewing the “good faith efforts” documentation submitted by the bidder/proposer, the RTD SBO Manager determines that good faith efforts were met, the contract will be recommended for award to the responsive and or responsible bidder/proposer.

vi) If RTD determines that the apparent successful bidder/proposer has failed to meet the SBE goal or make adequate/sufficient good faith efforts, before awarding the contract, RTD will provide the bidder/proposer an opportunity for administrative reconsideration.

a. The bidder/proposer will be informed in writing that their submittal was deemed non-responsive to the Attachment A requirements and will not be considered for contract award. The bidder/proposer may appeal the decision of the RTD SBO Manager to the reconsideration official(s). If the bidder/proposer wishes to appeal, they must do so in writing to the RTD Senior Manager of Materials Management within 5 business days of being informed of the decision of the RTD SBO Manager that their submission was non-compliant. As part of this reconsideration, the bidder/proposer must have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so.

b. If the decision of the SBO Manager is appealed in writing, within the 5 day submission window, the reconsideration official(s) will review the documentation initially submitted by the contractor – and no other information - under this Section to decide whether the SBE requirements have been satisfied through “good faith efforts”. The reconsideration official will be a member of RTD staff who did not take part in the initial “good faith” effort decision.

c. If the written appeal request is received after the 5 business day submission window, it will be disallowed and the determination of the RTD SBO Manager that the submission was non-compliant will stand.

d. The bidder/proposer will have the opportunity to meet in person with RTD’s reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so.

e. If the reconsideration official(s) determines that “good faith efforts” were met, the contract will be recommended for award to the contractor. If the reconsideration official(s) determines that the contractor has failed to meet the good faith effort requirements, the contractor will be informed in writing. RTD will send the bidder/proposer a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so.

f. The result of the reconsideration process is not administratively appealable to the Department of Transportation.
g. The reconsideration official will review the documentation initially submitted – and no other information - under this Section to decide whether the SBE requirements have been satisfied through good faith efforts.

B. **MULTI-YEAR AND DESIGN BUILD PROJECT REQUIREMENTS**

In a negotiated procurement, including design-build procurement, the Bidder/Proposer may make a contractually binding commitment to meet the goal at the time of bid or proposal submission or the presentation of initial proposals. To be considered a responsive bidder/proposer, when a SBE goal is specified for design-build projects, a bidder/proposer must meet the goal referred to in the bid specification by committing to meet the SBE participation goal for each phase of the design build process in its SBE Plan, specifically identifying certified SBE firms that will be performing services or providing supplies in the first year of the design/build contract (in both the design and construction phases, as applicable) and Attachment A enclosures or make a good faith effort to attain the goal. The documentation evidencing good faith efforts shall be submitted with the bid/proposal. At a minimum, the bidder/proposer must identify the value of both the design and construction services to be spent during the first year (unless a greater timeframe is specified/required in the instructions to bidders/proposers).

C. **SBE PLAN**

The SBE Plan & Program is the Proposer’s written approach and strategy to the overall administration of their SBE Program (including the expectations of the lower tier SBE contractors). Proposers will be required on all turnkey, Multi-Year Design/Build projects, alternative methods contracts, as well as other specified projects to submit a comprehensive detailed SBE Plan & Program with their proposal. The SBE Plan & Program is subject to the SBO’s approval and must comply with several provisions as defined under 49 CFR Part 26 requirements. The SBE Plan & Program must minimally incorporate the first two years of the Contract and will be required to cover each phase (i.e. design and construction phases) of the project.

If the Proposer is selected, upon NTP the successful Contractor will be required to formalize and use as basis the proposed SBE plan submitted with their RFP to implement their official Contractor SBE Plan & Program. The Plan & Program must be reviewed and approved by the RTD SBO. Thereafter, the Contractor is required to prepare and submit to the SBO an updated SBE Plan & Program, on an annual basis throughout the project duration.

As it relates to the Proposer/Contractor, the SBE Plan & Program should be innovative and comprehensive and include the following program fundamentals listed below. It should be noted that the following is not an exhausted list as creativity, diversity and originality may cause change within the plan.

i) Submitting their overall subcontracting process and program;

ii) Describing how SBE participation will be solicited and incorporated into the Proposer’s overall procurement process;
iii) Promoting a level playing field and non-discrimination, by providing an open and transparent process;

iv) Identifying how the SBE Liaison Officer will be incorporated into the procurement process;

v) Incorporating mandatory federal non-discrimination clauses into each subcontract regardless of the tier (Must include the entire clauses included in Part A of Attachment A and cannot simply be a reference to another document);

vi) Describing a positive approach to business initiatives, support services, bonding assistance, mentoring programs, joint ventures, etc.;

vii) Defining Good Faith Efforts requirements and evaluation criteria for post award solicitation process;

viii) Identifying the SBE Plan & Program Annual Update Process;

ix) Describing the debriefing process, how bid selections are made and keeping record of each;

x) Describing the prompt payment and release of retainage provisions and ensure compliance with RTD requirements regardless of tier;

xi) Describing compliance with the removal, replacement, substitution and termination of SBEs as it relates to 49 CFR Part 26.53 (f) and the commitment to not include termination for convenience in any subcontract agreements, regardless of the tier, as this is inconsistent with federal regulations; and

xii) Describing the monthly reporting relationship with RTD’s SBO and compliance with overall reporting requirements.

D. SBE LIAISON

On a Multi-year project such as Design Build projects and other larger projects, RTD will require in the RFP that a Contractor designate a SBE Liaison. In lower value or shorter duration contracts, the SBE Liaison responsibilities may be a collateral responsibility. The SBE Liaison shall be responsible for the following:

i) Day-to-day operational components of the SBE Program;

ii) Effectively responding to and reporting to the SBO on the status of any SBE contractor/supplier;

iii) Submitting executed SBE subcontracts/purchase orders and any subsequent
material amendments thereto to the SBO within thirty (30) days of the Subcontractor Agreement Execution (however, no SBE shall commence any work or provide any material/supply without an executed subcontract/purchase order);

iv) Submitting a written monthly report detailing the activities and documentation of good faith efforts of the previous month;

v) Interfacing with the SBO regarding SBES’ issues and obtaining approvals for all SBE replacements, substitutions or terminations;

vi) Preparing, completing and submitting all required compliance documentation, inclusive of subcontract agreements, schedule of participation enclosure, monthly payment form (Form E); as well as submitting SBE Participation Reports;

vii) Ensure all contractual requirements of the SBE program inclusive but not limited to prompt payment, termination/substitution/replacement/reduction of scope, changes, non-discrimination are complied with and in their subcontract agreements with all of their subcontractors regardless of tier;

viii) Carrying out or implementing technical assistance activities so that the playing field is level for SBEs;

ix) A representative of the Contractor having management responsibility for implementing, managing and reporting on achievement of the SBE Goals, communicating subcontracting, business development and supportive services activity at all tiers, ensuring compliance with the non-discrimination provisions and the affirmative action and equal employment opportunity provisions;

x) Monitoring lower tier subcontractors and suppliers to ensure that they comply with the SBE Program requirements and the SBE Plan submitted by the prime contractor; and

xi) The SBE Liaison shall schedule monthly meetings between the Contractor and SBO to provide status updates and address goal attainment, issues or concerns.

E. COUNTING SBE PARTICIPATION

The SBE participation goal applies to the total value of all work performed under the contract which includes the value of all change orders, amendments and modifications. Any partial waiver determination will be made at or near the conclusion of the contract when the totality of the circumstances can be taken into consideration and the Contractor’s efforts can be objectively evaluated. To count SBE participation toward the goal established for this contract, the proposed SBE(s) must be certified as a SBE with RTD under the appropriate NIGP code(s) that coincides with the scope of work that they will execute on the project/contract. Additionally, the SBE firm must be certified as a SBE and perform a “commercially useful function” as defined in this Attachment. SBE certification does not, however, constitute a representation or warranty by the RTD as to the qualification of any listed firm. In accordance with 49 CFR Part 26, RTD will require the total SBE participation commitment to be achieved in accordance with the following:
i) SBE proposers can count themselves for self-performance toward meeting the SBE goal, but only for the scope of work that they are certified in as a SBE and at a percentage level they will be actually performing themselves with their own forces;

ii) Work actually performed by SBEs is deemed to include the cost of materials and supplies purchased and equipment leased by the SBE from non-SBE sources. Work subcontracted can only count if the subcontractor is another SBE;

iii) The entire fee or commission charged by a SBE, if reasonable and not excessive, will be counted;

iv) Each SBE must perform a "commercially useful function" to be counted toward the goal and at least 30% of the work must be performed by a SBE of the total cost of its contract for the SBE to be presumed to be performing a "commercially useful function";

v) Supplies or materials can only be counted for 60% of the total cost of the materials or supplies toward meeting the SBE goal and a SBE manufacture can count 100% of the cost of the materials or supplies toward the goal. Manufactures' representatives and packagers shall be counted in the same manner as brokers; and

vi) In utilizing the SBE participation of a Broker, only the bona fide fees and commissions earned by them for their performance of a commercially useful function will count toward meeting the project goals. The Proposer must separate the bona fide brokerage fees and commissions from the actual cost of the supplies or materials provided to determine the actual dollar amount of participation that can be counted towards meeting the goal.

F. JOINT VENTURES

i) A Joint Venture is an association of a SBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the SBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

ii) RTD will count toward its SBE goal a portion of the total dollar value of a contract with a joint venture equal to the distinct, clearly defined portion of the work of the contract that the SBE performs with its own forces toward the SBE goal(s) and such services/supplies/NIGP codes are approved for SBE participation credit. The joint venture agreement MUST specify the services, dollar value, reporting structure and details of the SBEs’ performance requirements associated with the percentage of the joint venture ownership.
4. FLOW-DOWN PROVISIONS

While no subcontractor will be considered a third party beneficiary to the Contract between RTD and the prime Contractor, RTD considers all subcontractors of every tier to be agents of the Contractor. Therefore, every contractor of every tier will be held to all the requirements of the Contract. With that understanding, the Contractor is well advised to conform all subcontracts to the terms and conditions found in the RTD Contract. Also, it would be wise to make the RTD Contract available to all subcontractors wanting to review it. At the very least, the Contractor must include the following provisions in their subcontract agreements with their SBE subcontractors as well as ensure that all tiered-subcontractors comply with this Section and insert the provisions of Sections 5., Prompt Payment provisions; 6., Joint Check Utilization; 7., SBE Removal/Termination/Substitution/Reduction of Scope provisions; and 8., Changes.

The contractor will be required to submit to the RTD Small Business Office all SBE subcontracts/purchase orders within 30 days of the execution of its contract with RTD or issuance of the notice to proceed (whichever occurs first). It is recommended that no SBE perform any service or procure any supply unless RTD’s SBO has a copy of the executed subcontract agreement or purchase order.

5. PROMPT PAYMENT OF SBE SUBCONTRACTORS

The Contractor shall ensure that:

i) each Contractor shall pay its respective SBE Subcontractors any undisputed amount owed to such Subcontractor within thirty (30) days of receipt of the subcontractor’s invoice by such Contractor, regardless of whether such Contractor has been paid for such invoice by RTD;

ii) approval of invoices is not unreasonably delayed and that invoices shall be either approved or rejected with written notice of deficiency or dispute to the payee SBE Subcontractor within ten (10) days of receipt of invoice by the Contractor; and

iii) each Contractor makes prompt and full payment of any retainage kept by such Contractor to its respective SBE subcontractors within thirty (30) days after such SBE’s work has been completed and accepted by the RTD’s Project Manager or by the Contractor, unless claim is filed against a subcontractor;

iv) Failure to comply with the above may give just cause to withhold payment from Contractor until payment to the SBE subs is satisfied. Depending on extent of failure to comply with the above, such failure may also be construed to be a breach of contract.

v) The Contractor shall ensure that tiered subcontractors comply with this Section and insert the provisions of this Section into all lower tiered subcontractor agreements with SBE firms.
6. **JOINT CHECK UTILIZATION**

A joint check is a two party check between a SBE, a prime contractor and a regular dealer of materials/supplies. All joint check arrangements with SBE subs must be pre-approved by the SBO and must strictly adhere to the joint check requirements set forth in USDOT guidance regarding same. At a minimum, the request must be initiated by the SBE to remedy a financial hardship for a specific period of time. There are monthly reporting requirements that must be complied with in order to receive SBE participation credit. The SBO will closely monitor the use of joint checks to ensure that the independence of the SBE firm is not compromised. Joint check usage will not be approved merely for the convenience of the prime contractor.

7. **SBE REMOVAL/TERMINATION/SUBSTITUTION/REDUCTION OF SCOPE FROM CONTRACT**

A Contractor must have good cause to remove/terminate/substitute/replace a SBE contractor and such removal/termination/substitution requires the consent and approval of RTD’s SBO. This section also includes reductions to the SBEs scope of services and/or commitment values. No SBE subcontract agreement may contain a “termination for convenience” clause/provision because any termination for convenience provision/clause is contrary to the objectives of this part and the objectives of 49 CFR Part 26. To initiate the termination, substitution, removal or replacement process with a SBE contractor/supplier (regardless of the tier), the Contractor or lower tier contractor/subcontractor must do the following:

i) Before transmitting to RTD’s SBO its request to terminate and/or substitute a SBE contractor, the contractor must give notice in writing to the SBE contractor and RTD SBO. The notice must include its request to terminate and/or substitute, replace and/or remove the SBE, the reason for the request and all documentation to support its claim. The Contractor must submit a copy of the notice and support documentation to RTD’s SBO at the time the original letter is sent to the SBE contractor;

ii) the Contractor must give the SBE contractor five (5) business days to respond to the notice and provide the SBO with reasons, if any, why it objects to the proposed termination of its SBE contract and why the SBO should not consent the Contractor’s action;

iii) RTD’s SBO will then open a formal investigation inclusive of review of all documentation, conduct interviews and site visits, if necessary. The Contractor carries the burden of proof to demonstrate good cause for the termination and/or substitution;

iv) If RTD’s SBO determines the Contractor has good cause to terminate the SBE firm, the SBO will provide written consent of SBE removal and the requirements to substitute work to another SBE firm. If RTD’s SBO finds that good cause does not exist to terminate the SBE firm, the SBO will provide a written denial of the request to terminate/replace the SBE contractor and will immediately request a corrective action plan from the Contractor. Please note that if a contractor elects
to terminate, substitute and or reduce the scope of work initially committed to a SBE without the approval or consent of the RTD SBO, this constitutes a material breach of a contract as set forth under 49 C.F.R. §26.13. This legal remedy may include but is not limited to: withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the contractor from future bidding as non-responsible (see 49 CFR Part 26.13).

v) For purposes of good cause to remove, replace, terminate or replace a SBE the following circumstances should exist: (1) failure or refusal by the SBE subcontractor to execute a written contract without good cause, (2) failure or refusal by the SBE subcontractor to perform the work of its subcontract in a way consistent with normal industry practice and the contractor has not acted in bad faith, (3) failure by the SBE subcontractor to meet the contractor’s reasonable bonding or insurance requirements, (4) insolvency, bankruptcy or credit unworthiness by the SBE subcontractor that creates a risk for the contract, (5) ineligibility by the SBE subcontractor to work on public works project because of suspension or debarment proceedings, (6) a determination by RTD that the SBE is not a responsible contractor, (7) voluntary withdrawal from the project by written notification that has been verified, (8) ineligibility to receive SBE participation credit for the type of work to be performed, (9) other documented good cause that compels the replacement of the SBE.

vi) When a SBE subcontractor is terminated with the approval of RTD SBO, or fails to complete its work on the contract for any reason, prime contractors are required to make good faith efforts to find another SBE subcontractor to substitute for the original SBE.

vii) Prime contractors must show that it took all necessary and reasonable steps to find another SBE to perform at least the same amount of work under the contract as the SBE that was terminated, to the extent needed to meet the contract goal RTD SBO has established for this project. 49 CFR Part 26.53 shall serve as the criteria for evaluating compliance with the good faith efforts requirements. Additionally, bidders/proposers are required to solicit the support and assistance of RTD’s SBO if they are unable to meet the SBE participation goal assigned to this contract.

viii) The good faith efforts shall be documented by the contractor. If RTD SBO requests documentation under this provision, the contractor shall submit the documentation to RTD SBO Compliance Officer within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and RTD SBO shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

ix) Prime contractors are required to comply with Good Faith Efforts procedures as defined under 49 CFR Part 26.53 and detailed under this Attachment. Prime contractors are required to comply with this section of the SBE requirements or any SBE program requirements and failure by the contractor to carry out the requirements of this part as they administer this contract is a material breach of contract, which may result in the termination of the contract or such other remedy
as the recipient deems necessary as set forth under 49 C.F.R. §26.13. The legal remedies includes, but is not limited to: withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the contractor from future bidding as non-responsible.

The Contractor shall ensure that tiered subcontractors comply with this Section and insert the provisions of this Section into all lower tiered subcontractor agreements, regardless of their certification status.

8. CHANGES
   i) The SBE participation goal shall apply to the performance/dollar value of all obligations under this Contract, including any Changes, Modifications, Amendments and Change Orders whether initiated by the contractor or RTD. Post award requests for partial waivers may be considered by RTD’s SBO, but a final determination shall not be rendered until the contract has been substantially completed and the Contractor demonstrates lack of ability to satisfy the SBE participation goal.
   ii) Changes to the value or scope of work committed to a SBE must be pre-approved by the RTD SBO and must be for good cause as set forth in the termination, substitution, replacement provisions set forth in this Attachment.

9. REQUIREMENTS OF ATTACHMENT A ENCLOSURES
   The Contractor must complete and return all applicable Enclosures in the forms set out in this Attachment with bid/proposal. All enclosures must also be submitted with the bid/proposal.
   i) The Enclosure 2, Schedule of SBE Participation must be submitted with the initial bid/proposal. Subsequent to the award of the contract, the prime contractor will be responsible for revising the initial Schedule of SBE Participation any time a new SBE is added to the project. The prime contractor must also submit a copy of the SBE certification letter to RTD SBO with any new SBE(s) added to the project. RTD will only accept and approve new SBE(s) that are currently certified with RTD under the NIGP code(s) that coincides with the scope of work that they will execute in this project.
   ii) The Enclosure 3, SBE Letter of Intent (LOI) must be submitted with the initial bid/proposal. Subsequent to the award of the contract, the prime contractor will also be responsible for submitting to RTD SBO individual SBE Letters of Intent for each new SBE that is added to the project after the award of the contract.
   iii) The Contractor completing the Attachment A Enclosures is advised to contact the RTD’s SBO main office at (303) 299-2111 if they have any questions or concerns prior to submitting bid/proposal documentation, unless otherwise specified in the bid/proposal that all questions must be submitted through RTD designated Procurement Officer. Additional Attachment A documentation will not be accepted after the contractor submits their bid/proposal to RTD, unless otherwise stated in the bid or proposal.
As a condition of the award, the contractor must use those SBEs listed to perform the specific work items or supply the materials as committed in the Enclosure 2 Schedule of SBE Participation and Enclosure 3 SBE Letter(s) of Intent (LOI) and the contractor is not entitled to any payment for work or materials performed by its own or any other forces if the work or supplies were committed to a SBE, unless it receives prior written consent by RTD Small Business Office for a replacement of the SBE for good cause.

Failure to submit all required SBE Enclosures may result in your bid or proposal being deemed non-responsive. Modification of any SBE Enclosure documentation after the bid due date without prior approval or consent from the RTD SBO may result in your bid/proposal being deemed non-responsive.

Periodically, after award of the contract, RTD’s SBO in conjunction with the contractor may determine that an enclosure is more beneficial with modifications or that an additional enclosure is necessary to more effectively report the status of SBE participation or performance and resolution of SBE concerns/issues. RTD has the right to ask for a modification. Such a revised enclosure shall be incorporated into contract as an additional requirement.

10. REPORTING, AUDITS, REVIEWS AND ORIENTATION REQUIREMENTS

i) The Contractor(s) are required to submit a report to RTD SBO on a monthly basis, on a form designated as the SBE Participation Report set out in Appendix A (Form of SBE Participation Report). The Contractor shall submit each completed SBE Participation Report to RTD’s SBO.

ii) The Contractor acknowledges that the RTD SBO has the right to independently confirm the information contained in the submitted SBE Participation Reports by soliciting such information from each SBE Subcontractor as may be required to verify payments received, distribution of payments received, subcontracting practices, participation credit, and sharing of resources/personnel. The Contractor shall not attempt to dissuade any such SBE contractor from disclosing any such information or cooperating in any investigation initiated by the SBO.

iii) The Contractor shall submit to RTD’s SBO a Subcontractors’ Participation and Payment Form documenting all payments made to all SBEs and non-SBEs on a form provided/approved by RTD’s SBO.

iv) The SBE contractor shall submit to RTD’s SBO a summary of payments received from its contractor, regardless of their lower tier, on a form approved by RTD’s SBO.

v) By committing to working on this RTD project which is subjected to SBE requirements set forth under 49 CFR Part 26, all SBE subcontractors participating in this project is therefore required to undergo a commercially useful function review or a SBE compliance review before their contract can be closed by RTD SBO. SBEs are required to fully cooperate with RTD’s SBO or its designee in the compliance review process. The commercially useful function review process will be initiated with a request for documents relating to contract performance and
management of the actual work performed on the contract. The scope and intensity of each commercially useful function review will depend on the specific facts and circumstances. The commercially useful function is purposed to verify the amount of SBE participation credit, to ensure that work is actually performed by the SBE consistent with the SBE Program requirements and/or to ensure that there is no activity engaged in by the SBE that would be inconsistent with the intent and objectives of the SBE Program. The commercially useful function review is more formal and will be initiated with an orientation/explanation process and closed out with a briefing and determination. The SBE subcontractor may be subjected to an informal compliance review by RTD’s SBO or its designee with or without notice. The informal compliance review will generally be conducted at the work site where RTD actually observes and assesses the services/supplies being provided by the SBE.

vi) The Prime contractor or any of its lower tier non-SBE subcontractors that is utilizing a SBE subcontractor may be selected for SBE compliance review to ensure that they are in compliance with the SBE Program requirements. This process will be initiated in a formal manner with written notice and instructions sent to the prime contractor or its major subcontractor. The process will conclude with a close-out interview or debriefing where the prime contractor or non-SBE subcontractor firm will be given an opportunity to refute the determination or add to any corrective action requested by RTD SBO. The contractor must cooperate with any SBE Program audit or compliance review. Failure to cooperate can result in part or all of the SBE participation credit being denied / removed from counting toward the SBE participation goal for the contract.

vii) All SBEs are required to participate in the RTD’s SBO SBE Orientation Program if awarded an RTD contract, subcontract or purchase order before commencing work or providing supplies on this contract. Failure to participate in the SBE orientation program may result in a denial of SBE participation credit for the project/contract. For good cause, the orientation may be delayed if pre-approved by RTD. SBEs may be required to repeat the orientation if there are changes to the SBE Program requirements, changes in the SBE regulations, changes in the SBE personnel, or if the SBE is experiencing challenges in complying with the reporting requirements.

viii) All contractors that perform under this contract are required to retain all records of participation on this project for seven (7) years from the completion of the project. This requirement flows down to all lower tier contractors and must be within their subcontract agreements.
ATTACHMENT A - SBE ENCLOSURE CHECKLIST

This checklist will help you verify that all the required enclosures are complete and submitted as required. Submit this checklist as the front page of your Attachment A Enclosures. Attachment A Enclosures are to be submitted with bid/proposal. Failure to submit a completed checklist with your Attachment A Enclosures may result in your proposal being deemed Non-Responsive. Modification of any Attachment A Enclosure prior to the official award of the contract will result in your proposal being deemed Non-Responsive. All Enclosures must be submitted with the bid/proposal. If you have any questions concerning the completion of any of the Enclosures, please contact RTD’s SBO main office at (303) 299-2111, unless otherwise specified in the bid/proposal that all questions must be submitted through RTD designated Procurement officer.

[ ] Enclosure 1A: SBE Affidavit
This form must be completed, signed and notarized by all Prime Contractors, whether SBE or not, to acknowledge the percentage of SBE utilization and SBE goal commitment in this project.

[ ] Enclosure 1B: SBE Prime Affidavit
This form must be completed, notarized and signed only if the bidder/proposer is a SBE submitting a proposal/bid as a Prime Contractor. This form, if applicable, must be submitted with a current SBE certification letter(s) from RTD to affirm SBE status.

[ ] Enclosure 2: Schedule of SBE Participation
This form must be submitted by all bidders/proposers including SBE prime contractors. This form must include a list of SBEs that the bidder/proposer intents to do business with if awarded this contract. It must contain the following information: names and addresses of certified SBE firms, the scope of work they are to perform in this contract, the applicable NIGP codes (found in their SBE certification with RTD) that coincides with the scope of work they will be performing in this contract, their projected start and finish date for work in this project as well as the dollar value of each proposed certified SBE contract. Subsequent to the award of the contract, the prime contractor will be responsible for revising the initial Schedule of SBE Participation any time a new SBE is added to the project. The prime contractor must also submit a copy of the SBE certification letter to RTD SBO with any new SBE(s) added to the project. RTD will only accept and approve new SBE(s) that are currently certified with RTD under the NIGP code(s) that coincides with the scope of work that they will execute in this project. The SBE firms listed on this schedule of SBE Participation cannot be terminated, substituted nor do we allow reduction of work without the final approval of RTD SBO.

[ ] Enclosure 3: Letter of Intent to Perform as a SBE Subcontractor
This form must be submitted by all bidders/proposers. Bidders/proposers must submit individual Letters of Intent for each SBE listed on their Schedule of SBE Participation. It must contain the following information: names and addresses of each individual certified SBE firm listed on the SBE Schedule of Participation, the scope of work the SBE is expected to perform in this contract, the applicable NIGP codes (found in their SBE certification with RTD) that coincides with the scope of work the SBE will be performing in this contract, the SBE’s projected start and finish date for work in this project and the dollar value for the proposed certified SBE contract. This form must be signed by both the proposer/bidder and the SBE subcontractor. Subsequent to the award of this contract, the prime contractor must submit this form with each additional new SBEs added to this contract.
[ ] Enclosure 4: Solicitation Statistics
This form is for statistical purposes only. All bidders/proposers along with all their proposed subcontractors, SBEs and non-SBEs must complete this form.

[ ] Enclosure 5: Employer Certification of Workforce
This form defines the make-up of the company’s workforce broken down by job categories, race and gender. This must be completed by every bidder/proposer as well as their subcontractors.

[ ] Enclosure 6: Small Business Outreach
This form provides current outreach program information for contracted prime and subcontractors.

[ ] Enclosure 7: Unavailability Certification
Bidders/proposers that did not meet the specified SBE goal identified in this bid/proposal or were only able to meet part of the SBE goal in this bid/proposal are required to complete this form. In addition to this form, bidders/proposers are required to document and submit adequate and sufficient good faith efforts as required under 49 CFR Part 26.53. If the SBE goal is met or exceed by the bidder/proposer, please indicate N/A.

[ ] Form E Monthly SBE Participation Report
This form must be submitted monthly by all prime contractors throughout the entire duration of the contract. This form needs to be submitted directly to the RTD SBO.
APPENDIX B- SBE ENCLOSURES
ENCLOSURE 1a- SBE AFFIDAVIT

THIS PAGE MUST BE COMPLETED BY ALL PRIME PROPOSERS/BIDDERS TO INDICATE THEIR PERCENTAGE OF SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION COMMITMENT.

RTD has specified a ___% SBE Participation goal on this project. Per 49 CFR Part 26 bidders/proposers must make adequate good faith efforts to meet this goal in order to be deemed as a responsive and responsible bidder. Award of the contract will be conditioned on meeting the requirements of this section.

Category 1 Recommended percentage: ___%
Category 2 Recommended percentage: ___%
Category 3 Recommended percentage: ___%
Category 4 Recommended percentage: ___%

THIS BIDDER/PROPOSER IS COMMITED TO MEETING ____________% - SBE (Small Business Enterprise) PARTICIPATION IN THIS CONTRACT

Category 1 Recommended percentage: ___%
Category 2 Recommended percentage: ___%
Category 3 Recommended percentage: ___%
Category 4 Recommended percentage: ___%

THIS PERCENTAGE RELATES TO SBE SUBCONTRACTING ONLY AND IS CONSISTENT WITH THE SMALL BUSINESS ENTERPRISE (SBE) STATEMENT LISTED IN THE BID/PROPOSAL FORM.

The undersigned contractor hereby agrees with the goal established for SBE participation and understands that they must comply with their SBE commitments in this project through subcontracting or entering into a joint venture with SBE(s) in conformity with the Requirements, Terms, and Conditions of this Attachment.

Business Name: ___________________________________________________________________
Contact Name: __________________________________________________________________
Address: _________________________________________________________________________
City, State, ZIP: __________________________________________________________________
Phone: _________________________________ Fax: ____________________________________

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING STATEMENTS ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF _________________________________ TO MAKE THIS AFFIDAVIT.

(Name of Business Entity)

__________________________________________  _________________________________________
(Date)   (Affiant Print Name)   (Title)
(Affiant’s Signature)

State of ________________________________:

City and County of ________________________________:

On this ______ day of ________________________, _______, before me, the undersigned officer, personally appeared ______________________________, known to me to be the person described in the foregoing Affidavit, and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

My Commission Expires: ________________________________

(Notary Public) (SEAL)
APPENDIX B- SBE ENCLOSURES
ENCLOSURE 1B- SBE AFFIDAVIT

THIS PAGE MUST BE COMPLETED BY THE SMALL BUSINESS ENTERPRISE PRIME CONTRACTOR
(PROPOSER/BIDDER)

I HEREBY DECLARE AND AFFIRM that I am the _______________________________________
(Title)

And duly authorized representative of (the firm of) ____________________________________
(Name of Corporation or Joint Venture)

whose address is ________________________________________________________________
____________________________.                                         (Telephone No.)

I hereby declare and affirm that I am a Small Business Enterprise (SBE) and am certified as of the date that the RTD
receives this bid/proposal and as defined by the Regional Transportation District in Attachment A for
_____________________________________________________ and that I will provide
(Contract number and name)

information and/or the certification to document this fact with this enclosure.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS
OF THE FOREGOING STATEMENTS ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON
BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

__________________________________________
(Affiant’s Signature)

State of ____________________________________________:

City and County of __________________________________:

On this __________ day of ________________________, ________, before me, the
Undersigned officer, personally appeared ____________________________, known to me to be the person
described in the foregoing Affidavit, and acknowledged that he (she)executed the same in the capacity therein stated
and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

My Commission Expires: ______________________________

(Notary Public) (SEAL)

Page 29 of 39

Civil Rights Version 2.0 March 10, 2016
APPENDIX B – SBE ENCLOSURES

ENCLOSURE 2 – SCHEDULE OF [SBE] PARTICIPATION

NAME OF CONTRACTOR: [•]

RTD Contract No.

Total Proposed Cost: US $______________________________

<table>
<thead>
<tr>
<th>SBE FIRM NAME</th>
<th>ADDRESS</th>
<th>TYPE OF WORK (ELECTRICAL, PAVING, ETC.) AND CONTRACT ITEMS OR PART THEREOF TO BE PERFORMED</th>
<th>NIGP code(s)</th>
<th>PROJECTED START &amp; COMPLETION DATES FOR SBE</th>
<th>AGREED PRICE TO BE PAID TO SBE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Please list all SBEs involved on the contract including the Prime Contractor if it is a SBE. All SBEs listed on this enclosure must be properly certified under the NIGP code(s) that coincides with the scope of work they will execute in this project. Work performed by SBEs for which they are not certified to perform will not count towards the SBE participation goal. A current RTD SBE certification for each listed SBE recorded on this schedule must accompany this enclosure. Failure to provide proof of current RTD SBE certification for any or all listed SBEs will eliminate such listed SBE’s participation, and work performed by such SBE will not count towards satisfaction of the SBE Goal. If additional pages are required to list all contracted SBE, photocopy this enclosure as required to make a complete list.

2. Contracts with SBEs for materials or supplies will be counted toward the SBE Goal as follows:

(i) Materials or supplies obtained from a SBE manufacturer will be counted at 100% toward the SBE Goal;

(ii) Materials or supplies obtained from a SBE regular dealer will be counted at 60% toward the SBE Goals. Please refer to 49 CFR §26.55 for specifics with respect to how SBE participation is counted toward SBE Goal; and

(iii) Materials or supplies obtained from a SBE broker firm only fees/commission will be counted toward the SBE Goal

Contractor must submit copies of all SBE subcontracts, purchase orders or change orders within 30 Days of execution of the notice to proceed. There may be exceptions to Design Build contracts, multi-year contracts and other alternative method contracts as SBEs are added throughout the course of the contracts and in some instances at different phases of the contract. SBE subs should not commence any work on this project without an executed subcontract agreement or purchase order. Failure to submit a copy of the subcontract agreement with a SBE sub to RTD may result in RTD not counting SBE participation towards the SBE goal.
APPENDIX B, ENCLOSURE 3 – LETTER OF INTENT TO PERFORM AS A SBE SUBCONTRACTOR

Contract No.

The undersigned [•] (the Contractor) intends to engage the undersigned SBE to perform work in connection with the Project pursuant to a contract (the SBE Contract) between the Contractor and the SBE as [check one]:

_______ an individual    _______ a corporation
_______ a partnership    _______ a joint venture

The SBE status of the undersigned SBE is confirmed on the attached schedule of SBE participation and represents a company that is certified as of the date on which the SBE Contract is executed.

<table>
<thead>
<tr>
<th>TYPE OF WORK AND CONTRACT ITEMS OR PART THEREOF TO BE PERFORMED</th>
<th>NIGP Codes</th>
<th>Projected Commencement Date</th>
<th>Projected Completion Date</th>
<th>Agreed Price to be Paid to SBE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

_______% of the Dollar value of the SBE Contract will be sublet and/or awarded to non-SBE contractors and/or non-SBE suppliers. The undersigned Proposer and the undersigned SBE will enter into the SBE Contract for the above work conditioned upon the Proposer’s execution of the Contract with RTD.

<table>
<thead>
<tr>
<th>NAME OF CONTRACTOR</th>
<th>NAME OF SBE FIRM</th>
</tr>
</thead>
<tbody>
<tr>
<td>OWNER/REPRESENTATIVE</td>
<td>OWNER/REPRESENTATIVE</td>
</tr>
<tr>
<td>ADDRESS</td>
<td>ADDRESS</td>
</tr>
<tr>
<td>EMAIL ADDRESS</td>
<td>EMAIL ADDRESS</td>
</tr>
<tr>
<td>SIGNATURE</td>
<td>SIGNATURE</td>
</tr>
<tr>
<td>TITLE</td>
<td>DATE</td>
</tr>
<tr>
<td>TITLE</td>
<td>DATE</td>
</tr>
</tbody>
</table>

Page 31 of 39

Civil Rights Version 2.0 March 10, 2016
APPENDIX B, ENCLOSURE 4 – SOLICITATION STATISTICS

RTD is required to create and maintain bidder statistics for all firms bidding on prime contracts and bidding or quoting Subcontracts on USDOT-assisted projects per 49 CFR Part 26.11. The Contractor is required to make copies of this form, send a copy with its initial contact to each Subcontractor (whether SBE or non-SBE) and require each Subcontractor to return a completed form with its Subcontract bid to the Contractor. The Contractor must submit all completed forms with each submission of SBE Enclosures to the SBO.

Firm Name:

Firm Address (Office Reporting):

Status as a SBE or Non-SBE (check one):

SBE _____  Non-SBE _____

Annual Gross Receipts of the Firm:  (check one):

U.S. $0 to U.S. $500,000_____  U.S. $500,000 to U.S. $1,000,000_____  U.S. $1 Million to U.S. $5 Million_____  
U.S. $5 Million to U.S. $10 Million_____  U.S. $10 Million to U.S. $23.98 Million_____  Above U.S. $23.98 Million_____  
U.S. $23.98 Million_____  

Age of the firm: ______

Signature: _________________________________________________________________

Name: ____________________________

Title: ____________________________

Date: ____________________________
### Appendix B, Enclosure 5 – EMPLOYER CERTIFICATION OF WORKFORCE

<table>
<thead>
<tr>
<th>Job Categories</th>
<th>Total Employees in Establishment</th>
<th>M = Male</th>
<th>F = Female</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total Employees Including Minorities</td>
<td>Total Male Employees Including Minorities</td>
<td>Total Female Employees Including Minorities</td>
</tr>
<tr>
<td></td>
<td>M</td>
<td>F</td>
<td>M</td>
</tr>
<tr>
<td>Officials &amp; Managers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionals</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technicians</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office &amp; Clerical/Admin Support</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Craft Workers (skilled)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operatives (semi-skilled)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service &amp; Maintenance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Workers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
DESCRIPTION OF JOB CATEGORIES

Officials and Managers – Occupations requiring administrative personnel who set board policies, exercise full responsibility for execution of these policies, and individual departments or special phases of the operations.

Professionals – Occupations requiring either college education or experience of such kind and amount as to provide a comparable background.

Technicians – Occupations requiring a combination of specific scientific knowledge and manual skill which can be obtained through about 2 years of post-high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training.

Sales – Occupations engaging wholly or primarily in selling.

Office and clerical – Includes all clerical-type work, regardless of level of difficulty, where the activities are predominately non-manual though some manual work directly involved with altering or transporting the products is included.

Craft Worker (skilled) – Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercises considerable independent judgment and usually requires an extensive period of training.

Operatives (semi-skilled) – Workers who operate machines or processing equipment or perform other factory-related duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

Laborers (unskilled) – Workers in manual occupations which generally require no special training perform rudimentary duties that may be learned in a few days and require the application of little or no independent judgment.

Service Workers – Workers in both protective and unprotected service occupations.

RACE/ETHNIC IDENTIFICATION

White (not Hispanic origin) – All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East

Black Americans (not Hispanic origin) – All persons having origins in any of the Black racial groups of Africa

Hispanic Americans – All persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race

Asian-Pacific Americans – All persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong

Subcontinent Asian Americans – All persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka

Native American – All persons having origins in any of the original peoples of North America, including American Indians, Eskimos, Aleuts, or Native Hawaiians
As part of RTD's ongoing outreach activities to the Denver-metro Small Business community, it is our goal to identify and to establish a relationship with the Small Business outreach programs sponsored by the prime and subcontractors we partner with.

The prime and all contracted subcontractors are requested to provide the following information pertaining to their current SBE outreach efforts – additional sheets may be used if necessary:

RTD Contract Name and Number:

Contract No. (the Contract).

Proposer:

__________________________________________________________________________________

Subcontractor – if applicable:

__________________________________________________________________________________

Disadvantaged Business Outreach Contact (if none, list contact for the Contract):

__________________________________________________________________________________

Phone: __________________ Fax: ______________________________

Email: ____________________________________________________________________________

Website: __________________________________________________________________________

Currently Sponsored Small Business Outreach Activities:

__________________________________________________________________________________

__________________________________________________________________________________

__________________________________________________________________________________

How can RTD assist you in your current Small Business outreach efforts?

__________________________________________________________________________________

__________________________________________________________________________________

Would you be interested becoming involved in current and future RTD-sponsored outreach activities and committees: [ ] Yes [ ] No

If so, how? ________________________________________________________________________

__________________________________________________________________________________
APPENDIX B, ENCLOSURE 7– SBE UNAVAILABILITY CERTIFICATION

I, ______________________________________, ___________________________,
Name Title
of ___________________________________________, certify that [the Contractor], made the following efforts
to meet the SBE Goals on Regional Transportation District Contract No. for the Project:

[Please attach any additional efforts that do not fit on this form]

- A Contractor representative attended the pre-bid meeting. Yes ______ No ______
- Newspaper Advertisement Log: (attach copies of ads)

<table>
<thead>
<tr>
<th>Newspaper/Publication</th>
<th>Type of Publication Minority/General/Trade</th>
<th>Dates of Advertisement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Selected portions of the work to be performed by [SBEs]

<table>
<thead>
<tr>
<th>Work Categories</th>
<th>Type of Bid (Subcontractor or Supplier)</th>
<th>Contractor's Estimated Budget</th>
<th>Additional Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Made efforts to assist interested SBEs in obtaining bonding, lines of credit, insurance or any necessary
equipment, supplies, materials, etc.
- [List any specific offers made by Contractor]
- Solicited the following SBEs

<table>
<thead>
<tr>
<th>Date Contacted</th>
<th>Name of SBE Firm</th>
<th>Contact Person</th>
<th>Phone #</th>
<th>Work Category</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Followed up with initial contacts

<table>
<thead>
<tr>
<th>Date</th>
<th>Name of SBE</th>
<th>Phone #</th>
<th>Bidding (Yes or No)</th>
<th>Additional Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Contacted the following other agencies, organizations in recruitment of SBE including RTD:

<table>
<thead>
<tr>
<th>Date</th>
<th>Organization</th>
<th>Phone #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

As shown by the documentation provided to RTD, we feel that we have made good faith effort to attain the SBE Goals.

Signature: _______________________________________

Date: ________________________
### *SAMPLE* FORM E – MONTHLY SBE PARTICIPATION REPORT *SAMPLE*

**DENVER REGIONAL TRANSPORTATION DISTRICT**

**PRIME CONTRACTOR MONTHLY REPORT**

**FORM E REPORT OF PAYMENTS TO DBEs**

**CONTRACT INFORMATION**

- **Original Contract Value:** $ -
- **Change Orders Values:** $ -
- **Current Contract Value:** $ -
- **Total Payments Received To Date:** $ -
- **Payments Received This Month:** $ -

**Contract Duration:**

**Contract No.:**

**Report for Month of:**

**Name and Location of Project:**

**Name and Address of Prime Contractor:**

**Respond “Yes” or “No” to the Questions Below:**

- Did your firm or an affiliate rent or lease equipment or issue a joint check to a DBE?
- Did any DBE utilize employees (or former employees) of your firm or an affiliate?
- Did any DBE subcontract any portion of its work to a non-DBE since the last report?
- Has the scope of work or subcontract amount changed for any DBE since the last report?

<table>
<thead>
<tr>
<th>Name of DBE Subcontractor</th>
<th>Project Task</th>
<th>DBE or Non-DBE</th>
<th>Original Contract Amount</th>
<th>Original Contract % of Payment</th>
<th>Payment This Month</th>
<th>Billed This Month</th>
<th>Total Payments</th>
<th>Pending C.O.’s Amount</th>
<th>C.O. Date</th>
<th>Overall Work % Completed</th>
<th>Contract P.O. Submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**COMMENTS:**

- **Prime Contractor:**
- **Compliance Officer:**
- **Telephone:**
- **Signature:**
- **Date:**

*By signing this form, I personally and on behalf of the contractor affirm that the information presented in this document is truthful, accurate, complete and not misleading.*

**SEND COMPLETED FORM TO:**

SBO Office
Regional Transportation District
1600 Blake Street BLK-31, Denver, Colorado 80202; Fax: 303-298-2060

If you need assistance in filling out this form, please contact (303) 298-2111

**Civil Rights Version 2.0 March 10, 2016**
PART 3

SCOPE OF WORK/SERVICES/TECHNICAL SPECIFICATIONS
PART 3

SCOPE OF WORK/SERVICES/TECHNICAL SPECIFICATIONS

DEFINITIONS AND INTRODUCTORY PROVISIONS

1.0 GENERAL SUMMARY OF WORK/SERVICES

A. The Contractor will manage and operate fixed-route bus service; appropriately maintain a fleet of Revenue Vehicles in compliance with DOT, RTD and vendor specifications and standards; and provide, operate, and maintain all non-revenue vehicles necessary for operations and maintenance support. The Contractor must also provide an appropriately trained workforce, and provide equipment (except those items provided by RTD in accordance with the Contract) needed to operate the Revenue Vehicles in Revenue Service over the routes and according to the schedules established by RTD.

B. The Contractor must provide safe, clean, reliable, customer-oriented, accessible and professional public transportation services as described herein. The fixed-route transit service provided must be equal in quality to the service provided by RTD so as to be transparent to the passenger and the public. RTD service is defined as all bus and rail service operated by RTD or any private contractor. Accordingly, the Contractor must adhere strictly to acceptable performance standards as determined by RTD. The Contractor acknowledges that failure of the Contractor to adhere strictly to such performance standards causes an adverse reflection on RTD and the Contractor and provides an unacceptable level of service to its customers.

C. The Contractor must work in partnership with RTD and must develop and maintain positive and constructive working relationships with RTD customers. RTD customers include, but are not limited to, bus and light rail passengers, pedestrians, state and local governments, schools and businesses, members of the community, RTD taxpayers, and personnel of RTD and its private contractors. The Contractor must encourage a culture of mutual respect, teamwork and support between the Contractor and RTD.

D. Except as specifically provided herein, the Contractor must furnish all resources (personnel, equipment, support vehicles, facility improvements, etc.) required to provide the services described in the Attachments to this Part, and as detailed in the Contractor’s response to the RFP for this work. Attachments to this Part are as follows:

<table>
<thead>
<tr>
<th>Attachment</th>
<th>Subject</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Applicable Standards</td>
</tr>
<tr>
<td>2</td>
<td>Minimum Technical Qualifications and Personnel</td>
</tr>
</tbody>
</table>
2.0 DEFINITIONS

Listed below are definitions and acronyms and RTD-specific terms that are used throughout the Contract. Article 1 of the Terms and Conditions provides definitions of additional terms used throughout the Contract:

(1) **ADA.** Americans with Disabilities Act of 1990, as it may be amended from time to time (See 3.F below)

(2) **AVL.** Automated Vehicle Locator

(3) **CDL.** Commercial Driver’s License (See 3.H.2 below)

(4) **DOT.** Department of Transportation. Federal agency responsible for transportation issues.

(5) **DVIR.** Driver’s Vehicle Inspection Report (49 C.F.R. Part 396)

(6) **FMCSR.** Federal Motor Carrier Safety Regulations
(7) **FTA.** Federal Transit Administration, the administrative office of the Department of Transportation that provides stewardship of federal funds for public transportation.

(8) **INS.** Immigration & Naturalization Service, the federal agency responsible for protecting and enforcing US immigration laws.

(9) **MRS.** Maintenance Reporting System

(10) **MVR.** Motor Vehicle Record

(11) **NTD.** National Transit Database. Nation’s primary source for information and statistics on the transit systems in the US.

(12) **OTP.** On Time Performance

(13) **Block Number.** A number used in identifying a particular time space of a bus on a route.

(14) **Competitive Services.** The Division of RTD Contracted Services that has direct oversight for the fixed route bus services contracted by RTD.

(15) **Deadhead.** A term used to describe a transit vehicle proceeding to or from a route.

(16) **Dispatcher.** The person responsible for knowing all transit vehicle movements and who is authorized to make necessary, immediate changes to routes or schedules to provide continuity of service.

(17) **Division.** A location from which transit service is operated. A division usually includes administrative offices, bus storage areas, and repair & servicing facilities.

(18) **Headway.** The time spacing or interval between buses on a particular route.

(19) **Hot.** A transit vehicle running ahead of schedule.

(20) **Interline.** A vehicle that operates on more than one route in the course of its run.

(21) **Layover.** A scheduled interruption of continuous operation of a bus in service to stay or to get back on schedule. Also referred to as recovery.

(22) **Liquidated Damages.** A fixed dollar amount that may be assessed to the Contractor due to Contractor’s failure to fulfill a Contract requirement.

(23) **Loop Extra.** Loop extra vehicles are assigned stand-by buses and are located throughout the service area to reduce or eliminate lost service caused by breakdowns,
lost operators, accidents & incidents, etc. These buses are assigned/voted in the runboard process and deployed just as a regular route bus.

(24) **Operator.** Driver of a Revenue Vehicle.

(25) **Performance Incentive.** A fixed dollar amount that may be paid to the Contractor based on the Contractor’s meeting/exceeding stated performance measures.

(26) **Revenue Service.** The period of time a bus is available to carry fare-paying passengers calculated from the first time point on the run to the last time point on the run.

(27) **Revenue Vehicle.** A vehicle used to provide fixed-route bus service while carrying fare-paying passengers.

(28) **Road Call.** A revenue service interruption caused by the failure of a mechanical element of a revenue vehicle.

(29) **Run.** A bus operator’s scheduled day’s work. A run is one or more pieces of work.

(30) **Runboard.** A list of all work scheduled from which operators vote work assignments. Runboard/Service changes are made periodically, usually in January, May, and August of each year.

(31) **Safety Sensitive.** Any individual responsible for the movement of any Revenue Vehicle.

(32) **Service Start Date.** The first day Revenue Service is provided under this contract.

(33) **Street Supervisor.** An employee of the transit system who supervises the daily functioning of the transit system to see that routes, schedules and operating rules are followed.

(34) **Terminal.** The starting or ending point of a route.

(35) **Time Point.** A location along a route for which the schedule specifies a time for the bus to pass.

(36) **Trailblazer.** The bus operator’s guide that details the rules, regulations and performance codes for providing transit services in the RTD system.

(37) **Train Card.** A card or sheet containing the specific time schedule and other information for a particular bus on a specific route.
(38) **Transfer.** A form of ticket that allows a passenger to continue a trip within a specified time without paying any additional fare, except for a higher priced service.

(39) **Trip.** Travel from one terminal to another on a route.

(40) **Work.** The services to be performed as outlined in the Scope of Work/Services
PART 3
ATTACHMENT 1

APPLICABLE STANDARDS

It is the Contractor’s obligation and duty to remain apprised of all applicable laws, rules, regulations and ordinances that may affect the Work. RTD inspection and/or audit of the Work, as specified in this Contract, must not in any way absolve the Contractor of this duty and obligation. The Federal, State and local laws, rules, regulations, and ordinances and agency requirements applicable to the delivery of the Work include, but are not necessarily limited to, the following:

A. Contract Terms and Conditions.
B. Scope of Work/Services/Technical Specifications, including all attachments.
C. Section I, Article 9, of Title 32 of the Colorado Revised Statutes.
D. FTA Specifications for furnishing National Transit Database Information (NTD).
E. The RTD Trailblazer, Transportation Bulletins, Maintenance Bulletins, and Contracted Bus Service Bulletins and Procedures.
H. The Federal Motor Carrier Safety Regulations as prescribed by the U.S. Department of Transportation Federal Motor Carrier Safety Administration including, but not limited to, the following subchapters.
   2. Qualification of Drivers: 49 C.F.R. Part 391
   3. Hours of Service: 49 C.F.R. Part 395
4. Inspection, Repair, and Maintenance: 49 C.F.R. Part 396

5. Parts and Accessories Necessary for Safe Operation: 49 C.F.R. Part 393

PART 3

ATTACHMENT 2

MINIMUM TECHNICAL QUALIFICATIONS AND PERSONNEL

Contractor must meet the minimum technical qualifications listed below for determination of being technically responsive and responsible. Those that do not meet the below listed minimum qualifications may not be considered further.

A. Experience of Firm: The firm (or general partner of the firm) must have five (5) or more years of recent (within the last 7 years) and relevant experience in providing regularly scheduled, fixed route public transit bus service similar in scope, size and complexity to the Work to be performed.

B. Experience of Key Personnel to be assigned to this Project: Key personnel are required to have relevant direct experience managing at their proposed level at a property similar in scope, size, and complexity to the services being proposed. The key personnel proposed for this project must meet the requirements listed below. If a candidate does not meet the minimum qualifications, the proposer may request a review by RTD for acceptability. All key personnel must be assigned to this project on a minimum forty (40) hour per week basis, and must remain for a minimum of eighteen (18) months from the starting date of service on this project unless he/she resigns his/her employment with the Contractor.

1. On-site General Manager – requires three (3) or more years of recent (within the last 5 years) and relevant direct experience managing all aspects of a fixed route public transit service similar in scope, size, and complexity to the Work.

2. On-Site Operations Manager – requires three (3) or more years of recent (within the last 5 years) and relevant direct experience managing the operations of regularly scheduled fixed route public transit service similar in scope, size, and complexity to the Work.

3. On-Site Maintenance Manager - requires three (3) or more years of recent (within the last 5 years) and relevant experience managing the maintenance functions of a transit bus maintenance shop similar in scope, size, and complexity to the Work and with same or similar type of transit vehicles/equipment.

4. On-Site Safety Manager - requires three (3) or more years of recent (within the last 5 years) and relevant experience managing in their field of expertise at a transit bus property similar in scope, size, and complexity to the Work.
5. **On-Site Training Manager** - requires three (3) or more years of recent (within the last 5 years) and relevant experience managing in their field of expertise at a transit bus property **similar** in scope, size, and complexity to the Work.

If the current title of any proposed candidate is not synonymous with those listed, documentation must be provided detailing the equivalent combination of experience, knowledge, skills, abilities, and other characteristics that qualify the candidate for the position.

RTD reserves the right to approve the initial candidates and all proposed changes to the local key personnel positions noted, i.e., General Manager, Operations Manager, Maintenance Manager, Safety Manager, Training Manager, and other senior level proposed positions that the Contractor may name with different title designations. RTD reserves the right to approve any replacements in these positions during the term of the contract.

D. **Experience of Key Support Staff to assist with this Project**: Key support personnel that will provide management or consulting support on-site or from a remote office are required to have relevant direct experience managing in their field of expertise at a property **similar** in scope, size, and complexity to the Work. Key support staff must be identified along with their supporting role.

E. The Contractor must provide all personnel and human resource management to hire, train, and supervise operators, mechanics, service & cleaning personnel, and supervisory and administrative staff.

F. Initially, and upon request, the Contractor must provide an overall organization chart showing the level of staffing proposed to meet the Work requirements for start-up and annually for on-going operations. The organization chart must start at the corporate level and continue down to the lowest reporting level. The chart must indicate the number of each type of employee and job title. This chart must identify all required personnel, i.e. management, Street Supervisors, operators, mechanics, dispatchers, service/cleaning, support and administrative staff by full-time and part-time status.

G. Initially, and upon request, the Contractor must provide a description of each primary manager/supervisor’s job duties, how much control they will have over the operation at the local level, when they will be available, and how much of their time will be dedicated to the contract during the start-up and on-going operations.

H. The Contractor must maintain, at a minimum, all key personnel, administrative, supervisory, operations, maintenance and support staffing levels identified in organizational charts, position listings, or text in the Contractor’s response to the RFP (i.e., office management, supervisors, dispatchers, leads, operators, mechanics, etc.). Any reduction to the originally proposed staffing levels requires RTD approval. The Contractor must provide RTD written notification of any variance to the staffing levels.
that could impact service immediately upon the occurrence of such variance. The Contractor must accompany any such notification with a "recovery plan" that addresses personnel shortages.

I. The Contractor must not replace the General/Project Manager, the Operations Manager, the Maintenance Manager, the Training Manager or the Safety Manager without the written consent of RTD. The Contractor must submit the resume and qualifications of an acceptable replacement to RTD within thirty (30) days after notification of the Manager’s resignation/relocation.

J. RTD reserves the right to request the Contractor remove from activities associated with the Service Provider Contract any employee that fails to meet the performance standards for these positions as determined by RTD.

K. The Contractor will have a maximum of sixty (60) days to fill any vacant staff position (key personnel, office management, administrative, or support staff). Liquidated Damages may be assessed if vacant staff positions are not filled within 60 days.

L. In compliance with the Fair Credit Reporting Act, the Service Provider Contractor must complete a nationwide criminal background investigation (CBI) of each applicant for the position of operator, mechanic, service/cleaning, dispatcher, road supervisor, and support staff and must require all applicants to disclose any felony and misdemeanor convictions in the past seven (7) years. Operator CBI’s must be complete by the commencement of their revenue training. CBI must include all places of residence for the past seven years. (An out-of-country criminal history is not required based on the fact that the individual would require immigration clearance to be in the country, i.e. visa, green card, etc., that must be included in the employee file along with appropriate I-9 information). The Service Provider Contractor must evaluate the applicant’s prior convictions based on the criteria listed in Attachment 1.4-A. The Service Provider Contractor must establish procedures to ensure that employees/individuals report any subsequent felony and misdemeanor convictions received while working for the Service Provider Contractor.

The Contractor is required to obtain an RTD-issued employee photo ID badge for all Contractor employees. The Contractor must complete and sign the authorization form and instruct the employee to present the form to RTD personnel when the ID is produced at the RTD employee relations offices located at 1600 Blake Street. The initial employee photo ID badge will be no charge. Replacement photo ID badges will be invoiced at $25.00 each, payable by the Contractor, unless the old ID badge is returned to RTD at the time the replacement badge is issued or if the employee produces a police report verifying the badge was stolen. RTD will invoice the Contractor for replacement photo ID badges that are approved and produced. The employee photo ID badge is valid only for Contractor employees and no other family members. The Contractor must establish procedures for collecting the employee photo ID badge upon termination and return
same to RTD. Contractor may be liable for additional charges for photo ID badges for terminated employees that are not returned.

The Contractor may be required to submit requests for background checks prior to assigning revenue operators to routes that enter secure facilities (i.e. Buckley Air Force Base or Denver International Airport).
PART 3

ATTACHMENT 2A

CRIMINAL BACKGROUND CHECKS

Contractor shall conduct criminal background checks in accordance with Part 3, Terms and Conditions, Article 52.
PART 3

ATTACHMENT 3

TRANSITION AND START-UP

The Contractor must provide a comprehensive, detailed plan of how all transition and start-up tasks must be completed prior to the commencement of service. This plan must address the activities and procedures that will be followed to ensure the smooth transition and start-up of the service. The start-up plan must document recruitment and training schedules, acquisition of necessary equipment, leases or purchases of facility, permits, licenses, and all other activities necessary to implement a successful transit service program. This plan must include a detailed chronology/calendar and explanation of all items listed. The end date of the start-up plan is the Service Start Date.

A. The Contractor must address all milestones listed in paragraph N below in the transition/start-up plan chronology/calendar. These milestones will be used by RTD for proposal evaluation and will also be used by RTD during start-up as measurements of Contractor performance and ability to meet contract requirements. RTD will not provide monthly start-up payments, as may be proposed, if the start-up requirements and milestones are not met.

B. All additional personnel that will be utilized exclusively for the transition and start-up tasks and beyond the staff dedicated to the on-going operation of the Work must be identified individually by job description, qualifications, and utilization period.

C. Transition and Start-up activities of the Contractor must begin immediately upon Notice to Proceed and must be completed by the Service Start Date, May 14, 2017. The Contractor is responsible for carrying out an effective and smooth transition and start-up process, which will assure that it is capable of assuming responsibility for all required operations by the Service Start Date.

D. The service contained in the Scope of Work/Services is currently operated by First Transit and will expire on May 13, 2017. Transition of services is planned to coincide with the regular RTD service change process. Specific transition issues will be addressed during the start-up period. RTD will hold weekly meetings with the successful contractor commencing with the award of the contract. Detailed transition plans at the end of contract will be developed and communicated upon identification of the subsequent contractor.

E. Contractor must provide documentation verifying that the Contractor facility meets the requirements detailed in the Scope of Work/Services (see Part 3, Attachment 6, Facility Requirements), and must include the following:

1. A diagram/layout of the facility indicating areas dedicated to:
a) Maintenance functions, indicating location of general repair, running repair, bus wash, fueling, service and cleaning, tires, parts inventory, pits and/or lifts, fare collection, etc. Bus wash must include an under carriage wash function.

b) Vehicle parking. Parking areas and access drives must be paved. Indicate whether parking is inside or outside. NOTE: Outside parking will subject the vehicles to the dry/dusty and icy/snow/slushy climatic changes during the year as it relates to vehicle cleanliness. Also consider cold weather during the winter months as it relates to starting and pull out problems. RTD regulations stipulate that buses must not idle over three minutes at any time, other than to build up air. Idling in cold weather is regulated by RTD and also by some local municipalities.

c) Operations functions, indicating location of driver’s area, dispatch office, pull-out inspection station, training rooms, management offices, etc.

2. Identify the size, type and location of on-site fuel and fluid storage (RTD requires a minimum fuel tank capacity of 10,000 gallons). All fuel and fluid storage must meet Federal, State and local requirements. Identify procedures for hazardous materials storage and means of disposal.

3. Identify any part of the facility that is used by the Contractor or other organization for services other than those described in the Scope of Work/Services. Identify any positive and/or negative impacts this could have on the Work.

F. If the selected Group 27 Contractor is not the incumbent, the Contractor must provide a minimum of sixteen (16) hours of training for all Revenue Vehicle Operators who transition from the incumbent Contractor to the new Contractor. This training must include refresher operational training (see Part 3, Attachment 8, Training Requirements, for additional details). The refresher training must accommodate the work schedules of the existing employees and must be completed within ninety (90) calendar days after the Service Start Date.

All individuals hired for the position of Revenue Vehicle Operator with no prior RTD bus operating experience will be required to complete the full training requirements as detailed in Part 3, Attachment 8.

G. There are no minimum wages stated for this RFP. RTD represented employees and the bus operators of the current private contractors (First Transit and Transdev) are represented by the Amalgamated Transit Union (ATU) Local 1001 (RTD and First Transit) and Local 1772 (Transdev). The following is a summary of wages for RTD and the current private contractors.

Current RTD operator wages as of July 2016:
Starting wage – Part-time  $16.11/hour
Starting wage – Full-time  $16.11/hour
Top wage  $21.12/hour

Current RTD general repair mechanic wages as of July 2016:
Starting wage – Full-time  $22.09/hour
Top wage  $26.69/hour

Range of private contractor operator wages as of July 2016:
Starting wage – Full-time  $12.56-$14.12/hour
Top wage  $18.45-$19.77/hour

Range of private contractor mechanic wages as of July 2016:
C mechanic – starting wage  $13.50-$16.99/hour
C mechanic – top wage  $15.26-$20.45/hour
B mechanic – starting wage  $18.00-$19.57/hour
B mechanic – top wage  $19.00-$25.09/hour
A mechanic – starting wage  $20.00-$22.66/hour
A mechanic – top wage  $23.38-$31.25/hour

Benefits are calculated at approximately 30% F. The Collective Bargaining Agreement for the current Contractor, First Transit, will expire on November 30, 2017.

G. RTD will provide all Revenue Vehicles required for provision of service under this Contract. Details regarding the mix of vehicles included in this Contract are included in Part 3, Attachment 5.

H. The Revenue Vehicles are currently operated by the existing Contractor, First Transit. RTD will inspect the buses prior to the end of the existing Contract and the current Contractor will complete any needed repairs. A new Contractor may inspect the buses prior to the Service Start Date; however, RTD will have the final say regarding any repair work to be completed.

I. The buses provided for this contract will be transitioned to the Contractor on the evening prior to the Service Start Date.

J. Negotiation of available buses to be provided to the Contractor (if not the incumbent) for operator and mechanic training will occur after contract award. Assume two (2) 40-foot buses will be available. If additional buses are required for training, the Contractor must provide those buses.
K. The Contractor must provide all support vehicles necessary for on-street supervision, road relief efforts, and on-street maintenance service. Acquisition/delivery schedule for all support vehicles, including quantity and type, must be provided.

L. The Contractor will be compensated for reasonable start-up costs in accordance with the proposer’s RFP response. Costs will be paid on a monthly basis according to the payment schedule submitted by the successful proposer for specific monthly start-up costs. Monthly start-up costs must be priced separately in the Cost Proposal, and will become a part of the evaluation criteria for pricing. RTD will not provide monthly start-up payments, as requested/proposed, if the start-up milestone requirements and dates are not met.

M. RTD will pay start-up Revenue Vehicle diesel fuel costs as a pass through on a monthly basis. Contractor fuel costs must only include, and RTD will only reimburse, diesel fuel costs for buses used for training or in Revenue Service. RTD will not reimburse Federal fuel taxes.

N. RTD will monitor the milestones listed below. If the Contractor fails to meet these milestones, RTD, in its sole discretion, may assess Liquidated Damages, refuse to pay start-up costs, or terminate the Contract for default. These milestones will be monitored during the start-up phase at scheduled RTD/Contractor implementation meetings.

**Milestone #1 – Signed Contract** - Contractor must return signed contract to Contract Negotiator no later than 21 days following Notice to Proceed date. If proposer is the incumbent, the signed contract must be returned to RTD Contracts 60 days prior to the service start date.

**Milestone #2 – 14 Days After Notice to Proceed Date** – If proposer is not the incumbent, the on-site reporting in Denver for all start-up Contractor personnel (except as noted in next milestone) will be 14 days after the Notice to Proceed date.

**Milestone #3 – 21 Days After Notice to Proceed Date** – If proposer is not the incumbent, the approved General Manager, Operations Manager, Maintenance Manager, Safety Manager and Training Manager for the Denver operation must be physically present for start-up beginning 21 days after the Notice to Proceed date.

**Milestone #4 – 21 Days After Notice to Proceed Date** – If proposer is not the incumbent, the following activities must commence 21 days after the Notice to Proceed date: hiring and training of bus operator trainers, hiring and training of bus operators, hiring and training of mechanics and fueler/washers, hiring and training of dispatchers and Street Supervisors, hiring and training of all other support staff. RTD will provide two (2) buses for training purposes 21 days after the Notice to Proceed date. If Contractor chooses to provide additional buses for training purposes, said vehicles must be available 21 days after the Notice to Proceed date.
Milestone #5 – 21 Days After Notice to Proceed Date – If proposer is not the incumbent, the facility must be under contractual obligation by the Contractor and occupancy eminent beginning 21 days after the Notice to Proceed date.
- Time frame for remodeling/modifications to facility established
- Dates for maintenance shop equipment and fuel storage delivery and installations established
- Dates for delivery of support vehicles established

Milestone #6 – 60 Days Prior to Service Start Date – Submit draft System Safety Program Plan to the RTD Manager of Competitive Services.

Milestone #7 – 45 Days Prior to Service Start Date – Minimum of 50% of required operators hired and trained.

Milestone #8 – 45 Days Prior to Service Start Date – Minimum of 50% of required mechanics hired and trained.

Milestone #9 – 45 Days Prior to Service Start Date – Minimum of 50% of required dispatchers and street supervisors hired and trained.

Milestone #10 – 21 Days Prior to Service Start Date – Minimum of 90% of required operators hired and trained.

Milestone #11 – 21 Days Prior to Service Start Date – Minimum of 90% of required mechanics hired and trained.

Milestone #12 – 21 Days Prior to Service Start Date – 100% of required dispatchers and Street Supervisors hired and trained.

Milestone #13 – 21 Days Prior to Service Start Date – Facility remodeling/modifications at least 90% complete. Maintenance shop equipment and fuel storage on site. Minimum of 90% of support vehicles on site.

Milestone #14 – 7 Days Prior to Service Start Date – Submit final System Safety Program Plan to the RTD Manager of Competitive Services.

Milestone #15 – 7 Days Prior to Service Start Date – 100% of required operators hired and all training complete.

Milestone #16 – 7 Days Prior to Service Start Date – 100% of required mechanics hired and all training complete.

Milestone #17 – 7 Days Prior to Service Start Date – Facility fully equipped and operational. 100% of support vehicles received and ready for service.
Milestone #18 – 1 Day (or as directed) Prior to Service Start Date - Delivery of Revenue Vehicles for service. Vehicles must be picked up by the Contractor from designated Contractor or RTD facility.

Milestone #19 – Service Start Date – 100% of contracted Revenue Service implemented on schedule.

Milestone #20 – Weekly After Service Start Date (4 Weeks Minimum) – Contractor performance is evaluated for on-time performance, service disruptions, and adherence to contractual obligations.
PART 3
ATTACHMENT 4
ROUTE DESCRIPTIONS AND CHARACTERISTICS

GROUP 27
(Route maps and headways are contained in Attachment 22)

SERVICE SUMMARY

The Metro Local Routes include Route 1 (weekday), Route 3 (weekday), Route 6 (weekday, Saturday, Sunday), Route 8 (weekday, Saturday, Sunday), Route 10 (weekday, Saturday, Sunday), Route 12 (weekday, Sunday), Route 14 (weekday), Route 17 (weekday), Route 19 (weekday, Saturday, Sunday), Route 20 (Saturday, Sunday), Route 21 (weekday), Route 28 (weekday), Route 30 (weekday, Saturday), Route 30L (weekday), Route 31 (weekday, Saturday), Route 31L (weekday), Route 32 (weekday), Route 38 (weekday), Route 39L (weekday), Route 40 (weekday, Saturday, Sunday), Route 44 (weekday), Route 52 (weekday), Route 55L (weekday), Route 59 (Sunday), Route 65 (Sunday), Route 72L (weekday), Route 76 (weekday, Sunday), Route 80 (weekday), Route 80L (weekday), Route 87L (weekday), Route 92 (weekday, Saturday, Sunday), Route 104 (weekday), Route 112 (weekday, Saturday, Sunday), Route 120 (weekday), Route 128 (weekday), Route 157 (weekday), and Route 228 (weekday, Saturday, Sunday).

ROUTE DESCRIPTIONS

Route 1: 1st Avenue - This is basically an east-west route that operates primarily on 1st Avenue and also serves Downtown Denver. Its western terminus is at Allison Pkwy/Virginia St. (Lakewood Commons), and its eastern terminus is at Birch Street/Virginia Ave. This route serves the Knox LRT Station and Cherry Creek Shopping District.

Route 3: Alameda Avenue – This is basically an east-west route that operates primarily on Alameda Avenue. Its eastern terminus is at the Town Center at Aurora at Centrepoint & Sable, and its western terminus is either Federal Center Station. The route serves the Havana & Alameda Park-n-Ride, Buckingham Square shopping center, Windsor Gardens, Cherry Creek Shopping Center, the Alameda LRT Station, and the Belmar Shopping Center.

Route 6: East 6th Avenue/North Pecos – This is basically an east-west route that operates primarily on 6th Avenue. Its western terminus is at 12th/ Larimer and its eastern terminus is at the Town Center of Aurora at Centrepoint & Sable. The route serves Downtown Denver, Lowry Campus, and Aurora Medical Center North.
Route 8: North Broadway/Huron/Orchard Pkwy – This is basically a north-south route that operates primarily on Broadway and Huron streets serving the Denver Water Board, Downtown Denver, Coors Field, Laradon Workshop, the Denver Merchandise Mart, 70th & Broadway Park-n-Ride, the Denver Institute of Technology, the Northglenn Marketplace, and Wagon Road Park-n-Ride. Its northern terminus is at 144th/ Huron, and its southern terminus is at 13th/Welton or the Denver Water Board on select trips.

Route 10: East 12th Avenue – This is basically an east-west route that operates primarily on 12th Avenue and 6th Avenue. It provides service to Veterans Hospital, Rose Medical Center, Elitch Gardens, Downtown Aquarium, and Rockmont Park. Its eastern terminus is at the Community College of Aurora, and its western terminus is at the Colfax/ Federal Transit Center.

Route 12: Downing Street/North Washington – This is basically a north-south route that operates primarily on Downing and Washington Streets serving Louisiana/ Pearl Light Rail Station, Porter Hospital, Craig and Swedish Medical Centers, City Center Englewood, 30th/ Downing Light Rail Station, North Suburban Medical Center, Thornton Town Center, 106th/ Melody, and Wagon Road Park-n-Ride. Its northern terminus is at Wagon Road Park-n-Ride and its southern terminus is at the Englewood Light Rail Station.

Route 14: West Florida – This is basically an east-west route that operates primarily on Florida Ave. Its eastern terminus is the I-25 & Broadway Station, and its western terminus is at Lakewood Commons.


Route 19: North Pecos – This is basically a north-south route that has its northern terminus at 106th/ Melody and its southern terminus at 13th/ Welton. This route operates primarily on Pecos Ave. and serves Downtown Denver, Union Station, Water World, and the Northglenn Marketplace.

Route 20: 20th Avenue – This is basically an east-west route that provides service between the NREL (National Renewable Energy Lab) and the Anschutz Medical Campus. It operates primarily on 17th, 20th, and 23rd Avenues. Its western terminus is at NREL (I-70/ Denver West Parkway) and its eastern terminus is at the Anschutz Medical Campus (16th/Aurora Ct). It provides service to Denver West Office Park, Sloan’s Lake, Pepsi Center, Denver Union Station, Downtown Denver, East High School, Denver Zoo, Presbyterian and St. Joseph Hospitals.
Route 21: Evans Avenue – This is basically an east-west route that operates primarily on Evans Avenue. Its western terminus is Federal Center Station and its eastern terminus is Centrepoint & Sable at the Town Center at Aurora. It serves the St. Anthony Medical Campus, Green Mountain High School, Federal & Evans Transit Hub, the Evans Station, the University of Denver, Colorado Station and Gateway High School.

Route 28: 28th Avenue – This east-west route operates primarily on West 26th Ave. and East 29th Ave. It operates between the Central Park Station and Applewood Village Shopping Center (38th/Youngfield). It serves the Wheat Ridge City Hall, Downtown Denver, 30th & Downing Station, Manual High School, and City Park.

Route 30: South Federal - This north-south route operates primarily on Federal Boulevard. Its southern terminus is the Wadsworth/Hampden park-n-Ride, and its northern terminus is at Colfax-Federal Transit Center. Service is also provided to Kennedy High School, the Bear Valley Shopping Center, Lincoln High School, the Federal/Evans Transit Hub, Denver-Lutheran High School, Decatur-Federal Station, and the Colfax-Federal Transit Center.

Route 30L: South Federal Limited - Follows the same routing as the route 30, but makes exception stops only between Mississippi and 14th Avenue on Federal Boulevard.

Route 31: Federal Boulevard - This is a north-south route that operates primarily on Federal Boulevard. Its southern terminus is at Federal & Evans Transit Hub and its northern terminus is at Front Range Community College. Service is also provided to Kennedy High School, the Bear Valley Shopping Center, Lincoln High School, the Federal/Evans Transit Hub, Denver-Lutheran High School, Decatur-Federal Station, and the Colfax-Federal Transit Center.

Route 31L: North Federal Limited – This is a north-south route that operates primarily on Federal Boulevard, Pecos Street and I-25 and serves the Northwest Metro area. It operates from Grove/ 104th Ave. to Union Station. Service is provided to the 84th Avenue Neighborhood Health Center and to 70th & Broadway Park-n-Ride.

Route 32: 32nd Avenue/City Park – This east-west route operates primarily on 32nd Avenue on the west end, routes through Downtown Denver, and operates primarily on 23rd Avenue on the east end. Its western terminus is Applewood Village at Youngfield St. /38th Ave. Its eastern terminus is at 23rd/ Colorado. The route provides service to Wheat Ridge High School, Lutheran Medical Center, City Park, Denver Zoo, and the Museum of Nature and Science.

Route 38: West 38th Avenue – This is basically an east-west route that operates primarily on 38th Avenue. Its western terminus is 38th/ Youngfield, and its eastern terminus is 21st/ Champa. The route serves the Lutheran Hospital, and Downtown Denver.
Route 39L: North Colorado Limited – This is basically a north-south route that operates primarily on Colorado Blvd., 104th Avenue, and I-25. Its northern terminus is at Summit Grove Pkwy/Harrison St. and its southern terminus is Market Street Station. This route serves Thornton Recreation Center, 104th & Washington Park-n-Ride, Denver Union Station, and Downtown Denver.

Route 40: Colorado Boulevard – This is basically a north-south route that operates primarily on Colorado Boulevard between the southern terminus at Southmoor Station and the northern terminus at 60th Avenue/Dahlia Street. It also serves the University Hills Shopping center, Colorado Station, the Denver Zoo, the Museum of Nature and Science, and National Jewish Health.

Route 44: 44th Avenue – This east-west route operates primarily on West 44th Avenue and East 40th Avenue between the 40th & Colorado Station and the Applewood Village shopping center at 38th Ave. & Youngfield. It serves the Lakeside Amusement Park, Denver Union Station, Downtown Denver, and 40th/ Colorado Station.

Route 52: West 52nd Avenue/South Bannock - This basically north-south route serves the Northwest Metro area from Ward Rd/ 64th to Alameda Station. Selected trips extend the route west to 68th Avenue/Highway 93. The route serves the Denver Health Medical Center, Downtown Denver, Regis University, and Olde Town Arvada Park-n-Ride. It operates primarily along West 58th Avenue, West 52nd Avenue, West 50th Avenue, and Bannock Street.

Route 55L: Olde Town Arvada Limited – This is basically an east-west route that operates on Wadsworth bypass and on I-70 and utilizes the I-25 HOV lane. Its northern terminus is at Olde Town Arvada Park-n-Ride and its southern terminus is at Denver Union Station.

Route 59: West Bowles – This is basically an east-west route that operates primarily on West Bowles Avenue. Its eastern terminus is at the Littleton Downtown Station, and its western terminus is at Southwest Plaza. On select trips this route will terminate at West Coal Mine Avenue and Simms Street. The route serves Dakota Ridge High School, Powderhorn Elementary School, Summit Ridge Middle School, Southwest Plaza, and Grant Ranch.

Route 65: Monaco Parkway - This is basically a north-south route that serves the East Metro area from the Central Park Station along Martin Luther King Boulevard and Monaco Parkway to Southmoor Station and Ulster & Tufts in the Denver Tech Center. It provides service to George Washington High School and on selected trips to Thomas Jefferson High School.

Route 72L: Quaker Street Via Ward Limited – This is basically a north-south route that operates on Quaker Street, West 74th Avenue, West 72nd Avenue, and Ward
Road and on I-70 and utilizes the I-25 HOV lane. Its northern terminus is at Quaker St./West Woods Circle and its southern terminus is at Denver Union Station. This route serves the Ward Road Park-n-Ride.

Route 76: Wadsworth Crosstown - This is basically a north-south route serving the Western Metro area primarily along Wadsworth Blvd. On weekdays, it operates from its southern at Southwest Plaza to its northern terminus at the US 36 & Broomfield Station. It serves Olde Town Arvada Park-n-Ride, the Arvada Center, Arvada High School, Lakewood-Wadsworth Station, Lakewood Commons, Alameda High School, and Wadsworth & Hampden Park-n-Ride.

Route 80: 80th Avenue Crosstown - This basically east-west route serves the Northern Metro area from its west side terminus at Wadsworth/80th Ave. to its east side terminus at Thornton Park-n-Ride. It serves portions of Arvada, Westminster, Federal Heights, and Thornton.

Route 80L: West 80th Limited - This basically east-west route serves the Northwest Metro area and operates from Alkire St./84th Ave. along 80th Ave. to Federal Blvd./US-36 and then on US 36 and I 25 to Denver Union Station.

Route 87L: South Wadsworth Limited - This basically north-south route serves the Southwest Metro area and operates from its southern terminus at Wadsworth & Hampden Park-n-Ride north to Wadsworth Boulevard/US-6 and then to its northern terminus at Civic Center Station.

Route 92: 92nd Avenue Crosstown - This basically east-west route operates primarily on 92nd Ave. from Webster Drive/84th Way in Westminster to Eppinger Blvd./Grant St. in Thornton to its eastern terminus at Summit Grove Parkway/Harrison St. It provides service to US 36 & Sheridan Station, Thornton Park-n-Ride, and the Thornton Recreation Center.

Route 104: West 104th Avenue – This is basically an east-west route that operates primarily along 104th Avenue. It operates from US 36 & Sheridan Station on the west to the 106th & Melody Transfer Center on the east. The route serves the Butterfly Pavilion, the Westminster Recreation Center, and the Northglenn Marketplace.

Route 112: West 112th Avenue – This basically east-west route operates primarily along 112th Avenue. Its western terminus is at the US 36 & Broomfield Station and its eastern terminus is at the 106th & Melody Transfer Center. This route serves the City & County of Broomfield Government Campus, Front Range Community College, and Northglenn Marketplace.

Route 120: 120th Avenue Crosstown - This basically east-west route operates primarily along 120th Avenue, Sable, and Bridge Street. Its western terminus is at the US 36 & Broomfield Station and its eastern terminus is at the Prairie Center Mall in
Brighton. This route serves the City & County of Broomfield Government Campus, the Academy of Charter Schools, Avaya, Wagon Rd Park-n-Ride, Prairie View High School, US 85 & Bridge St Park-n-Ride and the Adams County Justice Center.

Route 128: Broomfield/Wagon Road - This basically east-west route provides service from the US 36 & Broomfield Station through Broomfield via the Municipal Center and Midway Boulevard, and then travels east via 134th Ave. and Huron St. to the Wagon Road Park-n-Ride. It serves the Broomfield Recreation Center and Mountain Range High School.

Route 157: CCA/ Buckley – This is basically an east-west route that serves the Buckley Air Force Base, Aurora Municipal Center, and the Community College of Aurora. Its eastern terminal is at the Buckley Air Force Base Exchange (BX) and its western terminal is at Centrepoint & Sable Transfer Center.

Route 228: Louisville/Broomfield – This basically north-south route operates from its southern terminus at US 36 & Broomfield Station, through the Interlocken Business Park, into Louisville via Rock Creek Pkwy, McCaslin Blvd., South Boulder Road, and Via Appia to its northern terminus at South Boulder Road/Garfield. It serves Broomfield, Louisville, the Flatiron Crossing Mall, Rocky Mountain Airport, and the Louisville Recreation Center.
<table>
<thead>
<tr>
<th>ROUTE</th>
<th>DAYS</th>
<th>PEAK BUS REQUIRED</th>
<th>DAILY REVENUE</th>
<th>DAILY REVENUE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>AM</td>
<td>MID</td>
<td>PM</td>
</tr>
<tr>
<td>1</td>
<td>M-F</td>
<td>T</td>
<td>4</td>
<td>3</td>
</tr>
<tr>
<td>3</td>
<td>M-F</td>
<td>T</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>6</td>
<td>M-F</td>
<td>T</td>
<td>7</td>
<td>5</td>
</tr>
<tr>
<td>8</td>
<td>M-F</td>
<td>T</td>
<td>6</td>
<td>3</td>
</tr>
<tr>
<td>10</td>
<td>M-F</td>
<td>T</td>
<td>13</td>
<td>10</td>
</tr>
<tr>
<td>12</td>
<td>M-F</td>
<td>T</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>14</td>
<td>M-F</td>
<td>T</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>17</td>
<td>M-F</td>
<td>T</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>19</td>
<td>M-F</td>
<td>T</td>
<td>6</td>
<td>5</td>
</tr>
<tr>
<td>21</td>
<td>M-F</td>
<td>T</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>28</td>
<td>M-F</td>
<td>T</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>30</td>
<td>M-F</td>
<td>T</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>30L</td>
<td>M-F</td>
<td>T</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>31</td>
<td>M-F</td>
<td>T</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>31L</td>
<td>M-F</td>
<td>T</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>32</td>
<td>M-F</td>
<td>T</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>38</td>
<td>M-F</td>
<td>T</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>39L</td>
<td>M-F</td>
<td>T</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>40</td>
<td>M-F</td>
<td>T</td>
<td>12</td>
<td>9</td>
</tr>
<tr>
<td>44</td>
<td>M-F</td>
<td>T</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>52</td>
<td>M-F</td>
<td>T</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>55L</td>
<td>M-F</td>
<td>T</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>72L</td>
<td>M-F</td>
<td>T</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>76</td>
<td>M-F</td>
<td>T</td>
<td>5</td>
<td>2</td>
</tr>
<tr>
<td>80</td>
<td>M-F</td>
<td>M</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>80L</td>
<td>M-F</td>
<td>T</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>87L</td>
<td>M-F</td>
<td>T</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>92</td>
<td>M-F</td>
<td>T</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>104</td>
<td>M-F</td>
<td>M</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>112</td>
<td>M-F</td>
<td>M</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>120</td>
<td>M-F</td>
<td>T/M</td>
<td>4</td>
<td>3/1</td>
</tr>
<tr>
<td>128</td>
<td>M-F</td>
<td>T/M</td>
<td>3</td>
<td>1/2</td>
</tr>
<tr>
<td>157</td>
<td>M-F</td>
<td>T</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>228</td>
<td>M-F</td>
<td>T/M</td>
<td>3</td>
<td>1/2</td>
</tr>
</tbody>
</table>

denotes 30' medium-duty
M bus
denotes 40' transit coach
<table>
<thead>
<tr>
<th>Day</th>
<th>Stop</th>
<th>Type</th>
<th>Length</th>
<th>Route</th>
<th>Time</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>SAT</td>
<td>T</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>83 : 12</td>
</tr>
<tr>
<td>8</td>
<td>SAT</td>
<td>T</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>26 : 51</td>
</tr>
<tr>
<td>10</td>
<td>SAT</td>
<td>T</td>
<td>3</td>
<td>5</td>
<td>5</td>
<td>73 : 14</td>
</tr>
<tr>
<td>19</td>
<td>SAT</td>
<td>T</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>35 : 56</td>
</tr>
<tr>
<td>20</td>
<td>SAT</td>
<td>T</td>
<td>3</td>
<td>3</td>
<td>3</td>
<td>49 : 06</td>
</tr>
<tr>
<td>30</td>
<td>SAT</td>
<td>T</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0 : 23</td>
</tr>
<tr>
<td>31</td>
<td>SAT</td>
<td>T</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1 : 20</td>
</tr>
<tr>
<td>40</td>
<td>SAT</td>
<td>T</td>
<td>5</td>
<td>9</td>
<td>9</td>
<td>126 : 23</td>
</tr>
<tr>
<td>92</td>
<td>SAT</td>
<td>T</td>
<td>1</td>
<td>4</td>
<td>4</td>
<td>46 : 48</td>
</tr>
<tr>
<td>112</td>
<td>SAT</td>
<td>M</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>11 : 57</td>
</tr>
<tr>
<td>228</td>
<td>SAT</td>
<td>M</td>
<td>0</td>
<td>2</td>
<td>2</td>
<td>28 : 57</td>
</tr>
</tbody>
</table>

| Total | 21 | 33 | 33 | 484 : 07 | 6170.0 |

<table>
<thead>
<tr>
<th>Day</th>
<th>Stop</th>
<th>Type</th>
<th>Length</th>
<th>Route</th>
<th>Time</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>SUN</td>
<td>T</td>
<td>3</td>
<td>3</td>
<td>3</td>
<td>50 : 15</td>
</tr>
<tr>
<td>8</td>
<td>SUN</td>
<td>T</td>
<td>0</td>
<td>2</td>
<td>2</td>
<td>22 : 47</td>
</tr>
<tr>
<td>10</td>
<td>SUN</td>
<td>T</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>31 : 22</td>
</tr>
<tr>
<td>12</td>
<td>SUN</td>
<td>T</td>
<td>3</td>
<td>3</td>
<td>3</td>
<td>52 : 40</td>
</tr>
<tr>
<td>19</td>
<td>SUN</td>
<td>T</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>29 : 56</td>
</tr>
<tr>
<td>20</td>
<td>SUN</td>
<td>T</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>63 : 08</td>
</tr>
<tr>
<td>40</td>
<td>SUN</td>
<td>T</td>
<td>5</td>
<td>6</td>
<td>6</td>
<td>103 : 55</td>
</tr>
<tr>
<td>59</td>
<td>SUN</td>
<td>T</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1 : 42</td>
</tr>
<tr>
<td>65</td>
<td>SUN</td>
<td>T</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>11 : 38</td>
</tr>
<tr>
<td>76</td>
<td>SUN</td>
<td>T</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>9 : 07</td>
</tr>
<tr>
<td>92</td>
<td>SUN</td>
<td>M</td>
<td>0</td>
<td>2</td>
<td>2</td>
<td>21 : 56</td>
</tr>
<tr>
<td>112</td>
<td>SUN</td>
<td>M</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>11 : 58</td>
</tr>
<tr>
<td>228</td>
<td>SUN</td>
<td>M</td>
<td>0</td>
<td>2</td>
<td>2</td>
<td>22 : 23</td>
</tr>
</tbody>
</table>

| Total | 19 | 29 | 29 | 432 : 47 | 5595.1 |

* denotes 30' medium-duty bus
* M denotes 30' medium-duty bus
* T denotes 40' transit coach

Effective date: 8/14/16
PART 3
ATTACHMENT 5

VEHICLE REQUIREMENTS AND SPECIFICATIONS

The dedicated Revenue Vehicles used to provide the services specified in the Work are owned by RTD but operated and maintained by the Contractor in accordance with the requirements set forth throughout this Contract. The Contractor will have possession of the Revenue Vehicles only, and RTD will remain the sole owner of the Revenue Vehicles. The Contractor will have no other property interest in the Revenue Vehicles, and nothing contained in this Contract will enable the Contractor to acquire any further right, title, or interest in or to the Revenue Vehicles. The Contractor must adhere to the following requirements concerning the Revenue Vehicles provided by RTD under this Contract, as amended. RTD will have the exclusive right to resume possession of the Revenue Vehicles if the Contractor fails to adhere to any requirement in this Contract, as amended. RTD also will have the exclusive right to replace any Revenue Vehicle or the equipment installed thereon, with another of similar functionality.

1. Operating Requirements.
   a. Contractor must not operate the Revenue Vehicles outside of the geographical boundaries of the Regional Transportation District.
   b. From when Contractor accepts possession of the Revenue Vehicles until when RTD accepts return of the Revenue Vehicles, the Revenue Vehicles will be under the sole control of the Contractor. The Contractor will have absolute control and supervision over any person who operates the Revenue Vehicles.
   c. Contractor must not use any Revenue Vehicles for charter service, or other profit making ventures, without the express written permission of RTD.
   d. Contractor must ensure that any person who operates the Revenue Vehicles has been adequately trained in operating the Revenue Vehicles and has the proper credentials and licenses to operate the Revenue Vehicles carrying passengers pursuant to any applicable laws and regulations in the State of Colorado or otherwise. Any operators, mechanics, service crew, and supervisors hired or contracted by Contractor must receive basic training on the Revenue Vehicles from Contractor.
   e. Contract must use the Revenue Vehicles in compliance with all applicable laws, rules and regulations and in a reasonable manner. Contractor must not use the Revenue Vehicles for any unlawful purpose.
f. RTD will ensure that the Revenue Vehicles have the requisite registration and license plates required by law to operate on a public right of way in the State of Colorado. Contractor must ensure that the Revenue Vehicles have any other permits, if required by law, to operate on a public right of way in the State of Colorado.

2. **Delivery, Acceptance, and Return of Vehicles.** RTD and Contractor will coordinate a specific time and location for RTD to deliver and Contractor to accept possession of the Revenue Vehicles.

a. At the time of delivery, RTD will ensure the interiors and exteriors of the Revenue Vehicles are clean, that the Revenue Vehicles are full of fuel and other fluids, and that the Revenue Vehicles are ready for operation. At the time that Contractor returns the Revenue Vehicles to RTD, Contractor must ensure the interiors and exteriors of the Revenue Vehicles are clean, that the Revenue Vehicles are full of fuel and other fluids, and that the Revenue Vehicles are ready for operation.

b. An inspection will be conducted by RTD and Contractor no less than two and one-half (2 ½ months) before the Service Start Date, or at another time prior to delivery of any Revenue Vehicle. Representatives of RTD and Contractor will inspect the Revenue Vehicles and complete a pick-up inspection sheet of each Revenue Vehicle before Contractor accepts possession of the vehicle. If necessary, RTD will make any necessary repairs before the pick-up inspection sheet is signed by representatives of RTD and Contractor and Contractor accepts possession.

c. At the time of delivery of any Revenue Vehicle to Contractor and acceptance thereof by Contractor, delivery and acceptance will conclusively establish that, and RTD and the Contractor hereby agree to the following: 1) Contractor has fully inspected the Revenue Vehicle; 2) the Revenue Vehicle is in full compliance with all of RTD’s obligations under this Contract relating to the Revenue Vehicle, and 3) Contractor is fully satisfied with and unconditionally accepts the Revenue Vehicle in its existing “as-is” condition as and when delivered.

d. Contractor agrees to return the Revenue Vehicles to RTD in the same condition they were received except for usual wear and tear. At the time that Contractor returns the Revenue Vehicle to RTD, representatives of RTD and Contractor will inspect the Revenue Vehicles again and complete an inspection sheet of each Revenue Vehicle before the RTD accepts possession of the Revenue Vehicle. After an inspection is complete, RTD will sign the inspection sheet acknowledging the return of the Revenue Vehicle to the RTD facility in acceptable condition. The condition of the Revenue Vehicle at pick-up will be documented by RTD with a written check list, and may also include photographs and/or video
tape. A representative of Contractor must initial such documentation as an accurate account of the condition of the Revenue Vehicle at time of acceptance.

e. In the event that a Revenue Vehicle is not returned to RTD in an acceptable condition, as determined by RTD, ordinary wear and tear excepted, a down-time payment of Two Hundred Fifty Dollars ($250.00) per day will be assessed against Contractor until the repairs are made by the Contractor and the Revenue Vehicle is accepted by RTD.

3. **Mechanical Failure or Damage.** Damage to the Revenue Vehicles, including but not limited to mechanical failures and damage caused by accidents, will be the sole responsibility of Contractor. Contractor will reimburse RTD at the fair market value for any Revenue Vehicle that RTD considers beyond repair due to mechanical failure or damage. If this occurs during the term of the Contract, Contractor must make payment to RTD before delivery of a replacement vehicle (if available).

4. **Warranty.** All equipment delivered pursuant to this Contract is delivered by RTD and accepted by Contractor in its “as-is” condition. RTD makes no warranty of any kind, nature, or description, express or implied, whether as to the merchantability, fitness, quality, condition, or state of repair of any equipment covered by this Contract, or its fitness, performance, suitability, or durability for any particular purpose to which it may be put, or as to any other matter whatsoever. RTD makes no representation, inducement, or assertion whatsoever as to the equipment.

Notwithstanding the terms and conditions otherwise provided in this Paragraph, RTD will provide Contractor with a copy of all vendor and manufacturer warranties. In the event that any warranty claim arises, Contractor must obtain warranty work directly from the warranty vendor or manufacturer, whichever is applicable, and copy the warranty claim to RTD’s Warranty Engineer. In the event of a warranty dispute with the bus manufacturer which may relate to the performance of the procurement contract between RTD and the bus manufacturer, Contractor must notify the RTD Warranty Engineer. If multiple buses are still under warranty and experience failures of the same component in the same or similar application, Contractor must notify RTD Warranty Engineer for a possible fleet defect claim with the bus manufacturer. A fleet defect will require the bus manufacturer to correct the problem in all buses purchased under the same contract. Contractor must communicate all fleet defect matters to RTD and only RTD can declare a fleet defect to the bus manufacturer.

5. **Insurance.** Contractor will have sole responsibility to insure the Revenue Vehicles against risk of loss or damage in accordance with the Contract.

6. **Maintenance and Cleaning.** The specific requirements for maintenance and cleaning of the Revenue Vehicles are set forth elsewhere in the Scope of Work/Services. RTD will provide routine, general preventive maintenance and repair for the RTD provided
MDT/AVL/voice radios, fareboxes, Smart Media Technology (Smart Card readers), and the video camera system.

7. **Vehicle Mix.** RTD will provide sufficient Revenue Vehicles for operation of the services to be provided according to the Scope of Work/Services. RTD may, at its sole discretion, change the mix of vehicles, add, or reduce the number of vehicles in the fleet during the Contract Term, and such actions shall not be the basis for any increase in the Contractor’s fixed monthly payment or service hour rate.

8. **Tires.** The Contractor is responsible for providing tires for all Revenue Vehicles.

9. **Retired/Replaced Vehicles.** Some of the Revenue Vehicles included in the Scope of Work/Services are scheduled to be retired/replaced sometime during the term of the Contract. Specific details on the fleet of Revenue Vehicles included in this Contract are included in Part 3, Attachment 5A-C.

10. **Other.**

   a. The Revenue Vehicles included in the Scope of Work/Services will be operated by the existing Contractor, First Transit, through the end date of the existing contract. RTD will inspect the vehicles prior to the end of the existing Contract and the existing Contractor will complete any needed repairs. A new, in-coming Contractor may inspect the Revenue Vehicles prior to the Service Start Date of the Contract; however, RTD will have the final say regarding any repair work to be completed. Revenue Vehicles required for this Contract will be transitioned to the Contractor (if not the incumbent) the evening prior to the Service Start Date.

   b. The Revenue Vehicles will be provided in “as is” condition. If the Contractor is not the incumbent, the Contractor will have seventy-two (72) hours from receipt of the Revenue Vehicles to inspect the vehicles and notify RTD in writing of any defects noted. Resolution as to the responsibility for the repair of said defects must be worked out between the Manager of Competitive Services and the Contractor.

   c. Each Contractor must have a decal affixed to the curb side of the vehicle on lower side skirt, behind the front wheel well (or as instructed). The decal shall state:

   - Vehicle owned by RTD
   - Operated under contract by:
   - “CONTRACTOR NAME”
   - “CONTRACTOR ADDRESS AND TELEPHONE NUMBER”

   The decal size must be 12” X 24”, Lettering must be black Helvetica medium with minimum capital letter size of 1½”, and 1” and background shall be white.
The “Owned By” decals can be provided by RTD for installation by the Contractor. If the Contractor produces the decals, the artwork must be approved by RTD prior to printing and installation.

d. Each vehicle operated by the Contractor must have an RTD-designated letter code decal affixed directly to the right of the vehicle number wherever it appears on the exterior and interior of the bus. The letter code decal will identify the vehicle as being operated by the Contractor. The letter decal must be produced in a size and font similar to the vehicle number decal. The Contractor is responsible for supplying and applying the letter code decals. RTD will approve the letter code to be used by each Contractor.

e. The Contractor must obtain a USDOT company identification number issued by the FMCSA. The Contractor must produce a decal imprinted with the company USDOT number (in accordance with 49 C.F.R. Part 390.21) and affix the decal to both sides of each Revenue Vehicle.

f. Specific details on the fleet of vehicles included in this Contract are included in Part 3, Attachments 5-A through 5-C.
PART 3

ATTACHMENT 5-A

VEHICLE REQUIREMENTS AND SPECIFICATIONS
Medium 30’ transit bus for use on Group 27

A. VEHICLE REQUIREMENTS (14 – 2006 and 2008 Gillig 30-foot low-floor transit buses)

1. The RTD vehicles are numbered 3939 through 3948 (year 2006 vehicles), 3960 through 3963 (year 2008 vehicles).

2. The vehicles to be operated by Contractor will be 2006 and 2008 Gillig low-floor transit buses; length 30 feet, width 102 inches; 26 seats; two (2) wheelchair restraints; Lift-U wheelchair ramp; Thermo-King air conditioning system; Cummins ISL Ultra Low Sulfur Diesel engine; ZF 6HP592 transmission; I/O (input/output) Controls multiplexing electrical system; Luminator LED destination sign; GFI Cents-A-Bill electronic farebox; CAD/AVL radio system per Attachment 14; GE Mobileview 3 video camera system; public address system with driver microphone; advertising sign frames for side and rear of bus; and Sportworks bicycle rack. The buses are equipped with diesel particulate traps which require the use of Ultra Low Sulfur Diesel fuel. All of these vehicles are equipped with INIT automatic passenger counters (APC).

3. These vehicles are not scheduled for retirement/replacement during the term of the Contract.

   Year 2006 vehicles 471,403
   Year 2008 vehicles 344,553
PART 3

ATTACHMENT 5-B

VEHICLE REQUIREMENTS AND SPECIFICATIONS
Large 40’ transit buses for use on Group 27

A. VEHICLE REQUIREMENTS (90 – 2005 and 2006 Gillig 40’ low-floor transit buses)

1. The RTD vehicle numbers are 5016 and 5018, 5037 through 5043, 5044 through 5050, 5055 through 5087 (year 2005 vehicles) and 5143 through 5146, 5157 through 5175, 5176 through 5192, and 5206 (year 2006 vehicles).

2. The vehicles to be operated by Contractor will be 2005 and 2006 Gillig low-floor transit buses; length 40 feet, width 102 inches; 36 seats; two (2) wheelchair restraints; Lift-U wheelchair ramp; Thermo-King air conditioning system; Cummins ISM Ultra Low Sulfur Diesel engine; ZF 6HP592 transmission; I/O (input/output) Controls multiplexing electrical system; Luminator LED destination sign; GFI Cents-A-Bill electronic farebox; CAD/AVL radio system per Attachment 14; GE Mobileview 3 video camera system; public address system with driver microphone; advertising sign frames for side and rear of bus; and Sportworks bicycle rack. The buses are equipped with diesel particulate traps which require the use of Ultra Low Sulfur Diesel fuel. Vehicles 5226 through 5255 are equipped with INIT automatic passenger counters (APC).

3. These vehicles are not scheduled for retirement/replacement during the term of the Contract.

   Year 2005 vehicles 465,991
   Year 2006 vehicles 473,427
ATTACHMENT 5-C

VEHICLE REQUIREMENTS AND SPECIFICATIONS
Large 40’ transit buses for use on Group 27

A. VEHICLE REQUIREMENTS (26 – 2014 and 2015 Gillig 40-foot transit buses)

1. The RTD vehicles are numbered 6054 through 6056 (year 2014 vehicles), 6193 through 6215 (year 2015 vehicles).

2. The vehicles to be operated by Contractor will be 2014 and 2015 Gillig two door transit buses; length 40 feet, width 102 inches; 37 seats; two (2) wheelchair restraints; Lift-U wheelchair ramp; Thermo-King air conditioning system; Cummins ISL Ultra Low Sulfur Diesel engine; ZF EcoLife 6AP1400B transmission; I/O (input/output) Controls multiplexing electrical system; Luminator LED destination sign; GFI Cents-A-Bill electronic farebox; AVL/voice (Orbital TMS/Motorola) radio system; INIT Automatic Passenger Counting System; Panasonic Nexcom VTC-7110 video camera system with 8 cameras; public address system with driver microphone; advertising sign frames for side and rear of bus; and Sportworks bicycle rack.

This vehicle is equipped with a diesel fuel particulate trap and requires the use of Ultra Low Sulfur Diesel fuel and DEF injection system.

3. These vehicles are not scheduled for retirement/replacement during the term of the Contract.

   - Year 2014 vehicles 77,464
   - Year 2015 vehicles 47,763
PART 3

ATTACHMENT 6

FACILITY REQUIREMENTS

A. RTD requires that no Contractor facility house more than 135 total required Revenue Vehicles (includes loop extras and spares as required by Contract). This requirement holds for all new or existing Contractors who may operate other RTD fixed route or paratransit services. Once a facility exceeds 135 required Revenue Vehicles, the Contractor must open and operate another self-contained facility for the additional vehicles (or acceptable assignment to each facility, i.e. 50% of the total requirement to each facility). Each facility must house and provide all of the functions required for operational and maintenance requirements for service specified for each operation under contract to RTD, including separate operational and maintenance managers and support staff. Specific requirements for elements of the total operation may be shared between the facilities, e.g. classroom operator training, street supervision, etc. However, shared functions must be approved by RTD prior to start-up. For all other day-to-day revenue operational and maintenance requirements, each facility must be autonomous.

B. Contractor must complete all proposed facility improvements prior to the Service Start Date. At a minimum, the Contractor’s facility must include the following:
   1. Paved parking area to adequately accommodate all RTD-provided vehicles
   2. Must house and provide all of the functions required for operational and maintenance requirements of the Scope of Work/Services
   3. Bus wash with under-carriage wash capable of washing Revenue Vehicles identified in the Scope of Work/Services
   4. Fuel tank (minimum 10,000 gallon capacity)/fueling area
   5. Lubricant/fluid storage that meets Federal, State and local requirements
   6. Security systems for fare collection areas
   7. Suitable access to major streets and highways during all types of weather and during peak hour drive times for all Revenue Service routes to meet route beginning times
   8. Exterior lighting and restricted/secure access to bus parking areas
   9. Enclosed inspection station at bus pullout location(s) for lot supervisor and operating supplies.

C. If Contractor’s facility is rented or leased, the Contractor must include language in the lease agreement assigning RTD the right to continue renting or leasing the facility throughout a five year contract period in the event the Contractor cannot fulfill the entire term of the contract. Assignment to RTD must also include all equipment required to perform maintenance functions, i.e. bus wash, fuel storage, bus lifts, etc. Contractor will be reimbursed for all equipment purchased at fair market value (not replacement value). If the Contractor owns the facility being used, the Contractor...
must agree to lease the facility, or the portion required by this contract, in lieu of assignment of a lease agreement with a third party.

D. RTD reserves the right, upon completion or termination of this contract, to take possession of any or all equipment and systems with an initial purchase cost of $1,000 or more which was purchased by the Contractor for performance of services under this Contract or specify disposition of said equipment and systems.

E. The facility must be compliant with the Americans with Disabilities Act (ADA) of 1990.

F. The Contractor must permit the RTD access to the facility for the purposes of inspection on an as-needed basis.

G. The Contractor is responsible for all applicable zoning, conditional use permits, licensing fees and permits associated with the safe and legal operation of the facility.

H. On-site maintenance and fueling facilities, storage tanks, inspection pits and work areas must conform to local zoning, state and federal requirements.

I. If the facility is used for other purposes, Contractor must demonstrate that the existing activity does not interfere or restrict the provision of fixed-route service as detailed in the Scope of Work/Services.
PART 3

ATTACHMENT 7

OPERATOR HIRING REQUIREMENTS

The Contractor must ensure that all Revenue Vehicle operators utilized in RTD service have met the minimum requirements listed below. The Contractor must use appropriate employee screening and selection criteria to ensure the employment of the best qualified applicants available, emphasizing competence, reliability, and good customer service skills. All Contractor hiring policies and procedures to ensure compliance with RTD, DOT and CDL requirements must be reviewed and approved by RTD Competitive Services at the beginning of the Contract. Personnel records must be available to RTD personnel upon request for periodic audits to verify the Contractor is in compliance with the hiring requirements for revenue vehicle operators in accordance with the Contract.

A. OPERATOR REQUIREMENTS

The operator requirements set forth herein establish the minimum requirements for any new hire of the Contractor to the position of Revenue Vehicle operator in RTD service.

1. Each individual employed by the Contractor must pass a pre-employment drug and alcohol test in accordance with the FTA Alcohol and Drug Testing Regulations 49 C.F.R. Part 655.

2. Each Revenue Vehicle operator employed by the Contractor and engaged in the provision of RTD service must 1) be at least 19 years of age, 2) possess a valid Colorado Commercial Driver’s License Class B with a P2 Large Bus endorsement (CDL B-P2), 3) possess a current DOT physical card, and 4) be legally authorized to work in the State of Colorado and in the United States.

3. The Contractor must review the current nationwide motor vehicle record of each applicant for the position of Revenue Vehicle operator. An original, certified motor vehicle record (MVR) is required and must be dated within the past 30 days at the time of hire. Applicants must provide MRVs for the past seven years. Less than seven years of MVR will be accepted only for applicants who are not of the age to accumulate seven years of driving experience.

The Contractor must reject any applicant whose MVR record does not meet the following criteria:

a. No more than five points in the last two (2) years and no more than ten (10) points total in the past seven (7) years; or
b. No DUI, DWI or Reckless Driving in the past five (5) years; or

b. No combination of two DUIs, DWIs or Reckless Driving in the past seven (7) years of driving history.
d. No egregious violation(s) in the past seven (7) years (i.e. vehicular homicide).

e. Must have had a continuously valid United States (U.S.) drivers’ license for the past two consecutive years.

Employees who previously met the above MVR criteria in RTD service and then exceed the five (5) infraction points in the last two (2) years during their employment and are transferring from an existing to a new Contractor under a new contract, will be evaluated on a case-by-case basis. The personnel, training, and MVR records of these employees, along with a written request for continued use of these employees under a new contract must be submitted in writing for RTD approval.

4. The Contractor must not assign to Revenue Service any operator who cannot understand and fluently communicate the English language orally and in writing. All employees/individuals must be able to read and speak the English language sufficiently to converse with the general public, understand highway traffic signs and signals, understand street signs and maps, understands schedules, communicate clearly with dispatchers and passengers, and fill out incident and accident reports and any other reports requested. The Contractor must have in place specific screening methods to verify the individual’s ability to meet this requirement.

5. Any individual who is not eligible for rehire by RTD or another private contractor that provides bus service for RTD may not perform the Work. If RTD advises the Contractor that an applicant does not meet the eligibility for rehire requirement, the Contractor must reject the applicant as not qualified and must not disclose that information to the applicant.

6. The Contractor must not knowingly employ or contract with for the performance of any work under this Contract any non-U.S. citizens or nationals who are not legally authorized to work in the United States. The Contractor must participate in the E-Verify program or the State of Colorado Department Program to certify the eligibility of all applicants to perform Work under this Contract. (As defined in CRS 8-17.5-101)

7. The Contractor must maintain a system of records for all operators and individuals operating buses on public rights-of-way to meet DOT regulations, including, but not limited to, employee applications, records of driving time, on-duty time, off-duty time, drug & alcohol testing, physical qualifications & examinations, etc. These records must be maintained in accordance with DOT regulations. These records are subject to RTD audits, as well as audits by the Colorado State Patrol Motor Carrier Safety Section (DOT) and the FTA.

REQUIRED DOCUMENTATION
1. The Contractor must forward to RTD Competitive Services a hiring lapel sheet for each new hire that verifies that all hiring criteria have been met and provides the date each requirement was completed. The most recent version of the hiring lapel sheet must be submitted to RTD Competitive Services prior to the employee being used as an operator in Revenue Service.

2. Initially, and upon request, the Contractor must provide a description of the hiring/selection strategy, anticipated turnover rate, retention strategies, and other assumptions regarding hiring plans to meet start-up and on-going headcount requirements. Description must exhibit the Contractor’s understanding of the Denver Labor Market.

The Denver Labor Market currently exhibits very low unemployment rates. This, coupled with access to medical and recreational marijuana, has made it a challenge to hire and retain qualified vehicle operators and mechanics. Contractors need to exhibit an understanding of the Denver Labor Market in their RFP response and on-going operations. Contractors are strongly encouraged to conduct a comprehensive employment/wage analysis of the Denver market in order to determine operator and mechanic wages.

3. Initially, and upon request, the Contractor must provide the hourly wage and/or salary to be paid for each position included in the Work. Contractor must provide a detailed explanation of the analysis conducted to determine operator and mechanic wage scales.

4. Initially, and upon request, the Contractor must provide a recruitment advertising time frame and location of advertising along with a listing of all other recruiting plans, i.e. recruiting firms, job fairs, etc.

5. Initially, and upon request, the Contractor must provide documentation showing that the Contractor’s selection criteria meets, or exceeds, the RTD selection requirements listed in Part 3.0, Attachment 7, Operator Hiring Requirements.

6. Initially, and upon request, the Contractor must provide documentation detailing the process used for screening to ensure that all operators hired/selected can read and speak the English language sufficiently to converse with RTD Dispatch and Contractor dispatchers and customers.

7. Initially, and upon request, the Contractor must provide a plan to ensure compliance with and remaining up-to-date on hiring/selection requirements (both federal and state). Identify the individual (position) responsible and the required qualifications.
PART 3

ATTACHMENT 8

OPERATOR TRAINING REQUIREMENTS

The Contractor must ensure that all Revenue Vehicle operators have received the following minimum training to proficiency prior to being placed in Revenue Service. Specific requirements and procedures relating to the instruction topics noted below are detailed in the RTD Trailblazer and must be incorporated into the classroom training curriculum. The Contractor’s classroom instruction curriculum, as outlined below, must be similar in content and quality to RTD’s current training program. RTD will provide assistance to the Contractor in developing program content, if required, but the Contractor is ultimately responsible for ensuring that employees/individuals receive appropriate training and that employees’/individuals’ work performance reflects that the employee/individual understands and applies the training materials. All course materials must be submitted to and approved by RTD.

RTD will monitor the Contractor’s Operator training program through periodic audits of the classroom and driving instruction and materials. The Contractor must maintain a complete training file on each employee. Training files must document, with instructor signatures, hours and dates of classroom instruction, elderly and disabled passenger training, defensive driving training, behind-the-wheel training, and revenue training by route and block. Training records must be available to RTD personnel upon request for periodic audits to verify the Contractor is in compliance with the training requirements for Revenue Vehicle operators in accordance with the contract and federal regulations (DOT and FTA).

A. OPERATOR TRAINING

The Operator Training set forth herein establishes the minimum training requirements for all new Revenue Vehicle operators prior to their being assigned to RTD Revenue Service: 68 hours of classroom, 40 hours of behind-the-wheel, and 48 hours of revenue training. Contractor orientation and personnel administration requirements are in addition to the minimum training hours. All training is to be conducted by qualified, RTD-approved instructors of the Contractor (as described in Paragraph B below).

Upon written request, RTD may approve reduced training hours for qualified personnel. Any individual previously employed by RTD or another contractor who was employed as a bus operator for a period of at least 90 days and is moving from one of these providers to the Contractor with little or no break in service will require a minimum of 16 hours of refresher training on safety and defensive driving and a minimum of between 24 to 40 hours of individual revenue driving instruction on RTD routes contained in this Contract.
REduced Training Hours Guidelines

Off work more than 30 days but less than 60 days
4 hours classroom
4 hours BTW
16 hours revenue

Off work 60 days but less than 6 months
8 hours classroom
8 hours BTW
24 hours revenue

No driving 6 months to 1 year
24 hours classroom
24 hours BTW
40 hours revenue

Transfer from one division to another
16 hours classroom
24-40 hours revenue

1. The Contractor must provide, at a minimum, sixty (68) hours of classroom instruction (includes training for CDL licensing) on RTD transit revenue vehicle operation, including, but not limited to, the following general outline topics:
   a) Colorado motor vehicle laws, local municipality regulations, CDL permit testing, testing for CDL pre-trip, CDL bus maneuvers, CDL road test, when required.
   b) Defensive Driving - all revenue vehicle operators of the Contractor must complete a minimum eight (8) hour National Safety Council Defensive Driving Course, Smith System, or equivalent.
   c) Denver metro area familiarization instruction - street numbering system, map reading, service area, route/system familiarization, bus stations, park-n-Rides, light rail stations.
   d) DOT defect books, DOT hours of service regulations, DOT safety regulations, etc.
   e) Trailblazer familiarization and route grid system.
   f) Route maps and driving instructions.
   g) Traincards, schedules, pull-outs, destination sign codes, timed transfers, etc.
   h) Detour sheets, bulletins, street supervisor duties & authority.
   i) Accident and incident procedures and reports.
   j) Farebox procedures: logging on and use of equipment, fares, transfers, tickets, passes, tokens, Smart Media Technology requirements (Smart Card readers), etc.
k) Radio procedures: logging on and use of equipment, radio procedures and requirements, RTD dispatch communication requirements.

l) Bike rack, night stop program, layover and relief procedures.

m) Bus maneuvers, bus familiarization, and maintenance tips for all vehicle types operated under the Contract.

n) Passenger relations, customer service and information, diversity training, EEO/Affirmative Action training.

o) Security awareness and emergency response procedures utilizing National Transit Institute training programs:
   1) Transit Workplace Safety and Security (System Security Awareness for Transit Employees, Security Incident Management for Transit Supervisors)
   2) Terrorist Activity Recognition and Reaction

p) Elderly & disabled passenger training - The Contractor must provide, at a minimum, sixteen (16) hours of specialized elderly and disabled passenger instruction to each revenue vehicle operator. This instruction must include the following and must meet all ADA and RTD sensitivity and training requirements:
   1) Four (4) hours of training devoted to the operation of lift equipment, boarding/alighting and securement procedures, proper communication with elderly & disabled passengers, proper communication with other passengers regarding elderly & disabled passengers, procedures for service animals and aides, calling transfer points and major intersections using the PA if the automatic stop announcement system is not operating, requesting the priority seating area for elderly & disabled passengers. During this training, each revenue vehicle operator must ride a wheelchair to the bus, ride the lift, and utilize the securing systems.

   2) Two (2) hours of training devoted to visually impaired instruction and exercise. During the instruction, each revenue vehicle operator trainee must be blindfolded or wear vision-impairment glasses and instructed on the use of a cane. The blindfolded trainees must experience boarding buses at unfamiliar bus stop locations, finding seats, and alighting buses at unfamiliar bus stop locations.

   3) Two (2) hours of training devoted to elderly and disabled passenger empathy/sensitivity instruction. Instruction must include discussion on treating elderly & disabled passengers with respect, using proper terminology, safety precautions, and proper communication. Contractor may use members of the disabled community to conduct or assist with this training.

   4) Eight (8) hours of training devoted to RTD policies and procedures for interacting with passengers who are protected
under the Americans with Disabilities Act. Contractor must coordinate with RTD for the content of the training.

q) Testing must be conducted throughout training to measure the student’s proficiency with ADA, DOT, and RTD policies and procedures, defensive driving techniques, map reading, customer service skills, emergency response procedures, and English language skills.

2. The Contractor must provide, at a minimum, forty (40) hours of individual, behind-the-wheel non-revenue instruction to each Revenue Vehicle operator. Non-revenue behind-the-wheel instruction must include training in bus maneuvers for all vehicles operated under the Contract and the safe operation of the vehicles on city streets. Non-revenue behind-the-wheel training must include Park-n-Rides, bus stations, deadhead routes, interline routing, etc. This training must provide the student the opportunity to learn (drive) as many of the routes included in the Scope of Work/Services as possible and to gain a broad understanding of the RTD service area.

“Individual behind-the-wheel instruction” is defined as the number of hours that the student is behind-the-wheel with a trainer instructing one-on-one. There may be more than one student on the bus with one instructor, however, only the hours each individual student is behind-the-wheel may be counted toward the requirements.

Example: 1 student, 1 instructor, 8 hours driving = 8 hours BTW instruction per student.

2 students, 1 instructor, 8 hours driving = 4 hours BTW instruction per student.

3. The Contractor must provide, at a minimum, forty-eight (48) hours of individual, behind-the-wheel revenue instruction to each Revenue Vehicle operator. “Revenue instruction” is defined as the number of hours that the student is operating the vehicle in regular Revenue Service with a revenue instructor present. Regular Revenue Service should be on the route, or at least the type of route, the operator will drive.

4. Following the completion of all training and instruction, but prior to the Revenue Vehicle operator’s being assigned to regular Revenue Service, each operator must pass a final examination which must test the student’s knowledge of RTD fixed-route bus operations (including, but not limited to, Trailblazer policies and procedures, fares and fare policies, map reading, DOT hours of service compliance, traincards, radio procedures, Denver Union Station and Civic Center Station procedures, defensive driving techniques, ADA and RTD elderly &
disabled requirements, accident/incident/emergency response procedures) with a score of at least 80%. Exam must be approved by RTD prior to its administration.

5. Following the successful completion of operator training, the Contractor must forward to RTD a current version training lapel sheet for each student that verifies that all training requirements have been satisfied and provides the date each requirement was completed.

6. The Contractor must develop an on-going Safety and Training Program to be approved by RTD. This program must ensure a safe operating environment and operator proficiency and must address unsatisfactory operator performance, provide refresher training and safety awareness for all operators, and provide training if an operator switches to a different size/type of Revenue Vehicle. The on-going Safety and Training Program must also include procedures to provide re-training for an operator that is off work for more than 30 days (for any reason), procedures to ensure receipt of doctor’s approval to return to work if operator was injured/sick, and criteria to determine if operator needs retraining following an accident or injury. RTD may require proof of retraining to proficiency on any particular operator.

7. The Contractor must conduct monthly meetings with a minimum duration of one (1) hour for all operators and other employees directly involved in the day-to-day operations. These meetings must be designed to provide refresher training in the areas of passenger relations, safety and operating procedures. Attendance at these meetings must be mandatory for all operators.

8. Contractor must have a program in place that provides each operator a thorough in-service evaluation annually. If an operator is found to be deficient, the Contractor will provide 8 hours of follow-up training in areas needing improvement.

9. Contractor must provide a minimum of three (3) hours of ADA refresher training for all operators and other employees directly involved in the day-to-day operations each year. The curriculum for the ADA refresher training will be provided by RTD at the beginning of each year. The Contractor may present the ADA refresher training over the course of three (3) of the monthly safety meetings. Attendance at these meetings must be mandatory for all operators.
B. INSTRUCTOR TRAINING

All operator training, outlined above must be conducted by an Instructor, qualified as outlined below:

1. All revenue, behind-the-wheel, and classroom vehicle operator instructors of the Contractor must possess a Colorado CDL B-P2 license.

2. All instructors of the Contractor who administer CDL testing must be a certified State of Colorado Commercial Driver’s License (CDL) Driving Skill Testing Examiner for CDL B-P2 license.

3. All instructors of the Contractor who provide defensive driving instruction must be a certified National Safety Council Defensive Driving Instructor or RTD approved equivalent.

4. All Revenue Vehicle operator instructors of the Contractor must have at least one (1) year transit operator driving experience in RTD service and must have a good safety and personnel record. All revenue instructors must have completed an instructor training program to ensure consistent and proper training content and safe operation of the vehicle to be used in revenue service.

5. All behind-the-wheel non-revenue vehicle operator instructors of the Contractor must have a minimum of one (1) year experience as a Revenue Vehicle operator instructor or RTD-approved equivalent. All behind-the-wheel instructors must have completed an instructor training program to ensure consistent and proper training content and safe operation of the vehicle to be used in revenue service.

6. All classroom vehicle operator instructors of the Contractor must have a minimum of one (1) year experience as a non-revenue behind-the-wheel operator instructor or RTD-approved equivalent. All classroom instructors must have completed an instructor training program to ensure consistency and accuracy of classroom training curriculum.

7. All instructors must be observed instructing and be approved by the Manager of Competitive Services, or designee, before being used as a revenue instructor, behind-the-wheel instructor, or classroom instructor. Only instructor candidates that meet the contractual requirements and are fully capable of providing accurate, complete, and safe training will be approved.

8. All approved instructors must again be observed instructing two years following initial approval. Instructors will be required to complete a refresher instructor training program if they do not perform in a satisfactory manner or have not instructed in a 6 month period. RTD reserves the right to request at any time that an instructor be removed from instructing if verified feedback is received or
observations indicate the individual is not providing accurate, complete, and safe training.

9. RTD bus operator instructors may be available to assist the Contractor’s instructors in the development of these instructional programs and will provide guidance regarding RTD Rules, Regulations, and Training Procedures if requested.

10. New Contractors must have the full-time classroom instructor and the individual responsible for operator training attend an RTD training class (classroom and non-revenue behind-the-wheel training) before initiating any operator instruction.
REQUIRED DOCUMENTATION

1. Initially, and upon request, the Contractor must provide a calendar of classes for operators showing how Service Provider Contractor will meet the minimum (classroom, behind-the-wheel and revenue) operator training requirement specified in Part 3.0, Attachment 8, Operator Training Requirements. Include details demonstrating how Contractor will meet the required number of operators for start-up and on-going service operations. Include details demonstrating how contractor will ensure operators receive thorough ADA-related training and operations and equipment training.

2. Initially, and upon request, the Contractor must provide a sample of the classroom training program content and the behind-the-wheel program content, and sample documentation of course material currently used for operator instruction.

3. Initially, and upon request, the Contractor must provide procedures for on-going/refresher training of operators, including details of on-going/refresher training to cover current safety or operational issues to meet the requirement of 4 hours of training each quarter. This must also include details of special retraining for any operator that is off work for more than 30 days, or that has been injured, or has been involved in an accident, or has been lost, or failed to follow proper procedures.

4. Initially, and upon request, the Contractor must provide the number of operator instructors utilized to complete start-up and on-going training, classroom, behind-the-wheel, and revenue instruction (specify the temporary start-up training personnel vs. permanent training personnel assigned to the project on a full-time basis).

5. Initially, and upon request, the Contractor must provide documentation of Defensive Driving 8 Hour Course instructor certification (National Safety Council), or approved equal, for at least one on-site instructor.

6. Initially, and upon request, the Contractor must identify the location of the classroom, CDL skills course and initial behind-the-wheel on-street training in relation to the permanent facilities.

7. Initially, and upon request, the Contractor must provide documentation regarding all other training requirements that Contractor anticipates for start-up and on-going operations, i.e., dispatchers, Street Supervisors, safety, support staff, etc.
PART 3

ATTACHMENT 9

OPERATIONAL REQUIREMENTS

The Contractor must have a sufficient number of operators, dispatchers, and supervisory staff available to provide service according to the requirements detailed in the Scope of Work/Services and to manage the day-to-day operations on the street.

The Contractor must develop and maintain positive and constructive working relationships with RTD personnel, other Contractors, local government agency personnel, local school and business personnel, members of the community, and bus and rail passengers in order to provide high quality, customer-oriented service.

A. RADIO PROCEDURES

1. All Revenue Vehicles will be equipped with only RTD-provided AVL/two-way communication radios set to the RTD communications frequency. Once a bus leaves the Contractor’s operating facility, the operator must communicate only with the RTD dispatch personnel for all service-related communications. RTD dispatch personnel will provide direction to the operator and will also communicate with the Contractor’s dispatcher/supervisor for instruction on resolving the situation. If the RTD radio is inoperative, a public telephone or cell phone may be used off the bus to contact RTD dispatch. The RTD dispatch number is found inside the front cover of the RTD Trailblazer. Under no circumstances must a Contractor dispatcher, supervisor, or operator avoid contacting RTD dispatch first with any type of RTD service-related communication. The use of the bus radio for communicating through RTD dispatch is critical to providing coordination and information for timely on-street service to the public. Failure to contact RTD dispatch may be subject to Liquidated Damages.

2. Each vehicle operator of the Contractor must be responsible for communication via the radio as outlined in the Trailblazer as a matter of standard practice. Each vehicle operator must contact the RTD dispatch personnel under the following conditions:

   a. The operator is involved in an accident with another vehicle, a pedestrian, a fixed object (regardless of the amount of damage), or a passenger is injured on the bus.

   b. The operator is 10 minutes or more behind the scheduled time, or the operator will not leave the next terminal on time. (NOTE: running late due to peak hour heavy traffic, wheelchair boarding, heavy passenger loads,
inclement weather, etc., are generally considered normal operation. These conditions need not be called in if the operator can make up the time before the next terminal.)

c. The bus has a mechanical problem which may require assistance, cause a delay in the schedule time or cause a problem with passenger comfort or convenience. Once the mechanical problem has been cleared (repaired, traded, operator/supervisor cleared, etc.), the operator must contact RTD dispatch and request further instructions.

d. The operator has an incident on the bus, i.e., fare dispute, argument with a passenger, sick passenger, physical violence on the bus between passengers, or an assault on a passenger or the operator.

e. The operator encounters a detour or blockade on the route which has not been posted.

f. The operator must pass up passengers due to an overload, wheelchair spaces are full, or the lift is inoperable. All inoperable lift incidents or ADA pass-ups must be reported to RTD via the CAD/AVL system, whether at pull-out or on route.

g. The operator resumes picking up passengers (giving the approximate number of passengers passed up), or the lift becomes operational.

h. The operator requires information, assistance or action by Dispatch, such as holding a connecting route for a timed transfer. (NOTE: some connecting routes may not be scheduled to meet at a specific time. Dispatch will NOT call a connecting route or hold a bus which is not scheduled to meet or during periods of inclement weather. It is the responsibility of the operator to know the route and the meets for which the schedule can accommodate transfers. The maximum amount of time for a scheduled transfer is 3 minutes.)

i. To report an accident or emergency that is observed in which there are obvious injuries, or the parties involved in the accident ask the operator to call.

j. To report a bus trade at the garage or in route, or if the operator is filling another space on a route.

k. The operator is off route or lost. (NOTE: call as soon as possible. Dispatch may be able to get the operator back on route with minimal service delay and without inconveniencing the passengers.)
I. The operator needs/wants to deviate from the prescribed deadhead, route or schedule. Route deviations cannot be made without prior approval from RTD dispatch.

3. All radio communications received by the RTD dispatchers are logged and recorded. Upon receipt of a radio message from any Revenue Vehicle of the Contractor in RTD service, the RTD dispatcher will immediately contact the Contractor (dispatcher/supervisor) by telephone. These calls will be the primary communication link between the Contractor’s dispatch and the Contractor’s bus operator and these calls should be answered as soon as possible by the designated individual of Contractor (dispatcher/supervisor). Therefore, the Contractor must dedicate at least one telephone number and one back up phone number for its dispatch office.

4. RTD dispatchers may deploy Contractor Street Supervisors and loop extra operators as needed to respond to incidents involving contracted routes. The Contractor can also monitor the RTD bus and supervisor radio frequencies to keep apprised of developing service issues. Be aware, however, that the RTD radio system is truncated and not all conversations can be followed from start to finish. Refer to Part 3, Attachment 14 for additional details regarding radio communications.

B. DISPATCHER

1. The Contractor must have a dispatcher on duty during all periods that buses are in service. Contractor dispatchers must meet the same minimum hiring requirements as bus operators and should, preferably, have previous experience as a bus operator in the RTD system. At a minimum, Contractor dispatchers should have knowledge of the following components of the RTD operating system:

   a. CAD/AVL radio system and the use of related fixed route software and technology tools.
   b. Local geography familiarization.
   c. RTD fixed route policies and procedures.
   d. DOT hours of service regulations.
   e. Accident/incident procedures.
   f. Transit security and incident command system procedures.
   g. Route and schedule familiarization.
   h. Bus change procedures and minimizing service loss.
   i. Vehicle operator training.
   j. Reporting and troubleshooting vehicle maintenance problems.

2. Contractor dispatchers are responsible for coordination and communications with the RTD dispatchers regarding on-street service operations. The Contractor dispatchers are responsible for communicating daily bus assignments, loop extra
assignments, maintenance trades, late pull-out information, detour information, and other requirements that may be identified. RTD is the first line of radio communication with the operator, and RTD dispatchers will assist the operator, whenever possible (trouble shooting mechanical issues, assisting with passenger disputes/questions, providing route and schedule information, etc.) to minimize service disruptions. RTD dispatchers will contact the Contractor’s dispatcher and request direction for all service related decisions which must be made. Issues may include, but are not limited to the following; re-spacing of buses, mechanical problems causing a bus to be out-of-service, accident/incidents which may cause a service delay, special instructions to the operator, etc. These service-related decisions and directions must be made by the Contractor, but will be relayed through RTD only for transmission to the operator.

3. Contractor must have a fax, or copier, which must interface with the RTD dispatch fax/copier. The Contractor’s unit must send and receive and be on-line 24 hours a day and should be in the vicinity of the Contractor’s dispatch area. This unit will be utilized for weather reports, special notices, and other types of special information and serve as the backup to relay information if the Contractor’s computer system is out of service.

4. Contractor dispatchers must enter daily bus assignments for A.M. and P.M. pullouts into the RTD TIES computer system (Refer to Part 3, Attachment 18). RTD Contractor dispatch logs and other maintenance and operational information will be processed through the RTD Maximus computer system and e-mailed to the Contractor daily.

5. RTD reserves the right to request at any time that a dispatcher be removed from dispatching if verified feedback is received or observations indicate the individual is not performing as required.

C. STREET SUPERVISION

1. The Contractor must have Street Supervisors on the street, covering the Contractor’s routes at all times that there is a Revenue Vehicle in operation. Street Supervisors must be in numbers sufficient to respond to any incident/accident within a maximum of 20 minutes of the call during revenue operating hours. Any deviation from the proposed number of Street Supervisors and/or supervisor schedules must require prior approval from RTD. Street Supervisors must have radio communication with the RTD dispatch at all times through the RTD supervisor radio frequency.

2. Contractor Street Supervisors must meet the same minimum hiring requirements as bus operators and should, preferably, have previous experience as a bus operator in the RTD system. At a minimum, Contractor Street Supervisors must complete Bus Operator training and have knowledge of the following components of the RTD operating system:
a. Communicating with the CAD/AVL radio system via supervisory handheld radio units.
b. Local geography familiarization.
c. RTD fixed route policies and procedures.
d. DOT regulations related to fixed route bus operations.
e. Customer relations, empathy, and problem resolution.
f. Accident/incident investigation and reporting procedures.
g. Transit security awareness and procedures.
h. Route and schedule familiarization.
i. Reporting and troubleshooting vehicle maintenance problems.
j. ADA requirements of fixed route bus operations.

3. Street Supervisors are responsible for managing and directing the activities of the Revenue Vehicle operators with regard to on-time performance, maintenance problems (including wheelchair lift problems), accident investigation, assistance in disputes/incidents, creating and working with detours for the Contractor’s routes and additional duties as outlined in Part 3, Attachment 9-A. Street Supervisors must be available to transport passengers in the event of a breakdown, incident or special circumstance. However, supervisory transport of passengers does not substitute for revenue route service provided by a bus.

4. The Contractor must avoid using Street Supervisors as extra board operators (driving a bus on a fill-in basis). However, if the Contractor utilizes a Street Supervisor to drive a bus, the supervisor must be in an operator’s uniform, not a supervisor’s uniform. In addition, if an on-duty Street Supervisor is used as a driver, the Contractor must have another Street Supervisor on the street to fulfill the Street Supervisor requirement stated above. If at any time the Contractor does not provide supervisory coverage in accordance with these requirements, Liquidated Damages may be assessed. Contractor Street Supervisors used to operate buses in Revenue Service are required to meet DOT requirements for on-duty time, drive time, and off-duty time. This information must be kept in a manner acceptable to the Colorado State Patrol, Motor Carrier Safety Section, which is responsible for DOT compliance.

5. Street Supervisors must present a professional appearance at all times. A proper Street Supervisor uniform must consist of the items outlined in Part 3, Attachment 9-B. Uniforms must be clean, pressed, and presentable. A Street Supervisor of a Contractor must be deemed to be "in uniform" when in compliance with all items listed in Part 3, Attachment 9-B.

The following uniform supplier is currently RTD’s source for uniforms and is listed for the Contractor’s information:

Neves Uniforms
6. The Contractor must provide supervisor vehicles. The Contractor’s supervisor vehicles must be white and identified as a supervisor vehicle with the Contractor’s name, i.e. “Contractor Name – Street Supervisor”. No “RTD” will appear on the vehicle. Supervisor vehicles must be equipped with the necessary supplies and equipment to respond to emergencies, i.e. chains, ice melt, shovel, windshield washer fluid, floor dry, mirrors, fire extinguisher, graffiti remover, accident investigation equipment/supplies, portable destination signs, etc. The Contractor should consider using a type of supervisor vehicle capable of transporting passengers should a bus become disabled or an incident occur and a passenger needs to be transported. Only those vehicles designated as supervisor vehicles are allowed in the busways of RTD Park-n-Rides.

7. RTD Street Supervisors oversee the on-street operation of all RTD transportation services, including the services provided by private contractors, and provide assistance to operators and passengers. RTD Street Supervisors will routinely monitor the Contractor’s revenue vehicle operations to ensure that proper procedures and safe practices are being followed and will attend directly to any situation affecting the on-time performance or passenger relations of the Contractor’s operation. Other situations not immediately impacting the provision of service will be noted by the supervisor, in written form, and passed on to the Contractor through the Manager of Competitive Services. RTD Street Supervisors have the authority to write-up rule and/or behavior infractions, issue orders & instruction to keep service operating smoothly, to instruct operators on the operation of equipment, and any other policies and procedures pertaining to the job.

8. The Contractor Street Supervisors will be responsible for establishing detours on contracted routes which may come about at the last minute due to construction, special events, and/or other circumstances for which RTD has not received advance notification. All detours must be communicated to and approved by RTD Dispatch prior to implementation.

9. The Contractor Street Supervisors must within the first six (6) months of the Service Start Date or hiring with the Contractor participate in one RTD Street Supervisor shift ride-along and attend a RTD accident investigation class and RTD fare enforcement class.

10. RTD reserves the right to request at any time that a Street Supervisor be removed from street supervision if verified feedback is received or observations indicate the individual is not performing as required.
D. MAINTENANCE REPAIR VEHICLES

1. The Contractor must provide maintenance repair vehicle(s) and mechanics for on-street repair of buses during all hours of revenue service.

2. Maintenance vehicle(s) and mechanics must be positioned in the field during peak periods, and be available by radio at all other times.

3. Maintenance vehicles must be in numbers and location sufficient to respond to any maintenance issue within a maximum of 20 minutes of the call during revenue operating hours.

4. Maintenance vehicles must be identified as belonging to the Contractor (Contractor name). No “RTD” will appear on the vehicle.

5. Maintenance vehicles must be equipped with fuel, lubricants, fluids, parts, tools, mirrors, etc. in order to repair and/or move the bus in an emergency.

E. RELIEF VEHICLES

1. The Contractor must provide vehicles as needed for Contractor’s operators to use when making relief on the street.

2. Revenue Vehicles operated by the Contractor for the provision of Revenue Service must not to be used to transport operators for the purpose of making relief.

F. SAFETY, ACCIDENTS, AND EMERGENCY REQUIREMENTS

1. Each Revenue Vehicle must be inspected daily by the driver and repaired by maintenance personnel as required by the DOT/Federal Motor Carrier Safety Regulations as adopted by the State of Colorado and RTD requirements. These regulations and other applicable directives ensure the safe operation of the vehicle. Driver Defect Records and all other records of each inspection and repair must be retained in accordance with Part 3, Attachment 12. All safety defects found must be corrected before the vehicle returns to revenue service. Such inspection must include, but not be limited to:

   a. Brakes
   b. Steering
   c. Tires
   d. Doors
   e. Interiors (loose seats, loose seat cushions, loose/broken stanchions, flooring)
   f. Lights, exterior and interior
g. Public Address (PA) system
h. Safety equipment (fire extinguisher, triangles, emergency exits)
i. Wheelchair lifts/ramps and associated tie-down devices
j. Dents, scrapes, other body damage that may be considered a hazard to passengers.

2. The Contractor’s Revenue Vehicle operators and Street Supervisors are responsible for handling accidents and emergencies, as outlined in the Trailblazer, Section 1, Part 2, Accidents and Injuries; Section VII, Emergency and Security Procedures; and Section VIII, Radio Procedures.

3. The Contractor’s operator must notify the RTD Dispatcher immediately of any accident (regardless of how minor), incident, assault (passenger/passenger, passenger/operator, or operator/passenger), or other emergency or security situation through proper radio procedures.

G. OPERATOR PERFORMANCE

1. Revenue Vehicle operators of the Contractor must perform to the same standards as operators employed by RTD. RTD reserves the right to request the Contractor remove from activities associated with the Contract any employee that fails to meet the performance standards as determined by RTD.

2. Nothing in this Contract will preclude the Contractor from exercising control over its employees to the extent that such employees’ actions, while in RTD contracted service, are consistent with RTD Rules and Regulations.

3. Revenue Vehicle operator performance standards and requirements are detailed and monitored based on a variety of documents and policies/procedures, including but not limited to the following:

a. Trailblazer - Rules and Regulations. The Rules and Regulations governing the conduct of vehicle operators of RTD are published in the Trailblazer. The conduct of all of the Contractor’s vehicle operators, while in RTD service, must be governed by the Trailblazer, and, specifically, the section entitled "Bus Operators Guide." It will be the responsibility of each operator of the Contractor to be familiar with all sections of the Trailblazer and to carry the current edition of the Trailblazer with them at all times when in service.

Penalties and disciplinary procedures contained in the "Performance Code" in the Trailblazer do not apply to the Contractor’s employees. The Contractor must institute its own absentee and disciplinary policies. Those items in the RTD Performance Code which describe inappropriate behavior for RTD operators will be deemed to describe inappropriate
behavior for the Contractor’s employees. Certain other statements in the Trailblazer pertaining to the Labor Agreement between RTD and the Amalgamated Transit Union, Local 1001, and statements pertaining to RTD’s management structure may also not apply to the Contractor’s employees. Such decision on specific application of the Trailblazer to Contractor employee actions will rest with RTD.

b. Bulletins/Detour Sheets. From time to time, RTD publishes Transportation Bulletins, Maintenance Bulletins, Contracted Bus Services Bulletins, and other special information notices. These publications supplement, clarify, or revise the Rules and Regulations for vehicle operators, and/or maintenance functions. Significant Transportation Bulletins are generally incorporated into subsequent editions of the Trailblazer.

All bulletins and special information applicable to the Contractor will be conveyed via an Email and hard copy sent to the Contractor. Such bulletins will attach relevant RTD Bulletins or contain specific Contracted Services information for the Contractor.

All “RTD CONTRACTED BUS SERVICES BULLETINS” must be posted in a visible location as to be viewed by appropriate Contractor personnel, and it will be employee’s responsibility to be familiar with the contents of such bulletins.

c. Contracted Services Requirements & Procedures. These documents help further define the procedures to be followed regarding certain requirements of the Contract (i.e., fare collection, preparation/submittal of new hire and training lapel sheets, record reviews/audits, instruction approval). These detailed procedures are developed as required to improve the understanding of Contract requirements. The Contractor will be provided copies of these procedures as they are completed or updated.

H. OPERATOR APPEARANCE

1. All of the Contractor’s bus operators must present a professional appearance at all times. Proper operator uniform and appearance is necessary for public acceptance and consistency with other RTD operations. Proper uniform and appearance is outlined in Part 3, Attachment 9-C and in the Trailblazer. An operator of a Contractor must be deemed to be “in uniform” when in compliance with all items listed in Part 3, Attachment 9-C.

2. It is the intent of these requirements that the uniform of all private Contractor operators exactly duplicate the current RTD operator’s uniform in terms of specifications, material, design, and color. The only distinguishing items on the uniform will be the shoulder patch, clearly identifying the private Contractor, and
a name badge clearly providing the operator’s first or last name, employee number, and Contractor logo. Name badges can be contractor or RTD supplied. In all other respects, the appearance of the operator must be identical to the current RTD uniform.

3. The following uniform supplier is currently RTD’s source for uniforms and is listed for the Contractor’s information:

Neves Uniforms  
4855 Pecos Street  
Denver, CO  80221  
Telephone: (303) 455-7000

4. RTD will monitor the appearance of all the Contractor’s operators through the use of RTD Street Supervisors, management personnel, traffic checkers, and undercover ride monitors. Adverse reporting from the aforementioned individuals will constitute prima facie evidence of violation of the Operator Appearance Section of this Contract. Communications from passengers and other individuals relative to operator appearance will be thoroughly evaluated as to their probative value in establishing occurrences within the Section.

I. OTHER OPERATIONS REQUIREMENTS

1. MVR Checks. The Contractor must perform semi-annual MVR checks on all drivers, mechanics, service crew, and supervisors. All incumbent employees with point accumulations in excess of Colorado State driver’s license requirements or disqualifying CDL offenses (as applicable) will not be allowed to operate a RTD Revenue Vehicle.

2. Detours. All service related detours must be communicated by RTD to the Contractor via the following website: http://www2.rtd-denver.com/Detours/detour_PublicPrivate.cfm. It is the Contractor’s responsibility to access this website daily before A.M. pullouts and print it for posting and distribution. If the website is unavailable the Contractor must contact RTD dispatch and detour information will be FAX’ed. All current daily detours must be posted as to be viewed by appropriate operations personnel.

RTD will be primarily responsible for establishing detours on contracted routes and posting notices to the riding public. If Contractor comes in contact with unexpected detour, Contractor must contact RTD. RTD personnel will review input provided by the Contractor and make modifications as necessary. The Contractor must not make changes to any posted detour without consent from RTD.
3. **DOT Regulations.** The Contractor must adhere to the DOT regulations as adopted by the State of Colorado (Code of Colorado Regulations, 8 C.C.R. 1507). This includes employee records, on-duty time, driving time, off-duty time, vehicle inspections, and other regulations that may apply. RTD reserves the right to audit these records at any time.

4. **Special Orders.** RTD may issue special orders to the Contractor relative to service operated by the Contractor. Such special orders may be delivered via electronic or hard copies and concern schedules, routes, detours, operator instructions, or other similar issues. The Contractor will be required to comply with all applicable special orders.

5. **Runboard Service Changes.** RTD routinely makes changes to the runboard three times per year (January, May, and August). All proposed service change information will be communicated through the Manager of Competitive Services in advance of the changes.

Actual changes in hours of service, headways, maps, traincards, and other specific runboard service change information will be communicated through the Manager of Competitive Services via Service Change Bulletins.

6. **Media Contact.** It is the District’s position that passengers should not be subjected to requests for interviews by the media in an environment where the passenger is held "captive", such as on board a bus. Should any member of the media board one of Contractor’s buses with the intent to conduct passenger interviews, the media person should be instructed that, providing the passengers are willing to be interviewed, they are welcome to do so when the passengers are off the bus; there are to be no interviews on board the bus.

Also, the bus operator should notify the dispatcher anytime a media contact occurs to receive further instructions.

7. **Official Time and Operator Timepieces.** The official time for all RTD operators is maintained by RTD Dispatch. The Contractor must contact RTD Dispatch at least once per day, prior to any morning buses leaving the garage, to verify the correct time. The time check will be provided in hours, minutes, and seconds, and the Contractor must maintain this time accurately throughout the day on a clock readily visible to all revenue vehicle operators.

Each revenue vehicle operator must carry with them, at all times when in revenue service, a timepiece, available in plain view, which is accurate to within five (5) seconds. Each revenue vehicle operator must verify the official time with the Contractor’s clock at least once per day and, preferably, prior to leaving the garage in revenue service. Cell phones and pagers are not authorized for use as
a timepiece. NOTE: The time shown on the bus radio Mobile Data Terminal (MDT) is not authorized for use in lieu of a timepiece.

8. **Transfer Punch.** The Contractor must provide each revenue vehicle operator a paper punch to be used for punching/marking transfers. The symbol (hole) made by the punch should be unique to the Contractor or each operator and not something that can be easily purchased/duplicated by the riding public. Contractor may request purchase information (vendor) from RTD.

9. **Elderly & Disabled Passenger Requirements.** The Contractor is responsible for knowledge of and compliance with the ADA and all implemented regulations, including but not limited to 49 C.F.R. Parts 37 and 38. In addition, RTD has established specific requirements regarding elderly & disabled passengers. RTD-specific requirements are noted below, are detailed in the Trailblazer, and are outlined in Part 3, Attachment 9-D.

   a. The Contractor is responsible for providing alternate transportation for a passenger when a lift fails. Alternative transportation is always required if the headway is greater than 30 minutes. The Contractor must notify RTD Dispatch if the Contractor is unable to provide alternate transportation. RTD will generally have the ability to fulfill this request, however, the Contractor may be charged for this service at a flat rate of $60.00 per incident.

   b. Operators are required to call out transfer points, major intersections, and requested stops using the public address system in the event the Automatic Stop Announcements are inoperable. The bus public address system must be operational during all periods of revenue operation.

   c. Operators are required to ensure, before pulling out from the garage, that the bus is furnished with a supply of paper slips printed with the bus number.

   d. Operators are required to cycle the lift/ramp at a designated area approved by RTD before pulling out from the garage prior to operating revenue service. The Contractor must have a lot supervisor observe and record each revenue vehicle operator cycling the lift/ramp before pulling out from the garage any time the bus is leaving the garage to operate revenue service.

   e. The Contractor must have dedicated personnel to document and track all ADA, elderly and disabled issues. This documentation includes undercover ride checks, customer complaints, passenger pass ups, and reports of lift failures. This individual must work with operations,
maintenance and training departments to ensure that each incident is
documented and appropriate corrective action is taken and documented.

10. **Distracted Driving Policy.** The Service Provider Contractor must have a policy in
place to address the use of electronic communication devices by operators when
operating a Revenue Vehicle. For reference, the RTD policy is included below. The Service Provider Contractor’s policy must contain the same components as
the RTD policy.

**RTD DISTRACTED DRIVING POLICY**

*Vehicle operators are prohibited from using electronic devices while operating a
Revenue Vehicle, whether or not the vehicle is currently in Revenue Service. RTD-issued communication/data devices may be used, but only by properly
trained personnel and only with safety precautions in place.*

*Electronic devices in the possession of RTD employees operating Revenue
Vehicles must be powered off, not attached or affixed in any way to any part of
the person or uniform, not viewable by the public, and stowed out of reach and
inaccessible (for example, stowed in a purse, bag, or backpack) while in the
performance of service.*

*Provided that the employee is not performing other safety critical tasks and is in
a safe location with the vehicle fully stopped and secured, electronic devices
may be taken out of stowage, powered on and used by bus and rail operators
while they are out of their vehicle at relief points or at end terminals.*

11. **Safety Refresher Training.** Contractor must provide monthly safety refresher
training during the course of the contract period. Safety refresher training may
be a part of the Contractor’s on-going monthly safety program and consist of
topics related to passenger relations, safety or any trending topics.

12. **Distribution of Materials/Information.** Contractor must have procedures in place
for distributing and tracking distribution of materials/information issued by RTD
to operators and/or all employees (i.e., individual mailboxes).

13. The Contractor must have a Continuity of Operations Plan (COOP) that complies
with Federal Preparedness Circular 65 dated June 15, 2004 (FPC 65). The
Contractor must also assist RTD in developing and maintaining emergency
planning efforts including emergency preparedness and disaster recovery
planning.

### J. REQUIRED DOCUMENTATION
1. Initially, and upon request, the Contractor must provide a description of the reporting structure, job descriptions and numbers of individual managers/supervisors/operators that are responsible for the daily on-street operation including, but not limited to, the following personnel: operations manager, dispatchers, Street Supervisors, training manager, operator trainers, safety manager, full-time and part-time operators, etc.

2. Initially, and upon request, the Contractor must provide a description of the methodology to ensure quality control of the on-street operation in meeting RTD expectations and contract compliance.

3. Initially, and upon request, the Contractor must provide a plan for addressing on-street service issues, including the use of loop extra (fill-in) vehicles to minimize loss of service.

4. Initially, and upon request, the Contractor must provide a plan for addressing maintenance-related issues including, how on-street maintenance support vehicles will be used, and how Revenue Vehicles will be re-spaced when a significant delay in service occurs to minimize the impact on the passenger.

5. Initially, and upon request, the Contractor must provide work schedules for dispatchers and Street Supervisors to ensure coverage during all hours of Revenue Service to ensure the Contractor will meet the required **20 minute maximum response time for all routes and times Revenue Service is on the street**.

6. Initially, and upon request, the Contractor must provide procedures to respond to, investigate and report accidents and incidents that occur during Revenue Service. (See Part 3, Attachment 10).

7. Initially, and upon request, the Contractor must provide procedures for meeting the RTD operations requirements regarding ADA, elderly and disabled passengers. (See Part 3, Attachment 9)
A Street Supervisor fills the following role: Provides support and assistance to bus operators in the performance of their daily duties in order to maintain a safe, efficient and reliable transit system. Monitors bus service and investigates situations which impact or may impact bus service. Communicates information and/or recommendations to appropriate management personnel. Interacts with management, bus operators, other employees, passengers and the public to coordinate problem resolution, provide information, carry out assignments and maintain high quality and timely transit service. This is a safety sensitive position subject to the rules and regulations of the Drug and Alcohol Policy.

**DUTIES/RESPONSIBILITIES:**

**ESSENTIAL:**

Conducts self in an appropriate manner as a representative of the Contractor and RTD, working effectively in a diverse work environment.

Investigates accidents, incidents, disputes and disturbances as assigned, in accordance with policy, and in conjunction with involved authorities.

Monitors and coaches operator performance and behavior; models passenger interaction skills, coaches operators in use of time, checks and instructs periodically on proper revenue, transfers and farebox data collection, and recommends training or retraining, as appropriate to ensure compliance with safety policies.

Conducts time point and passenger load checks to ensure schedule and route efficiency.

Reschedules buses due to disruptions in service, in conjunction with dispatch and as appropriate.

Audits service, routes and road conditions and recommends alternate routes to dispatch or suggests service improvements to supervisors, as appropriate. Recommends adjustments to running time or additions/deletions to schedules and routes to ensure quality service.

Writes reports regarding service disruptions, security incidents and operator performance/behavior in accordance with policies and procedures. May assist operators in filing of reports.

Assists in the processing and follow-up of customer service complaints and requests.
Assesses ability of operators to continue in service when investigating accidents, incidents and potential substance abuse problems.

Coordinates with RTD security and police agencies regarding assaults, disturbances, and undercover operations.

Coordinates problem resolution among RTD and other private contractor operators, management, passengers and the public.

Performs as assigned during special events and snow emergencies to minimize service disruption. Works with RTD Street Supervisors to assist with detours affecting contracted service, including, but not limited to, notifying passengers of detour routing, transporting passengers, posting notices, and directing bus operators.

Prioritizes assignments and organizes time.

Performs physical work as needed, such as sanding icy streets, assisting stuck/sidetracked buses, helping wheelchair passengers on or off buses, etc.

Inspects buses for general appearance, safety compliance and maintenance condition.

Drives buses and other equipment as required.

Conducts individually or in conjunction with RTD; fare inspections, accident investigations, policy adherence campaigns, and assists in drug and alcohol program, special campaigns as needed.

Sets up short term (1 service day or less) detours and communicates detour information with RTD.
PART 3

ATTACHMENT 9-B

STREET SUPERVISOR UNIFORMS/APPEARANCE

The wearing of a proper uniform and neat and well groomed appearance is vital to effectiveness and acceptance by the public as a transit professional. Proper uniform and appearance consists of the following:

**SHIRT**
Clean white shirt, may be long or short sleeve. If a tie is worn, the collar must be buttoned and the tie snug. If a tie is not worn, the shirt must be buttoned to the second from the top button. Long sleeves must be buttoned at all times. Shirts must be tucked in at all times.

**TEE-SHIRTS**
Tee-shirts that are visible under the shirt or blouse must be white. If any other color than white is worn, it should not show.

**TURTLENECK**
Uniform issue, white or navy blue.

**TIE**
Navy blue or black. Ties may be pre-tied or hand tied. Females may wear scarves as approved by RTD. Ties are a required uniform item from October 1st through April 30th.

**TROUSERS**
Uniform issue, gray or navy blue. Trousers must have belt keepers, be well fitting, clean and pressed.

**SKIRT**
Gray or navy blue. Culottes may also be worn in lieu of skirts or trousers. Skirts or culottes must be worn no shorter than four (4) inches above the knee, measured from a kneeling position, nor longer than seven (7) inches from the floor, measured from a standing position. If a skirt or culottes have belt keepers, a belt must be worn which can be looped through the keepers. The belt color must match the skirt or culottes, or be black. A belt may also be worn if there are no belt keepers provided that the belt does not cause a rolling or bunching or gathering of the skirt or culottes or cause the skirt or culottes to be shorter on one side. Skirts or culottes must be properly fastened, well fitting, clean and pressed.

**SWEATERS**
Tight knit, cardigan (zip-up or button-up style), pullover, or vest in navy blue or gray. No bulky knit or ski style sweater is authorized. A name tag must be worn and visible.
JACKET  Cruiser or “Ike” style or parka in navy blue. In severely cold weather, non-uniform parkas may be worn if color coordinated with the standard uniform navy blue. Windbreaker type jacket in all navy blue is also approved. Name tag or embroidered name badge must be visible at all times.

CAP  White, navy blue or black baseball cap either plain or with company logo. Winter – optional wool watch (stocking) cap, trooper (mouton) cap, or headband/ear band style in navy blue.

SUSPENDERS  Suspenders must be navy blue or black.

BELTS  Belts will be black, with wearer’s choice of buckle.

SHOES  Shoes will be black polished leather (boots may be worn during inclement weather).

SOCKS  Black or navy blue.

JEWELRY  Any item which does not present a safety hazard may be worn. Only authorized items may be worn on the uniform.

WATCH/TIME PIECE  An accurate, appropriate watch/time piece is required at all times.

PATCHES  Only American flag, placed on the right or left sleeve and/or above the right pocket, is approved.

APPAREL  All apparel should be neat, clean, of satisfactory fit, and in good repair. Uniforms should be cleaned and pressed at frequent intervals.

PERSONAL  Individuals must maintain a neat, clean personal appearance. Hands, teeth, ears, and finger nails must be clean. Faces must be clean shaven when a mustache and/or beard are not worn. Hair must be neat, clean, combed and acceptably trimmed and groomed. Beards, mustaches, and sideburns must be neat, clean and trimmed to give a well-groomed appearance.

NON-UNIFORM  Items such as shorts, tennis shoes, and multi-colored sweaters are not permitted.
PART 3
ATTACHMENT 9-C
OPERATOR UNIFORM/APPEARANCE

OPERATOR APPEARANCE

All of the Contractor’s bus operators must present a professional appearance at all times. Proper operator uniform and appearance is necessary for public acceptance and consistency with other RTD operations. Proper uniform and appearance consists of the following:

SHIRT
Long or short sleeve, tan or nickel gray in color with button front. If a tie is worn, the collar must be buttoned and the tie snug. Otherwise, operators have the option of leaving the collar button and the next one down undone. Long sleeves must not be rolled up. Un-boxed shirt tails must be tucked in at all times. Boxed shirts are acceptable. When a boxed shirt is worn the shirt bottom will extend just below the belt line and at no time will undergarments or open skin be visible. Unless boxed, shirt must be tucked in and buttoned while driving.

TEE-SHIRTS
Tee-Shirts that are visible under the shirt or blouse may be black, brown or white. A gray tee-shirt is allowed with the gray uniform shirt. If any other color than black, brown or white is worn, it must not show.

TURTLENECK SHIRTS
Turtleneck shirts of the specified color (black, brown or white) may be worn under a uniform shirt. Only the turtleneck shirt purchased from the specified uniform supplier is approved. This turtleneck must be worn with a long-sleeved shirt, so that the sleeves of the turtleneck are not visible.

TROUSERS
Dark brown or black in color with belt loops and without cuffs.

SKIRTS
Skirts, dark brown or black in color, may be worn by female operators in lieu of trousers. Skirts must be worn no shorter than four (4) inches above the knee, measured from a kneeling position, nor longer than seven (7) inches from the floor, measured from a standing position. If a skirt has belt loops, a belt must be worn which can be looped through the belt loops.

The operator may also wear a belt on a skirt without loops, provided that the belt does not cause a rolling, bunching, or gathering of the skirt. Skirts must be properly fastened and well-fitting at all times.
SHORTS

Operators may wear specified uniform shorts in lieu of trousers or skirts. Only those shorts available from the specified uniform supplier may be worn. Shorts must be worn no shorter than four (4) inches above the knee measured from a kneeling position.

COLOR OPTIONS

Operators may wear different combinations of approved uniform articles as follows:
- Tan shirt with brown trousers/skirt/shorts
- Tan shirt with black trousers/skirt/shorts
- Gray shirt with black trousers/skirt/shorts

JACKET/SWEATER

Optional, dark brown or black jacket or dark brown or black knit sweater. Operators cannot wear jackets or sweaters of a non-approved style/color while operating a bus.

TIES

Ties may be worn while on duty. Ties may be pre-tied, four-in-hand, bolo, or cross. Ties must be red, black or brown in color.

SOCKS

Socks must be dark brown or black. Female operators may wear hose (in natural skin tone).

SHOES

Shoes or boots must be leather, black or dark brown in color, with laces to match, if required. All shoes must be capable of being polished and must be kept presentable. No running, tennis, canvas, open toe, open heel, or spike heel (more than 2”) shoes are allowed. Sandals are not allowed.

BELT

The belt must be black or brown, in a solid color, with operator’s choice of gold or silver buckle.

SUSPENDERS

Suspenders may be black, brown, or red in color. No other colors will be allowed.

JEWELRY

All jewelry should be kept to a minimum, and any item which presents a safety hazard to the operator is strictly prohibited. Only items authorized by the District may be worn on the uniform.

BADGES/PATCHES/PINS

Only badges, patches, and pins, specifically authorized by RTD, may be displayed on any part of the uniform. A shoulder patch, affixed to the right shoulder of every uniform shirt, jacket, or sweater, must clearly identify the full, legal name of the Contractor and be legible from a minimum distance of six (6) feet, and such patch must be circular in shape with a three (3)-inch diameter, or rectangular in shape with a horizontal
dimension of three (3) inches and a vertical dimension of two (2) inches. Such patches may be in Contractor’s official logo colors.

It is mandatory that every operator display a brass name badge containing, at a minimum, the operator’s first or last name and employee number. The badge must be produced with black lettering of sufficient size to be legible from a minimum distance of six (6) feet and must be rectangular, measuring three (3) inches in the horizontal dimension and one (1) inch in the vertical dimension. Contractor’s logo may also appear on the name badge in a manner consistent with the lettering of operator’s name and badge number. This badge must be worn on the right pocket flap of the shirt, or just above the right shirt pocket.

Any RTD-authorized pins should be worn on either the collar or the epaulet.

**UNIFORM CAP**

Operators may wear a dark brown or black, hard-bill cap, or a dark brown or black baseball type cap, with the authorized insignia (see shoulder patch) of the Contractor, with bill facing forward. Also authorized is a 100% knit stocking cap in the approved color (BROWN or BLACK). Stocking caps of any other color may not be worn while on duty.

**STOCKING CAPS**

Stocking caps of the approved uniform color are available from the specified uniform supplier and may be worn during periods of extremely cold weather, as needed by the operator. This stocking cap may not be pulled down over the eyes or face.

**PERSON**

Operators must maintain a neat, clean personal appearance at all times. Operators must practice good hygiene, including regular bathing. Hands, teeth, ears, and fingernails must be clean. Faces must be clean-shaven when a mustache and/or beard are not worn.

**HAIR**

Hair must be neat, clean, combed, and acceptably trimmed and groomed. Hair must not obstruct the vision of the operator from either the front or sides.

**BEARDS/MUSTACHES/SIDEBURNS**

Beards, mustaches, and sideburns must be neat, clean, and trimmed to give a well-groomed appearance.

**APPAREL**

All uniform apparel must be neat, clean, of satisfactory fit, and in good repair. Uniforms must be cleaned and pressed at frequent intervals.

**BUSINESS CASUAL DRESS DAYS**
Operators may wear authorized polo shirts on RTD designated “business casual dress days” consisting of Sundays, RTD holidays and various weekdays as determined by the District. Operators may choose tan, black or nickel gray polo shirts. Polo shirts must be tucked in. Boxed hemming is not an option for the polo shirts.
PART 3

ATTACHMENT 9-D

RTD-SPECIFIC ADA-RELATED COMPLIANCE REQUIREMENTS

These requirements are intended to supplement and not replace other requirements in this Contract or any other obligations required by any statute, law, rule, regulation, or ordinance including, but not limited to, 49 C.F.R. Parts 37 & 38. It is the Contractor’s obligation and duty to remain apprised of all applicable laws, rules, regulations and ordinances that may affect the Work.

RTD will supply plaques showing the bus number in Braille/contractor will install
RTD will supply related signage/contractor will install
RTD will supply box & bus number slips/contractor will install & fill
RTD will supply "Secure Here" stickers to the public
RTD will supply stokes straps to the public
RTD will employ & direct undercover ride check personnel
Contractor responsible for ADA training & re-training
  All new operators required to receive ADA training
  All operators to receive ADA refresher training annually
  Contractor may utilize members of disabled community for ADA training
  Contractor responsible for cost of any ADA training costs
  Contractor responsible for documenting ADA training/refresher training
Contractor will employ a clerk to document and track the following:
  Submit report monthly to RTD that includes the following:
    Document undercover ride checks w/operators identified
    Operators required to call out transfer points & use PA
    Notation of any discipline or retraining given
    Document lift failures/repairs reported to RTD Dispatch
      Notation of lift repair work order
      3 fails in 6-week period, RTD to inspect
      6 fails in 12-week period, contractor to replace lift
      RTD to provide one rebuilt replacement lift unit
      Lift failures do not include those cleared in route by operator or supervisor
    Document lift failures reported through other sources
    Compare customer complaints to DVIRs & Dispatch logs
    Submit copies of DVIR and lift repair work order

Document all incidents of pass ups for passengers using mobility devices (wheelchairs)

Contractor will monitor/document AM and PM lift cycling
  Contractor will employ lot supervisors to monitor lift cycle
  Contractor will submit documentation monthly to verify lift cycle

Contractor responsible for providing backup transportation if lift fails and +30 min wait
  If contractor cannot provide backup transportation, RTD will provide
Contractor will be billed $60.00 per incident for RTD provided transportation
Contractor may use inoperative lift only for short pieces of work only on day discovered
PART 3

ATTACHMENT 10

REPORTING REQUIREMENTS

A. The Contractor must maintain systems capable of tracking performance and other service-related data and producing reports. The reporting requirements and submission details are noted below:

1. Passenger Boardings/Farebox Reports. The Contractor must follow established GFI procedures for probing and electronic transfer of all farebox data and daily records to the RTD central database. If the system does not correctly transmit the required information electronically, the GFI reports will be downloaded to a disk and delivered to RTD.

The Contractor will review the GFI reports daily to identify and follow up on any mechanical or operational issues.

2. Service Provision Reporting. The Contractor must verify all daily provision of Revenue Hours with RTD before the monthly invoice is submitted to RTD for payment. This reporting will incorporate total number of actual hours of service provided for the invoiced month in accordance with the contract and amendments. The service provision hours will be verified by the Manager of Competitive Services’ office before a monthly invoice may be submitted.

This report will include all hours (to 100ths) that are counted as lost service. Lost service will be calculated for each occurrence in which 15 minutes or more of service is not provided as scheduled due to maintenance or operational circumstances. Service losses will be based on lost service time as recorded on the RTD Daily Dispatch Log. Lost service will also include any other days on which the scheduled number of hours is different than the base hours (service is limited or cut back to a Saturday or Sunday schedule or not provided at all, i.e. school trippers). These hours of lost service, in 100ths, will be noted on the monthly invoice and must be subtracted from the total number of base hours invoiced for the month.

If disputes arise regarding the amount of lost service, the Contractor must contact the Manager of Competitive Services or his/her designee for resolution. RTD will utilize the flashback feature of the radio/AVL system, as well as communication with RTD dispatchers, to verify lost service issues. The decision of Manager of Competitive Services regarding service loss will be final.

Additions to service hours may also be included with the service provision reporting. All additions to service hours must be previously approved by RTD in
writing. These approved additional hours, in 100ths, will be noted on the monthly invoice and must be added to the total number of base hours invoiced for the month.

All determinations of lost or additional service will be verified by the Manager of Competitive Services’ office before monthly invoices are submitted.

3. **RTD Providing Service on Request.** On occasion the RTD will provide service on a Contractor’s route due to extenuating circumstances. This service is only provided upon request by the Contractor, unless customer service will be severely impacted, i.e., if a trip on an Express route cannot be adequately operated by the Contractor, RTD will operate the trip. RTD may charge the Contractor for the time the RTD vehicle is used in revenue service (excludes garage deadhead). The amount of service provided will be invoiced at $160.00 per hour. RTD will invoice the Contractor for RTD-provided service on a monthly basis.

RTD provided service is considered a replacement of Contractor’s obligation to provide service. The service hours performed by RTD will not be considered “lost revenue service” for the Contractor. RTD will not assess Liquidated Damages for RTD-provided service.

4. **Farebox Revenue Reporting.** All farebox revenue reporting for invoice purposes must be through the last day of the month. Cash revenues for the previous month must be subtracted from the invoice. Refer to Part 3, Attachment 15, for additional fare collection requirements. Any deviation to this requirement must be approved by the Manager of Competitive Services.

5. **National Transit Database (NTD) Reporting.** The Contractor is responsible for the accurate sampling, tracking and reporting of annual NTD data.

The RTD receives federal subsidies according to an FTA formula calculated upon data generated from the RTD and its Contractors’ annual NTD data. The Contractor must follow the current NTD requirements and comply with yearly updates issued by RTD. A complete set of the current required forms, instructions, and sampling methodologies will be provided to the Contractor. Report forms and instructions will be provided by the RTD and will include information as follows:

a. Non-financial operating data

b. Total operating expenses classified by functions. Only expenses associated with the operation of the purchased transportation are required.
c. Total revenue collected for the purchased services and used to offset or decrease the expense to the RTD for the service.

d. In compliance with Federal regulations, the Contractor must maintain documentation sufficient to attest to the following:

- System in place and maintained for recording data in accordance with FTA’s NTD regulations
- Available source documents to support the recorded data (must be kept for FTA review and audit at any time, up to three years following FTA’s receipt of data)
- System in place to record these data on a continuing basis
- System of internal controls must exist to assure accuracy of the data collection process and recording system
- Data collection methods are in accordance with those suggested by FTA or an FTA approved equivalent in assuring quality and precision
- Data present appear to be accurate

Accordingly, the Contractor must comply with any and all FTA specifications for compliance with the NTD regulations. The Contractor must have at least one individual on staff that is knowledgeable of NTD reporting requirements. The Contractor must submit the required NTD annual information on an as-requested basis to ensure compliance with the annual NTD requirements. RTD may request validation of sampling and other requirements at any time. Additionally, supplemental information may be required quarterly and annually.

The Contractor is responsible for an independent audit of NTD reports before they are submitted to RTD on an annual basis. The Contractor must be notified of the final submission date for audited annual information. Failure to meet the deadline may result in liquidated damages.

Non-Compliance. Should FTA reject any portion of a Contractor’s annual NTD report for non-compliance, reimbursement of expenses to the Contractor will be reduced by an amount deemed to be reasonable by the RTD.

6. On-Board Reports. The RTD may require special passenger load or running time reports on a route. These special reports will be requested in writing by RTD. In addition, RTD may periodically request the Contractor to distribute survey forms to be filled out by the customer and returned to RTD.

7. Emergency Notification. The Contractor is required to immediately notify the Manager of Competitive Services of any accidents or incidents of a serious nature (major damage to bus or property; serious passenger, pedestrian or motorist injuries; assault on operator or passenger, etc.), or where media coverage is present, or where environmental hazards are present.
8. **Detours.** Whenever the Contractor creates a detour, the following procedure must be followed:

   **Notify RTD dispatch via radio or telephone.** If requested by RTD dispatch, FAX a written copy of the detour to the RTD dispatch, FAX number (303) 299-6500. Include comments including the reason for the detour, how long it is anticipated to exist, the new detour route, and provide a Contractor contact person and telephone number for additional information, if it is needed.

9. **Accident Reports.** The Contractor's operator must immediately notify the RTD dispatcher of any accident (regardless of how minor) or incident involving a vehicle operated by the Contractor. A copy of the written accident or incident report must be forwarded to the Manager of Competitive Services within 72 hours of the accident/incident. This reporting requirement includes accidents on Contractor property, as well as on the street, at all times in or out of service.

   The Contractor will determine whether the accident was preventable or non-preventable and will indicate the preventability determination on the accident lapel or a cover sheet when it is submitted to RTD. This information will be used to report the contractor’s performance on a monthly and quarterly basis. In addition, the Contractor must submit copies of the NTD S&S 40 and S&S 50 reports to Competitive Services for additional monitoring and reporting of accident/incident data. These reports must be submitted by the fifth working day of the following month.

   Passenger and vehicle accident information should be tracked and reported based on the following criteria: report passenger accidents that resulted in the immediate medical transport of one or more passengers from the accident scene; report all occurrences wherein a vehicle operated under this contract makes contact with another motor vehicle, pedestrian, or a fixed object. Accident performance data is also subject to penalties and incentives as detailed in the Terms and Conditions of the Contract.

10. **Commendations/Complaints.** Any commendations/complaints that are received directly by the Contractor must be forwarded within 24 hours to the RTD Telephone Information Center (TIC) for entry into the RTD system. Refer to Part 3, Attachment 17, for additional details.

11. **Maintenance Repair Orders, PM’s, Interior Cleans, and Daily Fuel Sheets.** To be input in the RTD Maximus system in accordance with Part 3, Attachment 12, within 72 hours of the work being performed.

12. **Monthly Total Vehicle Miles.** The Contractor must submit a monthly reporting of vehicle miles broken down by subfleet. The report must be submitted by the
fifth working day of the following month. This mileage information is used to calculate certain performance data found in the Terms and Conditions of the Contract (Penalties and Incentives).

13. **PMI Compliance Report.** The Contractor must submit a monthly reporting of all Preventive Maintenance Inspections (PMI) completed. This report must list the bus number, inspection date, miles at current PMI, miles at previous PMI, miles between previous and current PMI, and variance to scheduled miles. The report must be submitted by the fifth working day of the following month.

14. **Service & Cleaning Compliance Report.** The Contractor must submit a monthly reporting of all interior cleans completed. This report must list the bus number, cleaning date, miles at current cleaning, miles at previous cleaning, miles between previous and current cleaning, and variance to scheduled interval. The report must be submitted by the fifth working day of the following month.

15. **Runboard Data.** RTD will provide the Contractor with all necessary data for runcutting in advance of the runboard effective date. The Contractor is responsible for runcutting the contracted service and submitting the runcut data to RTD. Runcut data files must be provided to the Contractor approximately 2 months prior to the runboard effective date. The Contractor must return the runcut data files to RTD approximately five weeks prior to the runboard effective date in a comma or semi-colon delimited text file (preferred) or Microsoft Excel format file, via e-mail. The specific timeline for each runboard will be provided by RTD. The runcut data must be provided in the following format:

**DATA FIELDS FOR RUN DATA EXCEL SPREADSHEET**

(Service Type: This describes the service type for this run (Weekday, Saturday or Sunday).

Enter: ‘Weekday’ or ‘1’
‘Saturday’ or ‘2’
‘Sunday’ or ‘3’

Run Number: This is the specific run number.

Enter: Run Number, for example ‘12345’

Piece Number: A run may involve more than one block. In this case, the first one is piece number 1, and the second is piece number 2.

Enter: ‘1’ or ‘2’

Route Name: This is the route name, for example ‘30’ or ‘36L’.
Enter: Route Name, for example ‘30L’

**Block Number:** This is the block number, a one- or two-digit number.

Enter: Block Number, for example ‘4’

**Start Time:** This is the start time of the run, either the pull out time if the run pulls the block out from the garage, or the time that relief is made.

Enter: Start Time, either in military time - hh:mm format, or as minutes past midnight.

6:30 am would be either ‘6:30’ or ‘390’.

**End Time:** This is the end time of the run, either the pull in time if the run pulls the block in to the garage, or the time that the driver is relieved.

Enter: End Time, either in military time - hh:mm format, or as minutes past midnight.

6:30 pm would be either ‘18:30’ or ‘1110’.

**NOTES:**
For service than runs into the next service day, the times for the next day should be expressed in time greater than 24 hours, (i.e. 25:13 not 1:13). If using minutes past midnight format, any service on the next service day would be greater than 1440 minutes (i.e. 1:13am the next morning would be 1513 minutes).

--- OR ---

### Example Data

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Run Number</th>
<th>Piece Number</th>
<th>Route Name</th>
<th>Block Number</th>
<th>Start Time</th>
<th>End Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weekday</td>
<td>12345</td>
<td>1</td>
<td>30</td>
<td>4</td>
<td>6:15</td>
<td>11:50</td>
</tr>
<tr>
<td>Weekday</td>
<td>54321</td>
<td>2</td>
<td>30</td>
<td>4</td>
<td>11:50</td>
<td>18:26</td>
</tr>
</tbody>
</table>

--- OR ---

3 33224 1 11 1 530 846

**NOTES:**
A printed report, in similar format as currently provided, should accompany the data disk, as well as a document describing the data format.

Any changes in operator assignments to runs that occur after the schedule change date should be transmitted to the Manager of Competitive Services in printed form. RTD will have the right to request a complete data set on disk at any time.

The Contractor must indicate to RTD any changes needed in the level and locations of loop extras and changes in pullout and pullin deadhead time at the time the run cut is supplied to RTD.

The Contractor must have someone available to assist resolving errors and issues that are discovered while loading the run cut files into the RTD production systems. RTD will review pull out times to confirm enough time is provided for revenue operators to arrive at the first time point with enough time to depart within 60 seconds of the scheduled time) greater than 95% of the time.

16. **Bus Assignments.** The Contractor will be required to input all A.M. and P.M. pull-out bus assignments into the RTD TIES computer system. A.M. bus assignments must be entered between the hours of 2:00 A.M. and 6:30 A.M., and P.M. bus assignments between 10:00 A.M. and 2:00 P.M. Bus trades made after the initial bus assignments are entered into the computer system for any reason are not to be entered by the Contractor. All bus trades are to be called into RTD Dispatch (either by the operator or the Contractor’s dispatch), and the RTD Dispatcher will enter the information into the system. **This includes all trades made after assignment but before pull out.**

17. **Flashbacks.** RTD may use the flashback feature of the radio/AVL system to investigate complaints, disputes, or questions related to Contractor service delivery. These flashbacks are an actual record of on-street performance as relayed through the Automatic Vehicle Locator and therefore need no further verification. Liquidated Damages may be assessed from these flashbacks.

The Contractor must designate supervisory personnel to perform flashbacks as needed to assist in the investigation of customer complaints or Liquidated Damages. Flashbacks can be performed via a remote desktop web based application. In the event of an outage Contractor must perform flashbacks on a console located in the RTD Telephone Information Center (TIC). The Contractor may request Competitive Services staff perform flashbacks on specific incidents, but the flashbacks will only be performed as time allows. If the amount of time involved for flashback requests is excessive, the Contractor will be charged $45.00 per hour for Competitive Services staff time.
18. **Liquidated Damages.** Liquidated Damages provisions as defined in the Contract are assessed daily as they are identified. The assessed Liquidated Damages are forwarded to the Contractor for response. The Contractor’s response is then returned to the Manager of Competitive Services. The Manager of Competitive Services reviews the response and makes a determination on chargeability of the Liquidated Damage (full amount charged, reduced amount charged, or excused). All Liquidated Damages that are not responded to by the Contractor within 30 days of the incident date will automatically be reviewed and charged as determined by the Manager of Competitive Services.

The decision of Manager of Competitive Services regarding Liquidated Damages will be final.

19. **ADA, Elderly & Disabled Services Reporting.** The Contractor must monitor specific ADA, Elderly & Disabled passenger service issues and provide monthly reports as follows:

   a. **Pull-out lift/ramp checks.** Every day (weekday, Saturday, Sunday) the Contractor must have supervisory personnel observe and record operators cycling the wheelchair lift/ramp on every bus that pulls out into revenue service (A.M. and P.M.). The report must identify any inoperable lift and indicate what was done at the time of pullout, i.e. bus traded out, bus repaired, etc. The Contractor must forward the updated spreadsheet (electronic copy) to RTD Competitive Services on a monthly basis by the 5th working day of the following month. The daily lift/ramp check reports must be kept on file at the Contractor facility and will be subject to audits by RTD.

   b. **Customer complaints.** The Contractor must track all customer complaints related to ADA, elderly & disabled passenger issues in a spreadsheet format provided by RTD. The spreadsheet must track issues of concern to the disabled community such as inoperable lifts/ramps in service, causes of inoperable lifts/ramps (mechanical or operator), repair or disciplinary action taken, operators calling out the appropriate transfer points/intersections/bus stops using the bus public address system (as needed when the Automated Stop Announcement system is not working properly), records of disciplinary action and retraining, etc. The Contractor must forward the updated spreadsheet (electronic copy) to RTD Competitive Services on a monthly basis by the 5th working day of the following month. This spreadsheet must be maintained by the dedicated clerk assigned to track these ADA issues. Contractor will provide additional documentation regarding ADA complaints as requested by RTD.
c. **ADA Pass Ups.** The Contractor must thoroughly investigate all incidents where disabled passengers using mobility devices (i.e., wheelchair) are not able to board the bus. The Contractor must review and store video of ADA pass-ups where disabled passengers are not allowed to board the bus. The Contractor must also review audio from the RTD dispatch and operator radio conversation. The contractor must complete a summary of their findings. All records related to the ADA Pass Up (summary, video and audio records included) must be forwarded to RTD Competitive Services.

20. **Drug & Alcohol Testing.** Initially, and upon request, the contractor must identify a Designated Employer Representative (DER) who will be directly responsible for the contractor’s drug and alcohol program. This DER must attend a Transportation Safety Institute (TSI) DAPM training or approved equivalent within 3 months of assuming DAPM duties.

Initially and upon request, the Contractor must establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 655. On an annual basis, the Contractor will certify its compliance and any eligible subcontractor’s compliance with Part 655. The contractor will also submit the Management Information System (MIS) reports to the RTD Drug and Alcohol Program Manager (DAPM) no later than February 15th of each year. To certify compliance, the Contractor must use the “Substance Abuse Certifications” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register.

21. **Other Reports.** The Contractor must be required to submit other reports as determined by RTD. Requirements and due dates will be passed on to the Contractor by the Manager of Competitive Services. Other reports must include, but are not limited to, the following:

- New hire and training lapel sheets for Contractor employees
- Listing of current & terminated Contractor employees
- Headcount updates and operator training status upon request
- Operator run assignments as requested
- DOT records upon request
- DBE/SBE Utilization Status
- Affirmative Action Status and Plan upon request
- NTD Safety & Security reports
- Training records of maintenance personnel

22. **Mail Delivery and Pick Up.** The Contractor must assign supervisory personnel to drop off and pick up inter-company mail each day, Monday through Friday (holidays excepted), at the offices of RTD Competitive Services, 1560 Broadway,
Suite 1075, before noon each day. Special mail pick-ups may be requested outside of these times.

REQUIRED DOCUMENTATION

1. Initially, and upon request, Contractor must provide procedures for meeting the sampling, reporting, and auditing requirements of the National Transit Database (NTD). Identify the individual (position) that will perform these duties and detail their competency in accomplishing the requirements in accordance with FTA guidelines.

2. Initially, and upon request, Contractor must provide details of program that satisfies the testing and reporting requirements of 49 C.F.R. Part 655. Identify the individual (position) that will perform these duties and detail their competency in accomplishing the requirements in accordance with FTA guidelines.

3. Initially, and upon request, Contractor must provide procedures for meeting the runcutting requirements as detailed in Part 3, Attachment 10, Reporting Requirements. Identify the individual (position) that will perform these duties and detail their competency in accomplishing the requirements in accordance with RTD guidelines.
PART 3

ATTACHMENT 11

VEHICLE ACQUISITION

A. Contractor must provide all non-revenue vehicles for operations support. These vehicles include Street Supervisor vehicles and relief vehicles.

The Contractor’s supervisor vehicles must be white and identified as a supervisor vehicle with the Contractor’s name, i.e. “Contractor Name – Street Supervisor”. No “RTD” must appear on the vehicle. Supervisor vehicles must be equipped with the necessary supplies and equipment to respond to emergencies, i.e. chains, ice melt, shovel, windshield washer fluid, floor dry, mirrors, fire extinguisher, graffiti remover, accident investigation equipment/supplies, portable destination signs, etc. The Contractor should consider using a type of supervisor vehicle capable of transporting passengers should a bus become disabled or an incident occur and a passenger needs to be transported.

The Contractor’s relief vehicles must be white and identify Contractor’s name, i.e. “Contractor Name – Relief Vehicle”. No “RTD” must appear on the relief vehicle.

B. Contractor must provide all service trucks that will allow mechanics the ability to perform minor repairs on the road.

Maintenance vehicles must be identified as belonging to the Contractor (Contractor name). No “RTD” must appear on the vehicle. Maintenance vehicles must be equipped with fuel, lubricants, fluids, parts, tools, mirrors, etc. in order to repair and/or move the bus in an emergency.

C. The Revenue Vehicles are currently operated by the existing Contractor, First Transit. RTD will inspect the buses prior to the end of the existing Contract and current Contractor will complete any needed repairs. New Contractor may inspect the buses prior to the Service Start Date of the contract; however, RTD will have the final say regarding any repair work to be completed. Revenue Vehicles required for this Contract will be transitioned to the Group 27 Contractor the evening prior to the start of Revenue Service (May 13, 2017).

D. The Revenue Vehicles will be provided in “as is” condition. If the Group 27 Contractor is not the incumbent, the Contractor must have seventy-two (72) hours from receipt of the Revenue Vehicles to inspect the vehicles and notify RTD in writing of any defects noted. Resolution as to the responsibility for the repair of said defects must be worked out between the Manager of Competitive Services and the Contractor.
PART 3
ATTACHMENT 12

VEHICLE MAINTENANCE AND CLEANING PROGRAM REQUIREMENTS

The Contractor must maintain all Revenue Vehicles in a safe, clean, and mechanically sound operating condition. Preventive maintenance of all Revenue Vehicles is required under this Contract. Deferring vehicle maintenance is strictly prohibited and is grounds for Contract termination.

The Contractor must complete, from bumper to bumper, all maintenance and repair of the Revenue Vehicles, including the routine replacement of components, within the Contract price, and in accordance with all RTD and manufacturers’ specifications and standards, and preventive maintenance manuals, as a minimum. The Contractor must provide qualified, trained maintenance personnel; an acceptable transit maintenance facility; and institute a vehicle maintenance program with minimum requirements as indicated below. Failure to adhere to the vehicle maintenance and cleaning program requirements set forth in the Scope of Work/Services may result in Liquidated Damages or other contractual remedies, up to and including termination.

A. MAINTENANCE PERSONNEL

Maintenance personnel assigned to work on the Revenue Vehicles must have a thorough knowledge of:

1. Bus engines, transmissions, electrical, multiplex I/O electrical systems, electronic engine and transmission controls, hydraulic and air systems, engine cooling systems, radiators, passenger heating and cooling (A/C), and related mechanical parts.

2. Methods and procedures used in servicing mechanical equipment.


4. Tools, precision instruments, equipment, and procedures used in the general repair and maintenance of bus equipment.

5. Decimals, fractions, and specifications related to bus mechanics.

6. Specialized areas such as painting, upholstering, brake relining, air-conditioning, electronic destination signs and wheelchair lifts.

Maintenance personnel must be able to:
1. Inspect bus engines, transmissions, and other related parts.

2. Diagnose bus engine, transmission, electrical, multiplex I/O electrical, hydraulic, climate control, and air system problems and related parts.

3. Repair bus engine, transmission, electrical, multiplex I/O electrical, hydraulic, climate control, and air system problems and related parts.

4. Document, on RTD-approved forms and in RTD systems, all repairs performed.

Contractor must:

1. Maintain the mechanic/technician-to-bus ratio as stated in the Contractor’s response to the RFP throughout the term of the Contract.

2. Maintain the service/cleaning technician-to-bus ratio as stated in the Contractor’s response to the RFP throughout the term of the Contract.

B. MAINTENANCE TRAINING

1. All maintenance personnel must receive a minimum of 40 hours of training per year. This training may include Contractor or vendor-provided refresher/update training on various aspects of bus maintenance and/or RTD-provided maintenance classes. Contractor must provide documentation on an annual basis of all maintenance training provided during the year. This information must be provided electronically and must include detail on training topics and hours of training.

2. Maintenance department must obtain an ASE Blue Seal certification by the end of the first year of the contract. If required certification is not met, contractor must provide documentation of good faith effort to obtain certification.

C. MECHANICAL MAINTENANCE PROGRAM

1. Contractor is fully responsible for the safe and efficient maintenance of all vehicles in strict conformity to all DOT regulations, manufacturer specifications and RTD requirements. Contractor’s duty and responsibility to maintain all vehicles and equipment is not delegable to any other person, firm or corporation.

2. Contractor must provide all fuel, lubricants, repairs, cleaning, parts, supplies, labor, maintenance, major components, and component rebuilding and replacement, and have available the necessary service facilities and equipment to perform the maintenance required for the operation of all equipment.
3. All wheelchair lifts, ramps, tie-downs, and related equipment must meet ADA and RTD requirements and must be inspected, serviced, and lubricated at intervals as specified by RTD (Part 3, Attachment 23) to insure that the wheelchair lifts and ramps are safe and fully operational before the vehicle is used in Revenue Service. Operator pre-trip inspections must be utilized to check lift/ramp operation before pull-out from the garage. If the lift/ramp is inoperable at the time of pull-out the bus must be repaired or traded before pull-out.

When a lift/ramp is discovered to be inoperative, the Contractor must take the vehicle out of service. Repairs must be made before the vehicle is used in Revenue Service. If no spare vehicles are available the vehicle may be used for service on short trippers until repairs have been made or no longer than 72 hours. However, this does not relieve the Contractor from a possible Liquidated Damage being assessed. If the lift/ramp is partially operable, but will not complete the cycle with possible safety concerns, the vehicle may not be used in Revenue Service until repairs are made.

The RTD requires a lift/ramp be inspected by RTD maintenance personnel if the lift/ramp fails for any reason while in service three (3) times within a six (6) week period. The RTD requires a lift/ramp be replaced if it fails for any reason while in service six (6) times within a twelve (12) week period. Lift/ramp repairs and major lift/ramp inspections (24,000 mile interval) must not be deferred for any reason. All lift/ramp components and replacements are the responsibility of the Contractor.

4. All buses will be provided with Braille bus number plaques (2), a small take-one box for printed bus numbers, and special message decals. The Contractor must ensure that Braille plaques, number boxes, and decals are mounted and in good condition on the bus in the appropriate locations and for maintaining an adequate stock of printed bus number slips (inventory provided by RTD). RTD will provide the signs, decals, bus number boxes, and Braille plaques and will furnish them upon request through Competitive Services. Additional information regarding RTD ADA-related requirements is available in Part 3, Attachment 9-D.

5. Brake inspections and maintenance must be performed at the intervals indicated (Part 3, Attachment 23) to insure the safe and efficient operation of the braking system in accordance with DOT regulations and RTD requirements. Brake inspection and repair personnel must meet all DOT requirements. Brake testing must be performed with Tapley performance readings in accordance with RTD supplied data. Wheel bearings must be inspected and replaced as necessary at each brake replacement, and/or as directed by RTD maintenance intervals.

6. A laboratory oil analysis must be performed on every bus engine per scheduled maintenance intervals as specified by RTD. A copy of each oil analysis must be forwarded to the Manager of Competitive Services for review by RTD Quality
Control (electronic format preferred). (RTD utilizes Titan Laboratories in Denver for oil and fuel analysis.)

7. A laboratory oil analysis must be performed on every bus transmission per scheduled maintenance intervals as specified by RTD. A copy of each oil analysis must be forwarded to the Manager of Competitive Services for review by RTD Quality Control (electronic format preferred). (RTD utilizes Titan Laboratories in Denver for oil and fuel analysis.)

8. A laboratory fluid analysis must be performed on engine coolant as specified by RTD. A copy of the coolant analysis must be forwarded to the Manager of Competitive Services for review by RTD Quality Control (electronic format preferred). (RTD utilizes Detroit Diesel Power Trac for coolant analysis.)

9. A laboratory fluid analysis must be performed on winterized diesel fuel as specified by RTD. A copy of the fuel analysis must be forwarded to the Manager of Competitive Services for review by RTD Quality Control (electronic format preferred). (RTD utilizes Titan Laboratories in Denver for fuel analysis.) All winter blend fuel must meet the specifications of RTD, contained in Part 3, Attachment 24. RTD requests for independent lab tests of fuel quality must include cetane rating, cloud point, pour point, and sulfur.

10. All components of the bus bodies, appurtenances and frames must be maintained in a safe, sound and undamaged condition. Repairs (body, all bus appurtenances, including advertising frames and bicycle racks) must be made within 14 days of occurrence, unless the defect will affect safety or passenger comfort or have a significant effect on appearance. In the latter cases, repairs must be made before the vehicle is used in Revenue Service.

   All body damage, corrosion, stress cracking, and defects not covered by the original manufacturer must be repaired in a professional manner by the Contractor. All striping and lettering that has faded or been damaged must be replaced. All repairs and painting must be done in a professional manner. When paint is damaged, deteriorated, or faded, the specific area or the entire bus must be repainted if the paint is deemed to have deteriorated to a point requiring repainting.

   Excessive rattles and other similar annoyances to passenger comfort must be repaired within 72 hours of occurrence.

   The vehicles must have all advertising sign frames mounted and in good condition upon initial delivery. The Contractor must install and maintain all advertising sign frames in a good operating condition throughout the contract. Sign frame end caps must be attached at all times, or bottom load sign frames must be used, to prevent signs from becoming airborne in service and a safety hazard.
The vehicles will have bicycle racks mounted and in good condition upon initial delivery. The Contractor must maintain bicycle racks in a good operating condition and install new bicycle racks as needed throughout the Contract.

Bicycle racks/parts must be purchased from the following supplier:

Bicycle Rack  Model DL2  
Sportworks Northwest, Inc.  
15500 Woodinville Redmond Road  
Woodinville, WA  
Contact: Voice 425-483-7000  
FAX 425-488-9001

11. Visibility for driver and passengers must not be obstructed, and glass must be replaced (within 72 hours) when, pits, cracks, abrasions and/or scratches, dust or damage are excessive. Excessive is defined as hindering and/or distorting clear visibility, or is a safety hazard in accordance with DOT regulations. Windows/glass that contain graffiti that is obscene or gang related must be replaced/repairs immediately, or the vehicle must not be used in Revenue Service until corrected.

12. All mechanical, electrical, multiplex I/O electrical, fluid, air, and/or hydraulic systems must be maintained in a safe and operating condition.

13. Climate control, heating and air-conditioning (A/C), systems must be maintained in an operational condition year round. Climate control systems must be able to maintain the passenger compartment temperature at a comfortable level under all climatic conditions at all times when in Revenue Service. Failure to have a properly operating heating or air-conditioning system in revenue service may result in Liquidated Damages.

All freon must be reclaimed and reused to the maximum extent practicable. Contractor must meet all Federal, state, and local EPA requirements related to freon.

14. Passenger and operator seats must be maintained in proper operating condition. All tears, cuts, gum, graffiti, and other damage must be repaired in a professional manner within 72 hours of occurrence. Seats that contain graffiti that is obscene or gang related must be repaired/replaced immediately, and the vehicle must not be used in Revenue Service until corrected. Seat covers and/or cushion materials which are worn or cannot be professionally repaired must be replaced within 72 hours using materials which are identical in design and color as those materials being replaced.
All seats must be free of excessive dust. Cushioned seats must be vacuumed at the 3,000 mile interval in order to keep dust to a minimum (3 hand slaps from a height of 12” should not leave a hand print and/or excessive dust in air). All seats must be shampooed at the 24,000 mile interval.

15. The Contractor must make all repairs to the public address (PA) system and the repairs must be completed within 24 hours of initial problem. The PA system must be operational under the requirements for ADA and RTD. Failure to have an operational PA in Revenue Service may result in Liquidated Damages.

16. The Contractor must make all repairs to the electronic destination signs and the repairs must be completed utilizing authorized parts and maintenance procedures. The Contractor must have trained mechanics and sufficient inventory of component parts to repair destination signs within 24 hours of initial problem. Failure to have an operational destination sign in Revenue Service may result in Liquidated Damages. Additional information regarding destination sign operation is included in Part 3, Attachment 13.

17. Contractor must establish and maintain an ongoing spare parts inventory sufficient to adequately maintain buses in order to meet peak hour vehicle requirements.

18. All repairs must be made in accordance with applicable procedures listed in the vehicle manufacturer’s maintenance manuals and must comply with all local, state, and Federal regulations and RTD requirements and maintenance standards.

19. Contractor must ensure that all warranty claims are processed accurately and efficiently, and must forward copies of all warranty paperwork to the RTD Warranty Engineer in a timely manner.

20. RTD will complete all repairs and preventive maintenance for the fareboxes, receivers, vaults, probes, computers, and other associated fare collection equipment. The Contractor must identify farebox problems and report them to RTD Dispatch immediately. The Contractor must coordinate access to the vehicle, in service or at the Contractor’s maintenance facility.

RTD will furnish an appropriate number of spare fareboxes for use by the Contractor. The Contractor must complete all lock changes and ensure the security of the farebox locks. All new Contractors are required to have the existing locks replaced at the time of transition. The purchase of farebox locks and keys must be coordinated through the RTD Treasury Manager.

21. RTD will complete all repairs and preventive maintenance for the Smart Media Technology (smart card readers and mobile communications/data processing equipment). The Contractor must report Smart Card problems to RTD Dispatch
immediately. The Contractor must coordinate access to the vehicle at established times at the Contractor’s maintenance facility for repair.

22. RTD will complete all repairs and preventive maintenance for the radio/AVL system. The Contractor must report radio problems to RTD for repair as soon as possible, but no longer than 24 hours after initial problem. The Contractor must coordinate access to the vehicle at established times at the Contractor’s maintenance facility for repair.

23. RTD will complete all repairs and preventive maintenance for the bus video camera system. The Contractor must report video camera problems to RTD for repair as soon as possible, but no longer than 24 hours after initial problem. The Contractor must coordinate access to the vehicle at established times at the Contractor’s maintenance facility for repair.

24. RTD will complete all repairs and updates for the automatic passenger counter (APC) system. The Contractor must coordinate access to the vehicle at established times at the Contractor’s maintenance facility for repair.

25. The Contractor must provide the hardware and operating the systems necessary for retrieving, reviewing and copying data collected from the video camera’s Digital Video Recorder (DVR). The RTD will be responsible for providing any additional spare DVRs needed to facilitate timely video retrieval and review.

D. BUS CLEANING

1. All vehicles utilized in revenue service must be cleaned on a daily basis. The daily cleaning must include washing and scrubbing of the full exterior, wheels, under carriage, and fuel fill area to remove dirt, grime, oil and other excessive residue. The bus wash must include an under carriage wash to facilitate the daily washing of the bus under carriage. The daily interior cleaning must include washing the inside of all windows; dusting or vacuuming all seats, the dashboard, all stanchions and other exposed surfaces; and sweeping or vacuuming and mopping all floor areas, including removing gum, grease, oil, etc. All seats must be dry before the bus is used in revenue service.

All cleanable graffiti, interior and exterior, must be removed preferably before the bus is placed back in service, but no longer than 72 hours. If the graffiti is obscene or gang related, it must be removed immediately, and the vehicle must not be used in Revenue Service until corrected.

2. Seats which have been vandalized, damaged, or have graffiti which cannot be cleaned must be replaced or repaired with matching fabric/cushions within 3 days. Seats which can no longer be kept clean, have cushions which have
broken down, or are severely worn must be replaced or repaired with matching fabric/cushions within 3 days. If the graffiti is obscene, or gang related, it must be removed immediately, and the vehicle must not be used in Revenue Service until corrected.

3. Windows which have been vandalized, damaged, or have graffiti which cannot be cleaned must be replaced or repaired within 3 days. Windows and/or inserts that are scratched/etched/fogged to the point of becoming opaque/distorted causing possible safety or visibility issues must be replaced immediately (safety) or within 3 days. Scratched/etched/fogged and hampering clear vision must be defined to include bus wash abrasion, graffiti, dust, and damage. If the graffiti is obscene, or gang related, it must be removed immediately, and the vehicle must not be used in Revenue Service until corrected.

4. Bus wheels must be cleaned as necessary to maintain a clean appearance. Chemicals that dull/harm the aluminum finish cannot be used as a cleaning agent. Wheels must be designated front, outside dual, or inside dual and these wheels must remain in these designated locations when changed out.

5. Every 3,000 miles a detailed interior cleaning must be performed. This cleaning must include the following in addition to number 1 above. Each revenue service vehicle must have the seats (frames and cushions), stanchions, ceilings, side walls, modesty panels, and floors scrubbed, washed, or vacuumed (as appropriate). At no time will the bus interior or floors be hosed down, pressure washed or otherwise washed down with excessive amounts of water. Interior cleaning must be limited to scrub mop or towels only. All seats and surfaces must be dry before the bus is placed in revenue service. Insects and vermin must be removed as necessary.

7. Radiator, engine, battery, upholstery, auxiliary heater, air-conditioner, lift compartments and under chassis must be cleaned in accordance with RTD maintenance intervals, or more often if needed.

E. PREVENTIVE/SCHEDULED MAINTENANCE

1. All preventive/scheduled maintenance must be performed at regularly scheduled intervals as indicated on the Preventive Maintenance Checklist Items with Intervals list (Part 3, Attachment 23) and PM data must be input into the RTD MRS (Maximus) computer system by the Contractor within 72 hours of work being performed. All preventive maintenance must be performed within 600 miles of the RTD indicated interval, or lacking an RTD interval, the manufacturer’s recommended interval. Failure by the Contractor to perform required preventative maintenance may result in Liquidated Damages and/or further contractual action.
All preventive/scheduled maintenance (including, but not limited to, vehicle PM inspections, brake inspections, lift inspections, major lift PM inspections, oil changes, engines washes, radiator cleans, interior cleans, upholstery shampoos, climate control inspections) is monitored by the Manager of Competitive Services on a daily basis. All verified preventive maintenance items outside of the 600 mile interval will be deemed unsatisfactory and may result in Liquidated Damages and/or further contractual action.

2. The Contractor must complete component change outs as indicated on the PM Checklist Items with Intervals list (Part 3, Attachment 23). The Contractor must maintain change out records for all components. This includes warranty repairs/replacements. These records are the responsibility of the Contractor whether work is performed internally or through outside vendors.

3. The Contractor must comply with all Federal, state and local exhaust emission requirements. In addition, a test must be conducted on every diesel and gas powered vehicle to measure exhaust opacity annually or as needed for excessive emissions, due to mechanical failure, or as noted from RTD observation. This test must be conducted in accordance with RTD requirements (Part 3 Attachment 24) using a Wager opacity meter. Any vehicle not meeting the RTD requirements listed must be brought into compliance within 5 days. The Contractor must have documentation in accordance with the state requirements, i.e. employee conducting test, and results of each test made.

If a vehicle type requires a state emissions test for gasoline, or other circumstances prevent the Contractor from performing opacity tests, the Contractor must utilize a Colorado State licensed testing facility.

4. All vehicles must have a valid annual DOT inspection and sticker. This sticker must be in plain view from the outside of the vehicle at all times in accordance with DOT. The annual DOT inspection sticker must appear on the lower driver’s side window when feasible. All annual inspection documentation must be filed in the appropriate vehicle file.

5. All contract vehicles will have a valid vehicle registration and permanent license plates provided by RTD. All Contract Vehicles in revenue service must carry proof of insurance in addition to the current registration.

F. MAINTENANCE REPORTING SYSTEM (MRS)

1. Contractor must maintain an up-to-date vehicle file for each vehicle which must contain, at a minimum, the following information:

   a. Make
   b. Model
c. Coach serial number/RTD fleet number

d. License number

e. Transponder number

f. Date received

g. Unit repairs

h. Preventive maintenance inspection reports

i. Daily Vehicle condition (DVIR) reports (Must meet DOT requirements)
j. Work orders

k. Component change outs (serial numbers for major components)
l. Opacity tests

m. Failure/Road call information

n. AVL/Radio serial numbers (or replacements)
o. Farebox serial number (or replacement)
p. All warranty repairs, with appropriate serial numbers for major components (or replacements)

q. Annual DOT inspection documentation

2. The preventive maintenance inspection reports must be kept for the term of the contract. These records must not be destroyed until the Contractor has received written approval from RTD. Daily vehicle condition reports (DVIR) must be kept for a 90-day period, in accordance with DOT requirements.

3. The vehicle maintenance file must be available to RTD upon request. Quality Control Inspectors will perform follow up maintenance repair inspections utilizing the maintenance files and other Contractor maintenance documentation available. RTD personnel are authorized to perform maintenance file audits at any time.

4. The Contractor must complete repair orders using an RTD-approved Contractor form for all bus maintenance repairs and inspections. The repair orders must include all repair codes, schedule update codes, etc. from the RTD repair code booklet, which will be furnished by RTD. The Contractor must input repair data directly into the RTD Maximus Maintenance Reporting System (MRS) no later than 72 hours after the repair is completed. Failure to enter MRS documentation in a timely manner may result in Liquidated Damages.

5. Contractor must input fuel and consumable usages and mileages into the RTD Maximus MRS system on a daily basis or at a maximum of 72 hours from fueling date. Contractor must submit a monthly mileage report, by bus number, by the 5th day of the following month to the Manager of Competitive Services. Failure to input fuel data in a timely manner may result in Liquidated Damages.

6. Contractor must input serial numbers of major component change outs such as engines and transmissions into the RTD Maximus MRS system within 72 hours
of the occurrence. Failure to input major component change out data in a timely manner may result in Liquidated Damages.

G. QUALITY CONTROL

1. Quality Control inspections by RTD staff will be performed on all Revenue Vehicles on a regular basis, generally at the Contractor's facility. This fleet inspection will include post PM inspections and general inspections to verify RTD and/or DOT safety requirements, level of cleanliness, operational capacity of equipment including wheelchair lift/ramp, destination signs, PA system, extent of body damage, follow up on road call related items, and other preventive maintenance items. RTD will check for current DOT Annual Inspections and license plates. RTD Quality Control Inspection Criteria is included in Part 3, Attachment 25. Fleet inspections will generally be scheduled during off-peak revenue service hours, and advance notice may or may not be given. RTD QC Inspectors will inspect any vehicle as is unless the bus is clearly marked out of service prior to the inspection. In addition, RTD staff will perform on-street inspections and RTD reserves the right to inspect any vehicle at any time, at any location, in or out of service.

2. QC Inspectors will conduct a post inspection meeting with the Contractor and will inform the Contractor of all buses taken out-of-service or given 72-hour repair status. The Contractor will be advised under what conditions the bus may or may not operate in Revenue Service until repairs are made. All buses which are taken out-of-service or are designated to have a 72-hour repair status, may be subject to a follow-up inspection and may result in Liquidated Damages. Copies of the inspection forms will be given to the Contractor.

3. If the vehicle does not pass the QC Inspection and must be removed from service, the Contractor will be notified of the specific defects. The Contractor must correct the defects before the vehicle can be used in Revenue Service. All quality control decisions are at the discretion of the Quality Control Inspector.

4. The Contractor must also have a Quality Control Program in place. The personnel responsible for the Contractor Quality Control must make themselves available to interface and work with the RTD Quality Control personnel and other maintenance personnel to ensure all maintenance issues are being addressed appropriately and within a reasonable time.

H. COMPLIANCE MONITORING

1. RTD will monitor the cleanliness, maintenance, wheelchair accessibility device operation, destination signs, public address system, damage condition, heating/air-conditioning operation, and maintenance reporting of all RTD vehicles operated by the Contractor. Monitoring will be accomplished by RTD Street Supervisors, management personnel, service monitors, QC Inspectors, and
undercover ride monitors. Adverse reportings will constitute prima facie evidence of violation of the Vehicle Cleanliness and Maintenance provision of this Contract and may result in Liquidated Damages as set forth in the terms and conditions of the contract.

Communications from passengers and other individuals relative to proper bus maintenance will be thoroughly evaluated as to their probative value in establishing occurrences with this section.

2. RTD will utilize the services of an independent maintenance auditing firm to inspect a portion of the Contractor fleet on a periodic basis. The results of these maintenance audits will be used to monitor the effectiveness of the Contractor’s maintenance program and to provide a snapshot of the condition of the Contractor’s vehicles and maintenance records.

I. REQUIRED DOCUMENTATION

1. Initially, and upon request, Contractor must provide a comprehensive vehicle maintenance plan detailing the following: mechanic/technician training; preventive maintenance; general repair; parts inventory; bus washing; service and cleaning; specialized repairs, i.e. wheelchair lifts, body damage, electronic destination signs, farebox support equipment, air conditioning and heating systems; and support vehicles. (see Part 3, Attachment 12).

2. Initially, and upon request, Contractor must provide procedures for responding to on-street mechanical failures, with minimum adverse effect on Revenue Service, i.e. use of service-truck, use of street supervisors, use of loop extras, etc.

3. Initially, and upon request, Contractor must provide a breakdown of maintenance personnel by function including service and cleaning, general repair, preventive maintenance, parts, etc., to be converted to the mechanic-to-bus ratio and the service-and-cleaning-personnel-to-bus ratio for the number of Revenue Vehicles included in the Scope of Work/Services.

4. Initially, and upon request, Contractor must provide shift schedules for all maintenance personnel including Maintenance Manager, lead/supervisory personnel, mechanics, and service & cleaning personnel.

5. Initially, and upon request, Contractor must provide procedures to ensure internal maintenance quality control and follow up and cooperation with RTD Quality Control personnel. Identify individual(s) responsible for quality control.
6. Initially, and upon request, Contractor must provide procedures for meeting the RTD maintenance-related requirements regarding ADA, elderly and disabled passengers. (See Part 3, Attachment 9)

7. Initially, and upon request, Contractor must demonstrate an understanding of the responsibilities and relationship between RTD and the Contractor with regard to maintenance and repair of fare collection equipment, bus radio equipment, and video system equipment.

8. Initially, and upon request, Contractor must provide procedures to ensure compliance with RTD fare collection requirements. (See Part 3, Attachment 15).

9. Initially, and upon request, Contractor must provide a description of how off-property maintenance functions, i.e. tires, body work, glass, etc., will be performed.

10. Initially, and upon request, Contractor must provide procedures for meeting maintenance reporting requirements.

11. Initially, and upon request, Contractor must provide an acquisition/delivery schedule including the type and quantity for all maintenance support equipment, i.e. fuel tanks & pumps, fluid storage, bus lifts, bus wash, service/support vehicles, computer software, etc. required for startup and on-going operations.

12. Initially, and upon request, Contractor must provide procedures for retrieving, reviewing, and maintaining the information obtained from the video systems on the operated buses.

13. Initially, and upon request, Contractor must provide documentation outlining training requirements and training schedules for mechanics and service and cleaning personnel. Details regarding how and where vehicle maintenance training will be provided during start-up and for on-going operations.
PART 3

ATTACHMENT 13

BUS SIGNAGE

The Contractor must ensure that all buses operating under this Contract display the proper signage at all times while in Revenue Service.

A. All buses are equipped with electronic destination signs (Refer to Part 3, Attachments 5-A through 5-C, Bus Descriptions, for type of destination sign). Contractor must provide the sign programming hardware, and it must be compatible with the RTD signs installed on the buses provided. The Luminator destination signs use a “flash card” for programming. Contractor must procure two “flash cards” for use in programming the Luminator destination signs. One card will be used for flip-dot signs; one card will be used for LED signs. RTD must provide software for updated sign programming information prior to each runboard service change.

B. Bus destination signage must comply with ADA requirements per C.F.R. 49 Parts 37 & 38. A bus is considered properly signed when the destination signs (front, side, rear) and block number signs all display correct readings as referenced in the RTD Trailblazer and on the traincard for the specific route being operated. Each bus operator must carry the current edition of the Trailblazer and the specific route traincard with them at all times when in Revenue Service to ensure they have the correct sign displayed.

C. Destination signs (front, side and rear) and block number signs must be in good repair, well lighted, clean, and readable at all times. Destination signs must be in operation at all times when the bus is in Revenue Service. If a destination sign becomes inoperable while in Revenue Service, the bus must be traded or a portable sign must be provided before the bus leaves the next terminal. An inoperative destination sign must be repaired within 24 hours of report of initial problem. Liquidated damages may be assessed for destination signs that do not function as required.

D. Contractor must provide portable destination signs of a professional quality in the event of a destination sign failure. Portable signs must be legible and large enough to be read by the passenger at a stop when placed in the front curb side window. Hand printed signs are acceptable only on an emergency basis and must be replaced with professional quality signs as quickly as possible. Portable destination signs are to be used on a temporary basis only and no longer than 24 hours after initial problem.

E. RTD will monitor the bus signage of all the Revenue Vehicles through the use of RTD Street Supervisors, management personnel, service monitors, and undercover ride monitors. Adverse reportings will constitute prima facie evidence of violation of the Bus Signage provision of this Contract.
Communications from passengers and other individuals relative to proper bus signage will be thoroughly evaluated as to their probative value in establishing occurrences within this Section.
PART 3
ATTACHMENT 14
RADIO COMMUNICATIONS

The Contractor must ensure that all buses operating under this Contract have a properly operating bus radio at all times while in Revenue Service and/or that all inoperative bus radios are promptly identified and reported to RTD.

A. All buses are currently equipped with an integrated radio and Computer Aided Dispatch / automatic vehicle locating system (radio-CAD/AVL). The system consists of a Motorola XTL2500 700/800 MHz digital mobile radio, a Mobile Data Terminal (MDT), which acts as a controller and a driver’s interface, a radio antenna, a GPS antenna and associated wiring and hardware. Each vehicle is equipped with a voice radio and CAD/AVL system (onboard computer and MDT) compatible with the RTD dispatch system.

B. The radio system must be used for all service-related communications by the operator as detailed in the Trailblazer and also in Part 3, Attachment 9, paragraph A, Radio Procedures. The operator must radio or telephone RTD dispatch prior to contacting the Contractor for any reason while in Revenue Service. If the radio is not operational upon pull-in to the garage, the operator must inform the appropriate Contractor personnel, who must contact the RTD dispatch with the specific information.

C. The Contractor must not have any other communication system available for operator use while in Revenue Service. Operators are not allowed to use cell phones for any purpose while operating a bus in Revenue Service. Operators are not allowed to carry cell phones on their person. Cell phones must be turned off and stowed away in a purse, backpack or bag. Cell phones may be used by the operator at recovery areas so long as the operator is away from the bus. In an emergency, operators may use a cell phone to call 911 and the RTD dispatcher if the vehicle radio is not working and the Revenue Vehicle is stopped.

D. The Contractor is allowed to communicate directly with loop extra operators, but only through the use of two-way radios. The radios must be clearly marked to identify them as being the property of the Contractor. All initial communication regarding the use of a loop extra bus must be routed through RTD Dispatch. Once the Contractor dispatcher has notified RTD that the loop extra bus will cover service (provide bus number, route, location, time, etc.), then the Contractor dispatcher can contact the loop extra operator directly via the two-way radio to give the operator further instructions.

E. This radio-CAD/AVL system is capable of tracking each bus in the RTD system. When required, RTD will utilize the system flashback feature to verify complaints and monitor service. This system will also be utilized to capture performance information. The time
displayed on the MDT is always accurate. However, the schedule shown on the MDT is not always and shall not be used by operators in place of the required traincard.

F. Be aware that any scanner system used to pick up the RTD radio frequencies outside of the RTD Dispatch center might not follow the entire individual radio transmission due to multiple channels, talkgroups and the type of channel trunking system used.

G. RTD will complete all repairs to the radio-CAD/AVL system as installed on the vehicles operated by the Contractor. All radio failures must be communicated to RTD dispatch personnel/service ticket submitted via MAXIMUS as soon as identified in order to allow RTD to promptly schedule required maintenance. After reporting the radio failure, contractor must coordinate radio repairs with the RTD Mobile Technologies Group.

H. The Contractor shall be provided with portable radios and one (1) mobile-as-base radio. The mobile-as-base radio must be installed by the contractor according to guidelines provided by RTD Mobile Technologies Group (MTG). RTD Mobile Technologies Group will assign designated talk group to contractor as necessary. If the Contractor desires more radios than provided under this contract, the Contractor must purchase RTD approved hand-held and stationary radios programmed to the RTD radio system talk groups so that all Contractor Street Supervisors are able to communicate with RTD dispatch, and the Contractor can monitor the RTD bus and supervisor radio frequencies. The RTD radio system is trunked and not all conversations can be scanned. The Contractor must request RTD approval before Contractor owned radio communications equipment is purchased for its dispatch and supervisory personnel to ensure equipment compatibility. If requested, the RTD Competitive Service’s Division must be able to monitor the Contractor’s communications system, and the Contractor must provide such monitoring equipment.

I. The RTD voice radio system is the public safety digital trunked radio system (DTRS) which is managed by the Consolidated Communications Network of Colorado (CCNC). Communications between RTD Dispatchers and bus operators and Street Supervisors is done via talk groups. Details regarding the radio system are noted below:

1. The CAD/AVL system is manufactured by INIT. The on-board bus equipment will include a Mobile Data Terminal (MDT), onboard computer, a Motorola voice radio, and Automatic Stop Annunciators (ASA).

2. Should the Contractor choose to purchase additional radios beyond those provided by RTD, the Contractor may purchase one of the following radio models:
   - Motorola APX4000 portable radio
   - Motorola APX6000 portable radio
   - Motorola APX6500 portable radio
   - Motorola APX7000 portable radio
   - Motorola APX7500 portable radio
The Contractor is required to purchase all replacement batteries for portables.

3. Mobile radios may be installed in non-revenue vehicles or used as stationary base stations. Street Supervisors must have radios with GPS capability. The APX radios have built-in GPS capability. Contractor is responsible for installation of mobile radios in contractor supervisor or support vehicles, and must get approval from RTD Mobile Technologies Group for installer and installation design prior to installation. The installed radios must undergo a quality inspection by RTD Mobile Technologies Group prior to MTG programing the radios. If RTD issued mobile radios are installed in contractor vehicles, the contractor is responsible to have them de-installed following the same approval process for return to RTD.

4. The Digital Trunked Radio System operated by CCNC is a Public Safety radio system. Control of and accountability for all radios is a critical security requirement. As such, quarterly inventory control audits must be performed by the Contractor and submitted to RTD. If a radio is lost or stolen, it must be reported to RTD at MTGGroup@rtd-denver.com within one (1) hour of confirming that it is lost or stolen. RTD will remotely disable the radio. If the radio is found or recovered, RTD can re-enable the radio. If a radio is lost, it is the Contractor’s responsibility to replace the radio with a similar model and features.

5. RTD will program the radio templates. The RTD Mobile Technologies Group can perform radio maintenance on the hand-held and stationary radios purchased by the Contractor at a cost that will reimburse RTD for labor and parts.

6. Upon termination of contract, all RTD radios must be returned to RTD. All contractor purchased radios must have all RTD/DTRS programming removed by RTD Mobile Technologies Group. It is the contractor’s responsibility to make arrangements for this exercise.
PART 3

ATTACHMENT 15

FAREBOXES/FARE COLLECTION/FARE STRUCTURE

A. FAREBOX EQUIPMENT

1. Each Revenue Vehicle is equipped with a GFI Cents-A-Bill electronic registering revenue collection farebox. RTD will provide spare fareboxes and spare farebox vaults. RTD will provide all other GFI support equipment, i.e. collection receiver, cash bins, farebox probes, personal computer (PC)/server, WiFi, etc.

2. RTD will complete all repairs and preventive maintenance to the farebox, Smart Card, and associated equipment. Only RTD farebox technicians will have access to the maintenance areas of the farebox. Only RTD Communications technicians will have access to the Smart Card equipment. RTD is responsible for all costs associated with the preventive maintenance and repairs of the fareboxes and Smart Card equipment, collection receiver, farebox probes, and personal computer (PC)/server, WiFi. The Contractor must provide RTD Farebox Technicians with access to spare fareboxes as required. The Contractor must provide access to all fareboxes and Smart Card equipment on buses identified as defective through the GFI computer reports, Contractor reports, dispatch logs, and other means as may be identified. Access may also include repairs made on-street during revenue service at appropriate layovers.

3. The Contractor must ensure that all fareboxes, Smart Card, and associated equipment is used in a manner to minimize damage and ensure the security of the farebox contents and related reports.

B. RETAINED FARES

The Contractor must collect 100% of all cash fares received through the farebox. The Contractor must be responsible for probing each farebox daily and depositing the contents of each cash box into the revenue collection receiver as required. The Contractor must deposit the contents of the receiver in the bank a minimum of three times per week (or daily if warranted by volume) and must probe and deposit the contents of the receiver in the bank the last day of the month. The Contractor must be responsible for the contents of the receiver. The Contractor must be responsible for reporting weekly the actual cash fares collected, including the type and number of and 10-Ride tickets. Farebox cash reporting must be summarized and totaled on the last day of each month. The Contractor must report the cash revenues received for the month and then subtract this amount from the actual monthly invoice for service hours performed. The cash revenues subtracted from the invoice must be the previous
month’s cash revenues. The Contractor must provide RTD with copies of all individual daily Deposit Slips and Bank Deposit Advisees and the monthly Bank Account statement. This information must be submitted to the RTD Finance Department for reconciliation of the daily bank deposits to GFI reports. A copy of the monthly Bank Account statement must also be forwarded to Competitive Services.

All Contractor cash fares are excluded from the cost of service. RTD will periodically audit the amount of fares being reported through farebox data, random audits, GFI (or other farebox related) statistics reporting, etc.

Additional fare media and fare procedures are described below and also in the RTD Trailblazer.

1. Transfers. Transfers are free and are issued to passengers at the time the fare is paid. The Contractor must issue, collect, and then destroy all transfers (recycling or other means of disposal must be secure and not allow reuse of the transfer). Contractor will receive no monetary credit for transfers. The Contractor must maintain and secure a reasonable inventory of transfer paper at all times. RTD will provide transfer paper and requires advanced notice for reorders.

2. Passes. RTD issues a variety of bus passes and Smart Media that are used for fare payment. The Contractor will receive no monetary credit for monthly pass boardings, MyRide pass boardings, ECO pass boardings, college pass boardings or other bus pass programs. Nevertheless, the Contractor must demonstrate the appropriate accuracy for counting these bus pass boardings through the farebox.

The Contractor must honor valid RTD employee, spouse, dependent, Board, and retiree passes, and other Contractor employee passes for fare payment. RTD must honor valid Contractor employee passes for fare payment.

RTD will advise the Contractor of any changes in marketing programs and sales of special passes which may affect fare collection.

3. Free-Ride Tickets. Free-Ride tickets are a special type of fare-payment coupon primarily used for marketing promotions. The Contractor will receive no monetary credit for Free-Ride tickets. The Contractor must ensure that all Free-Ride tickets are deposited into the farebox and returned to RTD on a monthly basis.

4. 10-Ride Tickets. 10-Ride tickets are alternative fare-payment media available for passenger use. The Contractor will receive no monetary credit for 10-Ride tickets. The Contractor must ensure that all 10-Ride tickets are deposited into the farebox and returned to RTD on a monthly basis.
C. FARE COLLECTION SYSTEM

The Contractor must ensure the accurate collection and security of all passenger fares collected through the farebox.

1. Contractor must ensure that appropriate security systems are in place to adequately safeguard the fares collected by a vault collection system which consists of, but not limited to, a GFI farebox and cash vault on each coach, receiver, etc. through the deposit of revenues.

Security systems must include:
- Video monitoring and video taping of probing and the transfer of the farebox cash vault to the receiver and all other areas that may pose an opportunity for theft.
- Controlled access to all farebox and receiver keys.
- Controlled access to GFI (or other farebox related) computer.
- In the event a bus is sent off property (vendor repairs), the farebox must be removed from the bus.

2. The RTD reserves the right to observe, count, or perform other audit tests which the RTD considers appropriate to determine the security and reporting accuracy of the fare collection procedure.

3. The Contractor must review the GFI (or other farebox related) reports daily to identify and follow up on any mechanical or operational issues.

D. FARE STRUCTURE

RTD’s current fare structure is reflected in the current edition of the Trailblazer. In the event the fare structure is changed, RTD will update the GFI computer and fareboxes and will provide all other media necessary to inform operators and the public of the change.

E. DATA REPORTING

In order to ensure the maintenance of precise and reliable revenue and boarding data base of uniform integrity throughout the District, a Contractor providing transportation services to the RTD may also be required to submit on a weekly basis to the RTD certain boarding and revenue data. These forms, instructions and procedures will be provided to the Contractor.

Error Correction/Accuracy Checks. The Contractor must install the proper mechanisms for ensuring that all data have been screened for errors and are accurate. RTD reserves the right to perform additional accuracy checks to determine the reasonableness of the
data. Prior to the start of service, the Contractor must demonstrate to RTD its ability to collect and substantiate the data.

**F. NATIONAL TRANSIT DATABASE (NTD)**

The RTD receives federal subsidies according to an FTA formula calculated upon data generated from the RTD and its Contractors’ annual NTD data. The Contractor must follow the current NTD requirements and comply with yearly updates issued by RTD (see Part 3, Attachment 10, for additional details).
PART 3
ATTACHMENT 16
PUBLIC INFORMATION/PROMOTION REQUIREMENTS

A. RTD will print and provide timetables for routes served by private Contractors. The number of timetables provided per route will be based upon current boarding statistics and past timetable use for each route. The Contractor must maintain inventory control and call the RTD Customer Information Coordinator when there is need for additional timetables prior to depletion of their supply. Timetables must be reused whenever possible to avoid waste. Updated timetables for affected routes will be provided in advance of a schedule change and must be placed on the appropriate routes two weeks before the schedule change goes into effect. Contractor must dispose of all outdated timetables.

B. Each vehicle used on RTD routes must be equipped with two information (“take one”) boxes. One box is affixed in a prominent location in the forward portion of the vehicle and a second box is installed near the rear exit of the vehicle. The forward “take one” box on the low floor Gillig buses is built in to the driver’s modesty panel.

The “take one” boxes are composed of three sections in a single unit. One section of the box must contain an adequate supply of the timetables for the route being operated. Only the appropriate route schedules for the route being operated should be on the bus. The second section of the box must contain the RTD-produced passenger newsletter. The third section must of the box hold RTD passenger information or promotional materials, such as service change notices, as required by RTD. The materials listed above must be available at all times the vehicle is in Revenue Service. The boxes in the vehicles must be kept in good condition at all times. Replacement boxes are the responsibility of the Contractor.

RTD will monitor the availability of correct timetables through the use of RTD Street Supervisors, management personnel, service monitors, and undercover ride monitors. Vehicles in Revenue Service that are observed without a supply of correct timetables for the route being operated may result in Liquidated Damages.

C. At designated times, the RTD will require that the driver directly distribute and/or collect information to/from passengers. In most instances, this will be service-related materials regarding detours, proposed route changes, or passenger surveys. The RTD will provide specific instructions with the materials to be distributed and/or collected. Distribution of information pamphlets are subject to RTD review and inspection and audits. Contractor must ensure that materials are distributed as directed by RTD.
D. RTD must be notified in writing at least thirty (30) days in advance of any promotion or survey the Contractor may wish to conduct concerning a route. The notification must include: route(s) to be promoted/surveyed, dates of promotion/survey, elements of promotion/survey, expected results and tracking mechanism to be used to determine actual results, costs, and target audience for the promotion/survey. The District may not necessarily participate in the funding and/or implementation of route promotions/surveys. The Contractor must submit the plan for RTD approval prior to initiation of the promotion/survey.

E. News media inquiries regarding bus service must be forwarded to RTD’s designated media spokesperson for handling and replies. Each Contractor must, however, designate an individual who is authorized to speak on behalf of the Contractor should such a resource be needed, as determined by RTD.

F. Contractors will be apprised of RTD’s Emergency Response Plan and will be incorporated into the notification and action procedures as appropriate. In the event of an emergency, the Contractor must adhere to the Emergency Response Plan and carry out assigned responsibilities. The Contractor must provide a 24-hour emergency number and a contact to be used by the RTD for responding to emergency situations as necessary.

G. There may be times when the route(s) operated or services offered by Contractors are topics of discussion at public meetings. Whenever possible, RTD will notify the Contractor in advance of these meetings and of the particular concerns which may be expressed. The Contractor must attend the meetings and, should comment be directed to operational issues, the Contractor must submit to RTD within seven (7) days a plan to address the situations discussed.

H. Lost articles which are found on Contractor buses must be tagged with the date, route number, description of the article, Contractor’s name, driver’s name, and must be delivered to appropriate RTD Lost and Found offices by 11:00 AM Monday through Friday for articles lost on the previous day. All lost and found items must be logged into the RTD Lost & Found computer system (refer to Part 3, Attachment 9 for additional details) before transporting them.

Location of the Lost and Found offices:

Denver Metropolitan Area: Civic Center Station
1550 Broadway
Denver, CO 80202
(303) 299-2288

Boulder/Longmont Area: Boulder Station
1400 Walnut Street
Boulder, CO 80302
I. The Contractor may be given an allotment of Free Ride coupons for customer distribution. These coupons may be used by the Contractor to help appease situations where the customer has been inconvenienced due to Contractor issues, i.e. breakdown on route, excessive delays, missed trips, etc. Each allotment of coupons must be signed and accounted for in accordance with RTD policies.

J. The Contractor will be notified of any RTD promotions which may affect their route(s). Samples of the tickets/coupons associated with a special event or promotion will be provided to familiarize drivers with them. Since drivers will be asked about District activities, the information and related coupons/tickets must be posted in a prominent visible location and/or circulated among the drivers.
PART 3

ATTACHMENT 17

CUSTOMER COMPLAINT AND COMMENDATION PROCEDURES

A. CUSTOMER COMPLAINTS AND COMMENDATIONS

RTD requires that all complaints and commendations be processed through the RTD Customer Care Department. Passenger and other complaints received on service operation are an adverse reflection on both the Contractor and RTD. It is in the best interest of both parties under this Contract to minimize complaints against transportation services. Complaints are a measure of performance and are subject to Liquidated Damages and performance incentives as detailed in the Terms and Conditions of the Contract.

1. Definition of Complaint/Commendation. A complaint/commendation is defined as any written, verbal, or electronic communication provided to the RTD Customer Care Department which adversely/positively reflects on RTD’s operation of services as provided by the Contractor, or which relates any unsatisfactory/noteworthy incident involving a Contractor’s bus(es) and/or operator(s). These complaints/commendations may be provided to RTD in person, by telephone, through written correspondence, e-mail, RTD Board members or employees.

2. Investigation and Response. RTD Customer Care Department agents will enter complaints, concerns, comments, or commendations concerning personnel and service provided by the Contractor into the RTD Customer Communications System (TrapezeCom). These customer contacts must be entered into Trapeze Com within 24 hours of receipt. Only those customer contacts that meet the RTD guidelines for investigation/response will be entered. Complaints that are entered into the TrapezeCom system must be thoroughly investigated and responded to by the Contractor within ten (10) calendar days of the date entered into the system. The Contractor response must include a summary of the results of the investigation and any action taken to address the issue(s) reported. Details of any corrective action taken should not be reported in Trapeze Com. However, RTD may require verification of appropriate action to ensure compliance with RTD policies and procedures.

Some complaints may be of such a serious nature that it becomes necessary for a Customer Care Supervisor to contact the Contractor directly. The Contractor must respond to these calls on the same business day, if at all possible, or as early as possible on the following day. Contractor may be required to contact customers directly to relay results of complaint investigations.
Complaints regarding ADA passengers or ADA-related issues must be investigated, including video review and radio audio review, within six (6) calendar days. All documentation and materials related to the complaint must be forwarded to the Contracted Services Technician in the Competitive Services office. The Contractor must also input the response to the complaint in the TrapezeCom system.

3. The Contractor must forward to the RTD Customer Care any and all complaints, concerns, suggestions and commendations that are received directly by the Contractor and concern the service that they provide. These must be forwarded to Customer Care within twenty-four (24) hours of receipt for entry into the Customer Communications System.

4. **Equipment Requirements.** In order to meet RTD’s commitment to respond to passenger complaints in a timely manner, the Contractor will be provided access to RTD’s Customer Communications System. This system can be accessed from any personal computer (PC) via a Citrix server connection. See details listed in Part 3, Attachment 19, regarding equipment and access requirements.

5. Contractor must have dedicated personnel, including a Customer Service Representative, responsible for reviewing, investigating and responding to all customer complaints. RTD will provide training for the Contractor personnel responsible for entering responses into the RTD Customer Communications System.
PART 3
ATTACHMENT 18
ACCESS TO RTD COMPUTER SYSTEMS AND DATA ENTRY

A. CUSTOMER COMPLAINTS

The Contractor must enter responses to all customer complaints against the service provided by the Contractor into the RTD TrapezeCom computer system (refer to Part 3, Attachment 17, for additional details). This system can be accessed from any personal computer (PC) via a Citrix server connection. The Contractor’s responsibilities regarding equipment requirements are detailed in Part 3, Attachment 19.

B. LOST AND FOUND

RTD requires that all lost items found on the Contractor’s buses be tagged, recorded, and turned in to the RTD Lost & Found offices. RTD will provide the necessary technology to provide the Contractor access to the RTD Lost and Found tracking system (refer to Part 3, Attachment 19). The Contractor must enter all lost and found items into the Lost and Found system daily (Monday through Friday). This system will allow the Contractor to search for items previously forwarded to the Lost & Found offices at Civic Center or Boulder stations (refer to Part 3, Attachment 16, for additional details).

RTD will provide training for the Contractor personnel responsible for entering Lost & Found items into the RTD tracking system.

C. BUS ASSIGNMENTS

The Contractor must enter A.M. and P.M. bus assignments into the RTD TIES system. RTD will provide the necessary technology to provide the Contractor the ability to access the TIES system (refer to Part 3, Attachment 19). The Contractor must enter bus assignments for all A.M. and P.M. pullouts from its facility. However, all maintenance trades, use of loop extras, or any other bus trade outs that occur any time after the initial bus assignments have been entered into TIES must not be entered by the Contractor, but must be immediately called or FAXED into RTD dispatch (refer to Part 3, Attachment 10 for additional details).

RTD will provide training for the Contractor personnel responsible for entering bus assignments into the TIES computer system.

D. DAILY DETOURS
The Contractor must be responsible for printing the detour sheet on a daily basis. The detour sheet is accessed through the following website:

http://www2.rtd-denver.com/Detours/detourPublicPrivate.cfm

The website can be accessed via any Contractor provided computer with dedicated internet access for the Customer Communication System or the TIES system (refer to Part 3, Attachment 19).

If the website is not available, the Contractor may request the detour sheet be faxed to the Contractor’s dispatch or be available for pick up from the RTD Dispatch office.

E. DISPATCH REPORTS

A report detailing the bus-to-dispatch communication for all of the Contractor’s buses will be provided to the Contractor on a daily basis. The daily dispatch reports will be e-mailed to an authorized Contractor e-mail address each day. The reports can also be accessed by the Contractor directly through the Maximus system.

The Contractor will be provided access to the Maximus system which can be accessed from any personal computer (PC) via a Citrix server connection. The Contractor’s responsibilities regarding equipment requirements are detailed in Part 3, Attachment 19.

F. MAINTENANCE REPORTING SYSTEM

The RTD Maximus Maintenance Reporting System (MRS) is the system of record and as such, the Contractor must enter all maintenance-related information (work/repair orders, preventive maintenance inspections, scheduled activities, component change outs (including serial numbers), fuel and fluid data, etc.) directly into the RTD Maximus Maintenance Reporting System (MRS) (refer to Part 3, Attachment 12 for additional details). The Contractor will be provided access to the Maximus system which can be accessed from any personal computer (PC) via a Citrix server connection. The Contractor’s responsibilities regarding equipment requirements are detailed in Part 3, Attachment 19.

RTD will provide training for the Contractor personnel responsible for entering MRS data into the Maximus computer system.

G. OPERATOR BULLETIN BOARD

The Contractor must provide a minimum of one PC for operators to use to access the Operator Bulletin Board. This 2-way communication forum allows operators to provide input on route-specific issues and to ask questions of RTD staff. The Contractor employees必须 be provided access to the Operator Bulletin Board via a Citrix server connection. The Contractor’s responsibilities regarding equipment requirements are detailed in Part 3, Attachment 19.
PART 3
ATTACHMENT 19

RTD AND CONTRACTOR SUPPLIED COMPUTER HARDWARE/SOFTWARE/ACCESS REQUIREMENTS FOR ACCESS TO RTD CENTRAL COMPUTER SYSTEM

Requirements listed here may change and/or other products may be available at the time of implementation. Therefore, the Contractor must verify the equipment and access requirements listed as still applicable at the time of implementation, and have RTD approval before ordering. The following systems are dedicated to RTD operating applications exclusively, i.e. bus assignments (TIES), customer complaint system (TRAPEZE COM), daily service dispatch logs (MAXIMUS), lost & found (LEGACY), maintenance reporting (MAXIMUS), automatic passenger counting data collection and flashback reports (INIT), and farebox data collection (GFI).

1. The Contractor must provide a 3Mbps, minimum, dedicated and secure internet connection for RTD’s use and that is connected to the Contractor’s office network.

2. RTD will provide all equipment necessary for the GFI farebox collection system including but not limited to probing equipment, WiFi, garage PC/Server with firewall, UPS power supply and a network switch. Contractor must provide network jack and network connectivity to the Contractor network, static IP addresses, adequate space for this equipment and all power and cooling necessary to maintain this equipment according to manufacturer specifications.

3. RTD will provide all equipment necessary for the INIT Automatic Passenger Counting (APC) System including but not limited to a garage PC/Server with firewall, WiFi access point, UPS power supply and a network switch. Contractor must provide network jack and network connectivity to the Contractor network, static IP addresses, adequate space for this equipment and all power and cooling necessary to maintain this equipment according to manufacturer specifications.

4. RTD will provide all equipment necessary for the Smart Media Technology Fare Collection System (SMT) including but not limited to a garage PC/Server with firewall, WiFi access point, UPS power supply and a network switch. Contractor must provide network jack and network connectivity to the Contractor network, static IP addresses, adequate space for this equipment and all power and cooling necessary to maintain this equipment according to manufacturer specifications. At RTD’s expense, and as an option, RTD might also require a router, server, secure switch and T1 or higher dedicated circuit back to RTD for the Smart Media Technology Fare Collection System.

5. For the INIT APC, SMT and GFI equipment, the Contractor must allow RTD to connect to and utilize the Contractor’s office network to access the Contractor’s dedicated internet connection for VPN connection back to RTD’s secure network. RTD estimates
total utilization for both of these services to be under 512kbps and RTD will, whenever possible, schedule the data transfers to occur in the late evening hours.

6. RTD will provide secure Citrix web based connectivity into the following RTD applications for use on any Contractor provided computer. The Contractor must provide the PCs to be used to access the following applications via the RTD Citrix connection. PCs must be compatible with the Citrix supported Receiver and plug ins when accessing. Minimum requirements can be found on Citrix’s website (http://support.citrix.com/proddocs/topic/receiver/rec-receiver-and-plugins.html).
   1. Maximus
   2. Legacy (Universe)
   3. Trapeze COM
   4. TIES
   5. Operator Bulletin Board
   6. Printing capabilities to up to 2 Contractor provided printers. Printers must be Hewlett Packard (HP) printers or Citrix certified printers.
   7. Remote Desktop App (Flashback)
PART 3

ATTACHMENT 20

RTD FURNISHED PROPERTY/SERVICES

A. The Contractor must provide service similar to an RTD operating division. RTD will provide certain equipment and services to facilitate the Contractor’s operation within the RTD system as noted below:

1. Revenue Vehicles (as described in Part 3, Attachment 5) and attached equipment including, but not limited to, fareboxes, day pass printers, Smart Card equipment, AVL/radios, electronic destination signs, video cameras, advertising sign frames (at beginning of contract), and bicycle racks (at beginning of contract).

2. Reporting requirements, instructions, and forms or formats. Training on all required RTD computer systems.

3. Sequence numbering and run numbers for buses and runcutting data.

4. Range of identification numbers to be used by Contractor to assign employee numbers. The Contractor will assign employee numbers sequentially and will provide RTD with the employee name and number which will be used to identify Contractor employees in various RTD systems including, but not limited to, the AVL/radio system, farebox system, Trapeze Com system, and Maximus system.

4. Headways, traincards, timetables, and on board printer paper.

5. Sufficient copies of the Trailblazer. The Trailblazer (Bus Operator’s Guide) is published on a regular basis, usually three times per year (January, May, and August). At the beginning of the Contract and upon each subsequent reprinting of the Trailblazer, the Contractor will be provided with sufficient copies of the Trailblazer to allow distribution to each of the Contractor’s vehicle operators providing RTD services and appropriate management personnel. Sufficient quantities should take into account on-going training of new operators during the time span between reprinting. Additional copies of the Trailblazer may be purchased, if available. The Contractor must reclaim and reuse Trailblazers of terminated employees whenever possible.

6. Other informational, instructional, and regulatory materials and any special computer programs that are specific to RTD operations and not available from other sources.

7. Lost article tags, forms, and computer tracking program.
8. Transfer ticket rolls will be provided in sufficient quantities to cover daily usage by the contractor. The contractor is responsible for inventory control and advanced re-ordering based upon current inventory. A spare ticket roll shall be provided with the operator’s supplies each day, and turned in if not used. The contractor must ensure the ticket rolls are exhausted—as complete as possible—before replacing the roll in the printer. If an operator begins his/her route with a minimum number of tickets remaining on the roll, that roll may be removed and a new roll inserted. Wasted stock should be avoided at all times. Excessive requests for additional transfer ticket rolls may be charged to the Contractor at the same cost to RTD.

9. Customer relations and information services that include the following:
   a. A reasonable number of customer timetables for distribution on route.
   b. RTD route system maps for display at the Contractor’s facility.
   c. Telephone information for route planning and schedule information for the entire system, including special services.
   d. Customer relations for handling commendations, monitoring and follow-up on complaints and concerns, as well as consideration of suggestions.
   e. Lost and found services at designated locations in Denver and Boulder.
   f. Production and distribution of Contracted Bus Service Bulletins, special notices, detours, and service changes.
   g. Sales of monthly passes, special passes, ticket books, and tokens at Civic Center Station, Denver Union Station, Boulder Station, and DIA Sales Office.
PART 3

ATTACHMENT 21

ADDITIONAL INFORMATION

A. The Contractor, at its sole risk and in compliance with applicable laws and regulations, has the right to sell additional services, including food, freight and charter, and other passenger services, using the Contractor's vehicles, not RTD-owned vehicles.

B. Fares from bus services are exempt from sales or use taxes imposed pursuant to Article 26 of Title 39, C.R.S. Contractor is not otherwise exempt from property, sales, income, excise, licensing and other taxes. In addition, RTD will not reimburse Contractor for Federal Fuel Tax charged to Contractor by fuel supplier. The Contractor must apply for Federal Fuel Tax reimbursement through the Federal Government.

C. The Contractor must pay the Unincorporated Passenger-Mile Tax to the State of Colorado in accordance with Article 60 of the Contract Terms & Conditions herein. Calculations of passenger-miles will be furnished by RTD upon request. If Contractor is located within the City and County of Denver, the Contractor must pay the Denver Head Tax.

D. The provision of bus passenger services in accordance with this Article is not subject to regulation by the Public Utilities Commission of the State of Colorado. However, RTD and its Contractors are subject to DOT/Federal Motor Carrier Safety Regulations, Title 49, as adopted by the State of Colorado.

E. During the Better Air Campaign between November 1 and March 31, diesel vehicles must use Winter-blend ultra-low sulfur premium diesel fuel (Part 3, Attachment 24) and gasoline vehicles must use oxygenated fuels (MTBE or Ethanol). Diesel fuel is subject to content analysis at least once during the campaign period.

F. Holiday Schedules: Sunday service schedules will be operated on the following Holidays or the day on which the Holiday is observed, as determined by the District:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Routes that do not operate on Sundays will not operate on these Holidays.
G. The Contractor must cause such advertising material as may be specified by RTD or its agent from time to time to be affixed to such location or locations on the buses as RTD will request. In no event will the Contractor be obliged to affix advertising which would render the Contractor in default under the provisions of the Contract. No portion of any revenue or consideration received by the RTD in connection with such advertising will be paid to the Contractor. The Contractor must not affix and must not permit to be affixed to or distributed on any bus any other advertising, political or other printed or published material, and must not utilize or permit to be utilized any loud speaker or other device for the purpose of advertising or other communication other than as designated by the RTD. In the event that the Contractor receives any payment or other consideration paid in connection with any such material, said payment or consideration must be promptly delivered to the RTD, and any and all advertising revenues must be the property of the RTD.

H. Each Contractor operated bus must have a decal affixed to the curb side of the bus on lower side skirt, behind the front wheel well (or as instructed). The decal must state:
   Vehicle Owned by RTD
   Operated under contract by:
   “CONTRACTOR NAME”
   “CONTRACTOR ADDRESS AND TELEPHONE NUMBER”

   Sign size must be 12” X 24”, Lettering must be black Helvetica medium with minimum capital letter size of 1½”, and 1” and background must be white. The “Owned By” decals can be provided by RTD for installation by the Contractor. If Contractor produces decals, artwork must be approved prior to printing and installation.

   Each Contractor operated bus must have an RTD-designated letter code decal affixed directly to the right of the bus number wherever it appears on the exterior and interior of the bus. The letter code decal will identify the vehicle as being operated by the Contractor. The letter decal must be produced in a size and font similar to the bus number decal. The Contractor must be responsible for supplying and applying the letter code decals.

I. RTD will reimburse Contractor for revenue vehicle diesel fuel costs, less Federal fuel tax, as a pass through on a monthly basis.

   The Contractor may be required to contract with the RTD fuel supplier in order to take advantage of RTD’s locked-in bulk-order fuel pricing. RTD may allow the Contractor to purchase fuel from an alternative fuel supplier. However, RTD reserves the right to reimburse the Contractor’s fuel expenses at a rate not to exceed that which would have been charged by RTD’s fuel supplier. The Contractor must contract with the diesel fuel supplier, order, receive, and pay for fuel deliveries, provide vehicle fueling sheets and mileage, provide duplicate fuel supplier invoices, and provide any other information necessary for auditing usage and billing of diesel fuel over the term of the contract.
Contractor’s fuel tank must hold a minimum of 10,000 gallons of fuel.

J. The Contractor must provide the equipment necessary for viewing and copying video from the bus video camera systems. RTD will provide an adequate supply of spare Digital Video Recorders (DVR) so that videos can be pulled in a timely manner as required. The Contractor must have a minimum of two individuals trained in retrieving, reviewing, and copying bus videos. RTD will provide training on these systems as needed.

The system installed on the vehicles included in this Contract is detailed in Attachment 5A through 5C. Information related to these systems is as follows:

**GE Mobileview 3 video camera system.** The Stand Alone Video Playback Station specs for this system are as follows:

- Compaq or approved equal Pentium-IV CPU, minimum 2.5 GHz, minimum 512 Mb of RAM, minimum 160 GB internal hard drive, DVD, +RW/+R, NIC card, one parallel port, two serial ports, 2 expansion slots, two USB2 ports.
- Video play back card for VHS export option.
- Minimum 21” Compaq or approved equal LED flat screen monitor with .28 dot pitch or better.
- Full-size PC keyboard.
- Mouse.
- Windows XP Professional Operating system.
- Removable drive bay that is compatible with the DRU’s removable drive.
- Outputs still frames of previously recorded video sequences to any Windows-compatible printer.
- Software will be provided by RTD

**Mobile Network Video Recorder/ Qognify.**

- CPU: Intel Core i7 Quad Core 2.8 GHz or higher with 8 MB L3 Cache or higher.
- Memory: 12 GB RAM minimum.
- Hard disk: 2 x 500GB SATA2 or SAS Drives in Raid 1 (10K or higher preferred) 40GB of free space on the hard drive.
- Drive: DVD drive.
- Display: At least one 22” or larger monitor is required, two monitors or more are recommended. Each monitor should support a minimal resolution of 1280 x 1024 pixels.
- Display Adapter: An OpenGL 2.1 compliant PCI Express x16 video adapter with a minimum of 1024 MB RAM, by NVIDIA or ATi. Depending on the number of screens and connectivity type, support for 4 - 8 SVGA / DVI outputs are encouraged. Alternatively, it is possible to install two identical display adapters, each supporting 2 SVGA / DVI outputs - as long both adapters are the same make and model and conform to the above specifications. Recommended card for 2D: NVIDIA® NVS™ 510 or NVIDIA Quadro 2000 series. NOTE: NVIDIA video cards are recommended for optimal display with ESRI ArcGIS.
- Network Adapter: 2*1 Gbps.
- Other: Keyboard and mouse, or compatible pointing device.
PART 3

ATTACHMENT 22

SAFETY PLAN

The Contractor must have a comprehensive, detailed safety plan in place to ensure a safe operating environment exists for both Contractor employees and RTD customers.

1. Initially, and upon request, Contract must provide an overall company safety record in public transportation fixed-route services, i.e. accident rate (accidents per 100,000 miles in accordance with FTA NTD guidelines).

2. Initially, and upon request, Contract must provide the safety record (accident rate) of at least three (3) of the Contractor’s previous or current public transportation fixed-route contracts that compare in size and complexity to the service detailed in the Scope of Work/Services.

3. Initially, and upon request, Contract must provide a summary copy of Contractor’s safety program as it relates to public transportation fixed-route services. Safety programs must include, but not be limited to, assault awareness training, customer relations, defensive driving, winter driving, refresher training, safety meetings/recognition/incentives, etc.

4. Initially, and upon request, Contract must provide a summary copy of Contractor’s emergency response plan for Hazardous Materials for both the operational facility site and on-street incidents.


6. Initially, and upon request, Contract must provide verification that Contractor’s training program includes the following National Transit Institute training programs which are taught to all employees:
   a) Transit Workplace Safety and Security (System Security Awareness for Transit Employees, Security Incident Management for Transit Supervisors)
   b) Terrorist Activity Recognition and Reaction.
## TECHNICAL SPECIFICATION
FOR
ALLISON TES-295 SYNTHETIC AUTOMATIC TRANSMISSION FLUID

<table>
<thead>
<tr>
<th>SECTION</th>
<th>REQUIREMENTS</th>
<th>VENDOR’S RESPONSE</th>
<th>VENDOR’S COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0 SCOPE</td>
<td>This specification covers synthetic automatic transmission fluid for use in Allison and ZF transmissions equipped buses and trucks at OEM’s approved extended oil change intervals. The primary requirement for the fluid is to provide a shear stable fluid capable of transmitting torque and having load carrying ability to lubricate and guard against wear and prevent corrosion. Bidders shall respond to each item of this specification by completing the two columns on the right of the &quot;Requirements&quot; column. Bidders shall select the following responses: &quot;C&quot; for full compliance with the requirement; and &quot;N&quot; for non-compliance. For &quot;N&quot; responses, Bidders are encouraged to provide additional information on the &quot;Comments&quot; column.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.0 PERFORMANCE REQUIREMENTS</td>
<td>The automatic transmission fluid shall be Allison Transmission TES-295 approved. Bidders shall provide Allison TES-295 approval number of the proposed product with bid submission. The TES-295 approval list is attached.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.0.2 In addition, the fluid shall be approved by ZF for 120,000 km oil change interval in bus Ecomat transmissions. The fluid shall be listed in ZF’s approved lubricants list TE-ML 14, under Lubricant Class 14C. The ZF’s approved lubricants list for Lubricant Class 14C is attached.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SECTION</td>
<td>REQUIREMENTS</td>
<td>VENDOR’S RESPONSE</td>
<td>VENDOR’S COMMENTS</td>
</tr>
<tr>
<td>---------</td>
<td>--------------</td>
<td>-------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>2.0.3</td>
<td>Approval of the fluid by ZF can be requested by contacting ZF Industries, 777 Hickory Drive, Vernon Hill, IL 60061, attention Service Manager Heavy Duty On-Highway, <a href="mailto:bill.labuda@zf.com">bill.labuda@zf.com</a>.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.0</td>
<td>PACKAGING REQUIREMENTS</td>
<td>The fluid shall be available in bulk or drums.</td>
<td></td>
</tr>
<tr>
<td>4.0</td>
<td>QUALITY CONTROL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.0.1</td>
<td>The supplier shall inspect each shipment to ensure that each delivered lot meets the specification and that the product is not contaminated at time of delivery. The contaminated product or product not meeting this specification shall be removed from RTD facilities and vehicles, and the costs shall be borne by the Contractor. Costs to repair any damages to RTD’s facilities or vehicles caused by the contaminated or noncompliant product shall be borne by the Contractor.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.0.2</td>
<td>Deliveries of fluid under this contract shall be subject to quality testing by RTD to insure compliance with the specification.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.0.3</td>
<td>During off-loading of the product to RTD storage facilities, extreme care shall be taken by the contractor to avoid spills. The delivery truck shall be attended at all times. Any costs incurred as a result of product spills during delivery, shall be borne by the contractor and shall be grounds for termination of the contract, at RTD’s option.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.0.4</td>
<td>During the term of the contract, any changes in the fluid formulation shall be notified to and approved by RTD.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.0</td>
<td>SUBMITTAL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.0.1</td>
<td>Bidders are required to submit the following with bids:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.0.2</td>
<td>Material Safety Data Sheet of the proposed fluid.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Technical specification of the proposed fluid and documents to show approvals from Allison and ZF for extended oil change interval. Current Allison Transmission TES-295 approval number must be provided with bid.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SECTION</td>
<td>REQUIREMENTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>--------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.0.3</td>
<td>Method of obtaining and delivering fluid.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.0.4</td>
<td>Procedures for coping with spills and other emergencies.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Bidders who do not provide the above-required information shall be considered non-responsive and their bids shall be rejected.

6.0 WARRANTY:
Contractor shall provide RTD a comprehensive warranty program against any defects in materials or manufacturing process of the ATF provided under this contract. Any costs for repairing RTD’s equipment and facilities incurred as a result of RTD’s use of defective or noncompliant ATF provided by the Contractor shall be borne by the Contractor and shall be grounds for termination of the contract, at RTD’s option.

7.0 DELIVERY REQUIREMENTS:
Upon the order by RTD, Contractor shall deliver the required ATF quantity within 48 hours of the order. Contractor shall provide proper equipment for the delivery of ATF to allow a safe and fast transfer of the product from the Contractor’s vehicle containers to RTD’s storage tanks under all weather conditions. The delivery vehicles shall have containers of sufficient capacity to allow, as a preference, the complete delivery in one load. These vehicles shall also be equipped with properly sized transfer pumps, hoses and heaters (as necessary for cold weather) to allow a complete delivery transaction in no more than one hour. If the contractor uses the delivery vehicles for different products, their containers must be thoroughly cleaned before making an ATF delivery to RTD, to prevent contamination. Contamination caused by delivery shall be grounds for termination of the contract, at RTD’s option.
Attachment 1 – Allison TES-295 Approved

ON-HIGHWAY FLUIDS

TES 295™

- Castrol
  TranSynd™
  App Num: AN-011001

- BP
  Autran Syn 295™
  App Num: AN-031002

- BASF
  Emgard 2805™
  App Num: AN-031003

- International
  Flextite Synthetic
  ATF™
  App Num: AN-031004

- Mobil Delvac
  Synthetic ATF™
  App Num: AN-051005

- John Deere
  HD SynTran™
  App Num: AN-071006

- Mack
  Mack Synthetic
  ATF™
  App Num: AN-101007

- Shell
  Shell Spirax S6 ATF
  A295™
  App Num: AN-121008

- CNH
  CNH HD Synthetic
  ATF™
  App Num: AN-121009
## ATTACHMENT 2 – ZF GROUP 14C APPROVED FLUIDS

ZF Friedrichshafen AG / List of lubricants TE-ML 14, edition 01-JUL-16

### Lubricant class 14C

<table>
<thead>
<tr>
<th>Manufacturer (14C)</th>
<th>Trade name (14C)</th>
<th>ZF approval number</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALLEGHENY PETROLEUM, WILMERDING, PA/US</td>
<td>ALTRA SHL EXTENDED DRAIN ZF 20C</td>
<td>ZF001756</td>
</tr>
<tr>
<td>AMSOIL, INC., SUPERIOR, WI/US</td>
<td>TORQUE-DRIVE SYNTHETIC ATF</td>
<td>ZF001841</td>
</tr>
<tr>
<td>ARAL AG, BOCHUM/DE</td>
<td>ARAL GETRIEBEÖL ATF LD</td>
<td>ZF000144</td>
</tr>
<tr>
<td>BP PLC., LONDON/GB</td>
<td>BP AUTRAN LTF</td>
<td>ZF000195</td>
</tr>
<tr>
<td>BP PLC., LONDON/GB</td>
<td>BP AUTRAN SYN 295</td>
<td>ZF000197</td>
</tr>
<tr>
<td>CASTROL LTD, LONDON/GB</td>
<td>CASTROL TRANSMAX Z</td>
<td>ZF000221</td>
</tr>
<tr>
<td>CASTROL LTD, LONDON/GB</td>
<td>CASTROL TRANSYND</td>
<td>ZF000226</td>
</tr>
<tr>
<td>EXOL LUBRICANTS LTD, WEDNESBURY/GB</td>
<td>AUTOTRANS ELC</td>
<td>ZF001685</td>
</tr>
<tr>
<td>EXXONMOBIL CORPORATION, HOUSTON, TX/US</td>
<td>MOBIL DELVAC SYNTHETIC ATF</td>
<td>ZF001234</td>
</tr>
<tr>
<td>EXXONMOBIL CORPORATION, HOUSTON, TX/US</td>
<td>MOBIL DELVAC 1 ATF</td>
<td>ZF001827</td>
</tr>
<tr>
<td>FUCHS PETROLUB SE, MANNHEIM/DE</td>
<td>FUCHS TITAN ATF 5500</td>
<td>ZF001797</td>
</tr>
<tr>
<td>HI-TEC OILS, SMITHFIELD/AU</td>
<td>MULTITRANS PLUS ATF</td>
<td>ZF001669</td>
</tr>
<tr>
<td>OOO “LLK-INTERNATIONAL”, MOSCOW/RU</td>
<td>LUKOIL ATF SYNTH MN Z3</td>
<td>ZF001302</td>
</tr>
<tr>
<td>OY TEBOIL AB, HELSINKI/FI</td>
<td>TEBOIL FLUID ES-MAX</td>
<td>ZF001726</td>
</tr>
<tr>
<td>PAKELO MOTOR OIL, SAN BONIFacio (VR)/IT</td>
<td>AUXON III PLUS</td>
<td>ZF001466</td>
</tr>
<tr>
<td>PAKELO MOTOR OIL, SAN BONIFACIo (VR)/IT</td>
<td>ATF XT III FLUID PLUS</td>
<td>ZF001748</td>
</tr>
<tr>
<td>PETROGAL S.A., LISBOA/PT</td>
<td>GALP TRANSMATIC Z</td>
<td>ZF001893</td>
</tr>
<tr>
<td>PETROMIN CORPORATION, JEDDAH/SA</td>
<td>PETROMIN ATF Z20 LD</td>
<td>ZF002003</td>
</tr>
<tr>
<td>SASOL OIL, RANDBURG/ZA</td>
<td>SYN TRANSMISSION OIL VI</td>
<td>ZF001091</td>
</tr>
<tr>
<td>STATOIL LUBRICANTS, STOCKHOLM/SE</td>
<td>TRANSWAY ATF ULTRA</td>
<td>ZF001330</td>
</tr>
<tr>
<td>VALVOLINE EMEA, DORDRECHT/NL</td>
<td>VALVOLINE HEAVY DUTY ATF PRO ECO</td>
<td>ZF001871</td>
</tr>
</tbody>
</table>
## TECHNICAL SPECIFICATION
FOR
ZF TYPE ECOLIFE TRANSIT BUS SYNTHETIC AUTOMATIC TRANSMISSION FLUID

<table>
<thead>
<tr>
<th>SECTION</th>
<th>REQUIREMENTS</th>
<th>VENDOR’S RESPONSE</th>
<th>VENDOR’S COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>SCOPE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>This specification covers synthetic automatic transmission fluid for use in ZF Ecolife transmissions equipped in transit buses at OEM’s approved extended oil change intervals. The primary requirement for the fluid is to provide a shear stable fluid capable of transmitting torque and having load carrying ability to lubricate and guard against wear and prevent corrosion. Bidders shall respond to each item of this specification by completing the two columns on the right of the &quot;Requirements&quot; column. Bidders shall select the following responses: &quot;C&quot; for full compliance with the requirement; and &quot;N&quot; for non-compliance. For &quot;N&quot; responses, Bidders are encouraged to provide additional information on the &quot;Comments&quot; column.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.0</td>
<td>PERFORMANCE REQUIREMENTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.0.1</td>
<td>The fluid shall be approved by ZF for Lubricant Class 20F/20G at 180,000 km oil change interval (oil sump temperature up to 105 degree C) in bus Ecolife transmissions. The fluid shall be listed in ZF’s approved lubricants list TE-ML 20, under Lubricant Class 20F/20G. The ZF’s approved lubricants list for Lubricant Class 20F/20G is attached.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.0.2</td>
<td>Approval of the fluid by ZF can be requested by contacting ZF Industries, 777 Hickory Drive, Vernon Hill, IL 60061, attention Service Manager Heavy Duty On-Highway, <a href="mailto:bill.labuda@zf.com">bill.labuda@zf.com</a>.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.0</td>
<td>PACKAGING REQUIREMENTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The fluid shall be available in bulk or drums.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SECTION</td>
<td>REQUIREMENTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>--------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>4.0</strong></td>
<td>QUALITY CONTROL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.0.1</td>
<td>The supplier shall inspect each shipment to ensure that each delivered lot meets the specification and that the product is not contaminated at time of delivery. The contaminated product or product not meeting this specification shall be removed from RTD facilities and vehicles, and the costs shall be borne by the Contractor. Costs to repair any damages to RTD’s facilities or vehicles caused by the contaminated or noncompliant product shall be borne by the Contractor.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.0.2</td>
<td>Deliveries of fluid under this contract shall be subject to quality testing by RTD to insure compliance with the specification.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.0.3</td>
<td>During off-loading of the product to RTD storage facilities, extreme care shall be taken by the contractor to avoid spills. The delivery truck shall be attended at all times. Any costs incurred as a result of product spills during delivery, shall be borne by the contractor and shall be grounds for termination of the contract, at RTD’s option.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.0.4</td>
<td>During the term of the contract, any changes in the fluid formulation shall be notified to and approved by RTD.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>5.0</strong></td>
<td>SUBMITTAL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.0.1</td>
<td>Bidders are required to submit the following with bids:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.0.2</td>
<td>Material Safety Data Sheet of the proposed fluid.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.0.3</td>
<td>Technical specification of the proposed fluid and documents to show approvals by ZF for type 20F/20G 180,000 mile oil change interval. Current ZF approval number must be provided with bid.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.0.4</td>
<td>Method of obtaining and delivering fluid.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.0.4</td>
<td>Procedures for coping with spills and other emergencies.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Bidders who do not provide the above-required information shall be considered non-responsive and their bids shall be rejected.</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SECTION</td>
<td>REQUIREMENTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>--------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.0</td>
<td><strong>WARRANTY:</strong> Contractor shall provide RTD a comprehensive warranty program against any defects in materials or manufacturing process of the ATF provided under this contract. Any costs for repairing RTD’s equipment and facilities incurred as a result of RTD’s use of defective or noncompliant ATF provided by the Contractor shall be borne by the Contractor and shall be grounds for termination of the contract, at RTD’s option.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.0</td>
<td><strong>DELIVERY REQUIREMENTS:</strong> Upon the order by RTD, Contractor shall deliver the required ATF quantity within 48 hours of the order. Contractor shall provide proper equipment for the delivery of ATF to allow a safe and fast transfer of the product from the Contractor’s vehicle containers to RTD’s storage tanks under all weather conditions. The delivery vehicles shall have containers of sufficient capacity to allow, as a preference, the complete delivery in one load. These vehicles shall also be equipped with properly sized transfer pumps, hoses and heaters (as necessary for cold weather) to allow a complete delivery transaction in no more than one hour. If the contractor uses the delivery vehicles for different products, their containers must be thoroughly cleaned before making an ATF delivery to RTD, to prevent contamination. Contamination caused by delivery shall be grounds for termination of the contract, at RTD’s option.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT 1 – ZF CLASS 20F/20G APPROVED FLUIDS

ZF Friedrichshafen AG / List of lubricants TE-ML 20, edition 01-JUL-16

**Lubricant class 20F**

<table>
<thead>
<tr>
<th>Manufacturer (20F)</th>
<th>Trade name (20F)</th>
<th>ZF approval number</th>
</tr>
</thead>
<tbody>
<tr>
<td>PETRONAS LUBRICANTS INTERNATIONAL SDN BHD, KUALA LUMPUR/MY</td>
<td>TUTELA TRANSMISSION ATF 120</td>
<td>ZF000053</td>
</tr>
<tr>
<td>SHELL INTERNATIONAL PETROLEUM COMP. LTD, LONDON/GB</td>
<td>SHELL SPIRAX S6 ATF ZM</td>
<td>ZF001483</td>
</tr>
<tr>
<td>ZF FRIEDRICHSHAFEN AG, FRIEDRICHSHAFEN/DE</td>
<td>ZF ECOFLUID A LIFE</td>
<td>ZF001671</td>
</tr>
</tbody>
</table>

**Lubricant class 20G**

<table>
<thead>
<tr>
<th>Manufacturer (20G)</th>
<th>Trade name (20G)</th>
<th>ZF approval number</th>
</tr>
</thead>
<tbody>
<tr>
<td>ZF FRIEDRICHSHAFEN AG, FRIEDRICHSHAFEN/DE</td>
<td>ZF-ECOFLUID LIFE PLUS</td>
<td>ZF001719</td>
</tr>
</tbody>
</table>
TECHNICAL SPECIFICATIONS
DIESEL FUELS

GENERAL REQUIREMENTS:

The following specifications identify requirements for the diesel fuels to be used in RTD buses and support vehicles. There are three different types of diesel fuels that will be required under this Contract, as shown below.

- No. 2-D summer diesel fuel to be used in warm weather operation between March and November.
- No. 2-D winter diesel fuel to be used in cold weather operation between November and March.
- No.1-D diesel fuel to be used in extremely cold weather periods.
1.0 SCOPE

1.1 General

This specification covers No. 2-D Ultra Low Sulfur Diesel Fuel for operation in both summer and winter conditions in Denver, Colorado.

1.2 Basic Requirements

The primary requirement of this fuel is to provide satisfactory operation, good engine performance, long engine life, and acceptable exhaust emission levels for heavy-duty diesel engines used in transit buses. The winter fuel shall be made by diluting No. 2-D with No. 1-D or blending an additive to No. 2-D (or a mixture of No. 1-D and 2-D) to achieve the required cold weather characteristics. The diesel fuel shall meet or exceed applicable EPA regulations at time of delivery.

1.3 Summer and Winter Periods

RTD will order summer fuel between March 1 and October 31 each year. It will order winter fuel between November 1 and February 28 each year. However, these periods are subject to adjustments by RTD when necessary, and RTD will notify the contractor when changes are made.

2.0 PERFORMANCE REQUIREMENTS

2.1 Performance Specifications

The No. 2-D Diesel Fuel shall comply with the performance level classified by the ASTM D-975. The fuel shall meet the requirements of the engine manufacturers, Cummins, Caterpillar and Detroit Diesel.

2.2 Distillation Range

The fuel shall be completely distilled material. The fuel shall show a minimum of 98 percent by volume recovery when tested to ASTM D-86.

2.3 Cetane

The cetane number shall be no lower than 43 when tested to ASTM D-613. The cetane index shall be no lower than 40 when calculated to ASTM-4737.

2.4 Sulfur Content
40 CFR Parts 69, 80 and 86 require diesel fuel to meet the Ultra Low Sulfur Diesel Fuel (ULSD) requirements. The ULSD fuel shall have the sulfur content no greater than 15 ppm using ASTM D2622 or D4294.

2.5 Aromatic Content

The fuel shall have as low as possible aromatic content to reduce exhaust emissions. The aromatic content shall be no greater than 35 percent by volume as determined by ASTM D 1319.

2.6 Cloud Point/Pour Point/Cold Filter Plugging Point

Summer fuel: The summer fuel shall have a cloud point of +5°F or lower and a pour point of minus (-) 15°F or lower.

Winter fuel: The winter fuel shall have a cloud point or cold filter plugging point (CFPP) sufficiently low to provide satisfactory diesel engine performance under the cold weather conditions in Denver, Colorado. The fuel supplied shall have a cloud point of minus (-) 12°F or lower, or a CFPP (using IP Test Method No. 309/80) of minus (-) 17°F or lower.

If the proposed winter fuel is blended with a cold-weather additive to meet the cold weather operational requirements, it shall be thoroughly and homogeneously blended by the fuel supplier. The additive shall be compatible with the base fuel and shall be safely used in any diesel engine without modifications and/or causing any harmful effects to the engine. The additive shall be certified as meeting EPA requirements and shall not result in increased exhaust emissions of the base fuel. The additive shall be registered with the EPA.

2.7 Carbon Residue

The fuel shall not have a carbon residue greater than 0.35 percent on a 10 percent residuum.

2.8 Viscosity

The fuel shall have a viscosity at 104°F/40°C of between 1.9 - 4.1 cST.

2.9 Cleanliness

The fuel shall be clean and free of contamination to include dirt, water, water emulsion sludge, and hydrocarbon-utilizing microorganisms or HUM-bugs.

2.10 Noncorrosion
The fuel shall not cause corrosion, deterioration or deletion to metals or nonmetals found in fuel systems or related parts.

2.11 **Lubricity:**

The fuel shall have its lubricity measured as maximum wear scar diameter of 460 micrometers using High Frequency Reciprocating Rig (HFRR) test method (ASTM D6079) at a temperature of 60 degrees C.

3.0 **PACKAGING REQUIREMENTS**

3.1 **Container:** The fuel under this specification shall be packaged as follows:

A. Partial or split transport truck loads consisting of full compartments.

B. Transport truck loads.

3.2 **Product Identification:** Product identification tags will be provided by suppliers as requested. Tags will conform to API standards for product identity.

4.0 **QUALIFIED PROCUREMENT SOURCES**

4.1 **Approved Sources:** Any local authorized distributor of the product via competitive bid process.

4.2 **Delivery:** Fuel deliveries shall be made to the RTD locations between the specified hours Monday through Friday on one (1) working day’s notice in standard transports. Delivery locations are listed in the Packaging/Delivery Specifications section of the Scope of Work. RTD reserves the right to add or change delivery locations.

5.0 **QUALITY CONTROL**

5.1 **Inspection:** The supplier shall inspect each shipment to insure that each delivered lot meets the performance requirements and that the product is not contaminated at time of delivery. The contaminated product or product not meeting this specification shall be removed from RTD facilities and vehicles and the costs shall be borne by the Contractor. Costs to repair any damages to RTD’s facilities or vehicles caused by the contaminated or non-compliant product shall be borne by the Contractor.

5.2 **Container Size:** Delivery of product other than specified in paragraph 4.1 shall require prior approval of RTD Materials Management Department.

5.3 **Sample Testing:** Delivery of product shall be subjected to sample testing to
insure conformance with specification. Testing costs shall be borne by RTD.

5.4 Product Off-Loading - During off-loading of the product to RTD storage facilities, extreme care shall be taken by the contractor to avoid spills. The delivery truck shall be attended at all times during product off-loading. Any costs incurred as a result of the product spills during delivery shall be borne by the contractor and shall be grounds for termination of the contract, at RTD’s option.

6.0 SUBMISSION REQUIREMENTS:

6.1 The apparent low bidder shall submit a sample of the proposed fuel to an independent lab for analysis. The analysis shall include as a minimum: cetane number, cetane index, sulfur content, aromatic content, cloud point, pour point, viscosity, lubricity and any contaminants such as water and microorganisms. The results of the analysis shall be sent to RTD for evaluation. The cost of this analysis shall be borne by the bidder.
1.0 SCOPE

1.1 General

This specification covers a No. 1-D Ultra Low Sulfur Diesel fuel to be used in transit buses during extremely cold weather period.

1.2 Basic Requirements

The primary requirement of this fuel is to provide satisfactory operation in high speed diesel engines in cold weather application. The diesel fuel shall provide good engine performance, long engine life, and acceptable exhaust emission levels. The diesel fuel shall meet or exceed applicable EPA regulations at time of delivery.

2.0 PERFORMANCE REQUIREMENTS

2.1 Performance Specifications

The diesel fuel shall comply with the performance level classified by ASTM-975. The diesel fuel shall meet requirements of the engine manufacturers, Cummins and Detroit Diesel.

2.2 Distillation Range

The fuel shall be completely distilled material. The fuel shall show a minimum of 98 percent by volume recovery when tested to ASTM D-86.

2.3 Cetane

The cetane number shall be no lower than 45 when tested to ASTM D-613. The cetane index shall be no lower than 40 when calculated to ASTM D-4737.

2.4 Sulfur Content

40 CFR Parts 69, 80 and 86 require diesel fuel to meet the Ultra Low Sulfur Diesel Fuel (ULSD) requirements. The ULSD fuel shall have the sulfur content no greater than 15 ppm using ASTM D2622 or D4294.
2.5 **Aromatic Content**

The fuel shall have as low as possible aromatic content to reduce exhaust emissions. The aromatic content shall be no greater than 35 percent by volume as determined by ASTM D1319.

2.6 **Cloud Point/Pour Point**

The fuel shall have a cloud point and pour point sufficient to meet the climatic conditions and requirements of Denver, Colorado. The fuel supplied shall have a cloud point of minus (-) 20°F or lower and a pour point of minus (-) 30°F or lower.

2.7 **Carbon Residue**

The fuel shall not have a carbon residue greater than 0.35 percent on a 10 percent residuum.

2.8 **Viscosity**

The fuel shall have a viscosity at 104°F/40°C of between 1.3 - 2.4 cST.

2.9 **Cleanliness**

The fuel shall be clean and free of contamination to include dirt, water, water emulsion sludge, and hydrocarbon-utilizing microorganisms or HUM-bugs.

2.10 **Non-corrosion**

The fuel shall not cause corrosion, deterioration or depletion to metals or nonmetal found in fuel systems or related parts.

2.11 **Lubricity:**

The fuel shall have its lubricity measured as maximum wear scar diameter of 460 micrometers using High Frequency Reciprocating Rig (HFRR) test method (ASTM D6079) at a temperature of 60 degrees C.

3.0 **PACKAGING REQUIREMENTS**

3.1 **Container-** The fuel under this specification shall be packaged as follows:

A. Partial or split transport truckloads consisting of full compartments.

B. Transport truckloads.

3.2 **Product Identification -** Product identification tags will be provided by suppliers as requested. Tags will conform to API standards for product identity.

4.0 **QUALIFIED PROCUREMENT SOURCES**
4.1 **Approved Sources** - Any local authorized distributor of the product via competitive bid process.

4.2 **Delivery** - Fuel deliveries shall be made to the RTD locations between the specified hours Monday through Friday on one (1) working day’s notice in standard transports. Delivery locations are listed in the Packaging/Delivery Specifications section of the Scope of Work. RTD reserves the right to add or change delivery locations.

5.0 **QUALITY CONTROL**

5.1 **Inspection** - The supplier shall inspect each shipment to insure that each delivered lot meets the performance requirements and that the product is not contaminated at time of delivery. The contaminated product or product not meeting this specification shall be removed from RTD facilities and vehicles and the costs shall be borne by the Contractor. Costs to repair any damages to RTD’s facilities or vehicles caused by the contaminated or noncompliant product shall be borne by the Contractor.

5.2 **Container Size** - Delivery of product other than specified in paragraph 3.1 shall require prior approval of RTD Materials Management Department.

5.3 **Sample Testing** - Delivery of product shall be subjected to sample testing to insure conformance with specification. Testing costs shall be borne by RTD.

5.4 **Product Off-Loading** - During off-loading of the product to RTD storage facilities, extreme care shall be taken by the contractor to avoid spills. The delivery truck shall be attended at all times during product off-loading. Any costs incurred as a result of the product spills during delivery shall be borne by the contractor and shall be grounds for termination of the contract, at RTD’s option.

6.0 **SUBMISSION:**

6.1 The apparent low bidder shall submit a sample of the proposed fuel to an independent lab for analysis. The analysis shall include as a minimum: cetane number, cetane index, sulfur content, aromatic content, cloud point, pour point, viscosity, lubricity and any contaminants such as water and microorganisms. The results of the analysis shall be sent to RTD for evaluation. The cost of this analysis shall be borne by the bidder.
ATTACHMENT 24

RTD QUALITY CONTROL INSPECTION CRITERIA
INSPECTION CRITERIA

BY

RTD QUALITY CONTROL

Approved by Dean Shaklee, General Superintendent, Maintenance

Revised 08/2012 MW
RTD QC INSPECTION

* OOS: Out-of-Service: Indicates DOT or ADA defect.
** RTD: RTD Standard: Indicates a 72-hour repair
** RTD-OOS: RTD Standard Out-of-Service defect

ANY BUS FAILING TO PASS ON ANY TIME MARKED WITH AN (*) ASTERISK, WILL BE REMOVED FROM REVENUE SERVICE, AND REPAIRS MUST BE MADE BEFORE THE VEHICLE IS PLACE BACK INTO REVENUE SERVICE.

DOUBLE ASTERISKS (**) DENOTE A “RTD” FIX STATUS BASED ON SEVERITY OF A SPECIFIC PROBLEM AND MAYBE CLASSIFIED AS A “RTD” OR A “RTD-OOS” BASED ON THE SEVERITY OF THE DEFECT AND AT THE DISCRETION OF THE QC INSPECTOR. IT IS RECOMMENDED THAT A “RTD” DEFECT BE REPAIRED WITHIN 72-HOURS. A “RTD OOS” DEFECT MUST BE REPAIRED BEFORE THE VEHICLE IS PLACED BACK INTO REVENUE SERVICE.

“Obviously the first and foremost is to catch critical defects, critical safety defects, and potential road calls before they become major problems.”

1. **COACH INTERIOR**
   
   A. Vehicle document pouch: * (All documentation must be present and up to date)
   
   1. Registration paper
   2. Proof of insurance.
   3. DOT documentation (report, sticker, or decal) of the most recent periodic inspection must be kept on the vehicle. (396.17)(a)(2)
   
   B. Fire Extinguisher: *
   
   1. Charged
   2. Safety sealed.
   3. Properly secured in mounts.
   
   C. Triangle reflector set and snow chain box:
   
   1. Three per coach *
   2. No damage. *
   3. Properly mounted in storage box.*
   4. Chain box.
a. Check the chain box is secured and is sealed.

D. Driver’s partition: **
   1. Properly mounted and secured.
   2. No loose or missing screws, bolts, or fasteners.
   3. No sharp edges, protruding bolts or fasteners or any other general damage to partition that could be deemed a safety problem.
   4. Coach ADA number box mounted to the partition with bus numbers.

E. Check for missing, damaged, or improperly mounted:
   1. ** Transfer Cuter
      a. Notch must be sharp
   2. Coat hook and strap
   3. Trash container.
   4. Towel and window cleaner holder

F. Sun Visors (Front and Side): **
   1. Sun visors are to be free of damage and must operate without undue force.
   2. All visor hardware must be secure. Missing or loose screws/fasteners are not permissible.
   3. Visors are to remain in place when adjustments are secured.
   4. Visor roll-up curtains must retract without assistance and lock into place when pulled out.

G. PA system as equipped:
   1. Microphone and box mounting.
   2. No loose fasteners
   3. Missing parts, components, or speakers.
   4. ** Operate microphone: Interior speaker must work. If the exterior PA does not work it is a 72 hour repair defect. Voice must be clear and audible while adjusting volume up and down. (ADA 1192.35)
   5. Speak Easy must function properly in all applications.
H. Brake and accelerator pedals and pads:

1. * Check pedal pads for wear. If no tread pattern exits on the face of the pads, they are in need of replacement.

2. ** Movement at the top of the pedals should not exceed ½”. (More than ½” is not acceptable)

3. ** Pins and rollers should be free and lubricated.

4. Operation should be smooth with no binding upon application.

5. * No leakage of air is allowed for brake system. Leakage test: apply brake and hold, check the air gauge to see if air pressure drops more than 3 psi in one minute. Check for audible air leaks at air chambers, hoses, and valves. (396.3(a)(1).

   a. * Master cylinder less than ¼ full.
   b. * No pedal reserve with engine running except by pumping.
   c. * Power assist unit fails to operate.
   d. * Seeping or swelling brake hose(s) under application of pressure.
   e. * Missing or inoperative check valve.
   f. * Any visually observed leaking hydraulic fluid in the brake system.
   g. * Any hydraulic hose(s) abraded (chafed) through outer cover-to-fabric layer.
   h. * Fluid lines or connections leaking restricted, crimped, cracked or broken.
   i. * Brake failure or low fluid warning light on and/or inoperative.

I. Driver’s seat, side window, and windshield.

1. ** Must be securely mounted.

2. * Seat belt must be securely mounted and functional.
3. Seat must slide easily from front stop to rear stop.

4. Check operation of the seat bellows and the lumbar controls.

5. ** Check for excessive seat movement.

6. Driver’s window halves should slide smoothly without binding or jamming.

7. Latches shall be functional.

8. Window frame and seals shall be of good repair.

9. Glass shall be without cracks and breakage. (If side window is broken OOS)

10. Windshield Glazing: Each windshield must be free of discoloration or other damage in the area extending above the steering wheel, with the exception of two inches (51mm) at the top and one inch (25mm) at each side of the windshield or windshield panel. Allowances have been made for the following exceptions.

   a. Coloring or tinting of windshields and windows to the immediate right or left of the driver, provided the parallel luminous transmittance through the colored or tinted glass is not less than 70 percent of the light at normal incidence in those portions of the windshield or window which are marked having a parallel luminous transmittance of not less than 70 percent.

   a. *Any crack not over \( \frac{1}{4} \) inch wide, if not intersected by any other crack.*

   c. Any damaged which can be covered by a disc of \( \frac{3}{4} \) inch (19mm) in diameter, if not closer than 3 inches (76mm) to any other such damaged area.

   d. Labels, stickers, decalcomania required under Federal or State laws may be placed at the bottom or sides of the windshield provide such decals or stickers do not extend
more than 4.5” inches (115mm) from the bottom of the windshield and are located outside the area swept by the windshield wipers and outside the driver’s sight lines to the road and highway signs or signals.

K. Instrument panels (Front and Side):
   1. Panel illumination and rheostat operation:
      a. Missing bulbs and/or lights
   2. Loose or missing screws, bolts, fasteners, or holes punched in panels.
   3. ** Loose molding, panels, or sharp edges exposed.
   4. Missing or loose knobs.
   5. * Parking brake application knob to be free of cracks and operational.
   6. Check for illumination of all dash indicator lights.
   7. Check for proper operation of fast idle.
   8. Check for proper operation of all non-air gauges.
   9. Check for proper installation of radio.
  10. Check for proper operation of radio.
  11. * Check DVIR for speedometer operation and face is backlit.
      (393.82)

L. Windshield wipers, washers and switches:
   1. Actuate each wiper control and check the operation and at high and low speeds.
      a. According to: Appendix G: Windshield wipers to be operative at all times. *
   2. Actuate washers and insure that each wiper clears the windshield.
      a. * Nozzles are properly aimed and emit fluid. (Must be operational.)
b. The wiper blades are to conform to the windshield.
c. The wiper arm springs are to hold the wiper blade firmly against the windshield.
d. Each wiper blade should travel across the windshield and remain parallel with the edge of the windshield.
e. Wipers must not hit the edge of the windshield molding.

M. Interior and exterior mirrors.
   1. Check all mirrors for broken, cracked, or distorted glass.
   2. Check all mirrors for loose, broken, or missing parts.
   3. Check for the correct number and proper type of mirrors:
      a. Center aisle mirror
      b. Front spot mirror to rear step well.
      c. Front step well convex mirror above the front door.
      d. Rear step well convex mirror above the rear exit door.
      e. * Right exterior mirror.
      f. * Left exterior mirror.
      g. Spot mirror on both exterior mirror

N.** Check the operation of the heating, defrosting, and A/C systems:
   1. ** Check for problems with the blower motors, defroster motors, and under seat heater motors.
   2. ** Check for coolant leaks at under seat heaters.
   3. ** Inspect all control switches for any loose, broken, damaged or inoperative controls.
   4. ** Heat and cooling temperature should be consistent through out the entire coach.
      1. No heat = RTD OOS during inclement weather.
      2. No A/C = RTD OOS based on the season.
   5. ** Ensure that auxiliary heater is operational.
   6. ** Check for A/C fail light.
7. ** Check for A/C clutch engagement.

8. ** Check A/C system for oily fitting.

O. Check air compressor, governor, and air gauge for proper operation:

1. ** Governor cut out pressure 120 – 130 psi. Governor cut in pressure should be 90-100 psi.

2. * Low-pressure light and alarm signal should come on between 60 – 80 psi. Both light and alarm must work or vehicle is Out-of-Service.

3. ** Check the emergency brake valve. It should activate between 25 to 50 psig.

4. ** Must be capable of supplying an adequate volume of compressed air. The compressor must meet FMVS requirement of 85-100 psi in 25 seconds at maximum governed engine rpm.

5. Check operation of all air gauges and they must be Backlit.

P. Steering mechanism: (393.209) (b))

1. * The steering wheel shall be secured and must not have any spokes cracked through or missing.

2. ** The steering lash shall not exceed the following parameters:

   With the engine running and the front wheels in view, rock the steering back and forth with the wheels in the straight-ahead position. If the circumferential motion exceeds **4 inches** before the wheels begin to move there is a defect in the steering components and the bus will be removed from service.

RTD RR-865 Preventative Maintenance and Inspection manual
3. **Steering column:**
   a. * Check for any absence or looseness of U-bolts or positioning parts.
   b. * Worn, faulty or obviously repair-welded universal joint(s).
   c. * Steering wheel not properly secured.
   d. * Horn must be operational

Q. **Check the farebox:**
   1. No broken or missing parts
   2. ** Mounted to the floor securely.
   3. Electrical power to the farebox.
   4. Check for correct farebox:
      a. Press # button (5) times until readout displays the coach number.
      b. Press in the numbers 08470 and then press the # button.
      c. The readout should display the coach number.

R. **Check all interior lights, lamps, lenses, switches and controls:**
   1. Driver’s lamp.
   2. Dome lights.
   3. Destination, route, and train number sign lights.
   4. Entrance and exit door lights.
   5. Step well lights.
   6. Wheelchair lift’s warning light.
   7. Watch your step safety lights and floor lights (intercity only).
   8. Illumination of the shifter pad or shifter tower.
   9. Check all interior lights for:
      a. Cracks.
      b. Holes.
      c. ** Proper mounting, missing screws, bolts, or fasteners.
      d. Dirt inside of lens and all lights must work.
S. Inspection of coach destination, train number, route number sign, and Braille tags.
   1.** Signs must be securely mounted with no missing brackets or fasteners.
   2.** Hand cranks, motors, and switches must work properly with no binding or sticking.
   3. All locks and latches must be properly installed, adjusted, and functional.
   4. * Bus number Braille tag in a reachable area at the front driver’s area and at the rear exit doors.

T. Inspection of passenger signal, pull cord, switches, chimes, and buzzer.
   1.* Test passenger buzzer, tape switches or pull at cords at numerous places including the wheelchair passenger signal and ensure that they activate the buzzer/light in the driver’s area. (ADA 1192.37)
   2. Check for proper mounting of tape switches or pull cord.
   3. Ensure that the stop request sign and buzzer resets when the front door is recycled.

U. Inspection of stanchions, grab rails, and ceilings:
   1. * All stanchions and grab rails are to be securely mounted.
   2. * No missing bolts, screws, or fasteners.
   3. * No broken mounting flanges.
   4. * All stanchion, grab rails, and ceilings are to be clean:
      a. Any of these items found with excessive amount of dirt, dust, or grease buildup will be considered dirty. (When the riding public can see the dirt or wipe a hand along a rail or wall and come away dirty, it will be considered dirty.)

V. Inspection of modesty panels:
   1. ** All modesty panels and driver’s partitions are to be securely mounted.
   2. No loose or missing bolts, screws, or fasteners.
3. ** No sharp edges, protruding bolts, or fasteners.

W. Inspection of windows and latches:
   1. ** When opening emergency exit window the applied force should not exceed 20 lbs. to release the exit window.
   2. All latches are to be in good condition and functional.
   3. ** No cracked or broken glass.
   4. Window seals are to be in good condition.
   5. ** Emergency Exit windows and hatches must be functional.
   6. ** Check windows and graffiti guards for excessive scratches.

X. Inspection of seats, seat frames, and coverings: **
   1. All seat frames are to be securely mounted.
   2. Check frames for cracks and broken welds.
   3. No loose, missing bolts, screws, or fasteners.
   4. No sharp edges, protruding bolts, or fasteners.
   5. No cuts, tears, holes, writing, or tape on cushions and seat backs.
   6. Seat cushions must be properly fastened to the seat frame.
   7. Cushions will be checked by hitting the cushion three (3) times with your hand from about 12” high. If a hand print appears or excessive dust is seen in the air, after the third hit, the cushion will be considered dirty.

Y. Inspection of interior floors and step wells: **
   1. All floor coverings and molding strips are to be securely mounted.
   2. No sharp edges, protruding bolts, screws, or fasteners are to be exposed.
   3. Fiberglass constructed areas should be checked for cracks and damage.
   4. The floors should be clean and free of dirt, grease, gum and slippery substances
5. Check for excessive gaps (1/4”) between floor and edges of any floor hatches.

Z. Inspection of interior body panels, molding, ducts advertising signs, interior wheel wells and hatches:
1. ** No sharp edges, protruding bolts, screws, or fasteners.
2. ** Access panels are to be securely mounted.
3. No damaged or broken panels.
4. Check for missing, loose, or damaged ductwork, advertising signs or racks
5. Check for missing or damaged interior decals.
6. Check wheel wells for:
   a. Missing bolts, screws, or fasteners.
   b. ** Cracks, damage, openings, and loose or missing flooring.

AA. **Inspection of doors:**
1. Seals and rubbers should fit snug around all doors, no excessive gaps.
2. Door panels should be of good repair with no missing, loose, or damaged parts.
3. Actuate door control handle (Ensure air pressure is 100 – 125 psi).
   a. Door operation should be positive at each position with no air leaks.
   b. ** Open speed of two (2) seconds, and a closing speed of three (3) seconds
   c. Door panels should open and close evenly and together.
   d. Door cushion should be within 5 to 15 degrees.
   e. ** Interlocks are to apply when the rear doors are opened:
      i. ** Brake light should illuminate on dash
      ii. Disrupt engine throttle.
iii. ** Render coach immovable until doors are fully closed.

4. Door adjustment:
   a. In the open position, door panels are to be 90 – 95 degrees perpendicular with the edge of the step well and pulled tight against doorstop.
   b. In the closed position, the front door panel edge is to overlap the rear door panel by ½”, and the free play should not exceed ½”.

5. Rear door sensitive edge:
   a. ** The Sonalert alarm should sound when one (1) pound of pressure is exerted to the edge with the door in the closed position.
   b. ** Operation of the door sensitive edge while the doors are closing, should re-open the doors with 3-4 seconds. (Both edges must work RTD OOS)
   c. Once they re-open, the doors should recycle within five (5) seconds back to the closed position.

6. Door emergency air dump valves:
   a. ** Each valve, when turned to the release position, should allow the doors to be pushed open within five (5) seconds.

7. Check the door linkages and bushings with the air off.
   a. Binding or sticking
   b. No missing lock nuts or cotter pins.
   c. Check for excess movement of control rod ends, bell cranks, bushings, bearings, and pins (1/16” movement maximum).

8. ** Cut-Away vehicle rear door alarm.

BB. Wheelchair lift and hold downs:
1. Examine power package for any physical or distorted panels and loose or corroded electrical wires.
2. Inspect for any damaged, nicked, or kinked hydraulic hose or tubing.
3. **Check for any leakage or seepage around the pump, check valves, hydraulic manifold and fittings.
4. Check for any loose coverings on the platform, steps and side panels.
5. **Check the grab rails.
6. **Operate Lift-U-Lift and ensure all safety functions work. Any safety related issues would place a bus out of Revenue Service. All inoperable lifts must be repaired within 24 hours.
   a. Check for worn bushings (1/16” maximum movement).
   b. Ensure all safety functions work.
      i. **Sensitive edge must lower the lift when pressure is applied to the tape switch.
      ii. Ensure that the sensitive edge override works.
      iii. **Check both stow mats. Lifts must not stow with weight on lift.
      iv. **Wheelchair lifts must not rise with the outer barrier down.
      v. **Check platform to floor height tolerance of level with the floor +/- .125”. Proper floor height adjustment is critical to achieve the required amount of inner barrier overlap of one (1) inch.
   w. **All lifts should not make stow without using an auxiliary stow switch.
   c. ** Lifts must set the brake interlocks when the lift master switch is turned on.
RFP NO. 16DH055  Public Transportation Services  
Group 27 Fixed Route  
RFP Services

d. Ensure that the alarm and warning light are working.
e. ** Check all hoses, fittings, and cylinders for leaks.
f. Ensure that the lift has been properly cleaned and lubricated.
g. Check for hydraulic leaks in the lift compartment.
h. ** Lift pump handle.

8. ** Gillig Low floor wheelchair ramp
   a.** Place transmission in neutral set the parking brake and open front doors.
   b. Kneel bus using the three position self centering toggle switch.
   c. Activate the push-button “Power” switch. The green button lamp will light.
   d. Deploy lift using the “Stow-Deploy” switch. Both the “Motor Signal” lamp and “Not Stowed” lamps will glow. Ramp should deploy in 8 to 10 seconds.
   e. Stow the ramp using the “Stow-Deploy” switch. The “Motor Signal” lamp will glow green. Ramp should Stow in 8 to 10 seconds. When the ramp is fully retracted and latched the red “Not Stowed” lamp will turn off.

Note: The red “Not Stowed” lamp will light when the ramp is NOT in the fully stowed and latched position, and indicates the activation of the interlocks.

9. Braun “NL” and “NVL” wheelchair lift.
   a. ** Place transmission in Park and set parking brake and turn on the lift power switch. When the Lift power is engaged the transmission shift lever must be locked in place.
   b. ** Check the lift pump module for leaks.
c. ** Check the Lift frame and base plate for cracks.
d. Using the hand held Pendant control unfold the lift.
e. ** Check the Lift platform for cracks.
f. ** Check lift cylinders for oil leaks.
g. ** Check Inner roll stop and bridge plate.
i. ** Check Threshold warning.
   1. Warning must activate when 25 pounds or more are on the Threshold plate.
j. ** Lower Lift platform and check bridge switch.
k. ** Lower lift platform and outer barrier must drop when it comes in contact with the ground.
l. ** Raise the lift platform must raise approximately 3” before the outer barrier reaches the fully vertical locked position.
m. ** Check that the lift can not be stowed if occupied.
n. ** Fold Lift into place and check the Lift-Tites latches.

10. Inspect the wheelchair restraints.
   a. Seat belt restraint condition.
   b. Wheel restraint operation
   c. ** If both seat belt and wheel restraints are inoperable, unit will be placed Out-of-Service.

II. ENGINE COMPARTMENT
A. Check engine coolant level and coolant protection level (-32 to –38 degrees F.).
B. ** Check coolant system and surge tank for seeps and leaks.
C. Check radiator for:
   1. ** No missing, loose, or broken mounts and brackets.
2. No broken braces, missing loose or deteriorated rubber insulators.
4. Cleanliness of radiator.
5. Rubber sealing around radiator.
6. All safety decals must be in place and legible.

D. Check fan, fan shroud, and fan drive for:
1. The shrouding should be free of damage and tight.
2. Coaches equipped with offset drives should be checked for:
   a. Seals and gaskets leak.
   b. Fan hub for looseness.
   c. Back lash on the offset gear box not to exceed ¼”.
   d. No loose or missing mounting bolts.
   e. All safety decals must be in place and legible.
3. Hydraulic fan drives for:
   a. Seals and gaskets should not leak.
   b. Fan hub for looseness
   c. Hoses and fittings for leaks.
   d. No loose or missing mounting bolts.
   e. Fan stuck on high speed.

E. Check all belts for correct installation, tension and condition of rubber.

F. Check pulleys for wear, cracks, breaks, looseness and alignment.

G. Check engine and transmission for air, oil fuel, and coolant leaks.
1. Any oil leak that “washes” is considered a major leak.
2. All coolant leaks are considered a major leak.
3. All leaks that just collect dirt will be considered minor.
4. All engine fuel leaks will be considered major.

H. Check the engine and ZF transmission and Allison transmission oil level.
1. If below a quart below the add line ZF dipstick (1/4”).
2. Using the Allison WTEC II selector:
a. Correct Fluid level is indicated by a flashing red LED on the “N” pushbutton.

b. Low fluid level is indicated by a red flashing LED on the “R” pushbutton.

c. High fluid level is indicated by a red flashing LED on the “D” pushbutton.

I. Check the air intake system.
   1. ** The air intake restriction should not exceed 25”.
   2. ** Check all air intake hose clamps for looseness.

J. Check the engine, air compressor, and A/C compressor, and A/C compressor hoses for cuts, holes, and deterioration and proper clamping.
   1. ** Any air lines/hose found with audible leak at other than a proper location will place a bus out of services.
   2. ** Check for any improper type of hoses for a given service.
   3. ** Check for proper joining/splicing of hoses.
   4. ** Check for any air lines/hoses that are cracked, broken, or crimped in such a manner as to restricted airflow.

K.**. Check engine, transmission, and cradle for any broken or deteriorated mounts.

L. Check exhaust system. (393.83)
   1. * Any exhaust system leaking in an area that could allow exhaust fumes to enter the interior of a bus.
   2. * No part of the exhaust system shall result in burning, charging or damaging the electrical wiring, the fuel supply or any combustible part of the bus.
   3. * Diesel Particulate filter with Automatic Active Regeneration.
      a. Fuel leaks
      b. Soot build up on exhaust diffuser.
M. Check muffler mounting clamps and bushings for looseness or deterioration.

N. Check the air compressor and air governor for:
   1. ** Any loose or missing mounting bolts
   2. Air governor for proper mounting.
   3. ** Air system unloading at 120/130 psi.
   4. Noisy operation.

O. Check electrical components, wiring, switches, and electrical boxes for:
   1. Proper mounting and routing.
   2. ** Check wiring for visible wear, damage, and looseness.

P. ** Check A/C compressor for: (Climate controlled system must be maintained all year.)
   1. Cracked or broken mounts.
   2. Front seal leakage.
   3. Compressor oil level, while running.
   4. Driveline components for missing, loose, or damaged parts.
   5. Check all lines and fittings for leaks and serviceability.
   6. ** Missing belt.

Q. Ensure that the engine temperature gauge and engine oil pressure gauge are working.

R. Check rear run box for:
   1. ** Engine stop.
   2. Rear start.
   3. Proper mounting of box.
   4. Operation of the remote throttle control.
   5. ** Red switch cover on Gillig Low Floor bus.

III. Exterior
A. Check all exterior lights for defects.

1. Exterior lights to inspect: (All lights highlighted are considered safety items and must be repaired.

   a. Lighting Devices: When doing an on-site Inspection, Appendix G requires all lighting devices required by section 393 to be operative at all times; and on an in-route inspection the out-of-service criteria only requires one stop light and functioning turn signals on the rear of the vehicle. Most vehicles of a combination vehicle are to be operative at all times. In addition one operative headlight and tail lamp are required during the hours of darkness.

   b. Head lamps – low (*) and high (*)

   c. Turn signals – rear *(*) front (*) and side (*)

   d.** Clearance lights – front, rear and sides

   e.** Marker lights.

   f. Taillights.

   g. * Stop lights.

   h. * License plate light. (Minimum one light)

   i. Exterior door lights

   j. * Backup lights and alarm. (Both inoperative OOS; only one inoperative **)  

   k. Emergency flashers. Check them independently of turn signals.

   l. Retarder off indicator light.

   m. Rear and side reflectors.

   n. Destination sign light.

2. Condition of lenses and frames.

   a. No cracks or holes from damage.

      Proper mounting, no missing screws bolts or fasteners.
b. Lenses shall fit snugly in housing.

c. Lens gaskets should seal properly.

3. Illumination:
   a. No dirt on lenses.
   b. No deterioration of color from soaps.
   c. ** Headlights correctly aimed.
   d. ** Moisture in lenses.

B. Inspection of destination sign.

   1.* Destination sign must be operational. (ADA 1192.39)
      a. * Electronic signs must have their sign readout working and corresponding with the sign. Front and side destination sign must be operational. (ADA 1192.39)
      b. ** Rear run sign and block sign inoperable will be a CS.

   2. ** Exterior glass must be clean and free of cracks.

   3. All dots are to be sharp in color.

4. Electronic sign must cycle every 2 – 3 seconds with the proper code.

C. Conduct inspection of exterior body damage using a body shop survey sheet.

   1. All damage larger than 3” diameter circle with a depth greater that 1/16”.

   2. ** All components of the bus body, glass, appurtenances and frames shall be safe, sound and reasonable condition. This includes defects that may affect passenger safety, passenger comfort, or have a significant effect on appearance.

   3.* All bicycle racks shall be safe, sound, in reasonable condition, and safety decals must be legible.

   4. ** Advertising sign components shall be safe, sound and in reasonable condition.

   5.** All mirrors shall be properly secured and free from broken, cracked, or distorted glass.
6. ** Exterior paint and decals shall be free of scrapes, scratches, peeling, missing portions and free of foreign surface material that is visible to the naked eye from a distance greater than 8’.

7. ** Bumpers shall be safe, sound, no missing parts, and in reasonable condition.

D. Conduct inspection of wheels, tires, lug nuts, and axle flange nuts.
   1. * Check wheels for cracks.
   2. ** Check wheels for stains/luster.
   3. Check Tires for: (393.75)
      a. * Front tires minimum 4/32” tread.
         1. * No re-grooved, recapped, or retreads on the front tires.
      b. * Rear tires minimum of 2/32” tread.
      c. * Check for belt any material exposed through the tread or sidewall.
      d. * Check for any tread or sidewall separation.
      e. * Check for any cuts or abrasions that expose any ply or belt material.
      f. Check for proper inflation.
      g. * Check for spacing between the rear dual tires. Tires should not touch.
   4. * Inspect lug nuts for rust streaks, broken washers, general condition of the nut, and tightness.

E. Conduct inspection of wheel seals, gaskets, cuts, caps, and hub meter.
   1. ** Any seal found leaking that will saturate the brake lining will place the bus out of revenue service,
   2. * Check hub meter for bent bracket and legibility.

F. Fuel System. (393.67)
1. * A fuel system with a visible leak (washing or dripping) at any point of the system. This includes the auxiliary heater systems.
2. * A fuel tank filler cap missing.
3. * Fuel tank not securely attached to the vehicle by a loose, broken, missing mounting bolts or mounting brackets.
4. Check Battery terminals for:
   a. Corrosion
   b. Coated with NO-OX grease.
   c. Tightness.
5. Check batteries for:
   a. ** Broken, cracked, or damaged cases.
   b. ** Defective cables
   c. Water level
   d. ** Properly secured to battery tray by means of a hold down.
   e. Damaged or missing caps
6. Check battery tray for:
   a. ** No broken or missing parts.
   b. Tray slides for smooth operation.
7. Check wheelchair pump tray for:
   a. ** Hydraulic fluid leaks.
   b. Routing of hydraulic hoses and wiring.

G. BICYCLE RACK**
1. Inspect bike rack for proper mounting.
2. Check to see if the racks locks in the up and down position and the orange Indicator stick is mounted properly.
4. Check for proper operation of bicycle hold down magnets and protective coverings.
5. Check the rails to make sure that a bicycle tire will fit between them.

6. Check all decals for wear and tear.

ROA D T EST (Optional)

A. Check transmission light:
   1. When master switch is turned on check diagnostic lights.

B. Stop engine, check engine light, ABS light, and air bag light.
   1. When master switch is turned on, check for stop engine and check engine light for 2–3 seconds illumination for bulb check. Light then goes off if no problems exist.
   2.** Check for ABS and air bag light.

C. Automatic transmission shift selector.
   1. Shift from neutral position to forward and reverse several times. Allow several seconds between each selection.
   2. Neutral start:
      a. Shift selector should be put in all ranges and verified that engine will ONLY START IN NEUTRAL RANGE.

D. Throttle pedal.
   1.** Throttle pedal operation should be smooth and complete without sticking or binding.

E. Engine idle, no load, and hi-idle.
   1. Start engine and warm to operating temperature. Run engine and check idle, no-load and hi-idle.

F. Horn
   1.* Every bus shall be equipped with a horn and actuating element which shall be in such condition as to give an adequate and reliable warning signal.
   
   (393.81)
* a. Horn inoperative.
** b. One horn or intermittent horn.

G. Brake Performance and Tapley Test.
1. * Check for and note any braking problems or abnormalities during the road test. If any problems are indicated, a more in-depth inspection of the brake system is in order upon return to the shop to locate the specific problem.

2. * A Tapley test should be used to determine if the brake efficiency is in specifications.

H. Suspension road performance.
1. ** Check for and note any suspension problems or abnormalities during the road test. If any problems are indicated, a more in-depth inspection of the suspension system is in order upon return to the shop to locate the specific problem.

I. Coach handling and power steering.
1. ** Check for and note any coach handling problems or abnormalities during the road test. If any problems are indicated, a more in-depth inspection of the coach systems and components is in order upon return to the shop to locate the specific problem.

2. * Check the power steering with the engine running and the power steering operating.
   a. ** Wheels must be capable of being turned from full right to left without binding or jamming. Check turning radius, must be equal from side to side. Steering wheel rotation shall be equal from the center position to the right and left wheel stop.
   b. ** Check for security of column mounting.
   c. ** Check steering column shaft bushings for excessive wear.
J. Coach tracks straight when brakes applied.
   1. * Check for and note any brake pulling right or left problems or abnormalities during the road test. If any problems are indicated, a more in-depth inspection of the braking system is in order upon return to the shop in order to locate the specific problems.

K. Coach tracks straight under normal driving.
   1. ** Check for and note any pulling or wandering problems or abnormalities while under the normal driving conditions. If any problems are indicated, a more in-depth inspection of the coach steering system is in order upon return to the shop in order to locate the specific problem.

L. Abnormal vibrations, noises or rattles. (Engine, transmission, driveline, tires, structure, windows, seats, etc.)
   1. Check for and note any abnormal vibrations, noises, or rattles while performing the road test. If any problems are indicated, a more in-depth inspection of the coach is in order upon return to the shop to locate the specific.

M. Speedometer.
   1. * Check for and note any problems or abnormalities of the speedometer during the road test. Record any problems. Speedometer must be operational and backlit. (393.82)

N. Engine smoke conditions.
   1. Check for and note any problems or abnormalities of engine smoking condition at idle, hi-idle, no load, stalls, and while on the road test. Record any problems and a more in-depth inspection of the engine is in order upon return to the shop to locate the specific problem.

O. Transmission shifting.
   1. Check for and note any problems or abnormalities of the transmission shifting, such as shift point, up shifts, downshifts, shift cycling. If any
problems are indicated, a more in-depth inspection of the transmission is in order upon return to the shop to locate the specific problem.

P. Retarder
1. Retarder should operate with a smooth apply and release at approximately 5 – 7 mph. Check for retarder dash light illumination.

Q. Parking Brake
1. ** Inspect parking brake by applying parking brake and place the transmission into a forward gear and apply half throttle. The coach must not move.

2. ** Ford F-450 Cut-A-Way Parking brake check: Check the parking brake by pressing down the parking brake control pedal. The parking brake must be fully set by applying pressure to the pedal before it reaches the mechanical stop. To check the holding ability of the parking brake: On level ground engine running at idle speed place the transmission into gear and allow bus to roll forward. Then apply the parking brake and the bus should come to a stop; plus, parking brake shall be adequate to hold the vehicle while stationary on any grade on which it operates and under all conditions of loading passengers.

3. * Check for oil leakage from the transmission output seal on all Cut-A-Way vehicles for saturation of the emergency brake lining. (393.47)
UNDER CHASSIS

A. Steering Mechanism (393.209)

1. Front Axle
   a. * Check or cracks, fractures, and mounting.
   b. * Check “A” arms for secure mounting, cracks, and broken welds.

2. Steering gear box
   a. * Lose or missing mounting bolts.
   b. * Any cracks I the gearbox or mounting bracket.
   c. * Any obvious welded repair.
   d. * Check for oil leaks.
   e. * Propeller Shaft for lateral play or rotational play.
   f. * Any movement or other condition that interferes with the free movement of any steering component.

3. Pitman arm
   a. * Any looseness of Pitman arm on steering gear output shaft.
   b. * Any obvious welded repair.

4. Power Steering
   b. ** Any Major oil leaks
   c. ** Hoses chafing, cracked, or cut.

5. Ball and Socket Joints includes Tie Rod Ends and Drag Links (Check with person under unit and one person moving the steering wheel back and forth)
   a. * Any movement under steering load of stud and nut.
b. * Any motion, other than rotational, between any linkage member and its attachment point of more than 1/8 inch (3mm).

c. * Any obvious welded repair.

d. * Loose clamp(s) or clamp bolt(s).

e. * Any looseness in any threaded joint.

f. ** Orientation of clamp(s).

g. * Loose or missing Tie Rod End, Pitman Arm, Drag Link, Steering arm nut(s).

6. King Pins

   a. ** Up and down movement that exceeds .065 inch.

   b. ** Lateral movement of more than .125 inch recorded at top or bottom of tire.

**SUSPENSION**

1. Axle Parts and members (393.207)

   a. * Any U-bolt(s) or other spring to axle clamp(s) cracked, broken, loose, or missing.

   b. * Any spring hanger(s) or other axle position part(s) cracked, broken, loose or missing resulting in shifting of an axle from its normal position.

   c. * One-fourth or more of leaves in any spring assembly is broken.

   d. * Any leaf or portion of any leaf in any spring assembly is missing or separated.

   e. * Any broken main leaf in a leaf spring.

   f. * The radius rod leaf, in springs having such a leaf, has the same function as the torque or radius components “torque
radius, or Tracking Components” and should be treated as such component for purposes of out-of-service.

g. * Coil spring broken.

h. * Rubber spring missing.

i. * One or more leaves displaced in a manner that could result in contact with tire, rim, brake, drum, or frame.

j. * Broken torsion bar spring in Torsion suspension.

k. * Deflated air system.

1. ** Major or minor air leak.

2. ** Cracking.

3. ** Missing mounting hardware.

4. ** Alignment of air bags.

l. Composite Springs

1. * Intersecting cracks of any length.

2. * A crack that extends beyond 3/4 the length of the spring.

3. * Any part of the torque, radius, or tracking component assembly or any part used for attaching same to vehicle frame or axle that is cracked, loose, broken, or missing.

m. Mor/ryde suspension

1. Rubber Shear Spring cracks 2.5” long and all the way through the spring will be a RTD.

2. Rubber Shear Spring cracks beyond the 2.5” will remove the bus from revenue service. (RTD OOS)

n. Shock Absorbers

1. ** Loose mounting hardware.

2. ** Worn bushings
3. ** Fluid leakage
   o. Radius, Lateral rod, stabilizer bar, links.
      1. ** loose mounting hardware

2. ** Worn bushing

3. ** Fatigue cracks and non-manufactured bends.

4. Suspension bushings
   a. Category 1: Checked, dry. Slight surface cracks, exposed surfaces of bushing. (Document Condition)
   b. Category 2: Dry, surface cracks, slight movement out of position.
   c. Category 3: Torn, cut or out of position, bushing deterioration on load area. (RTD up to RTD OOS)
   d. Sections of bushings shredded, dangling from isolated joint, joint not centered, fastener or sleeve rubbing metal to metal, rubber missing in load area. (RTD OOS)

p. Ride Height
   1. ** Adjusted as per vehicle specification.

q. Mud flaps
   1. ** Check condition of mud flaps.

**BRAKE INSPECTION** (393.48)

1. Air pressure regulated to 90 to 100psi for push rod travel.
2. * Inspect bake chambers and slack adjusters.
4. * Jam nut secured.
5. * Clevis and pin for wear cotter pin installed.
8. * No binding of push rod.
10. * Brake shoes for lining defects and for wear. RTD MB 4-18-85
11. * Broken or missing brake springs.
12. * Defective cam rollers.
13. * Push rod travel as per RTD MB 4-12-84.
15. * Disc brakes as per manufacture specifications and RTD MB 4-30-95.
16. Inspect parking brake. (Driveline)
   a. * Adequate lining thickness.
   b. * Proper lining attachment to shoes.
   c. * Missing or broken springs.
   d. * Check for oil leakage at the transmission output seal.
      (393.47)

**POWER TRAIN**

1. Inspection of Driveline, U-Joints and Power Train.
   a. **Inspect driveshaft yokes to be on the same plane,
   b. **Check welds for rust and cracks.
   c. **Inspect U-Joints for wear.
   d. ** U-Joints for correct installation.
   e. ** Inspect caps for tightness.
   f. ** Inspect Slip Joint.
g. ** Inspect transmission and differential companion flanges for correct insulation and defects.

h. ** Inspect entire differential.

i. ** Check for fluid leaks.

j. ** Check for loose or missing hardware.

k. ** Check for Engine and Transmission oil leaks.

l. ** Check Engine and Transmission mounts.

m. ** Check for Engine hydraulic cooling fan oil leaks.

n. ** Frame for cracks.

o. ** Exhaust system for leaks,

p. ** Hoses for chafing.

** AIR SYSTEM

1. Inspection of Air system

   a. ** Excessive oil or moisture in the air system.

   b. ** Excessive air leaks.

   c. ** Frame for cracks.

   d. ** Loose or missing hardware.

   e. ** Drain valves and pull-cords.

** FUEL SYSTEM

1. Fuel Tank (393.67)

   a.* Fuel leaks

   b. ** Loose or missing mounting hardware.

   c. ** Fuel lines chafing.
ATTACHMENT 25

PREVENTIVE MAINTENANCE INTERVALS
<table>
<thead>
<tr>
<th>SCHEDULE CODE</th>
<th>DESCRIPTION</th>
<th>INTERVAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>BU-ACBELT</td>
<td>CHANGE A-C COMP BELT</td>
<td>96,000</td>
</tr>
<tr>
<td>BU-AIRCMPGOV</td>
<td>CHANGE AIR COMP GOVENOR</td>
<td>114,000</td>
</tr>
<tr>
<td>BU-AIRCOMP</td>
<td>CHANGE AIR COMPRESSOR</td>
<td>300,000</td>
</tr>
<tr>
<td>BU-ALTFANBLT</td>
<td>CHANGE FAN DRIVE OR ALT BELT</td>
<td>96,000</td>
</tr>
<tr>
<td>BU-BRKAPPVLV</td>
<td>CHANGE BRAKE APPL VALVE</td>
<td>150,000</td>
</tr>
<tr>
<td>BU-BRKRLYVLV</td>
<td>CHANGE BRAKE RELAY VALVE - FRONT</td>
<td>150,000</td>
</tr>
<tr>
<td>BU-CCI</td>
<td>CLIMATE CONTROL SYSTEM PM</td>
<td>48,000</td>
</tr>
<tr>
<td></td>
<td>CHANGE AUX HTR FUEL FILTER</td>
<td>48,000</td>
</tr>
<tr>
<td>BU-DESS</td>
<td>CHANGE AIR DRYER DESSICANT</td>
<td>48,000</td>
</tr>
<tr>
<td></td>
<td>CHANGE PARKER ELEMENT</td>
<td>48,000</td>
</tr>
<tr>
<td>BU-DIFFSYN</td>
<td>CHANGE DIFFERENTIAL OIL</td>
<td>96,000</td>
</tr>
<tr>
<td>BU-FIRESUPP1</td>
<td>&gt;&gt;&gt;&gt; MAIN CONTROL PANEL &lt;&lt;&lt; &lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt; 6 Months</td>
<td></td>
</tr>
<tr>
<td></td>
<td>INSPECT CONTROL PANEL</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>CONTROL PANEL SECURELY MOUNTED</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>CABLES ON BACK OF CONTROL PANEL CONNECTED AND LOCKED</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>VERIFY THAT THE GREEN SYSTEM OK IS ILLUMINATED</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>PRESS PUSH TO TEST BUTTON; VERIFY ALL LIGHTS ILLUMINATE</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>&gt;&gt;&gt;&gt; TEST MODULE INSTALL &lt;&lt;&lt;&lt; &lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt; 6 Months</td>
<td></td>
</tr>
<tr>
<td></td>
<td>INSTALL TEST MODULE IN PLACE OF CONTROL HEAD AT THE CYLINDER</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>&gt;&gt;&gt;&gt; MANUAL ACTUATOR &lt;&lt;&lt; &lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt; 6 Months</td>
<td></td>
</tr>
<tr>
<td></td>
<td>IN CASE FIRE LABEL IS MOUNTED CLOSE TO MANUAL ACTUATOR</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>LOCK WIRE SEAL IS ATTACHED AND INSTALLED CORRECTLY</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>END OF LINE RESISTOR IS ATTACHED AND SECURELY MOUNTED</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>CONFIRM MANUAL ACTUATOR SWITCH ISN`T OBSTRUCTED</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>&gt;&gt;&gt;&gt; POWER SUPPLY &lt;&lt;&lt; &lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt; 6 Months</td>
<td></td>
</tr>
<tr>
<td></td>
<td>VERIFY POWER AND GROUND WIRES ARE CONNECTED AND SECURELY</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>VERIFY ONLY THE AMEREX POWER LEAD IS USED</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>FUSE HOLDER AND WIRING CONDITION</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>10 AMP FUSE WITH WHITE NUMBERING IN PLACE</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>SUFFICIENT POWER CABLE LENGTH</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>&gt;&gt;&gt;&gt; AGENT CYLINDER &lt;&lt;&lt; &lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt; 6 Months</td>
<td></td>
</tr>
<tr>
<td></td>
<td>MOUNTING BRACKET IS WELDED OR BOLTED SECURELY</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>AGENT CYLINDER MOUNTED SO GAUGE IS VISIBLE</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>ELECTRONIC CONTROL HEAD BOLTED SECURELY</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>DISCHARGE FITTING IS BOLTED SECURELY</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>ELECTRIC ACTUATOR IS SCREWED IN COMPLETELY</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>ELECTRIC ACTUATOR CABLE TIED FOR STRAIN RELIEF</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>&gt;&gt;&gt;&gt; DISCHARGE NETWORK &lt;&lt;&lt; &lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt; 6 Months</td>
<td></td>
</tr>
<tr>
<td></td>
<td>MAIN DISCHARGE LINE IS 3/4&quot; HYDRAULIC HOSE</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>MAIN DISCHARGE LINE IS WITHIN MIN/MAX LENGTH</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>SECONDARY DISCHARGE LINES ARE 1/2&quot; HYDRAULIC HOSE</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>&gt;&gt;&gt;&gt; NOZZLES &lt;&lt;&lt; &lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt;&lt; 6 Months</td>
<td></td>
</tr>
<tr>
<td></td>
<td>NOZZLE BRACKETS MOUNTED SECURELY</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>ALL FOUR NOZZLES &amp; HOSES SECURELY SCREWED INTO BRACKET</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>AIMED IN THE PROPER DIRECTION</td>
<td>6 Months</td>
</tr>
</tbody>
</table>
DISCHARGE PATH IS NOT BLOCKED BY OTHER COMPONENTS 6 Months
SAFETY CAPS ARE PROPERLY INSTALLED 6 Months
SAFETY CAPS AREN'T PREVENTED FROM BLOWING OFF 6 Months
NOZZLES AREN'T MOUNTED CLOSER THAN 12" TO HEAT SOURCE 6 Months
>>> DETECTION NETWORK <<< 6 Months
ALL THREE THERMOSTATS ARE PRESENT 6 Months
PROPER TEMPERATURE THERMOSTATS ARE INSTALLED 6 Months
THERMOSTATS ARE SECURELY MOUNTED ABOVE HAZARD AREAS 6 Months
THERMOSTATS AREN'T BLOCKED BY OTHER COMPONENTS 6 Months
THERMOSTATS ARE DAISY CHAINED BY AMEREX HAZARD WIRE 6 Months
END OF LINE RESISTOR IS PROPERLY INSTALLED 6 Months
>>> TESTING DISCHARGE NETWORK <<< 6 Months
DOUBLE CHECK TEST MODULE INSTALLED CORRECTLY 6 Months
CHECK THE CONTROL PANELÝ SYSTEM OK LIGHT ILLUMINATED 6 Months
UNBOLT THE DISCHARGE FITTING FROM THE AGENT BOTTLE 6 Months
BOLT AMEREX BLOWOUT ADAPTER TO THE DISCHARGE FITTING 6 Months
HOOK UP SHOP AIR TO THE AIR FITTING OF BLOW OUT ADAPTER 6 Months
VERIFY ALL SAFETY CAPS BLOW OFF THE NOZZLES 6 Months
TEST FOR EQUAL AIR FLOW AT ALL FOUR NOZZLES 6 Months
REINSTALL ALL SAFETY CAPS 6 Months
UNBOLT THE BLOWOUT ADAPTER 6 Months
REINSTALL AND SECURE DISCHARGE FITTING 6 Months
>>> TESTING DETECTION NETWORK <<< 6 Months
USE HEAT GUN TO FLAT END OF 1ST THERMOSTAT IN CIRCUIT 6 Months
ALARM SOUNDS 6 Months
REMOVE HEATÝ WAIT 30 SECONDS 6 Months
RESET BUTTON ON TEST MODULE 6 Months
REPEAT STEPS ABOVE ON THE NEXT TWO THERMOSTATS 6 Months
>>> TESTING ACTUATION NETWORK <<< 6 Months
LOCATE MANUAL ACTUATOR IN DRIVER'S AREA 6 Months
PULL SAFETY PIN AND PRESS THE FIRE BOTTON 6 Months
VERIFY CONTROL PANEL LIGHT CONFIGURATION 6 Months
SYSTEM OK OFF 6 Months
FIRE ON 6 Months
SERVICE SYSTEM ON 6 Months
ALARM SILENCE OFF 6 Months
SHUTDOWN RESET ON 6 Months
PRESS RESET BUTTON ON TEST MODULE 6 Months
VERIFY CONTROL PANEL LIGHT CONFIGURATION 6 Months
SYSTEM OK ON 6 Months
FIRE OFF 6 Months
SERVICE SYSTEM OFF 6 Months
ALARM SILENCE OFF 6 Months
SHUTDOWN RESET OFF 6 Months
PRESS THE SHUTDOWN RESET BUTTON 6 Months
SHUTDOWN RESET LIGHT NOT ON 6 Months
>>> ENGINE SHUTDOWN TEST <<< 6 Months
START ENGINE AND LET WARM UP 6 Months
PRESS AND HOLD THE PRESS TO TEST BUTTON 6 Months
COUNT THE SECONDS UNTIL ENGINE SHUTDOWN 6 Months
SHUTDOWN WITHIN 15 SECONDS 6 Months
>>> BATTERY BACK UP TEST <<< 6 Months
DISCONNECT AMEREX SUPPLY FUSE 6 Months
VERIFY THE CONTROL PANEL LIGHT CONFIGURATION 6 Months
SYSTEM OK OFF 6 Months
FIRE OFF 6 Months
SERVICE SYSTEM ON 6 Months
ALARM SILENCE OFF 6 Months
SHUTDOWN RESET OFF 6 Months
PUSH MANUAL ACTUATOR BUTTON 6 Months
TEST MODULE LED COMES ON 6 Months
PRESS RESET BUTTON ON TEST MODULE 6 Months
REINSTALL AMEREX SUPPLY FUSE 6 Months
VERIFY THE CONTROL PANEL RETURNS BACK TO NORMAL 6 Months
>>> TEST MODULE REMOVAL <<<
VERIFY SYSTEM OK LIGHT ON
VERIFY LED ON TEST MODULE IS OFF
UNPLUG TEST MODULE

BU-FIRESUPP2
VERIFY THAT THE GREEN SYSTEM OK IS ILLUMINATED
INSTALL TEST MODULE IN PLACE OF CONTROL HEAD AT THE CYLINDER
REMOVE AND REPLACE CYLINDER ACTUATOR
REMOVE AND REPLACE CYLINDER MOUNTING BRACKET IS WELDED OR BOLTED SECURELY
AGENT CYLINDER MOUNTED SO GAUGE IS VISIBLE
ELECTRONIC CONTROL HEAD BOLTED SECURELY
DISCHARGE FITTING IS BOLTED SECURELY
ELECTRIC ACTUATOR IS SCREWED IN COMPLETELY
ELECTRIC ACTUATOR CABLE TIED FOR STRAIN RELIEF

BU-PMA
>>> DRIVERS AREA CHECKLIST ITEMS <<<
AIR SYSTEM CHECK
DEFROSTER
DRIVER’S WINDOW
DOT STICKER
W-SHIELD -WIPERS -WASHERS
STEERING WHEEL AND COLUMN OPERATION
HORN
EMERGENCY EQUIPMENT
DRIVERS SEAT BELT
OTHER DRIVERS AREA ITEMS PER INSPECTION GUIDELINES

>>> ROAD TEST CHECKLIST ITEMS <<<
STEERING
SUSPENSION
NOISE -VIBRATION -RATTLES
SPEEDOMETER OPERATION
BRAKE OPERATION -PARK -SERV
OTHER ROAD TEST ITEMS PER INSPECTION GUIDELINES

>>> INTERIOR CHECKLIST ITEMS <<<
EMERGENCY ROOF HATCH OPER.
EMERG EXIT WINDOW OPERATION
PA SYSTEM
OTHER INTERIOR ITEMS PER INSPECTION GUIDELINES

>>> EXTERIOR CHECKLIST ITEMS <<<
EXTerior MIRRORS AND ADJUSTMENTS
WINDSHIELD WIPERS-ARMS
WINDSHEilds -AND MOUNTING
ALL EXTERIOR LIGHTS AND REFLECTORS
DOT NUMBER DECALS
TOW EYES-HOOKS
TIRES
WHEELS
LUG NUTS-STUDS / INDICATORS
HUB-AXLE SEALS-LEVEL
FUEL/DEF Filler CAP-NECK
BATTERY-TRAYS-COMPARTMENT
OTHER EXTERIOR ITEMS PER INSPECTION GUIDELINES

>>> ENGINE COMPARTMENT CHECKLIST ITEMS <<<
EXHAUST SYSTEM
POWER STEERING PUMP-RESV
AIR COMPRESSOR
ENGINE OIL LEAKS
HYDRAULIC LEAKS
COOLANT LEAKS
AIR LEAKS
FUEL LEAKS
OTHER ENGINE COMPARTMENT ITEMS PER INSPECTION GUIDELINES
>>> UNDERCHASSIS CHECKLIST ITEMS <<<

- Check Front Axle
- Front Suspension and Air Ride System Components
- Steering System Components
- Fuel/Def Tank-Lines
- Frame-Underbody
- Air Tanks-Mounting-Piping
- Check Rear Axle
- Rear Axle Fluid Level
- Rear Suspension and Air Ride System Components
- Drive Shaft-U-Joints
- Driveshaft Loop
- Transmission Oil Leaks
- Complete Coach Lube Job
- Other Underchassis Items Per Inspection Guidelines

>>> BRAKE SYSTEM CHECKLIST ITEMS <<<

- All Brake Valves
- Brake Hoses-Tubing
- Brake Chambers
- Clevis Pins-Cotter Keys
- Slack Adjusters
- S-Cams-Tubes-Seals-Bushings
- Drums
- Shoes-Springs-Linings
- Inner Wheel Seals
- Brake Lining Thickness
- Push Rod Travel
- Other Brake Items Per Inspection Guidelines

>>> RAMP INSPECTION CHECKLIST ITEMS <<<

- Lift - Ramp Items Per Inspection Guidelines

>>> SERVICE ITEM CHECKLIST ITEMS <<<

- Torque Lug Nuts
- Other Service Items Per Inspection Guidelines
- Change-Clean HTR-AC Filters
- Change Engine Oil and Filter
- Change Fuel Filters
- Take Engine Oil Sample
- Additional Inspection Item #1
- Additional Inspection Item #2
- Additional Inspection Item #3
- Additional Inspection Item #4
- Additional Inspection Item #5
- Additional Inspection Item #6
- Additional Inspection Item #7
- Additional Inspection Item #8
- Additional Inspection Item #9
- Additional Inspection Item #10
- Take Trans Fluid Sample
- Battery Tray Lube
- Battery Wash
- Lube Door Motor-Linkage
- Nitrite Reading
- Clean Differential Breather
- Clean Transmission Breather
- Test Press Protection Valve
- Change Pwr-Strg Fluid and Filter
- Battery Service
- Clean Differential Breather
- Retorque Susp Fasteners (If Not Yet Torque Sealed)
CHECK TORQUE SEAL ALL SUSPENSION FASTENERS  48,000
COOLANT SAMPLE  48,000
SUPER CAPACITOR  48,000

BU-RAMP1
MAJOR W-C RAMP PM  30,000

BU-SC1
INTERIOR CLEAN  3,000

BU-SC2
UPHOLSTERY CLEAN  24,000

BU-SC3
ENGINE WASH  12,000

BU-SC4
RADIATOR CLEAN  3,000

BU-TRANSYN
CHANGE TRANS FLUID AND FILTER  72,000

BU-TUNEUP
TUNE-UP  100,000

BU-WBD
WHEEL BEARING PACK DRIVE  66,000

BU-WBF
WHEEL BEARING PACK FRONT  30,000

DB-SRV-3900
PRE-INSPECT BRAKES AND COMPONENTS  9,999,999
REMOVE R TIRES  9,999,999
REMOVE L TIRES  9,999,999
REPLACE R SLACK ADJUSTER AS PER MAINT/BULLETIN (4-46-08)  9,999,999
REPLACE L SLACK ADJUSTER AS PER MAINT/BULLETIN (4-46-08)  9,999,999
REMOVE RIGHT AXLE SHAFT  9,999,999
REMOVE LEFT AXLE SHAFT  9,999,999
REMOVE R HUB AND DRUM ASSEMBLIES  9,999,999
REMOVE L HUB AND DRUM ASSEMBLIES  9,999,999
REMOVE R BRAKE SHOE ASSEMBLIES  9,999,999
REMOVE L BRAKE SHOE ASSEMBLIES  9,999,999
CLEAN RIGHT AXLE AND BRAKE COMPONENTS  9,999,999
CLEAN LEFT AXLE AND BRAKE COMPONENTS  9,999,999
INSPECT R BRAKE COMPONENTS FOR DAMAGE OR WEAR  9,999,999
INSPECT L BRAKE COMPONENTS FOR DAMAGE OR WEAR  9,999,999
INSPECT R SLACK-ADJ END-PLAY PER M/B (4-03-83)  9,999,999
INSPECT L SLACK ADJUSTER END-PLAY PER M/B (4-03-83)  9,999,999
INSPECT R CAMSHAFT / BUSHINGS FOR WEAR PER M/B (4-03-83)  9,999,999
INSPECT L CAMSHAFT / BUSHINGS FOR WEAR PER M/B (4-03-83)  9,999,999
REMOVE / DISCARD DEFECTIVE BRAKE COMPONENTS  9,999,999
INSTALL R BUSHINGS/ NEW AND OLD BRAKE COMPONENTS  9,999,999
INSTALL L BUSHINGS/ NEW AND OLD BRAKE COMPONENTS  9,999,999
INSTALL R BRAKE SHOE ASSEMBLIES  9,999,999
INSTALL L BRAKE SHOE ASSEMBLIES  9,999,999
INSTALL R SLACK-ADJ / SET-UP PER M/B (4-13-84)  9,999,999
INSTALL L SLACK-ADJ / SET-UP PER M/B (4-13-84)  9,999,999
LUBRICATE ALL BRAKE COMPONENTS PER M/B (13-03-84)  9,999,999
INSTALL R HUB AND DRUM ASSEMBLIES PER M/B (19-07-85)  9,999,999
INSTALL L HUB AND DRUM ASSEMBLIES PER M/B (19-07-85)  9,999,999
INSTALL RIGHT AXLE NUT AS PER MAINT-BULLETIN (19-07-85)  9,999,999
INSTALL LEFT AXLE NUT AS PER MAINT-BULLETIN (19-07-85)  9,999,999
INSTALL RIGHT AXLE SHAFT AND HUBOMETER  9,999,999
INSTALL LEFT AXLE SHAFT  9,999,999
TOP-OFF DIFFERENTIAL FLUID  9,999,999
ADJUST AND TEST R SLACK-ADJ PER M/B (4-13-84) 9,999,999
ADJUST AND TEST L SLACK-ADJ PER M/B (4-13-84) 9,999,999
COMPLETE TEST FOR PUSH-ROD TRAVEL PER M/B (4-12-84) 9,999,999
INSTALL R TIRES AND TORQUE PER M/B (19-04-83) 9,999,999
INSTALL L TIRES AND TORQUE PER M/B (19-04-83) 9,999,999
APPLY TORQUE SEAL PER M/B (19-16-98) 9,999,999
COMPLETE TEST FOR TAPLEY TEST PER M/B (4-02-82) 9,999,999

FB-SRV-3900

PRE-INSP BRAKES AND COMPONENTS 9,999,999
REMOVE R TIRES 9,999,999
REMOVE L TIRES 9,999,999
REPLACE R SLACK ADJUSTER AS PER MAINT/BULLETIN (4-46-08) 9,999,999
REPLACE L SLACK ADJUSTER AS PER MAINT/BULLETIN (4-46-08) 9,999,999
REMOVE RIGHT AXLE SHAFT 9,999,999
REMOVE LEFT AXLE SHAFT 9,999,999
REMOVE R HUB AND DRUM ASSEMBLIES 9,999,999
REMOVE L HUB AND DRUM ASSEMBLIES 9,999,999
REMOVE R BRAKE SHOE ASSEMBLIES 9,999,999
REMOVE L BRAKE SHOE ASSEMBLIES 9,999,999
CLEAN RIGHT AXLE AND BRAKE COMPONENTS 9,999,999
CLEAN LEFT AXLE AND BRAKE COMPONENTS 9,999,999
INSPECT R BRAKE COMPONENTS FOR DAMAGE OR WEAR 9,999,999
INSPECT L BRAKE COMPONENTS FOR DAMAGE OR WEAR 9,999,999
INSPECT R SLACK-ADJ END-PLAY PER M/B (4-03-83) 9,999,999
INSPECT L SLACK ADJUSTER END-PLAY PER M/B (4-03-83) 9,999,999
INSPECT R CAMSHAFT / BUSHINGS FOR WEAR PER M/B (4-03-83) 9,999,999
INSPECT L CAMSHAFT / BUSHINGS FOR WEAR PER M/B (4-03-83) 9,999,999
REMOVE / DISCARD DEFECTIVE BRAKE COMPONENTS 9,999,999
INSTALL R BUSHINGS/ NEW AND OLD BRAKE COMPONENTS 9,999,999
INSTALL L BUSHINGS/ NEW AND OLD BRAKE COMPONENTS 9,999,999
INSTALL R BRAKE SHOE ASSEMBLIES 9,999,999
INSTALL L BRAKE SHOE ASSEMBLIES 9,999,999
INSTALL R SLACK-ADJ / SET-UP PER M/B (4-13-84) 9,999,999
INSTALL L SLACK-ADJ / SET-UP PER M/B (4-13-84) 9,999,999
LUBRICATE ALL BRAKE COMPONENTS PER M/B (13-03-84) 9,999,999
INSTALL R HUB AND DRUM ASSEMBLIES PER M/B (19-07-85) 9,999,999
INSTALL L HUB AND DRUM ASSEMBLIES PER M/B (19-07-85) 9,999,999
INSTALL RIGHT AXLE NUT AS PER MAINT-BULLETIN (19-07-85) 9,999,999
INSTALL LEFT AXLE NUT AS PER MAINT-BULLETIN (19-07-85) 9,999,999
INSTALL RIGHT AXLE SHAFT AND HUBOMETER 9,999,999
INSTALL LEFT AXLE SHAFT 9,999,999
TOP-OFF DIFFERENTIAL FLUID 9,999,999
ADJUST AND TEST R SLACK-ADJ PER M/B (4-13-84) 9,999,999
ADJUST AND TEST L SLACK-ADJ PER M/B (4-13-84) 9,999,999
COMPLETE TEST FOR PUSH-ROD TRAVEL PER M/B (4-12-84) 9,999,999
INSTALL R TIRES AND TORQUE PER M/B (19-04-83) 9,999,999
INSTALL L TIRES AND TORQUE PER M/B (19-04-83) 9,999,999
APPLY TORQUE SEAL PER M/B (19-16-98) 9,999,999
COMPLETE TEST FOR TAPLEY TEST PER M/B (4-02-82) 9,999,999

SCHED-07-GIL-ISL

BU-ACBELT
CHANGE A-C COMP BELT 96,000

BU-AIRCMPGOV
CHANGE AIR COMP GOVENOR 114,000

BU-AIRCOMP
CHANGE AIR COMPRESSOR 300,000

BU-ALTFANBLT
CHANGE FAN DRIVE OR ALT BELT 96,000

BU-BRKAPPVLV
CHANGE BRAKE APPL VALVE 150,000

BU-BRKRLYVLV
CHANGE BRAKE RELAY VALVE - FRONT 150,000

BU-CCI
CLIMATE CONTROL SYSTEM PM 48,000
CHANGE AUX HTR FUEL FILTER 48,000

BU-DESS
CHANGE AIR DRYER DESSICANT 48,000
CHANGE PARKER ELEMENT 48,000

BU-DIFFSYN
CHANGE DIFFERENTIAL OIL 96,000

BU-FIRESUPP1

>>>> MAIN CONTROL PANEL <<<< 6 Months
INSPECT CONTROL PANEL 6 Months
CONTROL PANEL SECURELY MOUNTED 6 Months
CABLES ON BACK OF CONTROL PANEL CONNECTED AND LOCKED 6 Months
VERIFY THAT THE GREEN SYSTEM OK IS ILLUMINATED 6 Months
PRESS PUSH TO TEST BUTTON; VERIFY ALL LIGHTS ILLUMINATE 6 Months
>>>> TEST MODULE INSTALL <<<< 6 Months
INSTALL TEST MODULE IN PLACE OF CONTROL HEAD AT THE CYLIN 6 Months
>>>> MANUAl ACTUATOR <<<< 6 Months
IN CASE FIRE LABEL IS MOUNTED CLOSE TO MANUAL ACTUATOR 6 Months
LOCK WIRE SEAL IS ATTACHED AND INSTALLED CORRECTLY 6 Months
END OF LINE RESISTOR IS ATTACHED AND SECURELY MOUNTED 6 Months
CONFIRM MANUAL ACTUATOR SWITCH ISN`T OBSTRUCTED 6 Months
>>>> POWER SUPPLY <<<< 6 Months
VERIFY POWER AND GROUND WIRES ARE CONNECTED AND SECUI 6 Months
VERIFY ONLY THE AMEREX POWER LEAD IS USED 6 Months
FUSE HOLDER AND WIRING CONDITION 6 Months
10 AMP FUSE WITH WHITE NUMBERING IN PLACE 6 Months
SUFFICIENT POWER CABLE LENGTH 6 Months
>>>> AGENT CYLINDER <<<< 6 Months
MOUNTING BRACKET IS WELDED OR BOLTED SECURELY 6 Months
AGENT CYLINDER MOUNTED SO GAUGE IS VISIBLE 6 Months
ELECTRONIC CONTROL HEAD BOLTED SECURELY 6 Months
DISCHARGE FITTING IS BOLTED SECURELY 6 Months
ELECTRIC ACTUATOR IS SCREWED IN COMPLETELY 6 Months
ELECTRIC ACTUATOR CABLE TIED FOR STRAIN RELIEF 6 Months
>>>> DISCHARGE NETWORK <<<< 6 Months
MAIN DISCHARGE LINE IS 3/4" HYDRAULIC HOSE 6 Months
MAIN DISCHARGE LINE IS WITHIN MIN/MAX LENGTH 6 Months
SECONDARY DISCHARGE LINES ARE 1/2" HYDRAULIC HOSE 6 Months
>>>> NOZZLES <<<< 6 Months
NOZZLE BRACKETS MOUNTED SECURELY 6 Months
ALL FOUR NOZZLES & HOSES SECURELY SCREWED INTO BRACKET 6 Months
AIMED IN THE PROPER DIRECTION 6 Months
DISCHARGE PATH IS NOT BLOCKED BY OTHER COMPONENTS 6 Months
SAFETY CAPS ARE PROPERLY INSTALLED 6 Months
SAFETY CAPS AREN`T PREVENTED FROM BLOWING OFF 6 Months
NOZZLES AREN`T MOUNTED CLOSER THAN 12" TO HEAT SOURCE 6 Months
>>>> DETECTION NETWORK <<<< 6 Months
ALL THREE THERMOSTATS ARE PRESENT 6 Months
PROPER TEMPERATURE THERMOSTATS ARE INSTALLED 6 Months
THERMOSTATS ARE SECURELY MOUNTED ABOVE HAZARD AREAS 6 Months
THERMOSTATS AREN`T BLOCKED BY OTHER COMPONENTS 6 Months
THERMOSTATS ARE DAISY CHAINED BY AMEREX HAZARD WIRE 6 Months
END OF LINE RESISTOR IS PROPERLY INSTALLED 6 Months
>>>> TESTING DISCHARGE NETWORK <<<< 6 Months
DOUBLE CHECK TEST MODULE INSTALLED CORRECTLY 6 Months
CHECK THE CONTROL PANELý SYSTEM OK LIGHT ILLUMINATED 6 Months
UNBOLT THE DISCHARGE FITTING FROM THE AGENT BOTTLE 6 Months
BOLT AMEREX BLOWOUT ADAPTER TO THE DISCHARGE FITTING 6 Months
HOOK UP SHOP AIR TO THE AIR FITTING OF BLOW OUT ADAPTER 6 Months
VERIFY ALL SAFETY CAPS BLOW OFF THE NOZZLES 6 Months
TEST FOR EQUAL AIR FLOW AT ALL FOUR NOZZLES 6 Months
REINSTALL ALL SAFETY CAPS 6 Months
UNBOLT THE BLOWOUT ADAPTER 6 Months
REINSTALL AND SECURE DISCHARGE FITTING 6 Months
>>>> TESTING DETECTION NETWORK <<<< 6 Months
USE HEAT GUN TO FLAT END OF 1ST THERMOSTAT IN CIRCUIT 6 Months
ALARM SOUNDS 6 Months
REMOVE HEATý WAIT 30 SECONDS 6 Months
RESET BUTTON ON TEST MODULE 6 Months
REPEAT STEPS ABOVE ON THE NEXT TWO THERMOSTATS 6 Months
>>>> TESTING ACTUATION NETWORK <<<< 6 Months
LOCATE MANUAL ACTUATOR IN DRIVER’S AREA 6 Months
PULL SAFETY PIN AND PRESS THE FIRE BOTTON 6 Months
VERIFY CONTROL PANEL LIGHT CONFIGURATION 6 Months
SYSTEM OK OFF 6 Months
FIRE ON 6 Months
SERVICE SYSTEM ON 6 Months
ALARM SILENCE OFF 6 Months
SHUTDOWN RESET ON 6 Months
PRESS RESET BUTTON ON TEST MODULE 6 Months
VERIFY CONTROL PANEL LIGHT CONFIGURATION 6 Months
SYSTEM OK ON 6 Months
FIRE OFF 6 Months
SERVICE SYSTEM OFF 6 Months
ALARM SILENCE OFF 6 Months
SHUTDOWN RESET OFF 6 Months
PRESS THE SHUTDOWN RESET BUTTON 6 Months
SHUTDOWN RESET LIGHT NOT ON 6 Months
>>>> ENGINE SHUTDOWN TEST <<<< 6 Months
START ENGINE AND LET WARM UP 6 Months
PRESS AND HOLD THE PRESS TO TEST BUTTON 6 Months
COUNT THE SECONDS UNTIL ENGINE SHUTSDOWN 6 Months
SHUTDOWN WITHIN 15 SECONDS 6 Months
>>>> BATTERY BACK UP TEST <<<< 6 Months
DISCONNECT AMEREX SUPPLY FUSE 6 Months
VERIFY THE CONTROL PANEL LIGHT CONFIGURATION 6 Months
SYSTEM OK OFF 6 Months
FIRE OFF 6 Months
SERVICE SYSTEM ON 6 Months
ALARM SILENCE OFF 6 Months
SHUTDOWN RESET OFF 6 Months
PUSH MANUAL ACTUATOR BUTTON 6 Months
TEST MODULE LED COMES ON 6 Months
PRESS RESET BUTTON ON TEST MODULE 6 Months
REINSTALL AMEREX SUPPLY FUSE 6 Months
VERIFY THE CONTROL PANEL RETURNS BACK TO NORMAL 6 Months
>>>> TEST MODULE REMOVAL <<<< 6 Months
VERIFY SYSTEM OK LIGHT ON 6 Months
VERIFY LED ON TEST MODULE IS OFF 6 Months
UNPLUG TEST MODULE 6 Months

BU-FIRESUPP2
VERIFY THAT THE GREEN SYSTEM OK IS ILLUMINATED 72 Months
INSTALL TEST MODULE IN PLACE OF CONTROL HEAD AT THE CYLIN 72 Months
REMOVE AND REPLACE CYLINDER ACTUATOR 72 Months
REMOVE AND REPLACE CYLINDER 72 Months
MOUNTING BRACKET IS WELDED OR BOLTED SECURELY 72 Months
AGENT CYLINDER MOUNTED SO GAUGE IS VISIBLE 72 Months
ELECTRONIC CONTROL HEAD BOLTED SECURELY 72 Months
DISCHARGE FITTING IS BOLTED SECURELY 72 Months
ELECTRIC ACTUATOR IS SCREWED IN COMPLETELY 72 Months
BU-PMA

>>>>> DRIVERS AREA CHECKLIST ITEMS <<<<< 6,000
AIR SYSTEM CHECK 6,000
DEFROSTER 6,000
DRIVER’S WINDOW 6,000
DOT STICKER 6,000
W-SHIELD -WIPERS -WASHERS 6,000
STEERING WHEEL AND COLUMN OPERATION 6,000
HORN 6,000
EMERGENCY EQUIPMENT 6,000
DRIVERS SEAT BELT 6,000
OTHER DRIVERS ITEMS PER INSPECTION GUIDELINES 6,000

>>>>> ROAD TEST CHECKLIST ITEMS <<<<< 6,000
STEERING 6,000
SUSPENSION 6,000
NOISE -VIBRATION -RATTLES 6,000
SPEEDOMETER OPERATION 6,000
BRAKE OPERATION -PARK -SERV 6,000
OTHER ROAD ITEMS PER INSPECTION GUIDELINES 6,000

>>>>> INTERIOR CHECKLIST ITEMS <<<<< 6,000
EMERGENCY ROOF HATCH OPER. 6,000
EMERG EXIT WINDOW OPERATION 6,000
PA SYSTEM 6,000
OTHER INTERIOR ITEMS PER INSPECTION GUIDELINES 6,000

>>>>> EXTERIOR CHECKLIST ITEMS <<<<< 6,000
EXTERIOR MIRRORS AND ADJUSTMENTS 6,000
WINDSHIELD WIPERS-ARMS 6,000
WINDSHIELDS -AND MOUNTING 6,000
ALL EXTERIOR LIGHTS AND REFLECTORS 6,000
DOT NUMBER DECALS 6,000
TOW EYES-HOOKS 6,000
TIRES 6,000
WHEELS 6,000
LUG NUTS-STUDS / INDICATORS 6,000
HUB-AXLE SEALS-LEVEL 6,000
FUEL/DEF FILLER CAP-NECK 6,000
BATTERY-TRAYS-COMPARTMENT 6,000
OTHER EXTERIOR ITEMS PER INSPECTION GUIDELINES 6,000

>>>>> ENGINE COMPARTMENT CHECKLIST ITEMS <<<<< 6,000
EXHAUST SYSTEM 6,000
POWER STEERING PUMP-RESV 6,000
AIR COMPRESSOR 6,000
ENGINE OIL LEAKS 6,000
HYDRAULIC LEAKS 6,000
COOLANT LEAKS 6,000
AIR LEAKS 6,000
FUEL LEAKS 6,000
OTHER ENGINE ITEMS PER INSPECTION GUIDELINES 6,000

>>>>> UNDERCHASSIS CHECKLIST ITEMS <<<<< 6,000
CHECK FRONT AXLE 6,000
FRONT SUSPENSION AND AIR RIDE SYSTEM COMPONENTS 6,000
STEERING SYSTEM COMPONENTS 6,000
FUEL/DEF TANK-LINES 6,000
FRAME-UNDERBODY 6,000
AIR TANKS-MOUNTING-PIPING 6,000
CHECK REAR AXLE 6,000
REAR AXLE FLUID LEVEL 6,000
REAR SUSPENSION AND AIR RIDE SYSTEM COMPONENTS 6,000
DRIVE SHAFT-U-JOINTS 6,000
DRIVESHAFT LOOP 6,000
TRANSMISSION OIL LEAKS 6,000
COMPLETE COACH LUBE JOB 6,000
OTHER UNDERCHASSIS ITEMS PER INSPECTION GUIDELINES 6,000
>>> BRAKE SYSTEM CHECKLIST ITEMS <<< 6,000
ALL BRAKE VALVES 6,000
BRAKE HOSES-TUBING 6,000
BRAKE CHAMBERS 6,000
CLEVIS PINS-COTTER KEYS 6,000
SLACK ADJUSTERS 6,000
S-CAMS-TUBES-SEALS-BUSHINGS 6,000
DRUMS 6,000
SHOES-SPRINGS-LININGS 6,000
INNER WHEEL SEALS 6,000
BRAKE LINING THICKNESS 6,000
PUSH ROD TRAVEL 6,000
OTHER BRAKE ITEMS PER INSPECTION GUIDELINES 6,000
>>> RAMP INSPECTION CHECKLIST ITEMS <<< 6,000
LIFT - RAMP ITEMS PER INSPECTION GUIDELINES 6,000
>>> SERVICE ITEM CHECKLIST ITEMS <<< 6,000
TORQUE LUG NUTS 6,000
OTHER SERVICE ITEMS PER INSPECTION GUIDELINES 6,000
CHANGE-CLEAN HTR-AC FILTERS 6,000
CHANGE ENGINE OIL AND FILTER 6,000
CHANGE FUEL FILTERS 6,000
TAKE ENGINE OIL SAMPLE 6,000
ADDITIONAL INSPECTION ITEM #1 6,000
ADDITIONAL INSPECTION ITEM #2 6,000
ADDITIONAL INSPECTION ITEM #3 6,000
ADDITIONAL INSPECTION ITEM #4 6,000
ADDITIONAL INSPECTION ITEM #5 6,000
ADDITIONAL INSPECTION ITEM #6 6,000
ADDITIONAL INSPECTION ITEM #7 6,000
ADDITIONAL INSPECTION ITEM #8 6,000
ADDITIONAL INSPECTION ITEM #9 6,000
ADDITIONAL INSPECTION ITEM #10 6,000

BU-PMB
TAKE TRANS FLUID SAMPLE 12,000
BATTERY TRAY LUBE 12,000
BATTERY WASH 12,000

BU-PMC
LUBE DOOR MOTOR-LINKAGE 24,000
NITRITE READING 24,000
CLEAN DIFFERENTIAL BREATHER 24,000
CLEAN TRANSMISSION BREATHER 24,000

BU-PMD
TEST PRESS PROTECTION VALVE 48,000
CHANGE PWR-STRG FLUID AND FILTER 48,000
BATTERY SERVICE 48,000
CLEAN DIFFERENTIAL BREATHER 48,000
CHANGE CRANKCASE BREATHER FILTER 48,000
RETORQUE SUSP FASTENERS (IF NOT YET TORQUE SEALED) 48,000
CHECK TORQUE SEAL ALL SUSPENSION FASTENERS 48,000
COOLANT SAMPLE 48,000
SUPER CAPACITOR 48,000

BU-RAMP1
MAJOR W-C RAMP PM 30,000

BU-SC1
INTERIOR CLEAN 3,000

BU-SC2
UPHOLSTERY CLEAN 24,000

BU-SC3
ENGINE WASH 12,000
**BU-SC4**

RADIATOR CLEAN 3,000

**BU-TRANSYN**

CHANGE TRANS FLUID AND FILTER 72,000

**BU-TUNEUP**

TUNE-UP 100,000

**BU-WBD**

WHEEL BEARING PACK DRIVE 66,000

**BU-WBF**

WHEEL BEARING PACK FRONT 30,000

**DB-SRV-3900**

- PRE-INSPECTION BRAKES AND COMPONENTS 9,999,999
- REMOVE R TIRES 9,999,999
- REMOVE L TIRES 9,999,999
- REPLACE R SLACK ADJUSTER AS PER MAINT/BULLETIN (4-46-08) 9,999,999
- REPLACE L SLACK ADJUSTER AS PER MAINT/BULLETIN (4-46-08) 9,999,999
- REMOVE RIGHT AXLE SHAFT 9,999,999
- REMOVE LEFT AXLE SHAFT 9,999,999
- REMOVE R HUB AND DRUM ASSEMBLIES 9,999,999
- REMOVE L HUB AND DRUM ASSEMBLIES 9,999,999
- REMOVE R BRAKE SHOE ASSEMBLIES 9,999,999
- REMOVE L BRAKE SHOE ASSEMBLIES 9,999,999
- CLEAN RIGHT AXLE AND BRAKE COMPONENTS 9,999,999
- CLEAN LEFT AXLE AND BRAKE COMPONENTS 9,999,999
- INSPECT R BRAKE COMPONENTS FOR DAMAGE OR WEAR 9,999,999
- INSPECT L BRAKE COMPONENTS FOR DAMAGE OR WEAR 9,999,999
- INSPECT R SLACK-ADJUST-END PLAY PER M/B (4-03-83) 9,999,999
- INSPECT L SLACK-ADJUST-END PLAY PER M/B (4-03-83) 9,999,999
- INSPECT R CAMSHAFT / BUSHINGS FOR WEAR PER M/B (4-03-83) 9,999,999
- INSPECT L CAMSHAFT / BUSHINGS FOR WEAR PER M/B (4-03-83) 9,999,999
- REMOVE / DISCARD DEFECTIVE BRAKE COMPONENTS 9,999,999
- INSTALL R BUSHINGS/ NEW AND OLD BRAKE COMPONENTS 9,999,999
- INSTALL L BUSHINGS/ NEW AND OLD BRAKE COMPONENTS 9,999,999
- INSTALL R BRAKE SHOE ASSEMBLIES 9,999,999
- INSTALL L BRAKE SHOE ASSEMBLIES 9,999,999
- INSTALL R SLACK-ADJUST / SET-UP PER M/B (4-13-84) 9,999,999
- INSTALL L SLACK-ADJUST / SET-UP PER M/B (4-13-84) 9,999,999
- LUBRICATE ALL BRAKE COMPONENTS PER M/B (13-03-84) 9,999,999
- INSTALL R HUB AND DRUM ASSEMBLIES PER M/B (19-07-85) 9,999,999
- INSTALL L HUB AND DRUM ASSEMBLIES PER M/B (19-07-85) 9,999,999
- INSTALL RIGHT AXLE NUT AS PER MAINT-BULLETIN (19-07-85) 9,999,999
- INSTALL LEFT AXLE NUT AS PER MAINT-BULLETIN (19-07-85) 9,999,999
- INSTALL RIGHT AXLE SHAFT AND HUBOMETER 9,999,999
- INSTALL LEFT AXLE SHAFT 9,999,999
- TOP-OFF DIFFERENTIAL FLUID 9,999,999
- ADJUST AND TEST R SLACK-ADJUST PER M/B (4-13-84) 9,999,999
- ADJUST AND TEST L SLACK-ADJUST PER M/B (4-13-84) 9,999,999
- COMPLETE TEST FOR PUSH-ROD TRAVEL PER M/B (4-12-84) 9,999,999
- INSTALL R TIRES AND TORQUE PER M/B (19-04-83) 9,999,999
- INSTALL L TIRES AND TORQUE PER M/B (19-04-83) 9,999,999
- APPLY TORQUE SEAL PER M/B (19-16-98) 9,999,999
- COMPLETE TEST FOR TAPLEY TEST PER M/B (4-02-82) 9,999,999

**FB-SRV-3900**

- PRE-INSPECTION BRAKES AND COMPONENTS 9,999,999
- REMOVE R TIRES 9,999,999
- REMOVE L TIRES 9,999,999
- REPLACE R SLACK ADJUSTER AS PER MAINT/BULLETIN (4-46-08) 9,999,999
- REPLACE L SLACK ADJUSTER AS PER MAINT/BULLETIN (4-46-08) 9,999,999
- REMOVE RIGHT AXLE SHAFT 9,999,999
REMOVE LEFT AXLE SHAFT 9,999,999
REMOVE R HUB AND DRUM ASSEMBLIES 9,999,999
REMOVE L HUB AND DRUM ASSEMBLIES 9,999,999
REMOVE R BRAKE SHOE ASSEMBLIES 9,999,999
REMOVE L BRAKE SHOE ASSEMBLIES 9,999,999
CLEAN RIGHT AXLE AND BRAKE COMPONENTS 9,999,999
CLEAN LEFT AXLE AND BRAKE COMPONENTS 9,999,999
INSPECT R BRAKE COMPONENTS FOR DAMAGE OR WEAR 9,999,999
INSPECT L BRAKE COMPONENTS FOR DAMAGE OR WEAR 9,999,999
INSPECT R SLACK-ADJ END-PLAY PER M/B (4-03-83) 9,999,999
INSPECT L SLACK ADJUSTER END-PLAY PER M/B (4-03-83) 9,999,999
INSPECT R CAMSHAFT / BUSHINGS FOR WEAR PER M/B (4-03-83) 9,999,999
INSPECT L CAMSHAFT / BUSHINGS FOR WEAR PER M/B (4-03-83) 9,999,999
REMOVE / DISCARD DEFECTIVE BRAKE COMPONENTS 9,999,999
INSTALL R BUSHINGS/ NEW AND OLD BRAKE COMPONENTS 9,999,999
INSTALL L BUSHINGS/ NEW AND OLD BRAKE COMPONENTS 9,999,999
INSTALL R BRAKE SHOE ASSEMBLIES 9,999,999
INSTALL L BRAKE SHOE ASSEMBLIES 9,999,999
INSTALL R SLACK-ADJ / SET-UP PER M/B (4-13-84) 9,999,999
INSTALL L SLACK-ADJ / SET-UP PER M/B (4-13-84) 9,999,999
LUBRICATE ALL BRAKE COMPONENTS PER M/B (13-03-84) 9,999,999
INSTALL R HUB AND DRUM ASSEMBLIES PER M/B (19-07-85) 9,999,999
INSTALL L HUB AND DRUM ASSEMBLIES PER M/B (19-07-85) 9,999,999
INSTALL RIGHT AXLE NUT AS PER MAINT-BULLETIN (19-07-85) 9,999,999
INSTALL LEFT AXLE NUT AS PER MAINT-BULLETIN (19-07-85) 9,999,999
INSTALL RIGHT AXLE SHAFT AND HUBOMETER 9,999,999
INSTALL LEFT AXLE SHAFT 9,999,999
TOP-OFF DIFFERENTIAL FLUID 9,999,999
ADJUST AND TEST R SLACK-ADJ PER M/B (4-13-84) 9,999,999
ADJUST AND TEST L SLACK-ADJ PER M/B (4-13-84) 9,999,999
COMPLETE TEST FOR PUSH-ROD TRAVEL PER M/B (4-12-84) 9,999,999
INSTALL R TIRES AND TORQUE PER M/B (19-04-83) 9,999,999
INSTALL L TIRES AND TORQUE PER M/B (19-04-83) 9,999,999
APPLY TORQUE SEAL PER M/B (19-16-98) 9,999,999
COMPLETE TEST FOR TAPLEY TEST PER M/B (4-02-82) 9,999,999
<table>
<thead>
<tr>
<th>SCHEDULE CODE</th>
<th>DESCRIPTION</th>
<th>INTERVAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>BU-ACBELT</td>
<td>CHANGE A-C COMP BELT</td>
<td>96,000</td>
</tr>
<tr>
<td>BU-AIRCMPGOV</td>
<td>CHANGE AIR COMP GOVENOR</td>
<td>114,000</td>
</tr>
<tr>
<td>BU-AIRCOMP</td>
<td>CHANGE AIR COMPRESSOR</td>
<td>300,000</td>
</tr>
<tr>
<td>BU-ALTFANBLT</td>
<td>CHANGE FAN DRIVE OR ALT BELT</td>
<td>96,000</td>
</tr>
<tr>
<td>BU-BRKAPPVLV</td>
<td>CHANGE BRAKE APPL VALVE</td>
<td>150,000</td>
</tr>
<tr>
<td>BU-BRKRLYVLV</td>
<td>CHANGE BRAKE RELAY VALVE - FRONT</td>
<td>150,000</td>
</tr>
<tr>
<td>BU-CCI</td>
<td>CLIMATE CONTROL SYSTEM PM</td>
<td>48,000</td>
</tr>
<tr>
<td></td>
<td>CHANGE AUX HTR FUEL FILTER</td>
<td>48,000</td>
</tr>
<tr>
<td>BU-DESS</td>
<td>CHANGE AIR DRYER DESSICANT</td>
<td>48,000</td>
</tr>
<tr>
<td></td>
<td>CHANGE PARKER ELEMENT</td>
<td>48,000</td>
</tr>
<tr>
<td>BU-DIFFSYN</td>
<td>CHANGE DIFFERENTIAL OIL</td>
<td>96,000</td>
</tr>
<tr>
<td>BU-FIRESUPP1</td>
<td>&gt;&gt;&gt;&gt; MAIN CONTROL PANEL &lt;&lt;&lt;&lt;&lt; 6 Months</td>
<td></td>
</tr>
<tr>
<td></td>
<td>INSPECT CONTROL PANEL</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>CONTROL PANEL SECURELY MOUNTED</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>CABLES ON BACK OF CONTROL PANEL CONNECTED AND LOCKED</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>VERIFY THAT THE GREEN SYSTEM OK IS ILLUMINATED</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>PRESS PUSH TO TEST BUTTON; VERIFY ALL LIGHTS ILLUMINATE</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>&gt;&gt;&gt;&gt; TEST MODULE INSTALL &lt;&lt;&lt;&lt;&lt; 6 Months</td>
<td></td>
</tr>
<tr>
<td></td>
<td>INSTALL TEST MODULE IN PLACE OF CONTROL HEAD AT THE CYLIN</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>&gt;&gt;&gt;&gt; MANUAL ACTUATOR &lt;&lt;&lt;&lt;&lt; 6 Months</td>
<td></td>
</tr>
<tr>
<td></td>
<td>IN CASE FIRE LABEL IS MOUNTED CLOSE TO MANUAL ACTUATOR</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>LOCK WIRE SEAL IS ATTACHED AND INSTALLED CORRECTLY</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>END OF LINE RESISTOR IS ATTACHED AND SECURELY MOUNTED</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>CONFIRM MANUAL ACTUATOR SWITCH ISN`T OBSTRUCTED</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>&gt;&gt;&gt;&gt; POWER SUPPLY &lt;&lt;&lt;&lt;&lt; 6 Months</td>
<td></td>
</tr>
<tr>
<td></td>
<td>VERIFY POWER AND GROUND WIRES ARE CONNECTED AND SECUI</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>VERIFY ONLY THE AMEREX POWER LEAD IS USED</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>FUSE HOLDER AND WIRING CONDITION</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>10 AMP FUSE WITH WHITE NUMBERING IN PLACE</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>SUFFICIENT POWER CABLE LENGTH</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>&gt;&gt;&gt;&gt; AGENT CYLINDER &lt;&lt;&lt;&lt;&lt; 6 Months</td>
<td></td>
</tr>
<tr>
<td></td>
<td>MOUNTING BRACKET IS WELDED OR BOLTED SECURELY</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>AGENT CYLINDER MOUNTED SO GAUGE IS VISIBLE</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>ELECTRONIC CONTROL HEAD BOLTED SECURELY</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>DISCHARGE FITTING IS BOLTED SECURELY</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>ELECTRIC ACTUATOR IS SCREWED IN COMPLETELY</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>ELECTRIC ACTUATOR CABLE TIED FOR STRAIN RELIEF</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>&gt;&gt;&gt;&gt; DISCHARGE NETWORK &lt;&lt;&lt;&lt;&lt; 6 Months</td>
<td></td>
</tr>
<tr>
<td></td>
<td>MAIN DISCHARGE LINE IS 3/4&quot; HYDRAULIC HOSE</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>MAIN DISCHARGE LINE IS WITHIN MIN/MAX LENGTH</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>SECONDARY DISCHARGE LINES ARE 1/2&quot; HYDRAULIC HOSE</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>&gt;&gt;&gt;&gt; NOZZLES &lt;&lt;&lt;&lt;&lt; 6 Months</td>
<td></td>
</tr>
<tr>
<td></td>
<td>NOZZLE BRACKETS MOUNTED SECURELY</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>ALL FOUR NOZZLES &amp; HOSES SECURELY SCREWED INTO BRACKET</td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>AIMED IN THE PROPER DIRECTION</td>
<td>6 Months</td>
</tr>
</tbody>
</table>
DISCHARGE PATH IS NOT BLOCKED BY OTHER COMPONENTS 6 Months
SAFETY CAPS ARE PROPERLY INSTALLED 6 Months
SAFETY CAPS AREN’T PREVENTED FROM BLOWING OFF 6 Months
NOZZLES AREN’T MOUNTED CLOSER THAN 12” TO HEAT SOURCE 6 Months
>>>> DETECTION NETWORK <<<< 6 Months
ALL THREE THERMOSTATS ARE PRESENT 6 Months
PROPER TEMPERATURE THERMOSTATS ARE INSTALLED 6 Months
THERMOSTATS ARE SECURELY MOUNTED ABOVE HAZARD AREAS 6 Months
THERMOSTATS AREN’T BLOCKED BY OTHER COMPONENTS 6 Months
THERMOSTATS ARE DAISY CHAINED BY AMEREX HAZARD WIRE 6 Months
END OF LINE RESISTOR IS PROPERLY INSTALLED 6 Months
>>>> TESTING DISCHARGE NETWORK <<<< 6 Months
DOUBLE CHECK TEST MODULE INSTALLED CORRECTLY 6 Months
CHECK THE CONTROL PANEL, SYSTEM OK LIGHT ILLUMINATED 6 Months
UNBOLT THE DISCHARGE FITTING FROM THE AGENT BOTTLE 6 Months
BOLT AMEREX BLOWOUT ADAPTER TO THE DISCHARGE FITTING 6 Months
HOOK UP SHOP AIR TO THE AIR FITTING OF BLOW OUT ADAPTER 6 Months
VERIFY ALL SAFETY CAPS BLOW OFF THE NOZZLES 6 Months
TEST FOR EQUAL AIR FLOW AT ALL FOUR NOZZLES 6 Months
REINSTALL ALL SAFETY CAPS 6 Months
UNBOLT THE BLOWOUT ADAPTER 6 Months
REINSTALL AND SECURE DISCHARGE FITTING 6 Months
>>>> TESTING DETECTION NETWORK <<<< 6 Months
USE HEAT GUN TO FLAT END OF 1ST THERMOSTAT IN CIRCUIT 6 Months
ALARM SOUNDS 6 Months
REMOVE HEAT, WAIT 30 SECONDS 6 Months
RESET BUTTON ON TEST MODULE 6 Months
REPEAT STEPS ABOVE ON THE NEXT TWO THERMOSTATS 6 Months
>>>> TESTING ACTUATION NETWORK <<<< 6 Months
LOCATE MANUAL ACTUATOR IN DRIVER’S AREA 6 Months
PULL SAFETY PIN AND PRESS THE FIRE BUTTON 6 Months
VERIFY CONTROL PANEL LIGHT CONFIGURATION 6 Months
SYSTEM OK OFF 6 Months
FIRE ON 6 Months
SERVICE SYSTEM ON 6 Months
ALARM SILENCE OFF 6 Months
SHUTDOWN RESET ON 6 Months
PRESS RESET BUTTON ON TEST MODULE 6 Months
VERIFY CONTROL PANEL LIGHT CONFIGURATION 6 Months
SYSTEM OK ON 6 Months
FIRE OFF 6 Months
SERVICE SYSTEM OFF 6 Months
ALARM SILENCE OFF 6 Months
SHUTDOWN RESET OFF 6 Months
PRESS THE SHUTDOWN RESET BUTTON 6 Months
SHUTDOWN RESET LIGHT NOT ON 6 Months
>>>> ENGINE SHUTDOWN TEST <<<< 6 Months
START ENGINE AND LET WARM UP 6 Months
PRESS AND HOLD THE PRESS TO TEST BUTTON 6 Months
COUNT THE SECONDS UNTIL ENGINE SHUTSDOWN 6 Months
SHUTDOWN WITHIN 15 SECONDS 6 Months
>>>> BATTERY BACK UP TEST <<<< 6 Months
DISCONNECT AMEREX SUPPLY FUSE 6 Months
VERIFY THE CONTROL PANEL LIGHT CONFIGURATION 6 Months
SYSTEM OK OFF 6 Months
FIRE OFF 6 Months
SERVICE SYSTEM ON 6 Months
ALARM SILENCE OFF 6 Months
SHUTDOWN RESET OFF 6 Months
PUSH MANUAL ACTUATOR BUTTON 6 Months
TEST MODULE LED COMES ON 6 Months
PRESS RESET BUTTON ON TEST MODULE 6 Months
REINSTALL AMEREX SUPPLY FUSE 6 Months
VERIFY THE CONTROL PANEL LIGHT CONFIGURATION 6 Months
SYSTEM OK OFF 6 Months
FIRE OFF 6 Months
SERVICE SYSTEM ON 6 Months
ALARM SILENCE OFF 6 Months
SHUTDOWN RESET OFF 6 Months
PUSH MANUAL ACTUATOR BUTTON 6 Months
TEST MODULE LED COMES ON 6 Months
PRESS RESET BUTTON ON TEST MODULE 6 Months
REINSTALL AMEREX SUPPLY FUSE 6 Months
VERIFY THE CONTROL PANEL LIGHT CONFIGURATION 6 Months
SYSTEM OK OFF 6 Months
FIRE OFF 6 Months
SERVICE SYSTEM ON 6 Months
ALARM SILENCE OFF 6 Months
SHUTDOWN RESET OFF 6 Months
PUSH MANUAL ACTUATOR BUTTON 6 Months
TEST MODULE LED COMES ON 6 Months
PRESS RESET BUTTON ON TEST MODULE 6 Months
REINSTALL AMEREX SUPPLY FUSE 6 Months
VERIFY THE CONTROL PANEL RETURNS BACK TO NORMAL 6 Months
>>> TEST MODULE REMOVAL <<<< 6 Months
VERIFY SYSTEM OK LIGHT ON 6 Months
VERIFY LED ON TEST MODULE IS OFF 6 Months
UNPLUG TEST MODULE 6 Months

BU-FIRESUPP2
VERIFY THAT THE GREEN SYSTEM OK IS ILLUMINATED 72 Months
INSTALL TEST MODULE IN PLACE OF CONTROL HEAD AT THE CYLIN 72 Months
REMOVE AND REPLACE CYLINDER ACTUATOR 72 Months
REMOVE AND REPLACE CYLINDER 72 Months
MOUNTING BRACKET IS WELDED OR BOLTED SECURELY 72 Months
AGENT CYLINDER MOUNTED SO GAUGE IS VISIBLE 72 Months
ELECTRONIC CONTROL HEAD BOLTED SECURELY 72 Months
DISCHARGE FITTING IS BOLTED SECURELY 72 Months
ELECTRIC ACTUATOR IS SCREWED IN COMPLETELY 72 Months
ELECTRIC ACTUATOR CABLE TIED FOR STRAIN RELIEF 72 Months

BU-PMA
>>> DRIVERS AREA CHECKLIST ITEMS <<<< 6,000
AIR SYSTEM CHECK 6,000
DEFROSTER 6,000
DRIVER’S WINDOW 6,000
DOT STICKER 6,000
W-SHIELD -WIPERS -WASHERS 6,000
STEERING WHEEL AND COLUMN OPERATION 6,000
HORN 6,000
EMERGENCY EQUIPMENT 6,000
DRIVERS SEAT BELT 6,000
OTHER DRIVERS AREA ITEMS PER INSPECTION GUIDELINES 6,000
>>> ROAD TEST CHECKLIST ITEMS <<<< 6,000
STEERING 6,000
SUSPENSION 6,000
NOISE -VIBRATION -RATTLES 6,000
SPEEDOMETER OPERATION 6,000
BRAKE OPERATION -PARK -SERV 6,000
OTHER ROAD TEST ITEMS PER INSPECTION GUIDELINES 6,000
>>> INTERIOR CHECKLIST ITEMS <<<< 6,000
EMERGENCY ROOF HATCH OPER. 6,000
EMERG EXIT WINDOW OPERATION 6,000
PA SYSTEM 6,000
OTHER INTERIOR ITEMS PER INSPECTION GUIDELINES 6,000
>>> EXTERIOR CHECKLIST ITEMS <<<< 6,000
EXTERIOR MIRRORS AND ADJUSTMENTS 6,000
WINDSHIELD WIPERS-ARMS 6,000
WINDSHIELDS -AND MOUNTING 6,000
ALL EXTERIOR LIGHTS AND REFLECTORS 6,000
DOT NUMBER DECALS 6,000
TOW EYES-HOOKS 6,000
TIRES 6,000
WHEELS 6,000
LUG NUTS-STUDS / INDICATORS 6,000
HUB-AXLE SEALS-LEVEL 6,000
FUEL/DEF FILLER CAP-NECK 6,000
BATTERY-TRAYS-COMPARTMENT 6,000
OTHER EXTERIOR ITEMS PER INSPECTION GUIDELINES 6,000
>>> ENGINE COMPARTMENT CHECKLIST ITEMS <<<< 6,000
EXHAUST SYSTEM 6,000
POWER STEERING PUMP-RESV 6,000
AIR COMPRESSOR 6,000
ENGINE OIL LEAKS 6,000
HYDRAULIC LEAKS 6,000
COOLANT LEAKS 6,000
AIR LEAKS 6,000
FUEL LEAKS 6,000
OTHER ENGINE COMPARTMENT ITEMS PER INSPECTION GUIDELINES 6,000
>>> UNDERCHASSIS CHECKLIST ITEMS <<<

- CHECK FRONT AXLE
- FRONT SUSPENSION AND AIR RIDE SYSTEM COMPONENTS
- STEERING SYSTEM COMPONENTS
- FUEL/DEF TANK-LINES
- FRAME-UNDERBODY
- AIR TANKS-MOUNTING-PIPING
- CHECK REAR AXLE
- REAR AXLE FLUID LEVEL
- REAR SUSPENSION AND AIR RIDE SYSTEM COMPONENTS
- DRIVE SHAFT-U-JOINTS
- DRIVESHAFT LOOP
- TRANSMISSION OIL LEAKS
- COMPLETE COACH LUBE JOB
- OTHER UNDERCHASSIS ITEMS PER INSPECTION GUIDELINES

>>> BRAKE SYSTEM CHECKLIST ITEMS <<<

- ALL BRAKE VALVES
- BRAKE HOSES-TUBING
- BRAKE CHAMBERS
- CLEVIS PINS-COTTER KEYS
- SLACK ADJUSTERS
- S-CAMS-TUBES-SEALS-BUSHINGS
- DRUMS
- SHOES-SPRING-S-LININGS
- INNER WHEEL SEALS
- BRAKE LINING THICKNESS
- PUSH ROD TRAVEL
- OTHER BRAKE ITEMS PER INSPECTION GUIDELINES

>>> RAMP INSPECTION CHECKLIST ITEMS <<<

- LIFT - RAMP ITEMS PER INSPECTION GUIDELINES

>>> SERVICE ITEM CHECKLIST ITEMS <<<

- TORQUE LUG NUTS
- OTHER SERVICE ITEMS PER INSPECTION GUIDELINES
- CHANGE-CLEAN HTR-AC FILTERS
- CHANGE ENGINE OIL AND FILTER
- CHANGE FUEL FILTERS
- TAKE ENGINE OIL SAMPLE
- ADDITIONAL INSPECTION ITEM #1
- ADDITIONAL INSPECTION ITEM #2
- ADDITIONAL INSPECTION ITEM #3
- ADDITIONAL INSPECTION ITEM #4
- ADDITIONAL INSPECTION ITEM #5
- ADDITIONAL INSPECTION ITEM #6
- ADDITIONAL INSPECTION ITEM #7
- ADDITIONAL INSPECTION ITEM #8
- ADDITIONAL INSPECTION ITEM #9
- ADDITIONAL INSPECTION ITEM #10

BU-PMB

- TAKE TRANS FLUID SAMPLE
- BATTERY TRAY LUBE
- BATTERY WASH

BU-PMC

- LUBE DOOR MOTOR-LINKAGE
- NITRITE READING
- CLEAN DIFFERENTIAL BREATHER
- CLEAN TRANSMISSION BREATHER

BU-PMD

- TEST PRESS PROTECTION VALVE
- CHANGE PWR-STRG FLUID AND FILTER
- BATTERY SERVICE
- CLEAN DIFFERENTIAL BREATHER
- RETORQUE SUSP FASTENERS (IF NOT YET TORQUE SEALED)
CHECK TORQUE SEAL ALL SUSPENSION FASTENERS 48,000
COOLANT SAMPLE 48,000
SUPER CAPACITOR 48,000

BU-RAMP1
MAJOR W-C RAMP PM 30,000

BU-SC1
INTERIOR CLEAN 3,000

BU-SC2
UPHOLSTERY CLEAN 24,000

BU-SC3
ENGINE WASH 12,000

BU-SC4
RADIATOR CLEAN 3,000

BU-TRANSYN
CHANGE TRANS FLUID AND FILTER 72,000

BU-TUNEUP
TUNE-UP 100,000

BU-WBF
WHEEL BEARING PACK FRONT 30,000

DB-SRV-5000
PRE-INSP BRAKES AND COMPONENTS 9,999,999
REMOVE R TIRES 9,999,999
REMOVE L TIRES 9,999,999
REPLACE R SLACK ADJUSTER AS PER MAINT/BULLETIN (4-46-08) 9,999,999
REPLACE L SLACK ADJUSTER AS PER MAINT/BULLETIN (4-46-08) 9,999,999
REMOVE RIGHT AXLE SHAFT 9,999,999
REMOVE LEFT AXLE SHAFT 9,999,999
REMOVE R HUB AND DRUM ASSEMBLIES 9,999,999
REMOVE L HUB AND DRUM ASSEMBLIES 9,999,999
REMOVE R BRAKE SHOE ASSEMBLIES 9,999,999
REMOVE L BRAKE SHOE ASSEMBLIES 9,999,999
CLEAN RIGHT AXLE AND BRAKE COMPONENTS 9,999,999
CLEAN LEFT AXLE AND BRAKE COMPONENTS 9,999,999
INSPECT R BRAKE COMPONENTS FOR DAMAGE OR WEAR 9,999,999
INSPECT L BRAKE COMPONENTS FOR DAMAGE OR WEAR 9,999,999
INSPECT R SLACK-ADJ END-PLAY PER M/B (4-03-83) 9,999,999
INSPECT L SLACK ADJUSTER END-PLAY PER M/B (4-03-83) 9,999,999
INSPECT R CAMSHAFT / BUSHINGS FOR WEAR PER M/B (4-03-83) 9,999,999
INSPECT L CAMSHAFT / BUSHINGS FOR WEAR PER M/B (4-03-83) 9,999,999
REMOVE / DISCARD DEFECTIVE BRAKE COMPONENTS 9,999,999
INSTALL R BUSHINGS/ NEW AND OLD BRAKE COMPONENTS 9,999,999
INSTALL L BUSHINGS/ NEW AND OLD BRAKE COMPONENTS 9,999,999
INSTALL R BRAKE SHOE ASSEMBLIES 9,999,999
INSTALL L BRAKE SHOE ASSEMBLIES 9,999,999
INSTALL R SLACK-ADJ / SET-UP PER M/B (4-13-84) 9,999,999
INSTALL L SLACK-ADJ / SET-UP PER M/B (4-13-84) 9,999,999
LUBRICATE ALL BRAKE COMPONENTS PER M/B (13-03-84) 9,999,999
INSTALL R HUB AND DRUM ASSEMBLIES PER M/B (19-07-85) 9,999,999
INSTALL L HUB AND DRUM ASSEMBLIES PER M/B (19-07-85) 9,999,999
INSTALL RIGHT AXLE NUT AS PER MAINT-BULLETIN (19-07-85) 9,999,999
INSTALL LEFT AXLE NUT AS PER MAINT-BULLETIN (19-07-85) 9,999,999
INSTALL RIGHT AXLE SHAFT AND HUBOMETER 9,999,999
INSTALL LEFT AXLE SHAFT 9,999,999
TO-TOP-OFF DIFFERENTIAL FLUID 9,999,999
ADJUST AND TEST R SLACK-ADJ PER M/B (4-13-84) 9,999,999
ADJUST AND TEST L SLACK-ADJ PER M/B (4-13-84) 9,999,999
COMPLETE TEST FOR PUSH-ROD TRAVEL PER M/B (4-12-84) 9,999,999
INSTALL R TIRES AND TORQUE PER M/B (19-04-83) 9,999,999
INSTALL L TIRES AND TORQUE PER M/B (19-04-83) 9,999,999
APPLY TORQUE SEAL PER M/B (19-16-98) 9,999,999
COMPLETE TEST FOR TAPLEY TEST PER M/B (4-02-82) 9,999,999

FB-SRV-5000

PRE-INSPECT BRAKES AND COMPONENTS 9,999,999
REMOVE R TIRES 9,999,999
REMOVE L TIRES 9,999,999
REPLACE R SLACK ADJUSTER AS PER MAINT/BULLETIN (4-46-08) 9,999,999
REPLACE L SLACK ADJUSTER AS PER MAINT/BULLETIN (4-46-08) 9,999,999
REMOVE R HUB CAP 9,999,999
REMOVE L HUB CAP 9,999,999
REMOVE R HUB AND DRUM ASSEMBLIES 9,999,999
REMOVE L HUB AND DRUM ASSEMBLIES 9,999,999
REMOVE R BRAKE SHOE ASSEMBLIES 9,999,999
REMOVE L BRAKE SHOE ASSEMBLIES 9,999,999
CLEAN R SPINDLE AND BRAKE COMPONENTS 9,999,999
CLEAN L SPINDLE AND BRAKE COMPONENTS 9,999,999
INSPECT R BRAKE COMPONENTS FOR DAMAGE OR WEAR 9,999,999
INSPECT L BRAKE COMPONENTS FOR DAMAGE OR WEAR 9,999,999
INSPECT R SLACK-ADJ END-PLAY PER M/B (4-03-83) 9,999,999
INSPECT L SLACK-ADJ END-PLAY PER M/B (4-03-83) 9,999,999
INSPECT R CAMSHAFT / BUSHINGS FOR WEAR PER M/B (4-03-83) 9,999,999
INSPECT L CAMSHAFT / BUSHINGS FOR WEAR PER M/B (4-03-83) 9,999,999
REMOVE / DISCARD DEFECTIVE BRAKE COMPONENTS 9,999,999
INSTALL R BUSHINGS / NEW AND OLD BRAKE COMPONENTS 9,999,999
INSTALL L BUSHINGS / NEW AND OLD BRAKE COMPONENTS 9,999,999
INSTALL R BRAKE SHOE ASSEMBLIES 9,999,999
INSTALL L BRAKE SHOE ASSEMBLIES 9,999,999
INSTALL R SLACK-ADJ SET-UP PER M/B (4-13-84) 9,999,999
INSTALL L SLACK-ADJ SET-UP PER M/B (4-13-84) 9,999,999
LUBRICATE ALL BRAKE COMPONENTS PER M/B (13-03-84) 9,999,999
INSTALL R HUB AND DRUM ASSEMBLIES PER M/B (19-07-85) 9,999,999
INSTALL L HUB AND DRUM ASSEMBLIES PER M/B (19-07-85) 9,999,999
INSTALL R SPINDLE NUT AS PER MAINT/BULLETIN (19-06-85) 9,999,999
INSTALL L SPINDLE NUT AS PER MAINT/BULLETIN (19-06-85) 9,999,999
INSTALL R HUB CAP 9,999,999
INSTALL L HUB CAP 9,999,999
ADJUST AND TEST R SLACK-ADJ PER M/B (4-13-84) 9,999,999
ADJUST AND TEST L SLACK-ADJ PER M/B (4-13-84) 9,999,999
COMPLETE TEST FOR PUSH-ROD TRAVEL PER M/B (4-12-84) 9,999,999
INSTALL R TIRES AND TORQUE PER M/B (19-04-83) 9,999,999
INSTALL L TIRES AND TORQUE PER M/B (19-04-83) 9,999,999
APPLY TORQUE SEAL PER M/B (19-16-98) 9,999,999
COMPLETE TEST FOR TAPLEY TEST PER M/B (4-02-82) 9,999,999

SCHED-06-GIL-ISM

BU-ACBELT
CHANGE A-C COMP BELT 96,000

BU-AIRCMPGOV
CHANGE AIR COMP GOVERNOR 114,000

BU-AIRCOMP
CHANGE AIR COMPRESSOR 300,000

BU-ALTFANBLT
CHANGE FAN DRIVE OR ALT BELT 96,000

BU-BRKAPPVLV
CHANGE BRAKE APPL VALVE 150,000

BU-BRKRLYVLV
CHANGE BRAKE RELAY VALVE - FRONT 150,000
<table>
<thead>
<tr>
<th><strong>BU-CCI</strong></th>
<th>CLIMATE CONTROL SYSTEM PM</th>
<th>48,000</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CHANGE AUX HTR FUEL FILTER</td>
<td>48,000</td>
</tr>
</tbody>
</table>

| **BU-DESS** | CHANGE AIR DRYER DESSICANT | 48,000 |
|             | CHANGE PARKER ELEMENT       | 48,000 |

| **BU-DIFFSYN** | CHANGE DIFFERENTIAL OIL | 96,000 |
|                |                          |        |

| **BU-FIRESUPP1** | >>>> MAIN CONTROL PANEL <<<<<  | 6 Months |
|                  | INSPECT CONTROL PANEL          | 6 Months |
|                  | CONTROL PANEL SECURELY MOUNTED | 6 Months |
|                  | CABLES ON BACK OF CONTROL PANEL CONNECTED AND LOCKED | 6 Months |
|                  | VERIFY THAT THE GREEN SYSTEM OK IS ILLUMINATED | 6 Months |
|                  | PRESS PUSH TO TEST BUTTON; VERIFY ALL LIGHTS ILLUMINATE | 6 Months |
|                  | >>>> TEST MODULE INSTALL <<<<< | 6 Months |
|                  | INSTALL TEST MODULE IN PLACE OF CONTROL HEAD AT THE CYLIN | 6 Months |
|                  | >>>> MANUAL ACTUATOR <<<<< | 6 Months |
|                  | IN CASE FIRE LABEL IS MOUNTED CLOSE TO MANUAL ACTUATOR | 6 Months |
|                  | LOCK WIRE SEAL IS ATTACHED AND INSTALLED CORRECTLY | 6 Months |
|                  | END OF LINE RESISTOR IS ATTACHED AND SECURELY MOUNTED | 6 Months |
|                  | CONFIRM MANUAL ACTUATOR SWITCH ISN’T OBSTRUCTED | 6 Months |
|                  | >>>> POWER SUPPLY <<<<< | 6 Months |
|                  | VERIFY POWER AND GROUND WIRES ARE CONNECTED AND SECURELY | 6 Months |
|                  | VERIFY ONLY THE AMEREX POWER LEAD IS USED | 6 Months |
|                  | FUSE HOLDER AND WIRING CONDITION | 6 Months |
|                  | 10 AMP FUSE WITH WHITE NUMBERING IN PLACE | 6 Months |
|                  | SUFFICIENT POWER CABLE LENGTH | 6 Months |
|                  | >>>> AGENT CYLINDER <<<<< | 6 Months |
|                  | MOUNTING BRACKET IS WELDED OR BOLTED SECURELY | 6 Months |
|                  | AGENT CYLINDER MOUNTED SO GAUGE IS VISIBLE | 6 Months |
|                  | ELECTRONIC CONTROL HEAD BOLTED SECURELY | 6 Months |
|                  | DISCHARGE FITTING IS BOLTED SECURELY | 6 Months |
|                  | ELECTRIC ACTUATOR IS SCREWED IN COMPLETELY | 6 Months |
|                  | ELECTRIC ACTUATOR CABLE TIED FOR STRAIN RELIEF | 6 Months |
|                  | >>>> DISCHARGE NETWORK <<<<< | 6 Months |
|                  | MAIN DISCHARGE LINE IS 3/4" HYDRAULIC HOSE | 6 Months |
|                  | MAIN DISCHARGE LINE IS WITHIN MIN/MAX LENGTH | 6 Months |
|                  | SECONDARY DISCHARGE LINES ARE 1/2" HYDRAULIC HOSE | 6 Months |
|                  | >>>> NOZZLES <<<<< | 6 Months |
|                  | NOZZLE BRACKETS MOUNTED SECURELY | 6 Months |
|                  | ALL FOUR NOZZLES & HOSES SECURELY SCREWED INTO BRACKET | 6 Months |
|                  | AIMED IN THE PROPER DIRECTION | 6 Months |
|                  | DISCHARGE PATH IS NOT BLOCKED BY OTHER COMPONENTS | 6 Months |
|                  | SAFETY CAPS ARE PROPERLY INSTALLED | 6 Months |
|                  | SAFETY CAPS AREN’T PREVENTED FROM BLOWING OFF | 6 Months |
|                  | NOZZLES AREN’T MOUNTED CLOSER THAN 12" TO HEAT SOURCE | 6 Months |
|                  | >>>> DETECTION NETWORK <<<<< | 6 Months |
|                  | ALL THREE THERMOSTATS ARE PRESENT | 6 Months |
|                  | PROPER TEMPERATURE THERMOSTATS ARE INSTALLED | 6 Months |
|                  | THERMOSTATS ARE SECURELY MOUNTED ABOVE HAZARD AREAS | 6 Months |
|                  | THERMOSTATS AREN’T BLOCKED BY OTHER COMPONENTS | 6 Months |
|                  | THERMOSTATS ARE DAISY CHAINED BY AMEREX HAZARD WIRE | 6 Months |
|                  | END OF LINE RESISTOR IS PROPERLY INSTALLED | 6 Months |
|                  | >>>> TESTING DISCHARGE NETWORK <<<<< | 6 Months |
|                  | DOUBLE CHECK TEST MODULE INSTALLED CORRECTLY | 6 Months |
|                  | CHECK THE CONTROL PANEL’S SYSTEM OK LIGHT ILLUMINATED | 6 Months |
|                  | UNBOLT THE DISCHARGE FITTING FROM THE AGENT BOTTLE | 6 Months |
|                  | BOLT AMEREX BLOWOUT ADAPTER TO THE DISCHARGE FITTING | 6 Months |
|                  | HOOK UP SHOP AIR TO THE AIR FITTING OF BLOW OUT ADAPTER | 6 Months |
|                  | VERIFY ALL SAFETY CAPS BLOW OFF THE NOZZLES | 6 Months |
TEST FOR EQUAL AIR FLOW AT ALL FOUR NOZZLES 6 Months
REINSTALL ALL SAFETY CAPS 6 Months
UNBOLT THE BLOWOUT ADAPTER 6 Months
REINSTALL AND SECURE DISCHARGE FITTING 6 Months
>>>> TESTING DETECTION NETWORK <<<< 6 Months
USE HEAT GUN TO FLAT END OF 1ST THERMOSTAT IN CIRCUIT 6 Months
ALARM SOUNDS 6 Months
REMOVE HEAT WAIT 30 SECONDS 6 Months
RESET BUTTON ON TEST MODULE 6 Months
REPEAT STEPS ABOVE ON THE NEXT TWO THERMOSTATS 6 Months
>>>> TESTING ACTUATION NETWORK <<<< 6 Months
LOCATE MANUAL ACTUATOR IN DRIVER’S AREA 6 Months
PULL SAFETY PIN AND PRESS THE FIRE BUTTON 6 Months
VERIFY CONTROL PANEL LIGHT CONFIGURATION 6 Months
SYSTEM OK OFF 6 Months
FIRE ON 6 Months
SERVICE SYSTEM ON 6 Months
ALARM SILENCE OFF 6 Months
SHUTDOWN RESET ON 6 Months
PRESS RESET BUTTON ON TEST MODULE 6 Months
VERIFY CONTROL PANEL LIGHT CONFIGURATION 6 Months
SYSTEM OK ON 6 Months
FIRE OFF 6 Months
SERVICE SYSTEM OFF 6 Months
ALARM SILENCE OFF 6 Months
SHUTDOWN RESET OFF 6 Months
PRESS THE SHUTDOWN RESET BUTTON 6 Months
SHUTDOWN RESET LIGHT NOT ON 6 Months
>>>> ENGINE SHUTDOWN TEST <<<< 6 Months
START ENGINE AND LET WARM UP 6 Months
PRESS AND HOLD THE PRESS TO TEST BUTTON 6 Months
COUNT THE SECONDS UNTIL ENGINE SHUTSDOWN 6 Months
SHUTDOWN WITHIN 15 SECONDS 6 Months
>>>> BATTERY BACK UP TEST <<<< 6 Months
DISCONNECT AMEREX SUPPLY FUSE 6 Months
VERIFY THE CONTROL PANEL LIGHT CONFIGURATION 6 Months
SYSTEM OK OFF 6 Months
FIRE OFF 6 Months
SERVICE SYSTEM ON 6 Months
ALARM SILENCE OFF 6 Months
SHUTDOWN RESET OFF 6 Months
PUSH MANUAL ACTUATOR BUTTON 6 Months
TEST MODULE LED COMES ON 6 Months
PRESS RESET BUTTON ON TEST MODULE 6 Months
REINSTALL AMEREX SUPPLY FUSE 6 Months
VERIFY THE CONTROL PANEL RETURNS BACK TO NORMAL 6 Months
>>>> TEST MODULE REMOVAL <<<< 6 Months
VERIFY SYSTEM OK LIGHT ON 6 Months
VERIFY LED ON TEST MODULE IS OFF 6 Months
UNPLUG TEST MODULE 6 Months

BU-FIRESUPP2

BU-PMA

>>>> DRIVERS AREA CHECKLIST ITEMS <<<< 6,000

VERIFY THAT THE GREEN SYSTEM OK IS ILLUMINATED 72 Months
INSTALL TEST MODULE IN PLACE OF CONTROL HEAD AT THE CYLIN 72 Months
REMOVE AND REPLACE CYLINDER ACTUATOR 72 Months
REMOVE AND REPLACE CYLINDER 72 Months
MOUNTING BRACKET IS WELDED OR BOLTED SECURELY 72 Months
AGENT CYLINDER MOUNTED SO GAUGE IS VISIBLE 72 Months
ELECTRONIC CONTROL HEAD BOLTED SECURELY 72 Months
DISCHARGE FITTING IS BOLTED SECURELY 72 Months
ELECTRIC ACTUATOR IS SCREWED IN COMPLETELY 72 Months
ELECTRIC ACTUATOR CABLE TIED FOR STRAIN RELIEF 72 Months
AIR SYSTEM CHECK
DEFROSTER
DRIVER'S WINDOW
DOT STICKER
W-SHIELD -WIPERS -WASHERS
STEERING WHEEL AND COLUMN OPERATION
HORN
EMERGENCY EQUIPMENT
DRIVERS SEAT BELT
OTHER DRIVERS AREA ITEMS PER INSPECTION GUIDELINES

>>>> ROAD TEST CHECKLIST ITEMS <<<<
STEERING
SUSPENSION
NOISE -VIBRATION -RATTLES
SPEEDOMETER OPERATION
BRAKE OPERATION -PARK -SERV
OTHER ROAD TEST ITEMS PER INSPECTION GUIDELINES

>>>> INTERIOR CHECKLIST ITEMS <<<<
EMERGENCY ROOF HATCH OPER.
EMERG EXIT WINDOW OPERATION
PA SYSTEM
OTHER INTERIOR ITEMS PER INSPECTION GUIDELINES

>>>> EXTERIOR CHECKLIST ITEMS <<<<
EXTERIOR MIRRORS AND ADJUSTMENTS
WINDSHIELD WIPERS-ARMS
WINDSHIELDS -AND MOUNTING
ALL EXTERIOR LIGHTS AND REFLECTORS
DOT NUMBER DECALS
TOW EYES-HOOKS
TIRES
WHEELS
LUG NUTS-STUDS / INDICATORS
HUB-AXLE SEALS-LEVEL
FUEL/DEF FILLER CAP-NECK
BATTERY-TRAYS-COMPARTMENT
OTHER EXTERIOR ITEMS PER INSPECTION GUIDELINES

>>>> ENGINE COMPARTMENT CHECKLIST ITEMS <<<<
EXHAUST SYSTEM
POWER STEERING PUMP-RESV
AIR COMPRESSOR
ENGINE OIL LEAKS
HYDRAULIC LEAKS
COOLANT LEAKS
AIR LEAKS
FUEL LEAKS
OTHER ENGINE COMPARTMENT ITEMS PER INSPECTION GUIDELINES

>>>> UNDERCHASSIS CHECKLIST ITEMS <<<<
CHECK FRONT AXLE
FRONT SUSPENSION AND AIR RIDE SYSTEM COMPONENTS
STEERING SYSTEM COMPONENTS
FUEL/ DEF TANK-LINES
FRAME-UNDERBODY
AIR TANKS-MOUNTING-PIPING
CHECK REAR AXLE
REAR AXLE FLUID LEVEL
REAR SUSPENSION AND AIR RIDE SYSTEM COMPONENTS
DRIVE SHAFT-U-JOINTS
DRIVESHAFT LOOP
TRANSMISSION OIL LEAKS
COMPLETE COACH LUBE JOB
OTHER UNDERCHASSIS ITEMS PER INSPECTION GUIDELINES

>>>> BRAKE SYSTEM CHECKLIST ITEMS <<<<
ALL BRAKE VALVES
BRAKE HOSES-TUBING
BRAKE CHAMBERS 6,000
CLEVIS PINS-COTTER KEYS 6,000
SLACK ADJUSTERS 6,000
S-CAMS-TUBES-SEALS-BUSHINGS 6,000
DRUMS 6,000
SHOES-SPRINGS-LININGS 6,000
INNER WHEEL SEALS 6,000
BRAKE LINING THICKNESS 6,000
PUSH ROD TRAVEL 6,000
OTHER BRAKE ITEMS PER INSPECTION GUIDELINES 6,000

RAMP INSPECTION CHECKLIST ITEMS 6,000
LIFT - RAMP ITEMS PER INSPECTION GUIDELINES 6,000
SERVICE ITEM CHECKLIST ITEMS 6,000
TORQUE LUG NUTS 6,000
OTHER SERVICE ITEMS PER INSPECTION GUIDELINES 6,000
CHANGE-CLEAN HTR-AC FILTERS 6,000
CHANGE ENGINE OIL AND FILTER 6,000
CHANGE FUEL FILTERS 6,000
TAKE ENGINE OIL SAMPLE 6,000
ADDITIONAL INSPECTION ITEM #1 6,000
ADDITIONAL INSPECTION ITEM #2 6,000
ADDITIONAL INSPECTION ITEM #3 6,000
ADDITIONAL INSPECTION ITEM #4 6,000
ADDITIONAL INSPECTION ITEM #5 6,000
ADDITIONAL INSPECTION ITEM #6 6,000
ADDITIONAL INSPECTION ITEM #7 6,000
ADDITIONAL INSPECTION ITEM #8 6,000
ADDITIONAL INSPECTION ITEM #9 6,000
ADDITIONAL INSPECTION ITEM #10 6,000

BU-PMB
TEST PRESS PROTECTION VALVE 48,000
CHANGE PWR-STRG FLUID AND FILTER 48,000
BATTERY SERVICE 48,000
CLEAN DIFFERENTIAL BREATHER 48,000
CLEAN TRANSMISSION BREATHER 48,000
COOLANT SAMPLE 48,000
SUPER CAPACITOR 48,000

BU-PMB
TAKE TRANS FLUID SAMPLE 12,000
BATTERY TRAY LUBE 12,000
BATTERY WASH 12,000

BU-PMC
LUBE DOOR MOTOR-LINKAGE 24,000
NITRITE READING 24,000
CLEAN DIFFERENTIAL BREATHER 24,000
CLEAN TRANSMISSION BREATHER 24,000

BU-SC1
INTERIOR CLEAN 3,000

BU-SC2
UPHOLSTERY CLEAN 24,000

BU-SC3
ENGINE WASH 12,000

BU-SC4
RADIATOR CLEAN 3,000
BU-TRANSYN

CHANGE TRANS FLUID AND FILTER 72,000

BU-TUNEUP

TUNE-UP 100,000

BU-WBD

WHEEL BEARING PACK DRIVE 66,000

BU-WBF

WHEEL BEARING PACK FRONT 30,000

DB-SRV-5000

PRE-INSP BRAKES AND COMPONENTS 9,999,999
REMOVE R TIRES 9,999,999
REMOVE L TIRES 9,999,999
REPLACE R SLACK ADJUSTER AS PER MAINT/BULLETIN (4-46-08) 9,999,999
REPLACE L SLACK ADJUSTER AS PER MAINT/BULLETIN (4-46-08) 9,999,999
REMOVE RIGHT AXLE SHAFT 9,999,999
REMOVE LEFT AXLE SHAFT 9,999,999
REMOVE R HUB AND DRUM ASSEMBLIES 9,999,999
REMOVE L HUB AND DRUM ASSEMBLIES 9,999,999
REMOVE R BRAKE SHOE ASSEMBLIES 9,999,999
REMOVE L BRAKE SHOE ASSEMBLIES 9,999,999
CLEAN RIGHT AXLE AND BRAKE COMPONENTS 9,999,999
CLEAN LEFT AXLE AND BRAKE COMPONENTS 9,999,999
INSPECT R BRAKE COMPONENTS FOR DAMAGE OR WEAR 9,999,999
INSPECT L BRAKE COMPONENTS FOR DAMAGE OR WEAR 9,999,999
INSPECT R SLACK-ADJ END-PLAY PER M/B (4-03-83) 9,999,999
INSPECT L SLACK ADJUSTER END-PLAY PER M/B (4-03-83) 9,999,999
INSPECT R CAMSHAFT / BUSHINGS FOR WEAR PER M/B (4-03-83) 9,999,999
INSPECT L CAMSHAFT / BUSHINGS FOR WEAR PER M/B (4-03-83) 9,999,999
REMOVE / DISCARD DEFECTIVE BRAKE COMPONENTS 9,999,999
INSTALL R BUSHINGS/ NEW AND OLD BRAKE COMPONENTS 9,999,999
INSTALL L BUSHINGS/ NEW AND OLD BRAKE COMPONENTS 9,999,999
INSTALL R BRAKE SHOE ASSEMBLIES 9,999,999
INSTALL L BRAKE SHOE ASSEMBLIES 9,999,999
INSTALL R SLACK-ADJ / SET-UP PER M/B (4-13-84) 9,999,999
INSTALL L SLACK-ADJ / SET-UP PER M/B (4-13-84) 9,999,999
LUBRICATE ALL BRAKE COMPONENTS PER M/B (13-03-84) 9,999,999
INSTALL R HUB AND DRUM ASSEMBLIES PER M/B (19-07-85) 9,999,999
INSTALL L HUB AND DRUM ASSEMBLIES PER M/B (19-07-85) 9,999,999
INSTALL RIGHT AXLE NUT AS PER MAINT-BULLETIN (19-07-85) 9,999,999
INSTALL LEFT AXLE NUT AS PER MAINT-BULLETIN (19-07-85) 9,999,999
INSTALL RIGHT AXLE SHAFT AND HUBOMETER 9,999,999
INSTALL LEFT AXLE SHAFT 9,999,999
TOP-OFF DIFFERENTIAL FLUID 9,999,999
ADJUST AND TEST R SLACK-ADJ PER M/B (4-13-84) 9,999,999
ADJUST AND TEST L SLACK-ADJ PER M/B (4-13-84) 9,999,999
COMPLETE TEST FOR PUSH-ROD TRAVEL PER M/B (4-12-84) 9,999,999
INSTALL R TIRES AND TORQUE PER M/B (19-04-83) 9,999,999
INSTALL L TIRES AND TORQUE PER M/B (19-04-83) 9,999,999
APPLY TORQUE SEAL PER M/B (19-16-98) 9,999,999
COMPLETE TEST FOR TAPLEY TEST PER M/B (4-02-82) 9,999,999

FB-SRV-5000

PRE-INSP BRAKES AND COMPONENTS 9,999,999
REMOVE R TIRES 9,999,999
REMOVE L TIRES 9,999,999
REPLACE R SLACK ADJUSTER AS PER MAINT/BULLETIN (4-46-08) 9,999,999
REPLACE L SLACK ADJUSTER AS PER MAINT/BULLETIN (4-46-08) 9,999,999
REMOVE R HUB CAP 9,999,999
REMOVE L HUB CAP 9,999,999
REMOVE R HUB AND DRUM ASSEMBLIES 9,999,999
REMOVE L HUB AND DRUM ASSEMBLIES 9,999,999
REMOVE R BRAKE SHOE ASSEMBLIES
REMOVE L BRAKE SHOE ASSEMBLIES
CLEAN R SPINDLE AND BRAKE COMPONENTS
CLEAN L SPINDLE AND BRAKE COMPONENTS
INSPECT R BRAKE COMPONENTS FOR DAMAGE OR WEAR
INSPECT L BRAKE COMPONENTS FOR DAMAGE OR WEAR
INSPECT R SLACK-ADJ END-PLAY PER M/B (4-03-83)
INSPECT L SLACK ADJUSTER END-PLAY PER M/B (4-03-83)
INSPECT R CAMSHAFT / BUSHINGS FOR WEAR PER M/B (4-03-83)
INSPECT L CAMSHAFT / BUSHINGS FOR WEAR PER M/B (4-03-83)
REMOVE / DISCARD DEFECTIVE BRAKE COMPONENTS
INSTALL R BUSHINGS/ NEW AND OLD BRAKE COMPONENTS
INSTALL L BUSHINGS/ NEW AND OLD BRAKE COMPONENTS
INSTALL R BRAKE SHOE ASSEMBLIES
INSTALL L BRAKE SHOE ASSEMBLIES
INSTALL R SLACK-ADJ / SET-UP PER M/B (4-13-84)
INSTALL L SLACK-ADJ / SET-UP PER M/B (4-13-84)
LUBRICATE ALL BRAKE COMPONENTS PER M/B (13-03-84)
INSTALL R HUB AND DRUM ASSEMBLIES PER M/B (19-07-85)
INSTALL L HUB AND DRUM ASSEMBLIES PER M/B (19-07-85)
INSTALL R SPINDLE NUT AS PER MAINT/BULLETIN (19-06-85)
INSTALL L SPINDLE NUT AS PER MAINT/BULLETIN (19-06-85)
INSTALL R HUB CAP
INSTALL L HUB CAP
ADJUST AND TEST R SLACK-ADJ PER M/B (4-13-84)
ADJUST AND TEST L SLACK-ADJ PER M/B (4-13-84)
COMPLETE TEST FOR PUSH-ROD TRAVEL PER M/B (4-12-84)
INSTALL R TIRES AND TORQUE PER M/B (19-04-83)
INSTALL L TIRES AND TORQUE PER M/B (19-04-83)
APPLY TORQUE SEAL PER M/B (19-16-98)
COMPLETE TEST FOR TAPLEY TEST PER M/B (4-02-82)
<table>
<thead>
<tr>
<th>SCHEDULE CODE</th>
<th>DESCRIPTION</th>
<th>INTERVAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCHED-14-GIL-ISL</td>
<td>BU-ACBELT</td>
<td>CHANGE A-C COMP BELT</td>
</tr>
<tr>
<td></td>
<td>BU-AIRCMPSOV</td>
<td>CHANGE AIR COMP GOVENOR</td>
</tr>
<tr>
<td></td>
<td>BU-ALT</td>
<td>CHANGE ALTERNATOR</td>
</tr>
<tr>
<td></td>
<td>BU-AIRCOMP</td>
<td>CHANGE AIR COMPRESSOR</td>
</tr>
<tr>
<td></td>
<td>BU-ALTFANBLT</td>
<td>CHANGE FAN DRIVE OR ALT BELT</td>
</tr>
<tr>
<td></td>
<td>BU-AIRFILTER</td>
<td>CHANGE AIR FILTER</td>
</tr>
<tr>
<td></td>
<td>BU-BRKAPPVLV</td>
<td>CHANGE BRAKE APPL VALVE</td>
</tr>
<tr>
<td></td>
<td>BU-BRKRLYVLV</td>
<td>CHANGE BRAKE RELAY VALVE - FRONT</td>
</tr>
<tr>
<td></td>
<td>BU-CI</td>
<td>CHANGE AUX HTR FUEL FILTER</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CHECK A-C SYSTEM; FREON LEVEL</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CLIMATE CONTROL SYSTEM PM</td>
</tr>
<tr>
<td></td>
<td></td>
<td>&gt;&gt;&gt;&gt; HVAC CLEANING-CHECKLIST ITEMS &lt;&lt;&lt;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CLEAN/WASH CONDENSER</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CLEAN/WASH EVAPORATORS</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CLEAN/WASH COMPRESSOR</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CLEAN/REPLACE RTN AIR FILTERS</td>
</tr>
<tr>
<td></td>
<td></td>
<td>&gt;&gt;&gt;&gt; HVAC SERVICE-CHECKLIST ITEMS &lt;&lt;&lt;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ACID TEST COMPRESSOR OIL</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CHECK ALL A/C LINES</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CHECK ALL A/C COMPONENTS\line\line LINES\line FITTINGS FOR LEAKS</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CHECK POP-OFF VALVE FOR LEAKS</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CHECK WET-EYE SIGHT GLASS</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CHECK CODES</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TEST ANTIFREEZE \degree F</td>
</tr>
<tr>
<td></td>
<td></td>
<td>COOLING SYSTEM PRESSURE CHECK 15 MINUTES</td>
</tr>
<tr>
<td></td>
<td></td>
<td>INSPECT RADIATOR COOLING FINS</td>
</tr>
<tr>
<td></td>
<td></td>
<td>BLOWERS: HEAT\line DEFROST\line &amp; A/C</td>
</tr>
<tr>
<td></td>
<td></td>
<td>WATER MODULATION VALVES</td>
</tr>
<tr>
<td></td>
<td></td>
<td>INSPECT HEATER CORES</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CHECK HEATER/DEFROSTER VENT CONTROLS</td>
</tr>
<tr>
<td></td>
<td></td>
<td>GENERAL WIRING CHECK AND ALSO POWER SUPPLY AND CONNEC</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CHECK THERMOSTATS \line MAIN</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CHECK HEATER WATER PUMPS</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CHECK WATER FILTER IF EQUIPPED</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CHECK EVAPORATOR BLOWERS\line MAIN \line DRIVER</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CHECK HIGH \degree LOW PRESSURE SWITCHES</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TEST A/C\line VENT\line HEAT CYCLES</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CHECK REFRIGERANT LEVEL</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CHECK COMPRESSOR OIL LEVEL</td>
</tr>
<tr>
<td></td>
<td></td>
<td>&gt;&gt;&gt;&gt; HVAC AUXILIARY HEATER-CHECKLIST ITEMS &lt;&lt;&lt;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CLEAN EXTERIOR OF HEATER</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CHECK ELECTRICAL CONNECTORS</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CHECK TEMP CONTROL THERMOSTAT &amp; OVER HEAT FUSE</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CHECK INTAKE &amp; EXHAUST PIPES</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CHECK FOR FUEL LEAKS</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CHECK AUXILIARY COOLANT PUMP</td>
</tr>
</tbody>
</table>
CHECK HOSES/CLAMPS 48,000
REMOVE & CLEAN COMBUSTION CHAMBER INSERT 48,000
CLEAN FLAME DETECTOR 48,000
CHECK IGNITION ELECTRODES/AIR GAP 48,000
REMOVE & CLEAN HIGH-PRESSURE NOZZLE 48,000
REPLACE OR CLEAN AUXILIARY FUEL FILTER 48,000
BACHARACH FYRITE II CO2 TEST 48,000
CHECK HEATER FUNCTION 48,000

BU-CRANK
CHANGE CRANKCASE BREATHER FILTER 60,000

BU-DEFTR
CHANGE DEF FILTER 182,000
CLEAN DOSER 182,000

BU-DESS
CHANGE AIR DRYER DESSICANT 48,000
CHANGE PARKER ELEMENT 48,000

BU-DIFFSYN
CHANGE DIFFERENTIAL OIL 96,000

BU-FIRESUPP1

>>> MAIN CONTROL PANEL <<<
INSPECT CONTROL PANEL 6 Months
CONTROL PANEL SECURELY MOUNTED 6 Months
CABLES ON BACK OF CONTROL PANEL CONNECTED AND LOCKED 6 Months
VERIFY THAT THE GREEN SYSTEM OK IS ILLUMINATED 6 Months
PRESS PUSH TO TEST BUTTON; VERIFY ALL LIGHTS ILLUMINATE 6 Months
>>> TEST MODULE INSTALL <<<
INSTALL TEST MODULE IN PLACE OF CONTROL HEAD AT THE CYLIN 6 Months
>>> MANUAL ACTUATOR <<<
IN CASE FIRE LABEL IS MOUNTED CLOSE TO MANUAL ACTUATOR 6 Months
LOCK WIRE SEAL IS ATTACHED AND INSTALLED CORRECTLY 6 Months
END OF LINE RESISTOR IS ATTACHED AND SECURELY MOUNTED 6 Months
CONFIRM MANUAL ACTUATOR SWITCH ISN`T OBSTRUCTED 6 Months
>>> POWER SUPPLY <<<
VERIFY POWER AND GROUND WIRES ARE CONNECTED AND SECU 6 Months
VERIFY ONLY THE AMEREX POWER LEAD IS USED 6 Months
FUSE HOLDER AND WIRING CONDITION 6 Months
10 AMP FUSE WITH WHITE NUMBERING IN PLACE 6 Months
SUFFICIENT POWER CABLE LENGTH 6 Months
>>> AGENT CYLINDER <<<
MOUNTING BRACKET IS WELDED OR BOLTED SECURELY 6 Months
AGENT CYLINDER MOUNTED SO GAUGE IS VISIBLE 6 Months
ELECTRONIC CONTROL HEAD BOLTED SECURELY 6 Months
DISCHARGE FITTING IS BOLTED SECURELY 6 Months
ELECTRIC ACTUATOR IS SCREWED IN COMPLETELY 6 Months
ELECTRIC ACTUATOR CABLE TIED FOR STRAIN RELIEF 6 Months
>>> DISCHARGE NETWORK <<<
MAIN DISCHARGE LINE IS 3/4" HYDRAULIC HOSE 6 Months
MAIN DISCHARGE LINE IS WITHIN MIN/MAX LENGTH 6 Months
SECONDARY DISCHARGE LINES ARE 1/2" HYDRAULIC HOSE 6 Months
>>> NOZZLES <<<
NOZZLE BRACKETS MOUNTED SECURELY 6 Months
ALL FOUR NOZZLES & HOSES SECURELY SCREWED INTO BRACKET1 6 Months
AIMED IN THE PROPER DIRECTION 6 Months
DISCHARGE PATH IS NOT BLOCKED BY OTHER COMPONENTS 6 Months
SAFETY CAPS ARE PROPERLY INSTALLED 6 Months
SAFETY CAPS AREN`T PREVENTED FROM BLOWING OFF 6 Months
NOZZLES AREN`T MOUNTED CLOSER THAN 12" TO HEAT SOURCE 6 Months
>>> DETECTION NETWORK <<<
ALL THREE THERMOSTATS ARE PRESENT 6 Months
PROPER TEMPERATURE THERMOSTATS ARE INSTALLED 6 Months
THERMOSTATS ARE SECURELY MOUNTED ABOVE HAZARD AREAS 6 Months
THERMOSTATS AREN`T BLOCKED BY OTHER COMPONENTS 6 Months
THERMOSTATS ARE DAISY CHAINED BY AMEREX HAZARD WIRE 6 Months
END OF LINE RESISTOR IS PROPERLY INSTALLED 6 Months
>>> TESTING DISCHARGE NETWORK <<< 6 Months
DOUBLE CHECK TEST MODULE INSTALLED CORRECTLY 6 Months
CHECK THE CONTROL PANEL` SYSTEM OK LIGHT ILLUMINATED 6 Months
UNBOLT THE DISCHARGE FITTING FROM THE AGENT BOTTLE 6 Months
BOLT AMEREX BLOWOUT ADAPTER TO THE DISCHARGE FITTING 6 Months
HOOK UP SHOP AIR TO THE AIR FITTING OF BLOW OUT ADAPTER 6 Months
VERIFY ALL SAFETY CAPS BLOW OFF THE NOZZLES 6 Months
TEST FOR EQUAL AIR FLOW AT ALL FOUR NOZZLES 6 Months
REINSTALL ALL SAFETY CAPS 6 Months
UNBOLT THE BLOWOUT ADAPTER 6 Months
REINSTALL AND SECURE DISCHARGE FITTING 6 Months
>>> TESTING DETECTION NETWORK <<< 6 Months
USE HEAT GUN TO FLAT END OF 1ST THERMOSTAT IN CIRCUIT 6 Months
ALARM SOUNDS 6 Months
REMOVE HEATÝ WAIT 30 SECONDS 6 Months
RESET BUTTON ON TEST MODULE 6 Months
REPEAT STEPS ABOVE ON THE NEXT TWO THERMOSTATS 6 Months
>>> TESTING ACTUATION NETWORK <<< 6 Months
LOCATE MANUAL ACTUATOR IN DRIVER`S AREA 6 Months
PULL SAFETY PIN AND PRESS THE FIRE BOTTON 6 Months
VERIFY CONTROL PANEL LIGHT CONFIGURATION 6 Months
SYSTEM OK OFF 6 Months
FIRE ON 6 Months
SERVICE SYSTEM ON 6 Months
ALARM SILENCE OFF 6 Months
SHUTDOWN RESET ON 6 Months
PRESS RESET BUTTON ON TEST MODULE 6 Months
VERIFY CONTROL PANEL LIGHT CONFIGURATION 6 Months
SYSTEM OK ON 6 Months
FIRE OFF 6 Months
SERVICE SYSTEM OFF 6 Months
ALARM SILENCE OFF 6 Months
SHUTDOWN RESET OFF 6 Months
PRESS THE SHUTDOWN RESET BUTTON 6 Months
SHUTDOWN RESET LIGHT NOT ON 6 Months
>>> ENGINE SHUTDOWN TEST <<< 6 Months
START ENGINE AND LET WARM UP 6 Months
PRESS AND HOLD THE PRESS TO TEST BUTTON 6 Months
COUNT THE SECONDS UNTIL ENGINE SHUTSDOWN 6 Months
SHUTDOWN WITHIN 15 SECONDS 6 Months
>>> BATTERY BACK UP TEST <<< 6 Months
DISCONNECT AMEREX SUPPLY FUSE 6 Months
VERIFY THE CONTROL PANEL LIGHT CONFIGURATION 6 Months
SYSTEM OK OFF 6 Months
FIRE OFF 6 Months
SERVICE SYSTEM ON 6 Months
ALARM SILENCE OFF 6 Months
SHUTDOWN RESET OFF 6 Months
PUSH MANUAL ACTUATOR BUTTON 6 Months
TEST MODULE LED COMES ON 6 Months
PRESS RESET BUTTON ON TEST MODULE 6 Months
REINSTALL AMEREX SUPPLY FUSE 6 Months
VERIFY THE CONTROL PANEL RETURNS BACK TO NORMAL 6 Months
>>> TEST MODULE REMOVAL <<< 6 Months
VERIFY SYSTEM OK LIGHT ON 6 Months
VERIFY LED ON TEST MODULE IS OFF 6 Months
UNPLUG TEST MODULE 6 Months

BU-FIRESUPP2

VERIFY THAT THE GREEN SYSTEM OK IS ILLUMINATED 72 Months
INSTALL TEST MODULE IN PLACE OF CONTROL HEAD AT THE CYLIN 72 Months
<table>
<thead>
<tr>
<th>Item Description</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>REMOVE AND REPLACE CYLINDER ACTUATOR</td>
<td>72 Months</td>
</tr>
<tr>
<td>REMOVE AND REPLACE CYLINDER</td>
<td>72 Months</td>
</tr>
<tr>
<td>MOUNTING BRACKET IS WELDED OR BOLTED SECURELY</td>
<td>72 Months</td>
</tr>
<tr>
<td>AGENT CYLINDER MOUNTED SO GAUGE IS VISIBLE</td>
<td>72 Months</td>
</tr>
<tr>
<td>ELECTRONIC CONTROL HEAD BOLTED SECURELY</td>
<td>72 Months</td>
</tr>
<tr>
<td>DISCHARGE FITTING IS BOLTED SECURELY</td>
<td>72 Months</td>
</tr>
<tr>
<td>ELECTRIC ACTUATOR IS SCREWED IN COMPLETELY</td>
<td>72 Months</td>
</tr>
<tr>
<td>ELECTRIC ACTUATOR CABLE TIED FOR STRAIN RELIEF</td>
<td>72 Months</td>
</tr>
</tbody>
</table>

**BU-PMA**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt;&gt;&gt;&gt; PRE-INSPECTION ITEMS &lt;&lt;&lt;&lt;</td>
<td>6,000</td>
</tr>
<tr>
<td>PRE-INSP PAPERWORK</td>
<td>6,000</td>
</tr>
<tr>
<td>ORDER PARTS</td>
<td>6,000</td>
</tr>
<tr>
<td>&gt;&gt;&gt;&gt; DRIVERS AREA CHECKLIST ITEMS &lt;&lt;&lt;&lt;</td>
<td>6,000</td>
</tr>
<tr>
<td>AIR SYSTEM CHECK</td>
<td>6,000</td>
</tr>
<tr>
<td>AUX HEATER OPERATION</td>
<td>6,000</td>
</tr>
<tr>
<td>CLIMATE CONTROL</td>
<td>6,000</td>
</tr>
<tr>
<td>DEFROSTER</td>
<td>6,000</td>
</tr>
<tr>
<td>DRIVERS FANS</td>
<td>6,000</td>
</tr>
<tr>
<td>TEST OVERHEAD LIGHT BAR</td>
<td>6,000</td>
</tr>
<tr>
<td>GENERAL DASH AREA</td>
<td>6,000</td>
</tr>
<tr>
<td>SWITCHES -KNOBS -LEVERS</td>
<td>6,000</td>
</tr>
<tr>
<td>DRIVERS LIGHT</td>
<td>6,000</td>
</tr>
<tr>
<td>DRIVER’S WINDOW</td>
<td>6,000</td>
</tr>
<tr>
<td>DOT STICKER</td>
<td>6,000</td>
</tr>
<tr>
<td>W-SHIELD -WIPPERS -WASHERS</td>
<td>6,000</td>
</tr>
<tr>
<td>SUN SHADES</td>
<td>6,000</td>
</tr>
<tr>
<td>STEERING WHEEL FREE PLAY</td>
<td>6,000</td>
</tr>
<tr>
<td>STEERING OPER STOP TO STOP</td>
<td>6,000</td>
</tr>
<tr>
<td>STEERING COLUMN -OPERATION</td>
<td>6,000</td>
</tr>
<tr>
<td>HORN</td>
<td>6,000</td>
</tr>
<tr>
<td>TRANSMISSION SHIFT SELECTOR</td>
<td>6,000</td>
</tr>
<tr>
<td>PA SYSTEM</td>
<td>6,000</td>
</tr>
<tr>
<td>SURVEILLANCE SYSTEM</td>
<td>6,000</td>
</tr>
<tr>
<td>DESTINATION SIGN MONITOR</td>
<td>6,000</td>
</tr>
<tr>
<td>RADIO</td>
<td>6,000</td>
</tr>
<tr>
<td>FARE BOX</td>
<td>6,000</td>
</tr>
<tr>
<td>DRIVERS SEAT FUNCTIONS</td>
<td>6,000</td>
</tr>
<tr>
<td>INTERLOCKS</td>
<td>6,000</td>
</tr>
<tr>
<td>FOOT PEDALS -PADS</td>
<td>6,000</td>
</tr>
<tr>
<td>GENERAL DRIVERS AREA</td>
<td>6,000</td>
</tr>
<tr>
<td>EMERGENCY EQUIPMENT</td>
<td>6,000</td>
</tr>
<tr>
<td>AMEREX CONTROL GREEN LED</td>
<td>6,000</td>
</tr>
<tr>
<td>PIN IN AMEREX MANUAL ACTIVATION BUTTON INSTALLED &amp; SAFE T</td>
<td>6,000</td>
</tr>
<tr>
<td>DRIVERS SUPPLY BOX</td>
<td>6,000</td>
</tr>
<tr>
<td>DOCUMENTS -POUCH</td>
<td>6,000</td>
</tr>
<tr>
<td>GLASS CLEANER HOLDER</td>
<td>6,000</td>
</tr>
<tr>
<td>PAPER TOWEL HOLDER</td>
<td>6,000</td>
</tr>
<tr>
<td>TRASH BAG HOLDER</td>
<td>6,000</td>
</tr>
<tr>
<td>KNEEL-RECOVER-ALARM</td>
<td>6,000</td>
</tr>
<tr>
<td>OPERATE W-C RAMP</td>
<td>6,000</td>
</tr>
<tr>
<td>&gt;&gt;&gt;&gt; ROAD TEST CHECKLIST ITEMS &lt;&lt;&lt;&lt;</td>
<td>6,000</td>
</tr>
<tr>
<td>ENGINE - ROAD TEST PERFORMANCE</td>
<td>6,000</td>
</tr>
<tr>
<td>TRANSMISSION - ROAD TEST OPERATIONAL</td>
<td>6,000</td>
</tr>
<tr>
<td>RETARDER</td>
<td>6,000</td>
</tr>
<tr>
<td>STEERING</td>
<td>6,000</td>
</tr>
<tr>
<td>SUSPENSION</td>
<td>6,000</td>
</tr>
<tr>
<td>NOISE -VIBRATION -RATTLES</td>
<td>6,000</td>
</tr>
<tr>
<td>SPEEDOMETER OPERATION</td>
<td>6,000</td>
</tr>
<tr>
<td>GENERAL DRIVEABILITY</td>
<td>6,000</td>
</tr>
<tr>
<td>BRAKE OPERATION -PARK -SERV</td>
<td>6,000</td>
</tr>
<tr>
<td>&gt;&gt;&gt;&gt; INTERIOR CHECKLIST ITEMS &lt;&lt;&lt;&lt;</td>
<td>6,000</td>
</tr>
<tr>
<td>DRIVER PARTITION</td>
<td>6,000</td>
</tr>
<tr>
<td>CEILINGS</td>
<td>6,000</td>
</tr>
<tr>
<td>MIRRORS</td>
<td>6,000</td>
</tr>
</tbody>
</table>
EMERGENCY ROOF HATCH OPER. 6,000
AIR DUCTS 6,000
ACCESS PANEL 6,000
INTERIOR LIGHTS 6,000
WINDOWS -LATCHES 6,000
EMERG EXIT WINDOW OPERATION 6,000
DECALS 6,000
GRAFFITI GUARDS 6,000
PASSENGER SIGNAL 6,000
STANTIONS -GRAB RAILS 6,000
MODESTY PANELS 6,000
SCHEDULE HOLDERS 6,000
CCDC NUMBER BOX 6,000
BRAILLE PLACARDS 6,000
INTERIOR WALL PANELS 6,000
SEAT FRAMES -MOUNTINGS 6,000
SEAT UPOLSTERY 6,000
WHEELCHAIR SEAT OPERATION 6,000
WHEELCHAIR TIE DOWNS 6,000
UNDERSEAT HEATERS 6,000
FLOORING-STEPS 6,000
FRONT DOOR 6,000
REAR DOOR 6,000
DOOR SENSITIVE EDGES 6,000
SUPER CAPACITOR 6,000
ELECTRICAL PANELS 6,000
>>> EXTERIOR CHECKLIST ITEMS <<< 6,000
EXTERIOR MIRRORS AND ADJUSTMENTS 6,000
WINDSHEILD WIPERS-ARMS 6,000
WINDSHIELDS -AND MOUNTING 6,000
DESTINATION SIGN(S) 6,000
HEADLIGHTS 6,000
CLEARANCE LIGHTS 6,000
TURN SIGNALS 6,000
YTB LIGHT 6,000
BRAKE LIGHTS 6,000
BACK UP LIGHTS 6,000
LICENSE PLATE LIGHT 6,000
RETARDER LIGHT 6,000
REFLECTORS 6,000
STEPWELL-CURB LIGHTS 6,000
CHECK CAMERAS 6,000
DOT NUMBER DECALS 6,000
DECALS 6,000
BICYCLE RACK 6,000
LICENSE PLATE 6,000
WASHER DOOR-CAP 6,000
TOW EYES-HOOKS 6,000
BUMPERS 6,000
WHEEL MOLDING-FENDER 6,000
AD-SIGN FRAMES 6,000
TIRES 6,000
WHEELS 6,000
LUG NUTS-STUDS / INDICATORS 6,000
HUB-AXLE SEALS-LEVEL 6,000
SIDE MOLDING 6,000
FUEL/DEF FILLER CAP-NECK 6,000
WIPE CLEAN AREA AROUND DEF FILL ADAPTER AND CAP 6,000
ACCESS PANELS-DOORS 6,000
AMEREX BOTTLE PRESSURE GAUGE NO RED BETWEEN ARROW & 6,000
BATTERY-TRAYS-COMPARTMENT 6,000
MIDTRONICS TEST 6,000
AIR TANK DRAIN VALVES 6,000
AUX. HEATER-COMPARTMENT 6,000
A-C COMPARTMENT 6,000
MAJOR BODY DAMAGE 6,000

>>>>> ENGINE COMPARTMENT CHECKLIST ITEMS <<<< 6,000
COOLING SYSTEM PRESSURE TEST 6,000
AIR INTAKE 6,000
FILTER MINDER 6,000
EXHAUST SYSTEM 6,000
RADIATOR-CAC 6,000
SURGE TANK 6,000
ENGINE FAN -SHROUD -DRIVE 6,000
BULKHEAD-INSULATION 6,000
FIRE SUPPRESSION SYSTEM 6,000
AUXILIARY BOOST PUMP 6,000
PIPING-HOSES-WIRE LOOMS 6,000
DRIVE BELTS-PULLEYS-IDLERS 6,000
A-C COMPRESSOR 6,000
ALTERNATOR 6,000
POWER STEERING PUMP-RESV 6,000
AIR COMPRESSOR 6,000
ENGINE - OVERALL 6,000
ENSURE AMEREX NOZZLE CAPS IN PLACE 6,000
ENGINE COMPARTMENT GAUGES 6,000
REAR RUN BOX 6,000
ANDERSON CONNECTOR 6,000
ENGINE OIL LEAKS 6,000
HYDRAULIC LEAKS 6,000
COOLANT LEAKS 6,000
AIR LEAKS 6,000
FUEL LEAKS 6,000
DEF LEAKS 6,000

>>>>> UNDERCHASSIS CHECKLIST ITEMS <<<< 6,000
W-C PANS-SKID PLATE 6,000
CHECK FRONT AXLE 6,000
KING PINS FRONT-TAG 6,000
WHEEL BEARINGS FRONT-TAG 6,000
FRONT AIR BAGS 6,000
FRONT LEVEL VALVES-LINKS 6,000
FRONT SHOCKS 6,000
STEERING GEAR BOX 6,000
STEERING PROP SHAFT 6,000
STEERING LINKAGE 6,000
MUD FLAPS 6,000
FUEL/ DEF TANK-LINES 6,000
FRAME-UNDERBODY 6,000
AIR DRYER - SYSTEM 6,000
WIRES-LOOMS-HOSES 6,000
CHECK REAR AXLE 6,000
REAR AXLE FLUID LEVEL 6,000
REAR RADIUS/LATERAL RODS 6,000
REAR AIR BAGS 6,000
REAR LEVEL VALVES 6,000
REAR SHOCKS 6,000
REAR AXLE BREATHER 6,000
PINION SEAL 6,000
H FRAME 6,000
DRIVE SHAFT-U-JOINTS 6,000
DRIVESHAFT LOOP 6,000
TRANSMISSION - OVERALL 6,000
TRANSMISSION HARNESS-CABLES 6,000
TRANSMISSION OIL LEAKS 6,000
STARTER MOTOR 6,000
STARTER CABLES-CONNECTIONS 6,000
ENGINE-TRANS MOUNTS 6,000
ENGINE OIL PAN 6,000
<<<< BRAKE SYSTEM CHECKLIST ITEMS <<<< 6,000
APPLICATION VALVE 6,000
QR-RELAY-ABS VALVES 6,000
BRAKE HOSES-TUBING 6,000
BRAKE CHAMBERS 6,000
BRAKE ROTORS 6,000
BRAKE PADS - CALIPERS - SPIDERS 6,000
INNER WHEEL SEALS 6,000
BRAKE LINING THICKNESS 6,000
CHANGE ENGINE OIL AND FILTER 6,000
CHANGE FUEL FILTERS 6,000
CHANGE-CLEAN HTR-AC FILTERS 6,000
CHECK AIR PRESSURE ALL TIRES 6,000
RETORQUE SUSP FASTENERS (IF NOT YET TORQUE SEALED) 6,000
TORQUE LUG NUTS 6,000
TAKE ENGINE OIL SAMPLE 6,000
ADDITIONAL INSPECTION ITEM #1 6,000
ADDITIONAL INSPECTION ITEM #2 6,000
ADDITIONAL INSPECTION ITEM #3 6,000
ADDITIONAL INSPECTION ITEM #4 6,000
ADDITIONAL INSPECTION ITEM #5 6,000
ADDITIONAL INSPECTION ITEM #6 6,000
ADDITIONAL INSPECTION ITEM #7 6,000
ADDITIONAL INSPECTION ITEM #8 6,000
ADDITIONAL INSPECTION ITEM #9 6,000
ADDITIONAL INSPECTION ITEM #10 6,000
<<<< RAMP CLEANING-CHECKLIST ITEMS <<<< 6,000
RAMP PLATFORM & RISING FLOOR SURFACE 6,000
LOWERING FLOOR ASSEMBLY SURFACE 6,000
CONTROL ARM ASSEMBLIES ATTACHEMENT PUCKS 6,000
RAMP FRAME ASSEMBLY UNDER FLOORS 6,000
STEP EDGE CLOSEOUT HINGES 6,000
CLEAN DRIVE CHAIN 6,000
<<<< RAMP INSPECTION-CHECKLIST ITEMS <<<< 6,000
RAMP/RISING FLOOR NO-SLIP AND FLOORING SURFACES 6,000
INTERIOR FLOOR SURFACEý SIDE BAR AND PIVOT POINT 6,000
STEP EDGE CLOSEOUT NOSING AND HINGE 6,000
ALL NON-SKID SURFACES 6,000
CONTROL ARM ASSYS TO C/S SPROCKET ASSYS FASTENERS 6,000
FASTENERS SECURING THE PUCKS TO THE RAMP PLATE ASSEMBL 6,000
COUNTER BALANCE ASSIST MECHANISM 6,000
DRIVE CHAINý SPROCKETś COUPLINGS- UNDER RISING FLOOR Aś 6,000
STOW LATCH MECHANISM/LINKAGE 6,000
STOW PROXIMITY SWITCH AND CABLES 6,000
LOWERING FLOOR SOLENOID AND LINKAGE TO CATCH ASSEMBLY 6,000
FRAME AND RAMP STRUCTURAL INTEGRITY 6,000
CORROSION/RUST 6,000
<<<< RAMP LUBRICATION-CHECKLIST ITEMS <<<< 6,000
LUBRICATE DRIVE CHAIN 6,000
LINKAGEý PIVOT POINTś MANUAL STOW RELEASE 6,000

BU-PMB

<<<< PRE-INSPECTION ITEMS <<<< 12,000
PRE-INSP PAPERWORK 12,000
ORDER PARTS 12,000
TAKE TRANS FLUID SAMPLE 12,000
BATTERY WASH 12,000
BATTERY TRAY LUBE 12,000

BU-PMC

<<<< PRE-INSPECTION ITEMS <<<< 24,000
PRE-INSP PAPERWORK 24,000
ORDER PARTS 24,000
CLEAN DIFFERENTIAL BREATHER 24,000
LUBE DOOR MOTOR-LINKAGE 24,000
NITRITE READING 24,000
CHANGE COOLANT FILTER 24,000

BU-PMD

>>> PRE-INSPECTION ITEMS <<<
PRE-INSP PAPERWORK 48,000
ORDER PARTS 48,000
CHANGE PWR-STRG FLUID AND FILTER 48,000
BATTERY SERVICE 48,000
COOLANT SAMPLE 48,000
TEST RR DOOR EMERGENCY RELEASE MECH 48,000
AIR TANK SINGLE CHECK VALVES 48,000

BU-RAMP1

>>> RAMP CLEANING-CHECKLIST ITEMS <<<
RAMP PLATFORM & RISING FLOOR SURFACE 30,000
LOWERING FLOOR ASSEMBLY SURFACE 30,000
CONTROL ARM ASSEMBLIES ATTACHMENT PUCKS 30,000
RAMP FRAME ASSEMBLY UNDER FLOORS 30,000
STEP EDGE CLOSEOUT HINGES 30,000
COUNTER BALANCE ASSEMBLY 30,000
CLEAN DRIVE CHAIN 30,000

>>> RAMP INSPECTION-CHECKLIST ITEMS <<<
RAMP/RISING FLOOR NO-SLIP AND FLOORING SURFACES 30,000
INTERIOR FLOOR SURFACE SIDE BAR AND PIVOT POINT 30,000
STEP EDGE CLOSEOUT NOSING AND HINGE 30,000
ALL NON-SKID SURFACES 30,000
CONTROL ARM ASSYS TO C/S SPROCKET ASSYS FASTENERS 30,000
FASTENERS SECURING THE PUCKS TO THE RAMP PLATE ASSEMBLY 30,000
COUNTER BALANCE ASSIST MECHANISM 30,000
COUNTER BALANCE ASSEMBLY AND ADJUST 30,000
DRIVE CHAIN SPROCKET COUPLINGS- UNDER RISING FLOOR ASSEMBLY 30,000
STOW LATCH MECHANISM/LINKAGE 30,000
STOW PROXIMITY SWITCH AND CABLES 30,000
LOWERING FLOOR SOLENOID AND LINKAGE TO CATCH ASSEMBLY 30,000
FRAME AND RAMP STRUCTURAL INTEGRITY 30,000
CORROSION/RUST 30,000

>>> RAMP LUBRICATION-CHECKLIST ITEMS <<<
LUBRICATE DRIVE CHAIN 30,000
LUBRICATE COUNTER BALANCE ASSEMBLY 30,000
LINKAGE PIVOT POINTS MANUAL STOW RELEASE 30,000

BU-SC1

INTERIOR CLEAN 3,000
REVERSE RADIATOR FANS TO BLOW OUT DEBRIS 3,000

BU-SC2

UPHOLSTERY CLEAN 24,000

BU-SC3

ENGINE WASH 6,000

BU-SC4

RADIATOR CLEAN 6,000

BU-TRANECO

CHANGE TRANS FLUID AND FILTER 108,000

BU-TUNEUP

TUNE-UP 100,000

BU-WBD

WHEEL BEARING PACK DRIVE 30,000
TORQUE LUG NUTS 30,000

BU-WBF
### DB-SRV-6000
- **Remove R Tires**: 9,999,999
- **Remove L Tires**: 9,999,999
- **Check R Adjuster Operation**: 9,999,999
- **Check L Adjuster Operation**: 9,999,999
- **Remove R Pads**: 9,999,999
- **Remove L Pads**: 9,999,999
- **Check R Rotor (Condition / Thickness)**: 9,999,999
- **Check L Rotor (Condition / Thickness)**: 9,999,999
- **Inspect R Piston / Slide-Pin Boots**: 9,999,999
- **Inspect L Piston / Slide-Pin Boots**: 9,999,999
- **Perform Tangential / Radial Test (Caliper Slide Pin Wear)**: 9,999,999
- **Perform Tangential / Radial Test (Caliper Slide Pin Wear)**: 9,999,999
- **Install New R Pads**: 9,999,999
- **Install New L Pads**: 9,999,999
- **Set R Pad / Running Clearance (1/2 Turn)**: 9,999,999
- **Set L Pad / Running Clearance (1/2 Turn)**: 9,999,999
- **Install / Torque Wheels**: 9,999,999

### FB-SRV-6000
- **Remove R Tires**: 9,999,999
- **Remove L Tires**: 9,999,999
- **Check R Adjuster Operation**: 9,999,999
- **Check L Adjuster Operation**: 9,999,999
- **Remove R Pads**: 9,999,999
- **Remove L Pads**: 9,999,999
- **Check R Rotor (Condition / Thickness)**: 9,999,999
- **Check L Rotor (Condition / Thickness)**: 9,999,999
- **Inspect R Piston / Slide-Pin Boots**: 9,999,999
- **Inspect L Piston / Slide-Pin Boots**: 9,999,999
- **Perform Tangential / Radial Test (Caliper Slide Pin Wear)**: 9,999,999
- **Perform Tangential / Radial Test (Caliper Slide Pin Wear)**: 9,999,999
- **Install New R Pads**: 9,999,999
- **Install New L Pads**: 9,999,999
- **Set R Pad / Running Clearance (1/2 Turn)**: 9,999,999
- **Set L Pad / Running Clearance (1/2 Turn)**: 9,999,999
- **Install / Torque Wheels**: 9,999,999

---

### SCHED-15-GIL-ISL

<table>
<thead>
<tr>
<th>Code</th>
<th>Task Description</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>BU-ACBELT</td>
<td>Change A-C Comp Belt</td>
<td>96,000</td>
</tr>
<tr>
<td>BU-AIRCMPGOV</td>
<td>Change Air Comp Governor</td>
<td>114,000</td>
</tr>
<tr>
<td>BU-ALT</td>
<td>Change Alternator</td>
<td>96,000</td>
</tr>
<tr>
<td>BU-AIRCOMP</td>
<td>Change Air Compressor</td>
<td>300,000</td>
</tr>
<tr>
<td>BU-ALTFANBLT</td>
<td>Change Fan Drive or Alt Belt</td>
<td>96,000</td>
</tr>
<tr>
<td>BU-AIRFILTER</td>
<td>Change Air Filter</td>
<td>96,000</td>
</tr>
<tr>
<td>BU-BRKAPPVLV</td>
<td>Change Brake Appl Valve</td>
<td>150,000</td>
</tr>
<tr>
<td>BU-BRKRLYVLV</td>
<td>Change Brake Relay Valve - Front</td>
<td>150,000</td>
</tr>
</tbody>
</table>
BU-CCI
CHANGE AUX HTR FUEL FILTER 48,000
CHECK A-C SYSTEM; FREON LEVEL 48,000
CLIMATE CONTROL SYSTEM PM 48,000
>>>>> HVAC CLEANING-CHECKLIST ITEMS <<<< 48,000
CLEAN/WASH CONDENSER 48,000
CLEAN/WASH EVAPORATORS 48,000
CLEAN/WASH COMPRESSOR 48,000
CLEAN/REPLACE RTN AIR FILTERS 48,000
>>>>> HVAC SERVICE-CHECKLIST ITEMS <<<< 48,000
ACID TEST COMPRESSOR OIL 48,000
CHECK ALL A/C LINES 48,000
CHECK ALL A/C COMPONENTS LINES FITTINGS FOR LEAKS 48,000
CHECK POP-OFF VALVE FOR LEAKS 48,000
CHECK WET-EYE SIGHT GLASS 48,000
CHECK CODES 48,000
TEST ANTIFREEZE ≤ 30°F 48,000
COOLING SYSTEM PRESSURE CHECK 15 MINUTES 48,000
INSPECT RADIATOR COOLING FINS 48,000
BLOWERS: HEAT DEFROST & A/C 48,000
WATER MODULATION VALVES 48,000
INSPECT HEATER CORES 48,000
CHECK HEATER/DEFROSTER VENT CONTROLS 48,000
GENERAL WIRING CHECK AND ALSO POWER SUPPLY AND CONNE 48,000
CHECK THERMOSTATS MAIN 48,000
CHECK HEATER WATER PUMPS 48,000
CHECK WATER FILTER IF EQUIPPED 48,000
CHECK EVAPORATOR BLOWERS MAIN DRIVER 48,000
CHECK HIGH LOW PRESSURE SWITCHES 48,000
TEST A/C VENT HEAT CYCLES 48,000
CHECK REFRIGERANT LEVEL 48,000
CHECK COMPRESSOR OIL LEVEL 48,000
INSPECT/LUBRicate COMPRESSOR CLUTCH AND CHECK OPERATI 48,000
>>>>> HVAC AUXILIARY HEATER-CHECKLIST ITEMS <<<< 48,000
CLEAN EXTERIOR OF HEATER 48,000
CHECK ELECTRICAL CONNECTORS 48,000
CHECK TEMP CONTROL THERMOSTAT & OVER HEAT FUSE 48,000
CHECK INTAKE & EXHAUST PIPES 48,000
CHECK FOR FUEL LEAKS 48,000
CHECK AUXILIARY COOLANT PUMP 48,000
CHECK HOSES/CLAMPS 48,000
REMOVE & CLEAN COMBUSTION CHAMBER INSERT 48,000
CLEAN FLAME DETECTOR 48,000
CHECK IGNITION ELECTRODES/AIR GAP 48,000
REMOVE & CLEAN HIGH-PRESSURE NOZZLE 48,000
REPLACE OR CLEAN AUXILIARY FUEL FILTER 48,000
BACHARACH FYRITE II CO2 TEST 48,000
CHECK HEATER FUNCTION 48,000

BU-CRANK
CHANGE CRANKCASE BREATHER FILTER 60,000

BU-DEFFTR
CHANGE DEF FILTER 182,000
CLEAN DOSER 182,000

BU-DESS
CHANGE AIR DRYER DESSICANT 48,000
CHANGE PARKER ELEMENT 48,000

BU-DIFFSYN
CHANGE DIFFERENTIAL OIL 96,000

BU-FIRESUPP1
>>>>> MAIN CONTROL PANEL <<<< 6 Months
INSPECT CONTROL PANEL
CONTROL PANEL SECURELY MOUNTED
CABLES ON BACK OF CONTROL PANEL CONNECTED AND LOCKED
VERIFY THAT THE GREEN SYSTEM OK IS ILLUMINATED
PRESS PUSH TO TEST BUTTON; VERIFY ALL LIGHTS ILLUMINATE
>>> TEST MODULE INSTALL <<<
INSTALL TEST MODULE IN PLACE OF CONTROL HEAD AT THE CYLINDER
>>> MANUAL ACTUATOR <<<
IN CASE FIRE LABEL IS MOUNTED CLOSE TO MANUAL ACTUATOR
LOCK WIRE SEAL IS ATTACHED AND INSTALLED CORRECTLY
END OF LINE RESISTOR IS ATTACHED AND SECURELY MOUNTED
CONFIRM MANUAL ACTUATOR SWITCH ISN’T OBSTRUCTED
>>> POWER SUPPLY <<<
VERIFY POWER AND GROUND WIRES ARE CONNECTED AND SECURELY MOUNTED
VERIFY ONLY THE AMEREX POWER LEAD IS USED
FUSE HOLDER AND WIRING CONDITION
10 AMP FUSE WITH WHITE NUMBERING IN PLACE
SUFFICIENT POWER CABLE LENGTH
>>> AGENT CYLINDER <<<
MOUNTING BRACKET IS WELDED OR BOLTED SECURELY
AGENT CYLINDER MOUNTED SO GAUGE IS VISIBLE
ELECTRONIC CONTROL HEAD BOLTED SECURELY
DISCHARGE FITTING IS BOLTED SECURELY
ELECTRIC ACTUATOR IS SCREWED IN COMPLETELY
ELECTRIC ACTUATOR CABLE TIED FOR STRAIN RELIEF
>>> DISCHARGE NETWORK <<<
MAIN DISCHARGE LINE IS 3/4” HYDRAULIC HOSE
MAIN DISCHARGE LINE IS WITHIN MIN/MAX LENGTH
SECONDARY DISCHARGE LINES ARE 1/2” HYDRAULIC HOSE
>>> NOZZLES <<<
NOZZLE BRACKETS MOUNTED SECURELY
ALL FOUR NOZZLES & HOSES SECURELY SCREWED INTO BRACKETS
AIMED IN THE PROPER DIRECTION
DISCHARGE PATH IS NOT BLOCKED BY OTHER COMPONENTS
SAFETY CAPS ARE PROPERLY INSTALLED
SAFETY CAPS AREN’T PREVENTED FROM BLOWING OFF
NOZZLES AREN’T MOUNTED CLOSER THAN 12” TO HEAT SOURCE
>>> DETECTION NETWORK <<<
ALL THREE THERMOSTATS ARE PRESENT
PROPER TEMPERATURE THERMOSTATS ARE INSTALLED
THERMOSTATS ARE SECURELY MOUNTED ABOVE HAZARD AREAS
THERMOSTATS AREN’T BLOCKED BY OTHER COMPONENTS
THERMOSTATS ARE DAISY CHAINED BY AMEREX HAZARD WIRE
END OF LINE RESISTOR IS PROPERLY INSTALLED
>>> TESTING DISCHARGE NETWORK <<<
DOUBLE CHECK TEST MODULE INSTALLED CORRECTLY
CHECK THE CONTROL PANEL’s SYSTEM OK LIGHT ILLUMINATED
UNBOLT THE DISCHARGE FITTING FROM THE AGENT BOTTLE
BOLT AMEREX BLOWOUT ADAPTER TO THE DISCHARGE FITTING
HOOK UP SHOP AIR TO THE AIR FITTING OF BLOW OUT ADAPTER
VERIFY ALL SAFETY CAPS BLOW OFF THE NOZZLES
TEST FOR EQUAL AIR FLOW AT ALL FOUR NOZZLES
REINSTALL ALL SAFETY CAPS
UNBOLT THE BLOWOUT ADAPTER
REINSTALL AND SECURE DISCHARGE FITTING
>>> TESTING DETECTION NETWORK <<<
USE HEAT GUN TO FLAT END OF 1ST THERMOSTAT IN CIRCUIT
ALARM SOUNDS
REMOVE HEAT WAIT 30 SECONDS
RESET BUTTON ON TEST MODULE
REPEAT STEPS ABOVE ON THE NEXT TWO THERMOSTATS
>>> TESTING ACTUATION NETWORK <<<
LOCATE MANUAL ACTUATOR IN DRIVER’S AREA
PULL SAFETY PIN AND PRESS THE FIRE BUTTON
VERIFY CONTROL PANEL LIGHT CONFIGURATION 6 Months
SYSTEM OK OFF 6 Months
FIRE ON 6 Months
SERVICE SYSTEM ON 6 Months
ALARM SILENCE OFF 6 Months
SHUTDOWN RESET ON 6 Months
PRESS RESET BUTTON ON TEST MODULE 6 Months
VERIFY CONTROL PANEL LIGHT CONFIGURATION 6 Months
SYSTEM OK ON 6 Months
FIRE OFF 6 Months
SERVICE SYSTEM OFF 6 Months
ALARM SILENCE OFF 6 Months
SHUTDOWN RESET OFF 6 Months
PRESS THE SHUTDOWN RESET BUTTON 6 Months
SHUTDOWN RESET LIGHT NOT ON 6 Months
>>> ENGINE SHUTDOWN TEST <<< 6 Months
START ENGINE AND LET WARM UP 6 Months
PRESS AND HOLD THE PRESS TO TEST BUTTON 6 Months
COUNT THE SECONDS UNTIL ENGINE SHUTS DOWN 6 Months
SHUTDOWN WITHIN 15 SECONDS 6 Months
>>> BATTERY BACK UP TEST <<< 6 Months
DISCONNECT AMEREX SUPPLY FUSE 6 Months
VERIFY THE CONTROL PANEL LIGHT CONFIGURATION 6 Months
SYSTEM OK OFF 6 Months
FIRE OFF 6 Months
SERVICE SYSTEM ON 6 Months
ALARM SILENCE OFF 6 Months
SHUTDOWN RESET OFF 6 Months
PUSH MANUAL ACTUATOR BUTTON 6 Months
TEST MODULE LED COMES ON 6 Months
PRESS RESET BUTTON ON TEST MODULE 6 Months
REINSTALL AMEREX SUPPLY FUSE 6 Months
VERIFY THE CONTROL PANEL RETURNS BACK TO NORMAL 6 Months
>>> TEST MODULE REMOVAL <<< 6 Months
VERIFY SYSTEM OK LIGHT ON 6 Months
VERIFY LED ON TEST MODULE IS OFF 6 Months
UNPLUG TEST MODULE 6 Months

BU-FIRESUPP2
VERIFY THAT THE GREEN SYSTEM OK IS ILLUMINATED 72 Months
INSTALL TEST MODULE IN PLACE OF CONTROL HEAD AT THE CYLIN 72 Months
REMOVE AND REPLACE CYLINDER ACTUATOR 72 Months
REMOVE AND REPLACE CYLINDER 72 Months
MOUNTING BRACKET IS WELDED OR BOLTED SECURELY 72 Months
AGENT CYLINDER MOUNTED SO GAUGE IS VISIBLE 72 Months
ELECTRONIC CONTROL HEAD BOLTED SECURELY 72 Months
DISCHARGE FITTING IS BOLTED SECURELY 72 Months
ELECTRIC ACTUATOR IS SCREWED IN COMPLETELY 72 Months
ELECTRIC ACTUATOR CABLE TIED FOR STRAIN RELIEF 72 Months

BU-PMA
>>> PRE-INSPECTION ITEMS <<< 6,000
PRE-INSP PAPERWORK 6,000
ORDER PARTS 6,000
>>> DRIVERS AREA CHECKLIST ITEMS <<< 6,000
AIR SYSTEM CHECK 6,000
AUX HEATER OPERATION 6,000
CLIMATE CONTROL 6,000
DEFROSTER 6,000
DRIVERS FANS 6,000
TEST OVERHEAD LIGHT BAR 6,000
GENERAL DASH AREA 6,000
SWITCHES -KNOBS -LEVERS 6,000
DRIVERS LIGHT 6,000
DRIVER’S WINDOW 6,000
DOT STICKER 6,000
W-SHIELD -WIPERS -WASHERS 6,000
SUN SHADES 6,000
STEERING WHEEL FREE PLAY 6,000
STEERING OPER STOP TO STOP 6,000
STEERING COLUMN -OPERATION 6,000
HORN 6,000
TRANSMISSION SHIFT SELECTOR 6,000
PA SYSTEM 6,000
SURVEILLANCE SYSTEM 6,000
DESTINATION SIGN MONITOR 6,000
RADIO 6,000
FARE BOX 6,000
DRIVERS SEAT FUNCTIONS 6,000
INTERLOCKS 6,000
FOOT PEDALS -PADS 6,000
GENERAL DRIVERS AREA 6,000
EMERGENCY EQUIPMENT 6,000
AMEREX CONTROL GREEN LED 6,000
PIN IN AMEREX MANUAL ACTIVATION BUTTON INSTALLED & SAFE T 6,000
DRIVERS SUPPLY BOX 6,000
DOCUMENTS -POUCH 6,000
GLASS CLEANER HOLDER 6,000
PAPER TOWEL HOLDER 6,000
TRASH BAG HOLDER 6,000
KNEEL-RECOVER-ALARM 6,000
OPERATE W-C RAMP 6,000
>>>> ROAD TEST CHECKLIST ITEMS <<<< 6,000
ENGINE - ROAD TEST PERFORMANCE 6,000
TRANSMISSION - ROAD TEST OPERATIONAL 6,000
RETARDER 6,000
STEERING 6,000
SUSPENSION 6,000
NOISE -VIBRATION -RATTLES 6,000
SPEEDOMETER OPERATION 6,000
GENERAL DRIVEABILITY 6,000
BRAKE OPERATION -PARK -SERV 6,000
>>>> INTERIOR CHECKLIST ITEMS <<<< 6,000
DRIVER PARTITION 6,000
CEILINGS 6,000
MIRRORS 6,000
EMERGENCY ROOF HATCH OPER. 6,000
AIR DUCTS 6,000
ACCESS PANEL 6,000
INTERIOR LIGHTS 6,000
WINDOWS -LATCHES 6,000
EMERG EXIT WINDOW OPERATION 6,000
DECALS 6,000
GRAFITTI GUARDS 6,000
PASSENGER SIGNAL 6,000
STANTIONS -GRAB RAILS 6,000
MODESTY PANELS 6,000
SCHEDULE HOLDERS 6,000
CCDC NUMBER BOX 6,000
BRaille PLAcards 6,000
INTERIOR WALL PANELS 6,000
SEAT FRAMES -MOUNTINGS 6,000
SEAT UPOLSTERY 6,000
WHEELCHAIR SEAT OPERATION 6,000
WHEELCHAIR TIE DOWNS 6,000
UNDERSEAT HEATERS 6,000
FLOORING-STEPS 6,000
FRONT DOOR 6,000
REAR DOOR 6,000
DOOR SENSITIVE EDGES
SUPER CAPACITOR
ELECTRICAL PANELS

>>>>> EXTERIOR CHECKLIST ITEMS <<<<<
EXTERIOR MIRRORS AND ADJUSTMENTS
WINDSHIELD WIPERS-ARMS
WINDSHIELDS -AND MOUNTING
DESTINATION SIGN(S)
HEADLIGHTS
CLEARANCE LIGHTS
TURN SIGNALS
YTB LIGHT
BRAKE LIGHTS
BACK UP LIGHTS
LICENSE PLATE LIGHT
RETARDER LIGHT
REFLECTORS
STEPWELL-CURB LIGHTS
CHECK CAMERAS
DOT NUMBER DECALS
DECALS
BICYCLE RACK
LICENSE PLATE
WASHER DOOR-CAP
TOW EYES-HOOKS
BUMPERS
WHEEL MOLDING-FENDER
AD-SIGN FRAMES
TIRES
WHEELS
LUG NUTS-STUDS / INDICATORS
HUB-AXLE SEALS-LEVEL
SIDE MOLDING
FUEL/DEF FILLER CAP-NECK
WIPE CLEAN AREA AROUND DEF FILL ADAPTER AND CAP
ACCESS PANELS-DOORS
AMEREX BOTTLE PRESSURE GAUGE NO RED BETWEEN ARROW &
BATTERY-TRAYS-COMPARTMENT
MIDTRONICS TEST
AIR TANK DRAIN VALVES
AUX. HEATER-COMPARTMENT
A-C COMPARTMENT
MAJOR BODY DAMAGE

>>>>> ENGINE COMPARTMENT CHECKLIST ITEMS <<<<<
COOLING SYSTEM PRESSURE TEST
AIR INTAKE
FILTER MINDER
EXHAUST SYSTEM
RADIATOR-CAC
SURGE TANK
ENGINE FAN -SHROUD -DRIVE
BULKHEAD-INSULATION
FIRE SUPPRESSION SYSTEM
AUXILIARY BOOST PUMP
PIPING-HOSES-WIRE LOOMS
DRIVE BELTS-PULLEYS-IDLERS
A-C COMPRESSOR
ALTERNATOR
POWER STEERING PUMP-RESV
AIR COMPRESSOR
ENGINE - OVERALL
ENSURE AMEREX NOZZLE CAPS IN PLACE
ENGINE COMPARTMENT GAUGES
REAR RUN BOX
ANDERSON CONNECTOR
ENGINE OIL LEAKS
HYDRAULIC LEAKS
COOLANT LEAKS
AIR LEAKS
FUEL LEAKS
DEF LEAKS
>>>> UNDERCHASSIS CHECKLIST ITEMS <<<<
W-C PANS-SKID PLATE
CHECK FRONT AXLE
KING PINS FRONT-TAG
WHEEL BEARINGS FRONT-TAG
FRONT AIR BAGS
FRONT LEVEL VALVES-LINKS
FRONT SHOCKS
STEERING GEAR BOX
STEERING PROP SHAFT
STEERING LINKAGE
MUD FLAPS
FUEL/ DEF TANK-LINES
FRAME-UNDERBODY
AIR DRYER - SYSTEM
WIRES-LOOMS-HOSES
CHECK REAR AXLE
REAR AXLE FLUID LEVEL
REAR RADIUS/LATERAL RODS
REAR AIR BAGS
REAR LEVEL VALVES
REAR SHOCKS
REAR AXLE BREATHER
PINION SEAL
H FRAME
DRIVE SHAFT-U-JOINTS
DRIVESHAFT LOOP
TRANSMISSION - OVERALL
TRANSMISSION HARNESS-CABLES
TRANSMISSION OIL LEAKS
STARTER MOTOR
STARTER CABLES-CONNECTIONS
ENGINE-TRANS MOUNTS
ENGINE OIL PAN
>>>> BRAKE SYSTEM CHECKLIST ITEMS <<<<
APPLICATION VALVE
QR-RELAY-ABS VALVES
BRAKE HOSES-TUBING
BRAKE CHAMBERS
BRAKE ROTORS
BRAKE PADS - CALIPERS - SPIDERS
INNER WHEEL SEALS
BRAKE LINING THICKNESS
CHANGE ENGINE OIL AND FILTER
CHANGE FUEL FILTERS
CHANGE-CLEAN HTR-AC FILTERS
CHECK AIR PRESSURE ALL TIRES
RETORQUE SUSP FASTENERS (IF NOT YET TORQUE SEALED)
TORQUE LUG NUTS
TAKE ENGINE OIL SAMPLE
ADDITIONAL INSPECTION ITEM #1
ADDITIONAL INSPECTION ITEM #2
ADDITIONAL INSPECTION ITEM #3
ADDITIONAL INSPECTION ITEM #4
ADDITIONAL INSPECTION ITEM #5
ADDITIONAL INSPECTION ITEM #6
ADDITIONAL INSPECTION ITEM #7
<table>
<thead>
<tr>
<th>BU-PMB</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt;&gt;&gt;&gt; PRE-INSPECTION ITEMS &lt;&lt;&lt;&lt;</td>
<td>12,000</td>
<td></td>
</tr>
<tr>
<td>PRE-INSP PAPERWORK</td>
<td>12,000</td>
<td></td>
</tr>
<tr>
<td>ORDER PARTS</td>
<td>12,000</td>
<td></td>
</tr>
<tr>
<td>TAKE TRANS FLUID SAMPLE</td>
<td>12,000</td>
<td></td>
</tr>
<tr>
<td>BATTERY WASH</td>
<td>12,000</td>
<td></td>
</tr>
<tr>
<td>BATTERY TRAY LUBE</td>
<td>12,000</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BU-PMC</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt;&gt;&gt;&gt; PRE-INSPECTION ITEMS &lt;&lt;&lt;&lt;</td>
<td>24,000</td>
<td></td>
</tr>
<tr>
<td>PRE-INSP PAPERWORK</td>
<td>24,000</td>
<td></td>
</tr>
<tr>
<td>ORDER PARTS</td>
<td>24,000</td>
<td></td>
</tr>
<tr>
<td>CLEAN DIFFERENTIAL BREATHER</td>
<td>24,000</td>
<td></td>
</tr>
<tr>
<td>LUBE DOOR MOTOR-LINKAGE</td>
<td>24,000</td>
<td></td>
</tr>
<tr>
<td>NITRITE READING</td>
<td>24,000</td>
<td></td>
</tr>
<tr>
<td>CHANGE COOLANT FILTER</td>
<td>24,000</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BU-PMD</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt;&gt;&gt;&gt; PRE-INSPECTION ITEMS &lt;&lt;&lt;&lt;</td>
<td>48,000</td>
<td></td>
</tr>
<tr>
<td>PRE-INSP PAPERWORK</td>
<td>48,000</td>
<td></td>
</tr>
<tr>
<td>ORDER PARTS</td>
<td>48,000</td>
<td></td>
</tr>
<tr>
<td>CHANGE PWR-STRG FLUID AND FILTER</td>
<td>48,000</td>
<td></td>
</tr>
<tr>
<td>BATTERY SERVICE</td>
<td>48,000</td>
<td></td>
</tr>
<tr>
<td>COOLANT SAMPLE</td>
<td>48,000</td>
<td></td>
</tr>
<tr>
<td>TEST RR DOOR EMERGENCY RELEASE MECH</td>
<td>48,000</td>
<td></td>
</tr>
<tr>
<td>AIR TANK SINGLE CHECK VALVES</td>
<td>48,000</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BU-RAMP1</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt;&gt;&gt;&gt; RAMP CLEANING-CHECKLIST ITEMS &lt;&lt;&lt;&lt;</td>
<td>30,000</td>
<td></td>
</tr>
<tr>
<td>RAMP PLATFORM &amp; RISING FLOOR SURFACE</td>
<td>30,000</td>
<td></td>
</tr>
<tr>
<td>LOWERING FLOOR ASSEMBLY SURFACE</td>
<td>30,000</td>
<td></td>
</tr>
<tr>
<td>CONTROL ARM ASSEMBLIES ATTACHMENT PUCKS</td>
<td>30,000</td>
<td></td>
</tr>
<tr>
<td>RAMP FRAME ASSEMBLY UNDER FLOORS</td>
<td>30,000</td>
<td></td>
</tr>
<tr>
<td>STEP EDGE CLOSEOUT HINGES</td>
<td>30,000</td>
<td></td>
</tr>
<tr>
<td>COUNTER BALANCE ASSEMBLY</td>
<td>30,000</td>
<td></td>
</tr>
<tr>
<td>CLEAN DRIVE CHAIN</td>
<td>30,000</td>
<td></td>
</tr>
<tr>
<td>&gt;&gt;&gt;&gt; RAMP INSPECTION-CHECKLIST ITEMS &lt;&lt;&lt;&lt;</td>
<td>30,000</td>
<td></td>
</tr>
</tbody>
</table>
RAMP/RISING FLOOR NO-SLIP AND FLOORING SURFACES 30,000
INTERIOR FLOOR SURFACE SIDE BAR AND PIVOT POINT 30,000
STEP EDGE CLOSEOUT NOSING AND HINGE 30,000
ALL NON-SKID SURFACES 30,000
CONTROL ARM ASSYS TO C/S SPROCKET ASSYS FASTENERS 30,000
FASTENERS SECURING THE PUCKS TO THE RAMP PLATE ASSEMBL 30,000
COUNTER BALANCE ASSIST MECHANISM 30,000
COUNTER BALANCE ASSEMBLY AND ADJUST 30,000
DRIVE CHAIN SPROCKET COUPLINGS UNDER RISING FLOOR AS 30,000
STOW LATCH MECHANISM/LINKAGE 30,000
STOW PROXIMITY SWITCH AND CABLES 30,000
LOWERING FLOOR SOLENOID AND LINKAGE TO CATCH ASSEMBLY 30,000
FRAME AND RAMP STRUCTURAL INTEGRITY 30,000
CORROSION/RUST 30,000
RAMP LUBRICATION-CHECKLIST ITEMS LUBRICATE DRIVE CHAIN 30,000
LUBRICATE DRIVE CHAIN 30,000
LUBRICATE COUNTER BALANCE ASSEMBLY 30,000
LINKAGE PIVOT POINTS MANUAL STOW RELEASE 30,000

BU-SC1
INTERIOR CLEAN 3,000
REVERSE RADIATOR FANS TO BLOW OUT DEBRIS 3,000

BU-SC2
UPHOLSTERY CLEAN 24,000

BU-SC3
ENGINE WASH 6,000

BU-SC4
RADIATOR CLEAN 6,000

BU-TRANECO
CHANGE TRANS FLUID AND FILTER 108,000

BU-TUNEUP
TUNE-UP 96,000

BU-WBD
WHEEL BEARING PACK DRIVE 30,000
TORQUE LUG NUTS 30,000

BU-WBF
WHEEL BEARING PACK FRONT 30,000
TORQUE LUG NUTS 30,000

DB-SRV-6000
REMOVE R TIRES 9,999,999
REMOVE L TIRES 9,999,999
CHECK R ADJUSTER OPERATION 9,999,999
CHECK L ADJUSTER OPERATION 9,999,999
REMOVE R PADS 9,999,999
REMOVE L PADS 9,999,999
CHECK R ROTOR (CONDITION / THICKNESS) 9,999,999
CHECK L ROTOR (CONDITION / THICKNESS) 9,999,999
INSPECT R PISTON SLIDE-PIN BOOTS 9,999,999
INSPECT L PISTON SLIDE-PIN BOOTS 9,999,999
PERFORM TANGENTIAL RADIAL TEST CALIPER SLIDE PIN WEAR I 9,999,999
PERFORM TANGENTIAL RADIAL TEST CALIPER SLIDE PIN WEAR I 9,999,999
INSTALL NEW R PADS 9,999,999
INSTALL NEW L PADS 9,999,999
SET R PAD RUNNING CLEARANCE 1/2 TURN 9,999,999
SET L PAD RUNNING CLEARANCE 1/2 TURN 9,999,999
INSTALL TORQUE WHEELS 9,999,999

FB-SRV-6000
REMOVE R TIRES 9,999,999
REMOVE L TIRES 9,999,999
CHECK R ADJUSTER OPERATION 9,999,999
CHECK L ADJUSTER OPERATION 9,999,999
REMOVE R PADS 9,999,999
REMOVE L PADS 9,999,999
CHECK R ROTOR (CONDITION / THICKNESS) 9,999,999
CHECK L ROTOR (CONDITION / THICKNESS) 9,999,999
INSPECT R PISTON / SLIDE-PIN BOOTS 9,999,999
INSPECT L PISTON / SLIDE-PIN BOOTS 9,999,999
PERFORM TANGENTIAL / RADIAL TEST (CALIPER SLIDE PIN WEAR) R 9,999,999
PERFORM TANGENTIAL / RADIAL TEST (CALIPER SLIDE PIN WEAR) L 9,999,999
INSTALL NEW R PADS 9,999,999
INSTALL NEW L PADS 9,999,999
SET R PAD / RUNNING CLEARANCE (1/2 TURN) 9,999,999
SET L PAD / RUNNING CLEARANCE (1/2 TURN) 9,999,999
INSTALL / TORQUE WHEELS 9,999,999
ATTACHMENT 26

ROUTE MAPS AND HEADWAYS
### Night Meets - Starting at 7:15P at 15/45 after the hour, Night Meets will be made at this location.

Make 'X' stops on 17th Street.
<table>
<thead>
<tr>
<th>D</th>
<th>A</th>
<th>FROM/Brch</th>
<th>1st Sper</th>
<th>1st</th>
<th>7th</th>
<th>9th</th>
<th>8th</th>
<th>8th</th>
<th>10th</th>
<th>Stou</th>
<th>Stou</th>
<th>Blak</th>
<th>Auri</th>
<th>Knox</th>
<th>1st</th>
<th>1st</th>
<th>Alum/Alli</th>
<th>TO NEXT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3</td>
<td>outA</td>
<td>40</td>
<td>--&gt;</td>
<td>506</td>
<td>516</td>
<td>518</td>
<td>524</td>
<td>531</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>539</td>
<td>540</td>
<td>546</td>
<td>549</td>
<td>556</td>
</tr>
<tr>
<td>1</td>
<td>5</td>
<td>outA</td>
<td>40</td>
<td>--&gt;</td>
<td>536</td>
<td>546</td>
<td>548</td>
<td>554</td>
<td>601</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>609</td>
<td>610</td>
<td>616</td>
<td>619</td>
<td>626</td>
</tr>
<tr>
<td>1</td>
<td>8</td>
<td>outA</td>
<td>40</td>
<td>--&gt;</td>
<td>606</td>
<td>616</td>
<td>618</td>
<td>624</td>
<td>631</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>639</td>
<td>640</td>
<td>646</td>
<td>649</td>
<td>656</td>
</tr>
<tr>
<td>1</td>
<td>6</td>
<td>A</td>
<td>40</td>
<td></td>
<td>701</td>
<td>713</td>
<td>715</td>
<td>721</td>
<td>729</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>739</td>
<td>740</td>
<td>747</td>
<td>750</td>
<td>757</td>
</tr>
<tr>
<td>1</td>
<td>9</td>
<td>A</td>
<td>40</td>
<td></td>
<td>731</td>
<td>743</td>
<td>745</td>
<td>751</td>
<td>759</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>809</td>
<td>810</td>
<td>817</td>
<td>820</td>
<td>827</td>
</tr>
<tr>
<td>1</td>
<td>4</td>
<td>A</td>
<td>40</td>
<td></td>
<td>831</td>
<td>843</td>
<td>845</td>
<td>851</td>
<td>859</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>909</td>
<td>910</td>
<td>917</td>
<td>920</td>
<td>927</td>
</tr>
<tr>
<td>1</td>
<td>3</td>
<td>A</td>
<td>40</td>
<td></td>
<td>930</td>
<td>943</td>
<td>945</td>
<td>951</td>
<td>958</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>1009</td>
<td>1010</td>
<td>1017</td>
<td>1020</td>
<td>1027</td>
</tr>
<tr>
<td>1</td>
<td>3</td>
<td>A</td>
<td>40</td>
<td></td>
<td>1000</td>
<td>1013</td>
<td>1015</td>
<td>1021</td>
<td>1028</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>1039</td>
<td>1040</td>
<td>1047</td>
<td>1050</td>
<td>1057</td>
</tr>
<tr>
<td>1</td>
<td>5</td>
<td>A</td>
<td>40</td>
<td></td>
<td>1030</td>
<td>1043</td>
<td>1045</td>
<td>1051</td>
<td>1058</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>1109</td>
<td>1110</td>
<td>1117</td>
<td>1120</td>
<td>1127</td>
</tr>
<tr>
<td>1</td>
<td>6</td>
<td>A</td>
<td>40</td>
<td></td>
<td>1130</td>
<td>1143</td>
<td>1145</td>
<td>1151</td>
<td>1158</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>1209</td>
<td>1210</td>
<td>1217</td>
<td>1220</td>
<td>1227</td>
</tr>
<tr>
<td>1</td>
<td>9</td>
<td>P</td>
<td>40</td>
<td></td>
<td>1200</td>
<td>1213</td>
<td>1215</td>
<td>1221</td>
<td>1228</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>1239</td>
<td>1240</td>
<td>1247</td>
<td>1250</td>
<td>1257</td>
</tr>
<tr>
<td>1</td>
<td>4</td>
<td>P</td>
<td>40</td>
<td></td>
<td>1259</td>
<td>112</td>
<td>114</td>
<td>120</td>
<td>128</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>139</td>
<td>140</td>
<td>147</td>
<td>150</td>
<td>157</td>
</tr>
<tr>
<td>1</td>
<td>3</td>
<td>P</td>
<td>40</td>
<td></td>
<td>159</td>
<td>212</td>
<td>214</td>
<td>220</td>
<td>228</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>239</td>
<td>240</td>
<td>247</td>
<td>250</td>
<td>257</td>
</tr>
<tr>
<td>1</td>
<td>12</td>
<td>outP</td>
<td>40</td>
<td>--&gt;</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>312</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>323</td>
<td>325</td>
<td>332</td>
<td>335</td>
<td>343</td>
<td>349</td>
</tr>
<tr>
<td>55L</td>
<td>72</td>
<td>outP</td>
<td>40</td>
<td>1W</td>
<td>--&gt;</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>340s</td>
<td>344s</td>
<td>348s</td>
<td>352s</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>358s</td>
<td>403s</td>
</tr>
<tr>
<td>1</td>
<td>5</td>
<td>P</td>
<td>40</td>
<td></td>
<td>257</td>
<td>311</td>
<td>313</td>
<td>319</td>
<td>327</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>338</td>
<td>340</td>
<td>347</td>
<td>350</td>
<td>358</td>
</tr>
<tr>
<td>1</td>
<td>8</td>
<td>P</td>
<td>40</td>
<td></td>
<td>327</td>
<td>341</td>
<td>343</td>
<td>349</td>
<td>357</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>408</td>
<td>410</td>
<td>417</td>
<td>420</td>
<td>428</td>
</tr>
<tr>
<td>1</td>
<td>6</td>
<td>P</td>
<td>40</td>
<td></td>
<td>424</td>
<td>439</td>
<td>441</td>
<td>448</td>
<td>457</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>508</td>
<td>510</td>
<td>518</td>
<td>522</td>
<td>531</td>
</tr>
<tr>
<td>1</td>
<td>9</td>
<td>P</td>
<td>40</td>
<td></td>
<td>456</td>
<td>510</td>
<td>512</td>
<td>519</td>
<td>528</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>538</td>
<td>540</td>
<td>547</td>
<td>551</td>
<td>600</td>
</tr>
<tr>
<td>1</td>
<td>3</td>
<td>P</td>
<td>40</td>
<td></td>
<td>526</td>
<td>540</td>
<td>542</td>
<td>549</td>
<td>558</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>608</td>
<td>610</td>
<td>617</td>
<td>621</td>
<td>630</td>
</tr>
<tr>
<td>1</td>
<td>8</td>
<td>P</td>
<td>40</td>
<td></td>
<td>636</td>
<td>648</td>
<td>650</td>
<td>656</td>
<td>703</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>712</td>
<td>715N</td>
<td>721</td>
<td>724</td>
<td>732</td>
</tr>
<tr>
<td>1</td>
<td>12</td>
<td>P</td>
<td>40</td>
<td></td>
<td>836</td>
<td>848</td>
<td>850</td>
<td>856</td>
<td>903</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>912</td>
<td>915N</td>
<td>921</td>
<td>924</td>
<td>932</td>
</tr>
</tbody>
</table>

b: DH to Allison-Virginia (Sb) (Lw)
s: This trip operates only on school days and is open to the public.
N: NIGHT MEETS – Starting at 7:15P at 15/45 after the hour,
Night Meets will be made at this location.
1W: via West High School
### WEEKDAY

**ROUTE 3** | **Alameda Avenue**
---|---

<table>
<thead>
<tr>
<th>BLOCK PUL/VEH BR.</th>
<th>FROM</th>
<th>TO NEXT</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Fed Alam Alam Alli Alam Alam Alam Linc Alam 1st Adms Alam Alam Altn Alam Cent</td>
<td></td>
</tr>
<tr>
<td>V</td>
<td>CNTR Unio Kipl Virg Virg Sher Fed Stn Stn Alam Linc Univ Ells Colo Mona Clin Hava Sabl</td>
<td>RTE TIME</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>V NUMBER</th>
<th>OUTP</th>
<th>TYPE</th>
<th>TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>FM 3 42</td>
<td>P 40</td>
<td>--</td>
<td>323P</td>
</tr>
<tr>
<td>FM 3 41</td>
<td>P 40</td>
<td>--</td>
<td>603P</td>
</tr>
<tr>
<td>FM 3 48</td>
<td>P 40</td>
<td>--</td>
<td>506P</td>
</tr>
<tr>
<td>FM 3 42</td>
<td>P 40</td>
<td>--</td>
<td>548P</td>
</tr>
<tr>
<td>FM 3 41</td>
<td>P 40</td>
<td>--</td>
<td></td>
</tr>
</tbody>
</table>

**Notes:**
- c: DH to Centrepoint & Sable Gt-F (Lv)
- e: DH to Alameda Station Gt-C (Lv)
- Free running time from Alameda-Kipling to Lakewood Commons.
### ROUTE 3

**Alameda Avenue W-Bound***

---

**WEEKDAY***

<table>
<thead>
<tr>
<th>V NUMBER</th>
<th>OUTP</th>
<th>TYPE</th>
<th>FM</th>
<th>40</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FM 3 42 outP 40</strong></td>
<td>--- &gt;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>FM 3 41 outP 40</strong></td>
<td>--- &gt;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>FM 3 42 P 40</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>FM 3 48 P 40</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>FM 3 41 P 40</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**ROUTE IN EFFECT: Aug 14, 2016**

---

**d:** Arrive in SB stop with destination sign for EB trip.

**k:** Do not arrive at Gate C until :12. Take excess time at Cherokee/Alameda if necessary.

Free running time from Alameda-Sheridan to Allison-Virginia.
<table>
<thead>
<tr>
<th>WEEKDAY</th>
<th>ROUTE 6</th>
<th>East 6th Avenue</th>
<th>IN EFFECT</th>
<th>Page 1 of 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>D</td>
<td>A</td>
<td>FROM 12th - 17th Colf Grnt</td>
<td>6th - 6th Queb Lower - 6th Peor - Abil Cent</td>
<td>TO NEXT</td>
</tr>
<tr>
<td>I</td>
<td>BLOCK PUL/VEH BR.</td>
<td>Lari - Lari - Cali Bdwy - 8th York - Colo - 6th Yose Hava - 6th</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>V NUMBER OUTP TYPE</td>
<td>2nd Sabl</td>
<td>RTE TIME</td>
<td></td>
</tr>
</tbody>
</table>

**FM**  
**B** : DH to 12th - Larimer  
Make 'Z' stops on 15th and 17th Streets.

<table>
<thead>
<tr>
<th>BOUND</th>
<th>FM</th>
<th>WEEKDAY</th>
<th>IN EFFECT</th>
<th>START</th>
<th>PUL TIME</th>
<th>OUTP TIME</th>
<th>TIME</th>
<th>DISPL</th>
<th>TYPE</th>
<th>VEHICLE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>6</td>
<td></td>
<td></td>
<td>037A</td>
<td></td>
<td>040P</td>
<td>064A</td>
<td>160714</td>
<td>1109</td>
<td>40001</td>
</tr>
<tr>
<td></td>
<td>6</td>
<td></td>
<td></td>
<td>047A</td>
<td></td>
<td>040P</td>
<td>064A</td>
<td>160714</td>
<td>1109</td>
<td>40001</td>
</tr>
<tr>
<td></td>
<td>6</td>
<td></td>
<td></td>
<td>057A</td>
<td></td>
<td>040P</td>
<td>064A</td>
<td>160714</td>
<td>1109</td>
<td>40001</td>
</tr>
<tr>
<td></td>
<td>6</td>
<td></td>
<td></td>
<td>067A</td>
<td></td>
<td>040P</td>
<td>064A</td>
<td>160714</td>
<td>1109</td>
<td>40001</td>
</tr>
<tr>
<td></td>
<td>6</td>
<td></td>
<td></td>
<td>077A</td>
<td></td>
<td>040P</td>
<td>064A</td>
<td>160714</td>
<td>1109</td>
<td>40001</td>
</tr>
<tr>
<td></td>
<td>6</td>
<td></td>
<td></td>
<td>087A</td>
<td></td>
<td>040P</td>
<td>064A</td>
<td>160714</td>
<td>1109</td>
<td>40001</td>
</tr>
<tr>
<td></td>
<td>6</td>
<td></td>
<td></td>
<td>097A</td>
<td></td>
<td>040P</td>
<td>064A</td>
<td>160714</td>
<td>1109</td>
<td>40001</td>
</tr>
<tr>
<td></td>
<td>6</td>
<td></td>
<td></td>
<td>107A</td>
<td></td>
<td>040P</td>
<td>064A</td>
<td>160714</td>
<td>1109</td>
<td>40001</td>
</tr>
<tr>
<td></td>
<td>6</td>
<td></td>
<td></td>
<td>117A</td>
<td></td>
<td>040P</td>
<td>064A</td>
<td>160714</td>
<td>1109</td>
<td>40001</td>
</tr>
<tr>
<td></td>
<td>6</td>
<td></td>
<td></td>
<td>127A</td>
<td></td>
<td>040P</td>
<td>064A</td>
<td>160714</td>
<td>1109</td>
<td>40001</td>
</tr>
</tbody>
</table>

---

**FM**  
**B** : DH to 12th - Larimer  
Make 'Z' stops on 15th and 17th Streets.
### WEEKDAY

| ROUTE 6 | East 6th Avenue |

---

**ROUTE IN EFFECT:**

| WEEKDAY | E-Bound |

| *** For Bid *** | **ROUTE 6** | East 6th Avenue | **IN EFFECT** | Aug 14, 2016 | Page 2 of 4 | 1607141546 |

<table>
<thead>
<tr>
<th>D</th>
<th>A</th>
<th>FROM</th>
<th>12th</th>
<th>17th</th>
<th>Colf</th>
<th>Grnt</th>
<th>6th</th>
<th>6th</th>
<th>Queb</th>
<th>Lowr</th>
<th>6th</th>
<th>Peor</th>
<th>Abil</th>
<th>Cent</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>BLOCK</td>
<td>PUL/</td>
<td>VEH</td>
<td>BR.</td>
<td>RTE</td>
<td>Lari</td>
<td>Lari</td>
<td>Cali</td>
<td>Bdwy</td>
<td>8th</td>
<td>York</td>
<td>Colo</td>
<td>6th</td>
<td>Yose</td>
</tr>
<tr>
<td>V</td>
<td>NUMBER</td>
<td>OUTP</td>
<td>TYPE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| FM | 6 35 | P | 40 | 707 | 711 | 717 | 722 | 728 | 735 | 739 | 745 | 751 | 755 | 759 | 807 | 812 | 841P |
| FM | 6 36 | P | 40 | 737 | 741 | 747 | 752 | 757 | 803 | 807 | 812 | 817 | 821 | 824 | 832 | 836 | --- | * |
| FM | 6 3 | P | 40 | 807 | 811 | 817 | 822 | 827 | 833 | 837 | 842 | 847 | 851 | 854 | 902 | 906 | --- | 941P |
| FM | 6 35 | P | 40 | 1007 | 1011 | 1017 | 1021 | 1026 | 1032 | 1036 | 1041 | 1046 | 1050 | 1053 | 1100 | 1104 | --- | * |
| FM | 6 3 | P | 40 | 1107 | 1111 | 1117 | 1121 | 1126 | 1132 | 1136 | 1141 | 1146 | 1150 | 1153 | 1200 | 1204 | --- | * |

---

Make 'Z' stops on 15th and 17th Streets.
**WEEKDAY**

<table>
<thead>
<tr>
<th>D</th>
<th>BLOCK PUL/VEH BR.</th>
<th>FROM</th>
<th>Abil 6th Lowr Queb 8th</th>
<th>6th Linc Colf 15th</th>
<th>12th TO NEXT</th>
</tr>
</thead>
<tbody>
<tr>
<td>FM</td>
<td>1 4 outA 60V</td>
<td>40</td>
<td>439 443 453 457 500 506 515 518 525 529 534 539</td>
<td>557A</td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>2 4 outA 60V</td>
<td>40</td>
<td>509 513 523 527 530 536 545 548 555 559 604 609</td>
<td>627A</td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>6 4 outA 60V</td>
<td>40</td>
<td>539 543 553 557 600 607 616 619 626 630 635 640</td>
<td>655A</td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>10 10 outA 60V</td>
<td>40</td>
<td>554 558 608 612 615 622 631 634 641 645 650 655b 10 725A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>3 4 A 60V</td>
<td>40</td>
<td>609 613 623 627 630 637 646 649 656 700 705 710</td>
<td>725A</td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>6 4 A 60V</td>
<td>40</td>
<td>637 641 652 656 659 707 717 721 729 733 738 744</td>
<td>754A</td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>6 21 outA 60V</td>
<td>40</td>
<td>652 656 707 711 714 722 732 736 744 748 753 759</td>
<td>*in</td>
<td>824A</td>
</tr>
<tr>
<td>FM</td>
<td>6 24 outA 60V</td>
<td>40</td>
<td>722 726 737 741 744 752 802 806 814 818 823 829</td>
<td>*in</td>
<td>854A</td>
</tr>
<tr>
<td>FM</td>
<td>6 2 A 60V</td>
<td>40</td>
<td>737 741 752 756 759 807 817 821 829 833 838 844</td>
<td>854A</td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>6 4 A 60V</td>
<td>40</td>
<td>809 813 824 828 831 839 848 851 859 903 908 914</td>
<td>924A</td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>6 3 A 60V</td>
<td>40</td>
<td>839 843 854 858 901 909 918 921 929 933 938 944</td>
<td>954A</td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>6 6 A 60V</td>
<td>40</td>
<td>909 913 924 928 931 939 948 951 959 1003 1008 1014</td>
<td>1024A</td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>6 2 A 60V</td>
<td>40</td>
<td>939 943 954 957 1000 1007 1016 1019 1026 1030 1035 1041</td>
<td>1054A</td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>6 4 A 60V</td>
<td>40</td>
<td>1009 1013 1024 1027 1030 1037 1046 1049 1056 1100 1105 1111</td>
<td>1124A</td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>6 4 A 60V</td>
<td>40</td>
<td>1039 1043 1054 1057 1100 1107 1116 1119 1126 1130 1135 1141</td>
<td>1153A</td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>6 3 A 60V</td>
<td>40</td>
<td>1109 1113 1124 1127 1130 1137 1146 1149 1156 1200 1205 1211</td>
<td>1223P</td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>6 6 A 60V</td>
<td>40</td>
<td>1139 1143 1154 1157 1200 1207 1216 1219 1226 1230 1235 1241</td>
<td>1252P</td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>6 1 P 60V</td>
<td>40</td>
<td>1209 1213 1224 1227 1230 1237 1246 1249 1256 100 105 111</td>
<td>121P</td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>6 2 P 60V</td>
<td>40</td>
<td>1239 1244 1256 1259 102 109 118 121 128 132 137 143</td>
<td>151P</td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>6 4 P 60V</td>
<td>40</td>
<td>109 114 126 129 132 139 148 151 158 202 207 213</td>
<td>218P</td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>6 3 P 60V</td>
<td>40</td>
<td>139 144 156 159 202 209 218 221 228 232 237 243</td>
<td>300P</td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>6 6 P 60V</td>
<td>40</td>
<td>209 214 226 229 232 239 248 251 258 302 307 313</td>
<td>330P</td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>6 1 P 60V</td>
<td>40</td>
<td>239 244 256 259 302 309 318 321 328 332 338 344</td>
<td>400P</td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>6 2 P 60V</td>
<td>40</td>
<td>309 314 326 329 332 339 348 351 358 402 408 414</td>
<td>430P</td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>6 4 P 60V</td>
<td>40</td>
<td>339 344 356 359 402 410 419 422 430 434 440 446</td>
<td>500P</td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>6 3 P 60V</td>
<td>40</td>
<td>409 414 426 429 432 440 449 452 500 504 510 516</td>
<td>530P</td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>6 3 P 60V</td>
<td>40</td>
<td>439 444 455 458 501 509 518 521 528 532 538 544</td>
<td>600P</td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>6 3 P 60V</td>
<td>40</td>
<td>509 514 525 528 531 538 546 549 556 600 605 611</td>
<td>637P</td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>6 35 P 60V</td>
<td>40</td>
<td>539 544 555 558 601 608 616 619 626 630 635 641</td>
<td>707P</td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>6 36 P 60V</td>
<td>40</td>
<td>609 614 625 628 631 637 644 647 653 657 702 707</td>
<td>737P</td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>6 3 P 60V</td>
<td>40</td>
<td>639 644 655 658 701 707 714 717 723 727 732 737</td>
<td>807P</td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>6 6 P 60V</td>
<td>40</td>
<td>709 714 725 728 731 737 744 747 753 757 802 807</td>
<td>*in</td>
<td>897P</td>
</tr>
<tr>
<td>FM</td>
<td>6 35 P 60V</td>
<td>40</td>
<td>841 845 855 858 901 907 914 917 923 927 932 937</td>
<td>1007P</td>
<td></td>
</tr>
</tbody>
</table>

---

b: DH to Elitch Gardens

Make 'Z' stops on 15th and 17th Streets.

Free running time from Lincoln-9th on trips terminating at 15th/Champa or at Chestnut/17th.

---

**WEEKDAY**

| ROUTE 6 | East 6th Avenue | IN EFFECT | Aug 14, 2016 | Page 3 of 4 | 1607141546 |
WEEKDAY | ROUTE 6 | East 6th Avenue | IN EFFECT | Aug 14, 2016 | Page 4 of 4 | 1607141546
---|---|---|---|---|---|---
*** For Bid *** | W-Bound | | | | | 
D | A | FROM | Cent | Abil | 6th | 6th | Lowr | Queb | 8th | 8th | Linc Colf | 15th | 12th | TO | NEXT |
I | BLOCK PUL/ | VEH BR. | RTE | Sabl | 2nd | Peor | Hava | Yose | 6th | Colo | York | 9th | Bdwy | Cham | Lari | RTE | TIME |
V | NUMBER OUTP | TYPE | Gt-H | (Lv) | | | | | | | | | | | | | | | 
FM | 6 | 3 | P | 40 | | | | | 941 | 945 | 955 | 958 | 1001 | 1007 | 1014 | 1017 | 1023 | 1027 | 1032 | 1037 | 1107P |

Make 'Z' stops on 15th and 17th Streets.
Free running time from Lincoln-9th on trips terminating at 15th/Champa or at Chestnut/17th.
**WEEKDAY**  
**ROUTE 8** North Broadway / Huron  
**IN EFFECT** Aug 14, 2016

<table>
<thead>
<tr>
<th><strong>D</strong></th>
<th><strong>A</strong></th>
<th><strong>FROM</strong></th>
<th><strong>TO</strong></th>
<th><strong>RTE</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>FM</td>
<td>8</td>
<td>3 outA</td>
<td>40</td>
<td>--- &gt;</td>
</tr>
<tr>
<td>FM</td>
<td>8</td>
<td>2</td>
<td>A</td>
<td>40</td>
</tr>
<tr>
<td>FM</td>
<td>8</td>
<td>1</td>
<td>A</td>
<td>40</td>
</tr>
<tr>
<td>FM</td>
<td>8</td>
<td>4</td>
<td>A</td>
<td>40</td>
</tr>
<tr>
<td>FM</td>
<td>8</td>
<td>5</td>
<td>A</td>
<td>40</td>
</tr>
<tr>
<td>FM</td>
<td>8</td>
<td>3</td>
<td>A</td>
<td>40</td>
</tr>
<tr>
<td>FM</td>
<td>8</td>
<td>6</td>
<td>A</td>
<td>40</td>
</tr>
<tr>
<td>FM</td>
<td>8</td>
<td>2</td>
<td>A</td>
<td>40</td>
</tr>
<tr>
<td>FM</td>
<td>8</td>
<td>4</td>
<td>A</td>
<td>40</td>
</tr>
<tr>
<td>FM</td>
<td>8</td>
<td>3</td>
<td>A</td>
<td>40</td>
</tr>
<tr>
<td>FM</td>
<td>8</td>
<td>2</td>
<td>P</td>
<td>40</td>
</tr>
<tr>
<td>FM</td>
<td>8</td>
<td>4</td>
<td>P</td>
<td>40</td>
</tr>
<tr>
<td>FM</td>
<td>8</td>
<td>3</td>
<td>P</td>
<td>40</td>
</tr>
<tr>
<td>FM</td>
<td>8</td>
<td>9</td>
<td>outP</td>
<td>40</td>
</tr>
<tr>
<td>FM</td>
<td>8</td>
<td>2</td>
<td>P</td>
<td>40</td>
</tr>
<tr>
<td>FM</td>
<td>8</td>
<td>7</td>
<td>P</td>
<td>40</td>
</tr>
<tr>
<td>FM</td>
<td>8</td>
<td>4</td>
<td>P</td>
<td>40</td>
</tr>
<tr>
<td>FM</td>
<td>8</td>
<td>9</td>
<td>P</td>
<td>40</td>
</tr>
<tr>
<td>FM</td>
<td>8</td>
<td>3</td>
<td>P</td>
<td>40</td>
</tr>
<tr>
<td>FM</td>
<td>8</td>
<td>8</td>
<td>P</td>
<td>40</td>
</tr>
<tr>
<td>FM</td>
<td>8</td>
<td>2</td>
<td>P</td>
<td>40</td>
</tr>
<tr>
<td>FM</td>
<td>8</td>
<td>4</td>
<td>P</td>
<td>40</td>
</tr>
<tr>
<td>FM</td>
<td>8</td>
<td>2</td>
<td>P</td>
<td>40</td>
</tr>
<tr>
<td>FM</td>
<td>8</td>
<td>4</td>
<td>P</td>
<td>40</td>
</tr>
</tbody>
</table>

---

**WEEKDAY**  
**ROUTE 8** North Broadway / Huron  
**IN EFFECT** Aug 14, 2016

b: DH to Wagon Road PnR Gt-H (Lv)
Make 'Z' Stops on 15th Street.
### S-Bound

**WEEKDAY**

<table>
<thead>
<tr>
<th>FROM</th>
<th>RTE</th>
<th>ROAD</th>
<th>ROAD</th>
<th>TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orch</td>
<td>144</td>
<td>136</td>
<td>106</td>
<td>Huro 84th Bdwg Bdwg 51st PKAW 13th</td>
</tr>
<tr>
<td>Wagn</td>
<td></td>
<td></td>
<td>70th</td>
<td></td>
</tr>
<tr>
<td>Wagn</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**VEH BR.**

<table>
<thead>
<tr>
<th>GT-F</th>
<th>GT-F</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Ar)</td>
<td>(Lv)</td>
</tr>
</tbody>
</table>

**NUMBER**

<table>
<thead>
<tr>
<th>OUT</th>
<th>IN PUL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**BLOCK**

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TYPE**

<table>
<thead>
<tr>
<th>WEEKDAY</th>
<th>BR.</th>
</tr>
</thead>
<tbody>
<tr>
<td>S-bound</td>
<td></td>
</tr>
</tbody>
</table>

**ROUTE 8**

<table>
<thead>
<tr>
<th>NORTH BROADWAY / HURON</th>
</tr>
</thead>
<tbody>
<tr>
<td>1607141546</td>
</tr>
</tbody>
</table>

**IN EFFECT** Aug 14, 2016

**PAGE 2 OF 2**

--- **For Bid** ---

**Free running time from Park AveW-Globeville Rd to 13th-Welton.**

--- **Watch for passengers transferring from Route 120X due at about the same time, thank you.**
### WEEKDAY ROUTE 10 East 12th Avenue

<table>
<thead>
<tr>
<th><strong>E-Bound</strong></th>
<th><strong>IN EFFECT</strong> Aug 14, 2016 Page 1 of 6 1607141546</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>D BLOCK</strong></td>
<td><strong>FROM</strong></td>
</tr>
<tr>
<td><strong>A V NUMBER</strong></td>
<td><strong>PUL/ VEH BR.</strong></td>
</tr>
<tr>
<td><strong>FM 10</strong></td>
<td><strong>3 outA 40</strong></td>
</tr>
<tr>
<td><strong>FM 10</strong></td>
<td><strong>21 A 40</strong></td>
</tr>
<tr>
<td><strong>FM 10</strong></td>
<td><strong>6 outA 40</strong></td>
</tr>
<tr>
<td><strong>FM 10</strong></td>
<td><strong>2 A 40</strong></td>
</tr>
<tr>
<td><strong>FM 10</strong></td>
<td><strong>8 outA 40</strong></td>
</tr>
<tr>
<td><strong>FM 10</strong></td>
<td><strong>4 A 40</strong></td>
</tr>
<tr>
<td><strong>FM 10</strong></td>
<td><strong>7 A 40</strong></td>
</tr>
<tr>
<td><strong>FM 10</strong></td>
<td><strong>10 A 40</strong></td>
</tr>
<tr>
<td><strong>FM 10</strong></td>
<td><strong>6 A 40</strong></td>
</tr>
<tr>
<td><strong>FM 10</strong></td>
<td><strong>3 A 40</strong></td>
</tr>
<tr>
<td><strong>FM 10</strong></td>
<td><strong>8 A 40</strong></td>
</tr>
<tr>
<td><strong>FM 10</strong></td>
<td><strong>9 A 40</strong></td>
</tr>
<tr>
<td><strong>FM 10</strong></td>
<td><strong>4 A 40</strong></td>
</tr>
<tr>
<td><strong>FM 10</strong></td>
<td><strong>5 A 40</strong></td>
</tr>
<tr>
<td><strong>FM 10</strong></td>
<td><strong>10 A 40</strong></td>
</tr>
<tr>
<td><strong>FM 10</strong></td>
<td><strong>2 A 40</strong></td>
</tr>
<tr>
<td><strong>FM 10</strong></td>
<td><strong>3 A 40</strong></td>
</tr>
<tr>
<td><strong>FM 10</strong></td>
<td><strong>1 A 40</strong></td>
</tr>
<tr>
<td><strong>FM 10</strong></td>
<td><strong>9 A 40</strong></td>
</tr>
<tr>
<td><strong>FM 10</strong></td>
<td><strong>7 A 40</strong></td>
</tr>
<tr>
<td><strong>FM 10</strong></td>
<td><strong>5 A 40</strong></td>
</tr>
<tr>
<td><strong>FM 10</strong></td>
<td><strong>6 A 40</strong></td>
</tr>
<tr>
<td><strong>FM 10</strong></td>
<td><strong>2 A 40</strong></td>
</tr>
<tr>
<td><strong>FM 10</strong></td>
<td><strong>8 A 40</strong></td>
</tr>
<tr>
<td><strong>FM 10</strong></td>
<td><strong>1 A 40</strong></td>
</tr>
<tr>
<td><strong>FM 10</strong></td>
<td><strong>4 A 40</strong></td>
</tr>
<tr>
<td><strong>FM 10</strong></td>
<td><strong>7 P 40</strong></td>
</tr>
<tr>
<td><strong>FM 10</strong></td>
<td><strong>10 P 40</strong></td>
</tr>
<tr>
<td><strong>FM 10</strong></td>
<td><strong>6 P 40</strong></td>
</tr>
<tr>
<td><strong>FM 10</strong></td>
<td><strong>3 P 40</strong></td>
</tr>
<tr>
<td><strong>FM 10</strong></td>
<td><strong>8 P 40</strong></td>
</tr>
<tr>
<td><strong>FM 10</strong></td>
<td><strong>9 P 40</strong></td>
</tr>
<tr>
<td><strong>FM 10</strong></td>
<td><strong>4 P 40</strong></td>
</tr>
<tr>
<td><strong>FM 10</strong></td>
<td><strong>5 P 40</strong></td>
</tr>
<tr>
<td><strong>FM 10</strong></td>
<td><strong>10 P 40</strong></td>
</tr>
</tbody>
</table>

**Make 'Y' stops on 15th and 17th Streets.**
```
<table>
<thead>
<tr>
<th>WEEKDAY</th>
<th>ROUTE 10</th>
<th>East 12th Avenue</th>
<th>IN EFFECT Aug 14, 2016 Page 2 of 6 1607141546</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-Bound</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>A</td>
<td>FROM Colf Wtr Elit 15th 17th 17th Bdy 12th 12th 9th 9th Queb 11th Peer Delm 6th CCA</td>
<td>TO NEXT</td>
</tr>
<tr>
<td>I</td>
<td>BLOCK PUL/VEH BR.</td>
<td>7th Grdn Delg Lari Stou 14th Penn York Clrm Clrm 11th Hava Delm Pari Chmb (Wb) RTE TIME</td>
<td></td>
</tr>
<tr>
<td>V</td>
<td>NUMBER OUTP TYPE</td>
<td>(Lv)</td>
<td>(Eb)</td>
</tr>
<tr>
<td>FM 10 2</td>
<td>P 40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FM 10 3</td>
<td>P 40</td>
<td>235</td>
<td>240</td>
</tr>
<tr>
<td>FM 10 1</td>
<td>P 40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FM 10 9</td>
<td>P 40</td>
<td>305</td>
<td>310</td>
</tr>
<tr>
<td>FM 10 7</td>
<td>P 40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FM 10 5</td>
<td>P 40</td>
<td>335</td>
<td>340</td>
</tr>
<tr>
<td>FM 10 6</td>
<td>P 40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FM 10 31 out P 40</td>
<td>--</td>
<td>--</td>
<td>358</td>
</tr>
<tr>
<td>FM 10 2</td>
<td>P 40</td>
<td>401</td>
<td>406</td>
</tr>
<tr>
<td>FM 10 32 out P 40</td>
<td>--</td>
<td>--</td>
<td>419</td>
</tr>
<tr>
<td>FM 10 8</td>
<td>P 40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FM 10 1</td>
<td>P 40</td>
<td>430</td>
<td>435</td>
</tr>
<tr>
<td>FM 10 4</td>
<td>P 40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FM 10 34</td>
<td>P 40</td>
<td>31</td>
<td>444</td>
</tr>
<tr>
<td>FM 10 7</td>
<td>P 40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FM 10 33</td>
<td>P 40</td>
<td>55L</td>
<td>500</td>
</tr>
<tr>
<td>FM 10 10</td>
<td>P 40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FM 55L 72</td>
<td>P 40</td>
<td>55L</td>
<td>--</td>
</tr>
<tr>
<td>FM 10 6</td>
<td>P 40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FM 10 3</td>
<td>P 40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FM 10 1</td>
<td>P 40</td>
<td>608</td>
<td>610</td>
</tr>
<tr>
<td>FM 10 32</td>
<td>P 40</td>
<td>617</td>
<td>622</td>
</tr>
<tr>
<td>FM 10 10</td>
<td>P 40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FM 10 4</td>
<td>P 40</td>
<td>647</td>
<td>652</td>
</tr>
<tr>
<td>FM 10 31</td>
<td>P 40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FM 10 8</td>
<td>P 40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FM 10 33</td>
<td>P 40</td>
<td>927</td>
<td>931</td>
</tr>
<tr>
<td>FM 10 6</td>
<td>P 40</td>
<td>957</td>
<td>1001</td>
</tr>
<tr>
<td>FM 10 8</td>
<td>P 40</td>
<td>1027</td>
<td>1031</td>
</tr>
</tbody>
</table>

b : DH to Lincoln-16th Staging

c : DH to Elitch Gardens

d : If no passengers on board, proceed directly to garage via L - 6th Ave, L to I-225 (N).

N : NIGHT MEETS - Starting at 7:15P at 15/45 after the hour, Night Meets will be made at this location.

Make 'Y' stops on 15th and 17th Streets.
### WEEKDAY

<table>
<thead>
<tr>
<th>BLOCK PUL/ VEH BR.</th>
<th>RTE</th>
<th>FROM</th>
<th>TO</th>
<th>V NUMBER</th>
<th>OUTP</th>
<th>TYPE</th>
<th>FM</th>
<th>P</th>
<th>V NUMBER</th>
<th>OUTP</th>
<th>TYPE</th>
<th>FM</th>
<th>P</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Colf</td>
<td>Wat</td>
<td>Gt-A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Watr</td>
<td>Elit</td>
<td>7th</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Watr</td>
<td>Elit</td>
<td>15th</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Elit</td>
<td>9th</td>
<td>17th</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Elit</td>
<td>9th</td>
<td>17th</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>9th</td>
<td>Queb</td>
<td>11th</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>9th</td>
<td>Queb</td>
<td>11th</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>6th</td>
<td>Delm</td>
<td>CCA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>6th</td>
<td>Delm</td>
<td>CCA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**E-Bound**

<table>
<thead>
<tr>
<th>D</th>
<th>A</th>
<th>E-Bound</th>
<th>IN EFFECT Aug 14, 2016</th>
<th>Page 3 of 6</th>
</tr>
</thead>
</table>

```
*** For Bid ***

FROM Colf Watr Elit 15th 17th 17th Bdwy 12th 12th 9th 9th Queb 11th Peor Delm 6th CCA TO NEXT

<table>
<thead>
<tr>
<th>WEEKDAY</th>
<th>ROUTE 10</th>
<th>East 12th Avenue</th>
<th>IN EFFECT Aug 14, 2016</th>
<th>Page 3 of 6</th>
</tr>
</thead>
</table>

ROUTE IN EFFECT: 1546 160714.

ROUTE

<table>
<thead>
<tr>
<th>WEEKDAY</th>
<th>E-Bound</th>
<th>ROUTE 10</th>
<th>East 12th Avenue</th>
<th>Page 3 of 6</th>
</tr>
</thead>
</table>

NIGHT MEETS - Starting at 7:15P at 15/45 after the hour, Night Meets will be made at this location.

Make 'Y' stops on 15th and 17th Streets.
*** For Bid ***

<table>
<thead>
<tr>
<th>W-Bound</th>
<th>FROM</th>
<th>CCA</th>
<th>6th Delm</th>
<th>Peor 11th Queb</th>
<th>9th Colo</th>
<th>12th Colf</th>
<th>15th 15th Elit Colf</th>
<th>TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>FM 10 21 outA 40</td>
<td>---&gt;</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>450</td>
<td>452</td>
</tr>
<tr>
<td>FM 10 2 outA 40</td>
<td>---&gt;</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>520</td>
<td>522</td>
</tr>
<tr>
<td>FM 10 1 outA 40</td>
<td>---&gt;</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>516</td>
<td>522</td>
<td>529</td>
</tr>
<tr>
<td>FM 10 24 outA 40</td>
<td>---&gt;</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>555</td>
<td>557</td>
</tr>
<tr>
<td>FM 10 4 outA 40</td>
<td>---&gt;</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>546</td>
<td>552</td>
</tr>
<tr>
<td>FM 10 7 outA 40</td>
<td>---&gt;</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>620</td>
<td>622</td>
</tr>
<tr>
<td>FM 10 5 outA 40</td>
<td>---&gt;</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>600</td>
<td>607</td>
</tr>
<tr>
<td>FM 10 6 A 40</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>639</td>
<td>641</td>
</tr>
<tr>
<td>FM 10 3 A 40</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>623</td>
<td>624</td>
<td>630</td>
</tr>
<tr>
<td>FM 10 35 outA 40</td>
<td>---&gt;</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>700</td>
<td>702</td>
</tr>
<tr>
<td>FM 10 9 A 40</td>
<td>--</td>
<td>--</td>
<td>52</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>719</td>
<td>721</td>
</tr>
<tr>
<td>FM 10 4 A 40</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>738</td>
<td>740</td>
</tr>
<tr>
<td>FM 10 24 A 40</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>757</td>
<td>806</td>
</tr>
<tr>
<td>FM 10 5 A 40</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>753</td>
<td>755</td>
</tr>
<tr>
<td>FM 10 21 A 40</td>
<td>722</td>
<td>725</td>
<td>--</td>
<td>733</td>
<td>739</td>
<td>748</td>
<td>800</td>
<td>802</td>
</tr>
<tr>
<td>FM 10 10 A 40</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>811</td>
<td>813</td>
</tr>
<tr>
<td>FM 10 1 A 40</td>
<td>824</td>
<td>827</td>
<td>--</td>
<td>835</td>
<td>841</td>
<td>850</td>
<td>902</td>
<td>904</td>
</tr>
<tr>
<td>FM 10 9 A 40</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>918</td>
<td>920</td>
</tr>
<tr>
<td>FM 10 7 A 40</td>
<td>858</td>
<td>901</td>
<td>--</td>
<td>909</td>
<td>914</td>
<td>922</td>
<td>933</td>
<td>935</td>
</tr>
<tr>
<td>FM 10 5 A 40</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>948</td>
<td>950</td>
</tr>
<tr>
<td>FM 10 6 A 40</td>
<td>928</td>
<td>931</td>
<td>--</td>
<td>939</td>
<td>944</td>
<td>952</td>
<td>1003</td>
<td>1005</td>
</tr>
<tr>
<td>FM 10 2 A 40</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>1018</td>
<td>1020</td>
</tr>
<tr>
<td>FM 10 8 A 40</td>
<td>958</td>
<td>1001</td>
<td>--</td>
<td>1009</td>
<td>1014</td>
<td>1022</td>
<td>1033</td>
<td>1035</td>
</tr>
<tr>
<td>FM 10 1 A 40</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>1048</td>
<td>1050</td>
</tr>
<tr>
<td>FM 10 4 A 40</td>
<td>1028</td>
<td>1031</td>
<td>--</td>
<td>1039</td>
<td>1044</td>
<td>1052</td>
<td>1103</td>
<td>1105</td>
</tr>
<tr>
<td>FM 10 7 A 40</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>1118</td>
<td>1120</td>
</tr>
<tr>
<td>FM 10 10 A 40</td>
<td>1058</td>
<td>1101</td>
<td>--</td>
<td>1109</td>
<td>1114</td>
<td>1122</td>
<td>1133</td>
<td>1135</td>
</tr>
<tr>
<td>FM 10 6 A 40</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>1148</td>
<td>1150</td>
</tr>
</tbody>
</table>

---

b : DH to 9th-Clermont (Wb)
c : DH to 12th-Josephine

Free running time from 15th-Stout to terminal.
Make 'Y' stops on 15th and 17th Streets.
### WEEKDAY

<table>
<thead>
<tr>
<th>D</th>
<th>A</th>
<th>FROM</th>
<th>CCA</th>
<th>6th Delm Peor 11th Queb</th>
<th>9th Colo 12th 12th Colf 15th 15th Elit Colf</th>
<th>TO NEXT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>BLOC</td>
<td>PUL/</td>
<td>VEH BR.</td>
<td>RTE (Wb)</td>
<td>Chmb Pari Delm Hava 11th Clrm</td>
</tr>
<tr>
<td></td>
<td></td>
<td>____</td>
<td>___</td>
<td>______</td>
<td>_______</td>
<td>__________</td>
</tr>
<tr>
<td>FM</td>
<td>10</td>
<td>3</td>
<td>P</td>
<td>40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>8</td>
<td>P</td>
<td>40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>9</td>
<td>P</td>
<td>40</td>
<td>1158</td>
<td>1201</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>4</td>
<td>P</td>
<td>40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>5</td>
<td>P</td>
<td>40</td>
<td>1228</td>
<td>1231</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>10</td>
<td>P</td>
<td>40</td>
<td>126</td>
<td>129</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>2</td>
<td>P</td>
<td>40</td>
<td>1258</td>
<td>101</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>3</td>
<td>P</td>
<td>40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>126</td>
<td>129</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>7</td>
<td>P</td>
<td>40</td>
<td>156</td>
<td>159</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>5</td>
<td>P</td>
<td>40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>6</td>
<td>P</td>
<td>40</td>
<td>221</td>
<td>224</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>2</td>
<td>P</td>
<td>40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>8</td>
<td>P</td>
<td>40</td>
<td>251</td>
<td>254</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>4</td>
<td>P</td>
<td>40</td>
<td>321</td>
<td>324</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>7</td>
<td>P</td>
<td>40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>10</td>
<td>P</td>
<td>40</td>
<td>351</td>
<td>354</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>6</td>
<td>P</td>
<td>40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>3</td>
<td>P</td>
<td>40</td>
<td>422</td>
<td>425</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>32</td>
<td>P</td>
<td>40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>9</td>
<td>P</td>
<td>40</td>
<td>452</td>
<td>455</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>4</td>
<td>P</td>
<td>40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>5</td>
<td>P</td>
<td>40</td>
<td>526</td>
<td>529</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>546</td>
<td>549</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>8</td>
<td>P</td>
<td>40</td>
<td>617</td>
<td>620</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>33</td>
<td>P</td>
<td>40</td>
<td>647</td>
<td>650</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>6</td>
<td>P</td>
<td>40</td>
<td>717</td>
<td>720</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>8</td>
<td>P</td>
<td>40</td>
<td>818</td>
<td>826</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>33</td>
<td>P</td>
<td>40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>33</td>
<td>P</td>
<td>40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>6</td>
<td>P</td>
<td>40</td>
<td>--</td>
<td>--</td>
</tr>
</tbody>
</table>

**W-Bound**

<table>
<thead>
<tr>
<th>V NUMBER OUTP</th>
<th>TYPE</th>
<th>GT-A</th>
</tr>
</thead>
<tbody>
<tr>
<td>--</td>
<td>40</td>
<td>--</td>
</tr>
<tr>
<td>--</td>
<td>40</td>
<td>--</td>
</tr>
<tr>
<td>--</td>
<td>40</td>
<td>--</td>
</tr>
<tr>
<td>--</td>
<td>40</td>
<td>--</td>
</tr>
<tr>
<td>--</td>
<td>40</td>
<td>--</td>
</tr>
<tr>
<td>--</td>
<td>40</td>
<td>--</td>
</tr>
<tr>
<td>--</td>
<td>40</td>
<td>--</td>
</tr>
<tr>
<td>--</td>
<td>40</td>
<td>--</td>
</tr>
<tr>
<td>--</td>
<td>40</td>
<td>--</td>
</tr>
<tr>
<td>--</td>
<td>40</td>
<td>--</td>
</tr>
<tr>
<td>--</td>
<td>40</td>
<td>--</td>
</tr>
<tr>
<td>--</td>
<td>40</td>
<td>--</td>
</tr>
</tbody>
</table>

### WEEKDAY

**ROUTE 10**

**East 12th Avenue**

*IN EFFECT Aug 14, 2016 Page 5 of 6 1607141546*

---

Free running time from 15th-Stout to terminal.

Make 'Y' stops on 15th and 17th Streets.
<table>
<thead>
<tr>
<th>V NUMBER</th>
<th>OUTP</th>
<th>TIME</th>
<th>TYPE</th>
</tr>
</thead>
<tbody>
<tr>
<td>FM 39L</td>
<td>40 A</td>
<td>0400</td>
<td>40</td>
</tr>
<tr>
<td>FM 120</td>
<td>12 A</td>
<td>0400</td>
<td>40</td>
</tr>
<tr>
<td>FM 12</td>
<td>52 A</td>
<td>0400</td>
<td>40</td>
</tr>
<tr>
<td>FM 12</td>
<td>52 P</td>
<td>0400</td>
<td>40</td>
</tr>
<tr>
<td>FM 12</td>
<td>51 P</td>
<td>0400</td>
<td>40</td>
</tr>
<tr>
<td>FM 12</td>
<td>52 P</td>
<td>0400</td>
<td>40</td>
</tr>
<tr>
<td>FM 12</td>
<td>51 P</td>
<td>0400</td>
<td>40</td>
</tr>
</tbody>
</table>

---

**FREE RUNNING TIME** from Downing-Evans to Louisiana Station to assist customers with transfer connections.

e: DH to Summit Grove Pkwy-Harrison
f: DH to Prairie Center - 27th Ave (Lv)
q: Watch for passengers transferring from westbound route 15 or 15L buses due at this same time
### For Bid

**ROUTE 12**  
**Downing / N Washington**  

**WEEKDAY**  

<table>
<thead>
<tr>
<th>ROUTE</th>
<th>FROM</th>
<th>TO</th>
<th>V NUMBER</th>
<th>OUTP</th>
<th>TYPE</th>
<th>FREE RUNNING TIME</th>
</tr>
</thead>
</table>
| S-Bound | **W**: Watch for transfers here with Rte 11 Wb due at same time.  
**a**: If Gate D is occupied at Englewood Station, discharge passengers at Gate A.  
**e**: If empty at Girard/Lincoln, Ok to turn short at Broadway and pull-into garage.  
**FREE RUNNING TIME** from Downing-Alameda to Louisiana Stn to assist customers with connections. |
Operators arriving on trips that are scheduled to proceed to Staging or to a deadhead may discharge passengers at any Gate A-2 through A-5 instead of at Gate E-1.
<table>
<thead>
<tr>
<th>WEEKDAY</th>
<th>ROUTE 14</th>
<th>West Florida Avenue</th>
<th>IN EFFECT</th>
<th>Aug 14, 2016</th>
<th>Page 2 of 2</th>
<th>1607141546</th>
</tr>
</thead>
<tbody>
<tr>
<td>*** For Bid ***</td>
<td>W-Bound</td>
<td>Route 14 West Florida Avenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WEEKDAY</th>
<th>ROUTE 14</th>
<th>West Florida Avenue</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>D</th>
<th>A</th>
<th>V NUMBER</th>
<th>OUTP</th>
<th>TYPE</th>
<th>FROM</th>
<th>I-25</th>
<th>Miss</th>
<th>Fed</th>
<th>Flor</th>
<th>Wad</th>
<th>Alli</th>
<th>TO</th>
<th>NEXT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>D</td>
<td>A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| FM | 1 4 | A | 40 | 621 | 628 | 632 | 639 | 643 | 646 | 651b | 707A |
| FM | 1 3 | A | 40 | 721 | 728 | 732 | 739 | 743 | 746 | 751b | 807A |
| FM | 1 5 | A | 40 | 751 | 758 | 802 | 809 | 813 | 816 | 821b | 837A |
| FM | 1 8 | A | 40 | 824 | 831 | 835 | 842 | 846 | 849 | 854b | 907A |
| FM | 1 6 | A | 40 | 924 | 931 | 935 | 942 | 946 | 949 | 954b | 1007A |
| FM | 1 9 | A | 40 | 954 | 1001 | 1005 | 1012 | 1016 | 1019 | 1024b | 1037A |
| FM | 1 4 | A | 40 | 1054 | 1101 | 1105 | 1112 | 1116 | 1119 | 1124b | 1137A |
| FM | 1 3 | A | 40 | 1154 | 1201 | 1205 | 1212 | 1216 | 1219 | 1224b | 1237P |
| FM | 1 5 | P | 40 | 1224 | 1231 | 1235 | 1242 | 1246 | 1249 | 1254b | 107P |
| FM | 1 8 | P | 40 | 1254 | 101 | 105 | 112 | 116 | 119 | 124b | 137P |
| FM | 1 6 | P | 40 | 154 | 201 | 205 | 213 | 217 | 220 | 225b | 237P |
| FM | 1 9 | P | 40 | 224 | 233 | 237 | 246 | 250 | 253 | 258b | 307P |
| FM | 1 4 | P | 40 | 324 | 333 | 337 | 346 | 350 | 353 | 358c | 39L 444P |
| FM | 1 12 | P | 40 | 454 | 504 | 508 | 516 | 520 | 523 | 528 | 537P |
| FM | 1 12 | P | 40 | 624 | 631 | 635 | 643 | 646 | 650 | 655b | 703P |

b : DH to Allison-Virginia (Sb) (Lv)
c : DH to Union Station Gate B14 (Ar)
<table>
<thead>
<tr>
<th>D</th>
<th>A</th>
<th>FROM</th>
<th>Red</th>
<th>Fed</th>
<th>TO NEXT</th>
<th>RTE</th>
<th>Cntr</th>
<th>Rock</th>
<th>Gt-C</th>
<th>RTE TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>FM 17</td>
<td>1</td>
<td>A</td>
<td>40</td>
<td>554</td>
<td>603</td>
<td>607A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 17</td>
<td>1</td>
<td>A</td>
<td>40</td>
<td>624</td>
<td>633</td>
<td>637A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 17</td>
<td>1</td>
<td>A</td>
<td>40</td>
<td>654</td>
<td>703</td>
<td>707A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 17</td>
<td>1</td>
<td>A</td>
<td>40</td>
<td>724</td>
<td>733</td>
<td>737A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 17</td>
<td>1</td>
<td>A</td>
<td>40</td>
<td>754</td>
<td>803</td>
<td>807A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 17</td>
<td>1</td>
<td>A</td>
<td>40</td>
<td>824</td>
<td>833</td>
<td>837A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 17</td>
<td>1</td>
<td>A</td>
<td>40</td>
<td>854</td>
<td>903</td>
<td>907A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 17</td>
<td>1</td>
<td>A</td>
<td>40</td>
<td>924</td>
<td>933</td>
<td>937A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 17</td>
<td>1</td>
<td>A</td>
<td>40</td>
<td>954</td>
<td>1003</td>
<td>1007A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 17</td>
<td>1</td>
<td>A</td>
<td>40</td>
<td>1024</td>
<td>1033</td>
<td>1037A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 17</td>
<td>1</td>
<td>A</td>
<td>40</td>
<td>1054</td>
<td>1103</td>
<td>1107A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 17</td>
<td>1</td>
<td>A</td>
<td>40</td>
<td>1124</td>
<td>1133</td>
<td>1137A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 17</td>
<td>1</td>
<td>A</td>
<td>40</td>
<td>1154</td>
<td>1203</td>
<td>1207P</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 17</td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>1224</td>
<td>1233</td>
<td>1237P</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 17</td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>1254</td>
<td>103</td>
<td>107P</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 17</td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>124</td>
<td>133</td>
<td>137P</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 17</td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>154</td>
<td>203</td>
<td>207P</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 17</td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>224</td>
<td>233</td>
<td>237P</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 17</td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>254</td>
<td>303</td>
<td>307P</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 17</td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>324</td>
<td>333</td>
<td>337P</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 17</td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>354</td>
<td>402</td>
<td>407P</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 17</td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>424</td>
<td>432</td>
<td>437P</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 17</td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>454</td>
<td>502</td>
<td>507P</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 17</td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>524</td>
<td>532</td>
<td>537P</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 17</td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>554</td>
<td>602</td>
<td>607P</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 17</td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>624</td>
<td>632</td>
<td>637P</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 17</td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>654</td>
<td>702</td>
<td>707P</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 17</td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>724</td>
<td>732</td>
<td>737P</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 17</td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>809</td>
<td>817</td>
<td>817P</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>DAY</td>
<td>NUMBER</td>
<td>OUTP</td>
<td>TYPE</td>
<td>FROM</td>
<td>RED ARTU</td>
<td>4TH ARTU</td>
<td>RED</td>
<td>TO</td>
<td>NEXT</td>
</tr>
<tr>
<td>-----</td>
<td>-----</td>
<td>--------</td>
<td>------</td>
<td>------</td>
<td>------</td>
<td>----------</td>
<td>----------</td>
<td>-----</td>
<td>----</td>
<td>------</td>
</tr>
<tr>
<td>17</td>
<td></td>
<td>1</td>
<td>outA</td>
<td>40</td>
<td>537</td>
<td>545</td>
<td>546</td>
<td>549</td>
<td>552</td>
<td>553</td>
</tr>
<tr>
<td>17</td>
<td></td>
<td>1</td>
<td>A</td>
<td>40</td>
<td>607</td>
<td>615</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>17</td>
<td></td>
<td>1</td>
<td>A</td>
<td>40</td>
<td>637</td>
<td>645</td>
<td>646</td>
<td>649</td>
<td>652</td>
<td>653</td>
</tr>
<tr>
<td>17</td>
<td></td>
<td>1</td>
<td>A</td>
<td>40</td>
<td>707</td>
<td>715</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>17</td>
<td></td>
<td>1</td>
<td>A</td>
<td>40</td>
<td>737</td>
<td>745</td>
<td>746</td>
<td>749</td>
<td>752</td>
<td>753</td>
</tr>
<tr>
<td>17</td>
<td></td>
<td>1</td>
<td>A</td>
<td>40</td>
<td>807</td>
<td>815</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>17</td>
<td></td>
<td>1</td>
<td>A</td>
<td>40</td>
<td>837</td>
<td>845</td>
<td>846</td>
<td>849</td>
<td>852</td>
<td>853</td>
</tr>
<tr>
<td>17</td>
<td></td>
<td>1</td>
<td>A</td>
<td>40</td>
<td>907</td>
<td>915</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>17</td>
<td></td>
<td>1</td>
<td>A</td>
<td>40</td>
<td>937</td>
<td>945</td>
<td>946</td>
<td>949</td>
<td>952</td>
<td>953</td>
</tr>
<tr>
<td>17</td>
<td></td>
<td>1</td>
<td>A</td>
<td>40</td>
<td>1007</td>
<td>1015</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>17</td>
<td></td>
<td>1</td>
<td>A</td>
<td>40</td>
<td>1037</td>
<td>1045</td>
<td>1046</td>
<td>1049</td>
<td>1052</td>
<td>1053</td>
</tr>
<tr>
<td>17</td>
<td></td>
<td>1</td>
<td>A</td>
<td>40</td>
<td>1107</td>
<td>1115</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td></td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>1137</td>
<td>1145</td>
<td>1146</td>
<td>1149</td>
<td>1152</td>
<td>1153</td>
</tr>
<tr>
<td>17</td>
<td></td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>1207</td>
<td>1215</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td></td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>1237</td>
<td>1245</td>
<td>1246</td>
<td>1249</td>
<td>1252</td>
<td>1253</td>
</tr>
<tr>
<td>17</td>
<td></td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>137</td>
<td>145</td>
<td>146</td>
<td>149</td>
<td>152</td>
<td>153</td>
</tr>
<tr>
<td>17</td>
<td></td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>137</td>
<td>145</td>
<td>146</td>
<td>149</td>
<td>152</td>
<td>153</td>
</tr>
<tr>
<td>17</td>
<td></td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>237</td>
<td>245</td>
<td>246</td>
<td>249</td>
<td>252</td>
<td>253</td>
</tr>
<tr>
<td>17</td>
<td></td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>307</td>
<td>315</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td></td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>337</td>
<td>346</td>
<td>347</td>
<td>350</td>
<td>353</td>
<td>354</td>
</tr>
<tr>
<td>17</td>
<td></td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>407</td>
<td>416</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td></td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>437</td>
<td>446</td>
<td>447</td>
<td>450</td>
<td>453</td>
<td>454</td>
</tr>
<tr>
<td>17</td>
<td></td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>507</td>
<td>516</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td></td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>537</td>
<td>545</td>
<td>546</td>
<td>549</td>
<td>552</td>
<td>553</td>
</tr>
<tr>
<td>17</td>
<td></td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>607</td>
<td>615</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td></td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>637</td>
<td>645</td>
<td>646</td>
<td>649</td>
<td>652</td>
<td>653</td>
</tr>
<tr>
<td>17</td>
<td></td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>707</td>
<td>715</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td></td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>737</td>
<td>745</td>
<td>746</td>
<td>749</td>
<td>752</td>
<td>753</td>
</tr>
<tr>
<td>D</td>
<td>A</td>
<td>V NUMBER</td>
<td>OUTP</td>
<td>TYPE</td>
<td>RUTINE</td>
<td>CHAM</td>
<td>17th</td>
<td>38th</td>
<td>48th</td>
<td>72nd</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>----------</td>
<td>------</td>
<td>------</td>
<td>--------</td>
<td>------</td>
<td>------</td>
<td>------</td>
<td>------</td>
<td>------</td>
</tr>
<tr>
<td>FM</td>
<td>19</td>
<td>2 outA</td>
<td>40</td>
<td>---</td>
<td>535</td>
<td>540</td>
<td>546</td>
<td>553</td>
<td>558</td>
<td>606</td>
</tr>
<tr>
<td>FM</td>
<td>19</td>
<td>4 outA</td>
<td>40</td>
<td>---</td>
<td>605</td>
<td>610</td>
<td>616</td>
<td>623</td>
<td>628</td>
<td>636</td>
</tr>
<tr>
<td>FM</td>
<td>19</td>
<td>1</td>
<td>A</td>
<td>40</td>
<td>---</td>
<td>634</td>
<td>640</td>
<td>648</td>
<td>655</td>
<td>700</td>
</tr>
<tr>
<td>FM</td>
<td>19</td>
<td>3</td>
<td>A</td>
<td>40</td>
<td>---</td>
<td>704</td>
<td>710</td>
<td>718</td>
<td>725</td>
<td>730</td>
</tr>
<tr>
<td>FM</td>
<td>19</td>
<td>5</td>
<td>A</td>
<td>40</td>
<td>---</td>
<td>734</td>
<td>740</td>
<td>748</td>
<td>755</td>
<td>800</td>
</tr>
<tr>
<td>FM</td>
<td>19</td>
<td>2</td>
<td>A</td>
<td>40</td>
<td>---</td>
<td>804</td>
<td>810</td>
<td>818</td>
<td>825</td>
<td>830</td>
</tr>
<tr>
<td>FM</td>
<td>19</td>
<td>4</td>
<td>A</td>
<td>40</td>
<td>---</td>
<td>834</td>
<td>840</td>
<td>848</td>
<td>855</td>
<td>900</td>
</tr>
<tr>
<td>FM</td>
<td>19</td>
<td>3</td>
<td>A</td>
<td>40</td>
<td>---</td>
<td>904</td>
<td>910</td>
<td>918</td>
<td>925</td>
<td>930</td>
</tr>
<tr>
<td>FM</td>
<td>19</td>
<td>5</td>
<td>A</td>
<td>40</td>
<td>---</td>
<td>1004</td>
<td>1010</td>
<td>1018</td>
<td>1025</td>
<td>1030</td>
</tr>
<tr>
<td>FM</td>
<td>19</td>
<td>2</td>
<td>P</td>
<td>40</td>
<td>---</td>
<td>134</td>
<td>140</td>
<td>147</td>
<td>154</td>
<td>200</td>
</tr>
<tr>
<td>FM</td>
<td>19</td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>---</td>
<td>204</td>
<td>210</td>
<td>217</td>
<td>224</td>
<td>230</td>
</tr>
<tr>
<td>FM</td>
<td>19</td>
<td>3</td>
<td>P</td>
<td>40</td>
<td>---</td>
<td>234</td>
<td>240</td>
<td>247</td>
<td>254</td>
<td>300</td>
</tr>
<tr>
<td>FM</td>
<td>19</td>
<td>5</td>
<td>P</td>
<td>40</td>
<td>---</td>
<td>304</td>
<td>310</td>
<td>317</td>
<td>324</td>
<td>330</td>
</tr>
<tr>
<td>FM</td>
<td>19</td>
<td>2</td>
<td>P</td>
<td>40</td>
<td>---</td>
<td>333</td>
<td>340</td>
<td>347</td>
<td>355</td>
<td>401</td>
</tr>
<tr>
<td>FM</td>
<td>19</td>
<td>4</td>
<td>P</td>
<td>40</td>
<td>---</td>
<td>403</td>
<td>410</td>
<td>417</td>
<td>425</td>
<td>431</td>
</tr>
<tr>
<td>FM</td>
<td>19</td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>---</td>
<td>432</td>
<td>440</td>
<td>448</td>
<td>456</td>
<td>502</td>
</tr>
<tr>
<td>FM</td>
<td>19</td>
<td>3</td>
<td>P</td>
<td>40</td>
<td>---</td>
<td>502</td>
<td>510</td>
<td>518</td>
<td>526</td>
<td>532</td>
</tr>
<tr>
<td>FM</td>
<td>19</td>
<td>5</td>
<td>P</td>
<td>40</td>
<td>---</td>
<td>532</td>
<td>540</td>
<td>548</td>
<td>556</td>
<td>601</td>
</tr>
<tr>
<td>FM</td>
<td>19</td>
<td>2</td>
<td>P</td>
<td>40</td>
<td>---</td>
<td>603</td>
<td>610</td>
<td>617</td>
<td>624</td>
<td>629</td>
</tr>
<tr>
<td>FM</td>
<td>19</td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>---</td>
<td>638</td>
<td>645</td>
<td>652</td>
<td>659</td>
<td>704</td>
</tr>
<tr>
<td>FM</td>
<td>19</td>
<td>3</td>
<td>P</td>
<td>40</td>
<td>---</td>
<td>711</td>
<td>717</td>
<td>723</td>
<td>730</td>
<td>735</td>
</tr>
<tr>
<td>FM</td>
<td>19</td>
<td>5</td>
<td>P</td>
<td>40</td>
<td>---</td>
<td>741</td>
<td>747</td>
<td>753</td>
<td>800</td>
<td>805</td>
</tr>
<tr>
<td>FM</td>
<td>19</td>
<td>2</td>
<td>P</td>
<td>40</td>
<td>---</td>
<td>812</td>
<td>817</td>
<td>822</td>
<td>829</td>
<td>834</td>
</tr>
<tr>
<td>FM</td>
<td>19</td>
<td>3</td>
<td>P</td>
<td>40</td>
<td>---</td>
<td>912</td>
<td>917</td>
<td>922</td>
<td>929</td>
<td>934</td>
</tr>
<tr>
<td>FM</td>
<td>19</td>
<td>2</td>
<td>P</td>
<td>40</td>
<td>---</td>
<td>1012</td>
<td>1017</td>
<td>1022</td>
<td>1029</td>
<td>1034</td>
</tr>
<tr>
<td>FM</td>
<td>19</td>
<td>3</td>
<td>P</td>
<td>40</td>
<td>---</td>
<td>1112</td>
<td>1117</td>
<td>1122</td>
<td>1129</td>
<td>1134</td>
</tr>
</tbody>
</table>
### WEEKDAY

<table>
<thead>
<tr>
<th>BLOCK PUL/VEH BR.</th>
<th>V NUMBER</th>
<th>OUT/IN TIME</th>
<th>TYPE</th>
<th>GT-C</th>
<th>Gt-C (Ar)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FROM</strong></td>
<td><strong>TO</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Peco</strong></td>
<td><strong>Peco</strong></td>
<td><strong>Litn</strong></td>
<td><strong>Wewa</strong></td>
<td><strong>17th</strong></td>
<td><strong>17th</strong></td>
</tr>
<tr>
<td><strong>106</strong></td>
<td><strong>106</strong></td>
<td><strong>72nd</strong></td>
<td><strong>48th</strong></td>
<td><strong>38th</strong></td>
<td><strong>17th</strong></td>
</tr>
<tr>
<td><strong>17th</strong></td>
<td><strong>17th</strong></td>
<td><strong>13th</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ROUTE 19**

**North Pecos**

---

**IN EFFECT**

Aug 14, 2016

Page 2 of 2
**WEEKDAY**

**ROUTE 21**  Evans Avenue  

**IN EFFECT** Aug 14, 2016  Page 1 of 2  1607141546

---

*** For Bid ***

---

<table>
<thead>
<tr>
<th>WEEKDAY</th>
<th>ROUTE 21</th>
<th>Evans Avenue</th>
<th>IN EFFECT</th>
<th>Aug 14, 2016</th>
<th>Page 1 of 2</th>
<th>1607141546</th>
</tr>
</thead>
</table>

---

<table>
<thead>
<tr>
<th>V NUMBER</th>
<th>OUTP</th>
<th>TYPE</th>
<th>PUL TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>21</td>
<td>21A</td>
<td>40</td>
<td>FM 21</td>
</tr>
<tr>
<td>21</td>
<td>21</td>
<td>A</td>
<td>FM 21</td>
</tr>
</tbody>
</table>

---

<table>
<thead>
<tr>
<th>D</th>
<th>A</th>
<th>FROM</th>
<th>Fed Alam Jewl Pier Jewl Jewl Evns Evns Evns Evns Evns Colo Colo Evns Ilif Ilif Cent TO NEXT</th>
</tr>
</thead>
<tbody>
<tr>
<td>I BLOCK PUL/VEH BR.</td>
<td>RTE</td>
<td>CNTR</td>
<td>Xeno</td>
</tr>
<tr>
<td>V NUMBER</td>
<td>OUTP</td>
<td>TYPE</td>
<td>PUL TIME</td>
</tr>
<tr>
<td>21</td>
<td>21A</td>
<td>40</td>
<td>FM 21</td>
</tr>
<tr>
<td>21</td>
<td>21</td>
<td>A</td>
<td>FM 21</td>
</tr>
</tbody>
</table>

---

| FM 21   | 21A  | 40   | ---| -- | -- | -- | 613 | 616 | 619 | 625 | 631 | 640b | -- | -- | -- | -- | -- | -- | -- | -- | 722A |
| FM 21   | 21   | A    | 40 | 722 | 730 | 739 | -- | 746 | 749 | 755 | 801 | 810 | -- | -- | -- | -- | -- | -- | -- | -- | ***in*** |

---

b : DH to Federal Center Stn Gate F (Lv)
*** For Bid ***

<table>
<thead>
<tr>
<th>WEEKDAY</th>
<th>ROUTE 28</th>
<th>28th Avenue</th>
<th>IN EFFECT Aug 14, 2016 Page 1 of 2</th>
<th>1607141546</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-Bound</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>D</th>
<th>A</th>
<th>FROM</th>
<th>Youn</th>
<th>26th</th>
<th>26th</th>
<th>26th</th>
<th>Byrn</th>
<th>26th</th>
<th>26th</th>
<th>15th</th>
<th>Stou</th>
<th>21st</th>
<th>17th</th>
<th>17th</th>
<th>30th</th>
<th>28th</th>
<th>29th</th>
<th>Pont Cntr</th>
<th>TO NEXT</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>BLOCK PUL/ VEH BR.</td>
<td>RTE</td>
<td>38th</td>
<td>Alki</td>
<td>Kipl</td>
<td>Wads</td>
<td>Wads</td>
<td>Sher</td>
<td>Fed</td>
<td>Fed</td>
<td>Delg</td>
<td>18th</td>
<td>Cham</td>
<td>Stou</td>
<td>Stou</td>
<td>Down</td>
<td>York</td>
<td>Colo</td>
<td>29th Park</td>
</tr>
<tr>
<td>V</td>
<td>NUMBER</td>
<td>OUTP</td>
<td>TYPE</td>
<td>(Eb)</td>
<td>(Wb)</td>
<td>(Lv)</td>
<td>(Lv)</td>
<td>(Ar)</td>
<td>(Lv)</td>
<td>Stn</td>
<td>GtC3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>28 27</td>
<td>outA</td>
<td>40</td>
<td>---&gt;</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>624</td>
<td>632</td>
<td>639</td>
<td>--</td>
<td>647</td>
<td>--</td>
<td>--</td>
<td>656c</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FM</td>
<td>28 30</td>
<td>outA</td>
<td>40</td>
<td>---&gt;</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>653</td>
<td>701</td>
<td>709</td>
<td>--</td>
<td>717</td>
<td>727b</td>
<td>729</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FM</td>
<td>28 27</td>
<td>A</td>
<td>40</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>723</td>
<td>731</td>
<td>739</td>
<td>--</td>
<td>747</td>
<td>757</td>
<td>759</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FM</td>
<td>32 21</td>
<td>P</td>
<td>40</td>
<td>38</td>
<td>831</td>
<td>--</td>
<td>840</td>
<td>847</td>
<td>--</td>
<td>854</td>
<td>859</td>
<td>--</td>
<td>906</td>
<td>915</td>
<td>917</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FM</td>
<td>32 21</td>
<td>P</td>
<td>40</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>1024</td>
<td>1029</td>
<td>--</td>
<td>1036</td>
<td>1045</td>
<td>1047</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
</tbody>
</table>

\[c\] : DH to 26th-Wadsworth (Wb)
\[b\] : Proceed to pull in if no passengers are on board.
Make 'Y' stops on 15th and 17th Streets.
Okay to arrive early to 17th/Stout and 30th/Downing to help with transfers.
### WEEKDAY

#### ROUTE 28  28th Avenue

**IN EFFECT** Aug 14, 2016  Page 2 of 2  1607141546

---

***** For Bid *****

<table>
<thead>
<tr>
<th>V NUMBER</th>
<th>OUTP</th>
<th>TYPE</th>
<th>GtC3</th>
<th>Stn</th>
<th>(Ar)</th>
<th>(Lv)</th>
<th>(Ar)</th>
<th>(Wb)</th>
<th>ROUTE</th>
<th>TIME</th>
<th>PUL</th>
<th>RTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>FM 28 52</td>
<td>outP</td>
<td>40 28B</td>
<td>---&gt;</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>344</td>
<td>350</td>
<td>357</td>
<td>--</td>
</tr>
<tr>
<td>FM 28 54</td>
<td>outP</td>
<td>40 28B</td>
<td>---&gt;</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>414</td>
<td>420</td>
<td>427</td>
<td>--</td>
</tr>
<tr>
<td>FM 28 52</td>
<td>P</td>
<td>40 28B</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>509</td>
<td>514</td>
<td>521</td>
<td>528</td>
</tr>
<tr>
<td>FM 32 21</td>
<td>P</td>
<td>40 28B</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>941</td>
<td>945N</td>
<td>949</td>
<td>--</td>
</tr>
<tr>
<td>FM 32 21</td>
<td>P</td>
<td>40 28B</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>1111</td>
<td>1115N</td>
<td>1119N</td>
<td>1119</td>
</tr>
</tbody>
</table>

---

- **b**: DH to 21st-Champa (Lv)
- **N**: NIGHT MEETS - Starting at 7:15P at 15/45 after the hour, Night Meets will be made at this location. For Night Meets pull forward beyond alley-way to allow space for other buses.

---

Okay to arrive early to 30th/Downing and 15th/Stout to help with transfers.

28B : via West 29th Ave
### WEEKDAY  N-Bound  ROUTE 30  South Federal Blvd

**WEEKDAY**  **ROUTE 30**  **South Federal Blvd**  **IN EFFECT** Aug 14, 2016  **Page 1 of 2**  **1607141546**

### From Wads Dart Dart Fed Evns Fed Fed Fed Deca Deca Colf **To Next**

<table>
<thead>
<tr>
<th>BLOCK PUL/VEH BR.</th>
<th>RTE</th>
<th>Hamp</th>
<th>Lamr</th>
<th>Sher</th>
<th>Evns</th>
<th>Evns</th>
<th>Evns</th>
<th>Evns</th>
<th>Miss</th>
<th>Alam</th>
<th>Stn</th>
<th>Stn</th>
<th>Fed</th>
<th>RTE TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>V NUMBER OUTP TYPE</td>
<td>PnR</td>
<td>Gt-B</td>
<td>Gt-G</td>
<td>Gt-G</td>
<td>Gt-E</td>
<td>Gt-E</td>
<td>Gt-C</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 31 5 A 40</td>
<td>31</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>556</td>
<td>559</td>
<td>600</td>
<td>600</td>
<td>605</td>
<td>609</td>
<td>615</td>
<td>615</td>
<td>618</td>
<td>31 630A</td>
</tr>
<tr>
<td>FM 31 5 A 40</td>
<td>31</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>940</td>
<td>943</td>
<td>944</td>
<td>944</td>
<td>950</td>
<td>954</td>
<td>1002</td>
<td>1002</td>
<td>1005</td>
<td>1016A</td>
</tr>
<tr>
<td>FM 31 5 A 40</td>
<td>1120</td>
<td>1128</td>
<td>1132</td>
<td>--</td>
<td>--</td>
<td>1142</td>
<td>1144</td>
<td>1150</td>
<td>1154</td>
<td>1202</td>
<td>1202</td>
<td>1205</td>
<td>1205</td>
<td>1216P</td>
</tr>
<tr>
<td>FM 31 5 P 40</td>
<td>119</td>
<td>127</td>
<td>131</td>
<td>--</td>
<td>--</td>
<td>142</td>
<td>144</td>
<td>150</td>
<td>154</td>
<td>202</td>
<td>202</td>
<td>205</td>
<td>205</td>
<td>216P</td>
</tr>
<tr>
<td>FM 31 5 P 40</td>
<td>315</td>
<td>323</td>
<td>327</td>
<td>--</td>
<td>--</td>
<td>338</td>
<td>340</td>
<td>347</td>
<td>352</td>
<td>401</td>
<td>401</td>
<td>405</td>
<td>405</td>
<td>415P</td>
</tr>
<tr>
<td>FM 31 5 P 40</td>
<td>640</td>
<td>648</td>
<td>652</td>
<td>--</td>
<td>--</td>
<td>703</td>
<td>705</td>
<td>711</td>
<td>716</td>
<td>724</td>
<td>724</td>
<td>727</td>
<td>727</td>
<td>745P</td>
</tr>
</tbody>
</table>

Free running time from Federal-Alameda to Colfax & Federal.
<table>
<thead>
<tr>
<th></th>
<th>FROM</th>
<th>Colf</th>
<th>Deca</th>
<th>Deca</th>
<th>Fed</th>
<th>Fed</th>
<th>Fed</th>
<th>Dart</th>
<th>Dart</th>
<th>Wads</th>
<th>TO NEXT</th>
</tr>
</thead>
<tbody>
<tr>
<td>WEEKDAY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 31</td>
<td>A</td>
<td>40</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

|       |       |      |      |      |     |     |     |      |      |       |         |
|       |       |      |      |      |     |     |     |      |      |       |         |
|       |       |      |      |      |     |     |     |      |      |       |         |
|       |       |      |      |      |     |     |     |      |      |       |         |

If gate B is occupied at Federal / Evans - alight passengers at Gate A, then proceed to Gate B when that gate is available.
### WEEKDAY

**ROUTE 30L South Federal Limited**

<table>
<thead>
<tr>
<th>BLOCK PUL/VEH BR.</th>
<th>FROM</th>
<th>TO</th>
<th>RTE TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>21st Cham Colf Deca Deca Fed Fed Fed Dart Dart Este Wads</td>
<td>Chocol</td>
<td>Colfax-Lipan then Limited to Federal-Mississippi making exception stops only at West 14th, West 12th, West 10th, Alameda, Exposition, Mississippi, then all stops to Wadsworth-Hampden pnR.</td>
<td></td>
</tr>
</tbody>
</table>

---

**ROUTE IN EFFECT:** Aug 14, 2016

Page 1 of 2

1607141546
This page is intentionally blank.
### WEEKDAY

**ROUTE 31  Federal Blvd**

**IN EFFECT** Aug 14, 2016

---

<table>
<thead>
<tr>
<th>WEEKDAY</th>
<th>FROM</th>
<th>TO</th>
<th>V NUMBER OUTP</th>
<th>TYPE</th>
<th>TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>FM 31 5 A 40</td>
<td>Deca</td>
<td>Fed</td>
<td>703 706 707 707 713 717 725 726 734 741 750</td>
<td>Gt-B</td>
<td>-- -- 759 807 812 -- -- 821A</td>
</tr>
<tr>
<td>FM 10 34 outP 40</td>
<td>Clay</td>
<td>Evns</td>
<td>326s 329s 331s 331s 338s 343s 352s 353s 402s 409s</td>
<td>Gt-G</td>
<td>-- -- 418s -- -- -- -- 10 444P</td>
</tr>
<tr>
<td>FM 31 5 P 40</td>
<td>Stn 32nd</td>
<td>Stn 30th</td>
<td>812 815 817 817 823 828 836 837 844 851 901</td>
<td>Gt-E</td>
<td>-- -- 909 916 921 -- -- 943P</td>
</tr>
<tr>
<td>FM 31 5 P 40</td>
<td>Miss Alam</td>
<td>Stn 72nd</td>
<td>1048 1051 1052 1057 1101 1107 1108 1114 1120</td>
<td>Gt-A</td>
<td>-- -- 1128 -- -- -- -- 1226X</td>
</tr>
<tr>
<td>FM 31 5 X 40</td>
<td>Stn 91st</td>
<td>Sher 92nd</td>
<td>112 115 116 116 120 124 130 131 137 143</td>
<td>Deca</td>
<td>-- -- 151 -- -- -- -- -- --&gt;in *</td>
</tr>
</tbody>
</table>

---

**s:** This trip operates only on school days and is open to the public.
**WEEKDAY**  
**ROUTE 31** Federal Blvd  
IN EFFECT Aug 14, 2016  
Page 2 of 2  
1607141546

*** For Bid ***

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>BLOCK</td>
<td>PUL/</td>
<td>VEH</td>
<td>BR.</td>
<td>RTE</td>
<td>FRCC</td>
<td>92nd</td>
<td>Sher</td>
<td>91st</td>
<td>Stn</td>
<td>72nd</td>
<td>50th</td>
<td>32nd</td>
</tr>
<tr>
<td>V</td>
<td>NUMBER</td>
<td>OUTP</td>
<td>TYPE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GM</td>
<td>31</td>
<td>5</td>
<td>out</td>
<td>A</td>
<td>40</td>
<td>---</td>
<td>--</td>
<td>--</td>
<td>449</td>
<td>454</td>
<td>511</td>
<td>--</td>
<td>520</td>
</tr>
<tr>
<td>GM</td>
<td>31</td>
<td>5</td>
<td>A</td>
<td>40</td>
<td>30</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>GM</td>
<td>31</td>
<td>5</td>
<td>A</td>
<td>40</td>
<td>--</td>
<td>--</td>
<td>821</td>
<td>828</td>
<td>847</td>
<td>--</td>
<td>857</td>
<td>903</td>
<td>--</td>
</tr>
<tr>
<td>GM</td>
<td>31</td>
<td>5</td>
<td>P</td>
<td>40</td>
<td>30</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>GM</td>
<td>31</td>
<td>5</td>
<td>P</td>
<td>40</td>
<td>30</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>GM</td>
<td>31</td>
<td>5</td>
<td>P</td>
<td>40</td>
<td>--</td>
<td>--</td>
<td>943</td>
<td>949</td>
<td>1006</td>
<td>--</td>
<td>1015</td>
<td>1021</td>
<td>--</td>
</tr>
<tr>
<td>GM</td>
<td>31</td>
<td>5</td>
<td>X</td>
<td>40</td>
<td>1226</td>
<td>1234</td>
<td>--</td>
<td>--</td>
<td>1241</td>
<td>1248</td>
<td>1252</td>
<td>--</td>
<td>1256</td>
</tr>
</tbody>
</table>

---

**ROUTE 31 Federal Blvd**

If gate B is occupied at Federal / Evans - alight passengers at Gate A, then proceed to Gate B when that gate is available.
<table>
<thead>
<tr>
<th>V NUMBER</th>
<th>OUTP</th>
<th>TYPE</th>
<th>(Ar)</th>
<th>(Lv)</th>
<th>(Wb)</th>
<th>(Ar)</th>
</tr>
</thead>
<tbody>
<tr>
<td>FM 31L</td>
<td>71</td>
<td>outP</td>
<td>40</td>
<td>---</td>
<td>--</td>
<td>421</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>423</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>433</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>437</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>446</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>449</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>453</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>456b</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>80L</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>531P</td>
</tr>
<tr>
<td>FM 72L</td>
<td>72</td>
<td>P</td>
<td>40</td>
<td>72L</td>
<td>--</td>
<td>451</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>453</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>503</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>507</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>516</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>519</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>523</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>526</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>---</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>in</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>*</td>
</tr>
<tr>
<td>FM 52</td>
<td>11</td>
<td>P</td>
<td>40</td>
<td>52</td>
<td>535</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>537</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>547</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>551</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>600</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>603</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>607</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>610</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>---</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>in</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>*</td>
</tr>
</tbody>
</table>

**b**: DH to Union Station Gate B7 (Ar)

Free running time from DUS to Grove - 104th Ave.
*** For Bid ***

North Federal Limited

WEEKDAY

ROUTE 31L

IN EFFECT Aug 14, 2016

ROUTE 31L North Federal Limited

**S-Bound***

<table>
<thead>
<tr>
<th>D</th>
<th>A</th>
<th>FROM</th>
<th>Grov</th>
<th>Fed</th>
<th>Fed 84th</th>
<th>Peco</th>
<th>70th</th>
<th>DUS</th>
<th>TO NEXT</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>BLOCK PUL/VEH BR.</td>
<td>RTE</td>
<td>104</td>
<td>104</td>
<td>92nd</td>
<td>Fed</td>
<td>72nd Bdwy</td>
<td>HOV</td>
<td>RTE TIME</td>
</tr>
<tr>
<td>V NUMBER</td>
<td>OUTP</td>
<td>TYPE</td>
<td>(Lv)</td>
<td>(Eb)</td>
<td>Entr</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

FM 31L 61 outA | 40 | ----> | 546 | 550 | 555 | 558 | 607 | 611 | 619b | 652A |

FM 31L 61 | A | 40 | 652 | 656 | 701 | 704 | 713 | 717 | 725 | ----> | in |

**B** : DH to Grove-104th

DUS Drop off passengers using first available gate. If next scheduled time point is at DUS, proceed (IMMEDIATELY) to wall staging area; arrive next DUS gate no more than 3 minutes prior to scheduled leave time.

Free running time from 70th Ave & Broadway to DUS.
On trips terminating at Stout St., free running time from Federal Blvd. eastbound.
ROUTE 32    West 32nd Avenue / City Park

*** For Bid ***

WEEKDAY      W-Bound

FROM 22nd  Zoo 23rd 22nd  Trem 15th 15th 15th 32nd 32nd 32nd 32nd 32nd Youn

TO NEXT    RTE  Colo  Entr  York  Down  16th  Stou  Stou  Delg  Fed  Sher  Wads  Kipl  38th

V NUMBER OUTP TYPE (Ar)

FM    32  21  A  40
      728  729  731  736  744  748  748  753  801  808  812  817  824  834A

FM    32  26  A  40
      758  759  801  806  814  818  818  823  831  838  842  847  854  904A

FM    32  21  A  40
      --  --  --  --  --  --  948  952 1000 1006 1010 1015 1022 1034A

FM    32  26  A  40
      959 1000 1002 1006 1014 1018 1022 1030 1036 1040 1045 1052 38 1117A

FM    32  62  outP  40
      -->  --  --  --  --  --  --  433 440 449 457 502 507 516 434

FM    32  55  P  40
      --  --  --  --  --  503 510 519 527 532r 537 546 434

r: If there are no passengers on the bus after the Wadsworth Blvd nearside stop, do not proceed to farside, but
deadhead via right turn on Wadsworth to I-70.

Make 'Y' stops on 15th and 17th Streets.
*** For Bid ***

ROUTE 38  West 38th Avenue  IN EFFECT Aug 14, 2016  Page 1 of 2  1607141546

WEEKDAY  E-Bound  ROUTE 38  West 38th Avenue

Free running time from 38th-Lipan to downtown for trips terminating downtown only.
Make 'Y' stops on 15th and 17th Streets.
**WEEKDAY**

<table>
<thead>
<tr>
<th>WEEKDAY</th>
<th>ROUTE 38</th>
<th>West 38th Avenue</th>
<th>IN EFFECT</th>
<th>Aug 14, 2016</th>
<th>Page 2 of 2</th>
</tr>
</thead>
</table>

*** For Bid ***

<table>
<thead>
<tr>
<th>D</th>
<th>A</th>
<th>FROM</th>
<th>21st</th>
<th>15th</th>
<th>Lawr</th>
<th>38th</th>
<th>38th</th>
<th>38th</th>
<th>38th</th>
<th>38th</th>
<th>Youn</th>
<th>TO</th>
<th>NEXT</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>BLOCK PUL/</td>
<td>VEH BR.</td>
<td>RTE</td>
<td>Cham</td>
<td>Stou</td>
<td>Stou</td>
<td>16th</td>
<td>Lipn</td>
<td>Fed</td>
<td>Sher</td>
<td>Wads</td>
<td>Kipl</td>
<td>38th</td>
</tr>
<tr>
<td>V</td>
<td>NUMBER</td>
<td>OUT P TYPE</td>
<td>(Ar)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| FM | 38 | 5 | A | 40 | 544 | 549 | 550 | 552 | 601 | 606 | 611 | 617 | 622 | 627 | 44 | 637A  |
| FM | 32 | 21 | P | 40 | 1214 | 1219 | 1220 | 1222 | 1233 | 1240 | 1247 | 1254 | 1258 | 104 | 44 | 121P  |
| FM | 32 | 26 | P | 40 | 214 | 219 | 220 | 222 | 233 | 240 | 247 | 254 | 258 | 304 | 44 | 320P  |
| FM | 32 | 21 | P | 40 | 514 | 519 | 520 | 522 | 533 | 540 | 546 | 552 | 557 | 602 | 617P |
| FM | 32 | 21 | P | 40 | 712 | 717 | 720 | 722 | 732 | 744 | 749 | 753 | 758 | 28 | 831P  |

Make 'Y' stops on 15th and 17th Streets.
**WEEKDAY**

<table>
<thead>
<tr>
<th>WEEKDAY</th>
<th>ROUTE 39L North Colorado Limited</th>
<th>IN EFFECT Aug 14, 2016</th>
<th>Page 1 of 2</th>
<th>1607141546</th>
</tr>
</thead>
</table>

*** For Bid *** N-Bound

<table>
<thead>
<tr>
<th>D</th>
<th>A</th>
<th>FROM DUS DUS 104 Colo Colo Smgr Ctwd</th>
<th>TO NEXT</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>BLOCK PUL/ VEH BR. RTE B-14 B-14 Wash 112 120 Harr Colo RTE TIME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>V NUMBER OUTP TYPE</td>
<td>(Ar) (Lv)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| FM | 1 | 4 | P | 40 | 14 444 448 506 514 519 522 526 ---in * |

Free running time from DUS to Cottonwood-Colorado.
### WEEKDAY

**ROUTE 39L North Colorado Limited**

<table>
<thead>
<tr>
<th>WEEKDAY</th>
<th>S-Bound</th>
<th>ROUTE 39L North Colorado Limited</th>
</tr>
</thead>
</table>

**FOR BID**

<table>
<thead>
<tr>
<th>D</th>
<th>A</th>
<th>FROM Smgr Colo Colo 104</th>
<th>DUS</th>
<th>TO NEXT</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>BLOCK PUL/ VEH BR.</td>
<td>RTE Harr 120</td>
<td>112 Wash</td>
<td>HOV</td>
</tr>
<tr>
<td>V NUMBER OUTP TYPE</td>
<td>Entr</td>
<td>(Ar)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**FM 39L 40 A 40**

```
12 735 746 751 759 822 --in *
```

**ROUTE**

<table>
<thead>
<tr>
<th>Page 2 of 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>1546 160714.</td>
</tr>
</tbody>
</table>

**ROUTE IN EFFECT:** Aug 14, 2016

---

**DUS** Drop off passengers using first available gate. If next scheduled time point is at DUS, proceed (IMMEDIATELY) to wall staging area; arrive next DUS gate no more than 3 minutes prior to scheduled leave time.

Free running time from 104th-Washington to DUS.
<table>
<thead>
<tr>
<th>Time</th>
<th>Departure</th>
<th>Arrival</th>
</tr>
</thead>
<tbody>
<tr>
<td>0215</td>
<td>0215A</td>
<td>0215A</td>
</tr>
<tr>
<td>0245</td>
<td>0245A</td>
<td>0245A</td>
</tr>
<tr>
<td>0315</td>
<td>0315A</td>
<td>0315A</td>
</tr>
<tr>
<td>0345</td>
<td>0345A</td>
<td>0345A</td>
</tr>
<tr>
<td>0415</td>
<td>0415A</td>
<td>0415A</td>
</tr>
<tr>
<td>0445</td>
<td>0445A</td>
<td>0445A</td>
</tr>
<tr>
<td>0515</td>
<td>0515A</td>
<td>0515A</td>
</tr>
<tr>
<td>0545</td>
<td>0545A</td>
<td>0545A</td>
</tr>
<tr>
<td>0615</td>
<td>0615A</td>
<td>0615A</td>
</tr>
<tr>
<td>0645</td>
<td>0645A</td>
<td>0645A</td>
</tr>
<tr>
<td>0715</td>
<td>0715A</td>
<td>0715A</td>
</tr>
<tr>
<td>0745</td>
<td>0745A</td>
<td>0745A</td>
</tr>
<tr>
<td>0815</td>
<td>0815A</td>
<td>0815A</td>
</tr>
<tr>
<td>0845</td>
<td>0845A</td>
<td>0845A</td>
</tr>
<tr>
<td>0915</td>
<td>0915A</td>
<td>0915A</td>
</tr>
<tr>
<td>0945</td>
<td>0945A</td>
<td>0945A</td>
</tr>
<tr>
<td>1015</td>
<td>1015A</td>
<td>1015A</td>
</tr>
<tr>
<td>1045</td>
<td>1045A</td>
<td>1045A</td>
</tr>
<tr>
<td>1115</td>
<td>1115A</td>
<td>1115A</td>
</tr>
<tr>
<td>1145</td>
<td>1145A</td>
<td>1145A</td>
</tr>
<tr>
<td>1215</td>
<td>1215A</td>
<td>1215A</td>
</tr>
<tr>
<td>1245</td>
<td>1245A</td>
<td>1245A</td>
</tr>
</tbody>
</table>

---

*Note: Times may vary depending on specific locations.*
### WEEKDAY **For Bid***

<table>
<thead>
<tr>
<th>D</th>
<th>V</th>
<th><strong>ROUTE 40</strong></th>
<th><strong>Colorado Boulevard</strong></th>
<th><strong>N-bound</strong></th>
<th>IN EFFECT Aug 14, 2016</th>
<th>Page 2 of 6</th>
<th>1607141546</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FM</strong></td>
<td><strong>RTE</strong></td>
<td><strong>Stn</strong></td>
<td><strong>Miss Alam</strong></td>
<td><strong>9th Colf BrRn</strong></td>
<td><strong>16th Stn</strong></td>
<td><strong>12th Ave</strong></td>
<td><strong>10th Ave</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>Stn</strong></td>
<td><strong>Moor</strong></td>
<td><strong>Hamp</strong></td>
<td><strong>Yale</strong></td>
<td><strong>Colo</strong></td>
<td><strong>Colo</strong></td>
<td><strong>Colo</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>5</strong></td>
<td><strong>P</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>3</strong></td>
<td><strong>P</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>1</strong></td>
<td><strong>P</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>2</strong></td>
<td><strong>P</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>6</strong></td>
<td><strong>P</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>4</strong></td>
<td><strong>P</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>7</strong></td>
<td><strong>P</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>5</strong></td>
<td><strong>P</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>8</strong></td>
<td><strong>P</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>1</strong></td>
<td><strong>P</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>31</strong></td>
<td><strong>outP</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>9</strong></td>
<td><strong>P</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>33</strong></td>
<td><strong>outP</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>6</strong></td>
<td><strong>P</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>32</strong></td>
<td><strong>outP</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>7</strong></td>
<td><strong>P</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>34</strong></td>
<td><strong>outP</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>3</strong></td>
<td><strong>P</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>5</strong></td>
<td><strong>P</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>4</strong></td>
<td><strong>P</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>1</strong></td>
<td><strong>P</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>2</strong></td>
<td><strong>P</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>5</strong></td>
<td><strong>P</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>8</strong></td>
<td><strong>P</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>31</strong></td>
<td><strong>outP</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>33</strong></td>
<td><strong>outP</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>6</strong></td>
<td><strong>P</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>32</strong></td>
<td><strong>outP</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>7</strong></td>
<td><strong>P</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>34</strong></td>
<td><strong>outP</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>3</strong></td>
<td><strong>P</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>5</strong></td>
<td><strong>P</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>4</strong></td>
<td><strong>P</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>1</strong></td>
<td><strong>P</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>2</strong></td>
<td><strong>P</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>5</strong></td>
<td><strong>P</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>8</strong></td>
<td><strong>P</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>31</strong></td>
<td><strong>outP</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>33</strong></td>
<td><strong>outP</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>6</strong></td>
<td><strong>P</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>32</strong></td>
<td><strong>outP</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>7</strong></td>
<td><strong>P</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>40</strong></td>
<td><strong>34</strong></td>
<td><strong>outP</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
<td><strong>40</strong></td>
</tr>
</tbody>
</table>

<p>| <strong>b : DH to 40th&amp;Colorado Station Gt-D (Lv)</strong> |</p>
<table>
<thead>
<tr>
<th>WEEKDAY</th>
<th>ROUTE 40</th>
<th>Colorado Boulevard</th>
<th>IN EFFECT Aug 14, 2016 Page 3 of 6 1607141546</th>
</tr>
</thead>
<tbody>
<tr>
<td>*** For Bid ***</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>A</td>
<td>FROM</td>
<td>Sout Colo Colo Colo Colo Colo Colo Colo Colo Colo Colo Colo 40th 40th 48th 60th</td>
</tr>
<tr>
<td>I BLOCK PUL/ VEH BR.</td>
<td>RTE</td>
<td>Moor</td>
<td>Hamp</td>
</tr>
<tr>
<td>V NUMBER OUTP TYPE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>8</td>
<td>P</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>7</td>
<td>P</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>4</td>
<td>P</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>5</td>
<td>P</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>2</td>
<td>P</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>8</td>
<td>P</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>7</td>
<td>P</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>4</td>
<td>P</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>5</td>
<td>P</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>2</td>
<td>P</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>8</td>
<td>X</td>
</tr>
<tr>
<td>D</td>
<td>I</td>
<td>V</td>
<td><strong>For Bid</strong></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>-------------</td>
</tr>
<tr>
<td>FM 40 1 A 40</td>
<td>---</td>
<td>---</td>
<td>416 425 428</td>
</tr>
<tr>
<td>FM 40 2 outA 40</td>
<td>---</td>
<td>---</td>
<td>416 425 428</td>
</tr>
<tr>
<td>FM 40 3 A 40</td>
<td>---</td>
<td>---</td>
<td>545 550 556</td>
</tr>
<tr>
<td>FM 40 4 A 40</td>
<td>---</td>
<td>---</td>
<td>610 615 623</td>
</tr>
<tr>
<td>FM 40 5 A 40</td>
<td>---</td>
<td>---</td>
<td>640 645 655</td>
</tr>
<tr>
<td>FM 40 6 A 40</td>
<td>---</td>
<td>---</td>
<td>650 655 705</td>
</tr>
<tr>
<td>FM 40 7 A 40</td>
<td>---</td>
<td>---</td>
<td>710 715 725</td>
</tr>
<tr>
<td>FM 40 8 A 40</td>
<td>---</td>
<td>---</td>
<td>720 725 735</td>
</tr>
<tr>
<td>FM 40 9 outA 40</td>
<td>---</td>
<td>---</td>
<td>740 745 754</td>
</tr>
<tr>
<td>FM 40 10 A 40</td>
<td>---</td>
<td>---</td>
<td>815 820 829</td>
</tr>
<tr>
<td>FM 40 11 A 40</td>
<td>---</td>
<td>---</td>
<td>915 920 928</td>
</tr>
<tr>
<td>FM 40 12 A 40</td>
<td>---</td>
<td>---</td>
<td>940 950 958</td>
</tr>
<tr>
<td>FM 40 13 A 40</td>
<td>---</td>
<td>---</td>
<td>945 955 960</td>
</tr>
<tr>
<td>FM 40 14 A 40</td>
<td>---</td>
<td>---</td>
<td>948 955 960</td>
</tr>
<tr>
<td>FM 40 15 A 40</td>
<td>---</td>
<td>---</td>
<td>950 955 960</td>
</tr>
<tr>
<td>FM 40 16 A 40</td>
<td>---</td>
<td>---</td>
<td>952 955 960</td>
</tr>
<tr>
<td>FM 40 17 A 40</td>
<td>---</td>
<td>---</td>
<td>954 955 960</td>
</tr>
<tr>
<td>FM 40 18 A 40</td>
<td>---</td>
<td>---</td>
<td>956 955 960</td>
</tr>
<tr>
<td>FM 40 19 A 40</td>
<td>---</td>
<td>---</td>
<td>958 955 960</td>
</tr>
<tr>
<td>FM 40 20 A 40</td>
<td>---</td>
<td>---</td>
<td>960 955 960</td>
</tr>
<tr>
<td>FM 40 21 A 40</td>
<td>---</td>
<td>---</td>
<td>962 955 960</td>
</tr>
<tr>
<td>FM 40 22 A 40</td>
<td>---</td>
<td>---</td>
<td>964 955 960</td>
</tr>
<tr>
<td>FM 40 23 A 40</td>
<td>---</td>
<td>---</td>
<td>966 955 960</td>
</tr>
<tr>
<td>FM 40 24 A 40</td>
<td>---</td>
<td>---</td>
<td>968 955 960</td>
</tr>
<tr>
<td>FM 40 25 A 40</td>
<td>---</td>
<td>---</td>
<td>970 955 960</td>
</tr>
<tr>
<td>FM 40 26 A 40</td>
<td>---</td>
<td>---</td>
<td>972 955 960</td>
</tr>
<tr>
<td>FM 40 27 A 40</td>
<td>---</td>
<td>---</td>
<td>974 955 960</td>
</tr>
<tr>
<td>FM 40 28 A 40</td>
<td>---</td>
<td>---</td>
<td>976 955 960</td>
</tr>
</tbody>
</table>

---

**e:** Watch for passengers from Sb Route 88 arriving 1-2 minutes earlier.
<table>
<thead>
<tr>
<th>WEEKDAY</th>
<th>ROUTE 40</th>
<th>Colorado Boulevard</th>
<th>IN EFFECT</th>
<th>Aug 14, 2016</th>
<th>Page 5 of 6</th>
<th>1607141546</th>
</tr>
</thead>
<tbody>
<tr>
<td>*** For Bid ***</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>A</td>
<td>FROM 60th</td>
<td>Colo 40th</td>
<td>Colo 40th</td>
<td>Colo 40th</td>
<td>Colo 9th</td>
</tr>
<tr>
<td>I</td>
<td>BLOCK PUL/</td>
<td>VEH BR.</td>
<td>RTE</td>
<td>Dahl 48th</td>
<td>Colo Brn</td>
<td>Colf</td>
</tr>
<tr>
<td>V</td>
<td>NUMBER</td>
<td>OUTP TYPE</td>
<td>(Lv)</td>
<td>Gt-D</td>
<td>Gt-D</td>
<td>(Ar)</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>8</td>
<td>P</td>
<td>40</td>
<td>1245 1255 1258</td>
<td>100 105</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>5</td>
<td>P</td>
<td>40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>9</td>
<td>P</td>
<td>40</td>
<td>115 125 128</td>
<td>130 135</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>3</td>
<td>P</td>
<td>40</td>
<td>144 155 158</td>
<td>200 205</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>6</td>
<td>P</td>
<td>40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>2</td>
<td>P</td>
<td>40</td>
<td>214e 225 228</td>
<td>230 235</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>7</td>
<td>P</td>
<td>40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>4</td>
<td>P</td>
<td>40</td>
<td>244 255 258</td>
<td>300 305</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>8</td>
<td>P</td>
<td>40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>5</td>
<td>P</td>
<td>40</td>
<td>314 325 328</td>
<td>330 335</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>9</td>
<td>P</td>
<td>40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>3</td>
<td>P</td>
<td>40</td>
<td>35 355 403</td>
<td>407</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>31</td>
<td>P</td>
<td>40</td>
<td>344 355 358</td>
<td>400 405</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>32</td>
<td>P</td>
<td>40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>7</td>
<td>P</td>
<td>40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>6</td>
<td>P</td>
<td>40</td>
<td>414 425 428</td>
<td>430 435</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>3</td>
<td>P</td>
<td>40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>4</td>
<td>P</td>
<td>40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>34</td>
<td>P</td>
<td>40</td>
<td>444 455 458</td>
<td>500 505</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>2</td>
<td>P</td>
<td>40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>5</td>
<td>P</td>
<td>40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>514e 525 528</td>
<td>530 535</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>8</td>
<td>P</td>
<td>40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>31</td>
<td>P</td>
<td>40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>33</td>
<td>P</td>
<td>40</td>
<td>544 555 558</td>
<td>600 605</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>6</td>
<td>P</td>
<td>40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>7</td>
<td>P</td>
<td>40</td>
<td>614 625 628</td>
<td>630 635</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>34</td>
<td>P</td>
<td>40</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>4</td>
<td>P</td>
<td>40</td>
<td>644 655 658</td>
<td>700 705</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>5</td>
<td>P</td>
<td>40</td>
<td>715e 725 728</td>
<td>730 735</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>2</td>
<td>P</td>
<td>40</td>
<td>745 755 758</td>
<td>800 805</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>8</td>
<td>P</td>
<td>40</td>
<td>815e 825 828</td>
<td>830 835</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>7</td>
<td>P</td>
<td>40</td>
<td>845 855 858</td>
<td>900 905</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>4</td>
<td>P</td>
<td>40</td>
<td>915e 925 928</td>
<td>930 935</td>
</tr>
</tbody>
</table>

E: Watch for passengers from Sb Route 88 arriving 1-2 minutes earlier.

WEEKDAY | S-Bound | ROUTE 40 | Colorado Boulevard | Page 5 of 6 |
### WEEKDAY

<table>
<thead>
<tr>
<th><strong>D</strong></th>
<th><strong>FROM</strong></th>
<th><strong>ROUTE</strong></th>
<th><strong>TO</strong></th>
<th><strong>S-Bound</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A</strong></td>
<td>60th Colo</td>
<td><strong>40th</strong> Colorado Boulevard</td>
<td><strong>40th</strong> Colorado Boulevard</td>
<td><strong>Colo</strong></td>
</tr>
<tr>
<td><strong>I</strong></td>
<td><strong>BLOCK</strong> PUL/ VEH BR.</td>
<td><strong>RTE</strong></td>
<td><strong>Dahl</strong></td>
<td><strong>48th</strong></td>
</tr>
<tr>
<td><strong>V</strong></td>
<td><strong>NUMBER</strong></td>
<td><strong>OUTP</strong></td>
<td><strong>TYPE</strong></td>
<td>(Lv)</td>
</tr>
<tr>
<td><strong>FM</strong></td>
<td><strong>40</strong></td>
<td><strong>5</strong></td>
<td>P</td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>FM</strong></td>
<td><strong>40</strong></td>
<td><strong>2</strong></td>
<td>P</td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>FM</strong></td>
<td><strong>40</strong></td>
<td><strong>8</strong></td>
<td>P</td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>FM</strong></td>
<td><strong>40</strong></td>
<td><strong>7</strong></td>
<td>P</td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>FM</strong></td>
<td><strong>40</strong></td>
<td><strong>4</strong></td>
<td>P</td>
<td><strong>40</strong></td>
</tr>
<tr>
<td><strong>FM</strong></td>
<td><strong>40</strong></td>
<td><strong>5</strong></td>
<td>X</td>
<td><strong>40</strong></td>
</tr>
</tbody>
</table>

---
e: Watch for passengers from Sb Route 88 arriving 1-2 minutes earlier.
*** For Bid ***  

<table>
<thead>
<tr>
<th>WEEKDAY</th>
<th>ROUTE 44</th>
<th>44th Avenue</th>
<th>IN EFFECT Aug 14, 2016 Page 1 of 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-Bound</td>
<td></td>
<td></td>
<td>1607141546</td>
</tr>
</tbody>
</table>

| V NUMBER | OUTP | TYPE | ROUTE | FROM | TO | BLOCK | PUL/ | VEH BR. | RTE | RTE TIME | TIME | P | TYPE | Out | (Ar) | (Lv) | Gt-C |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| FM | 44 | 17 | outA | 40 | 40 | --- > | -- | -- | 546 | -- | 552 | 556 | 605 | 616 | 626b | -- | -- | -- | 32 | 657A |
| FM | 38 | 5 | A | 40 | 40 | 38 | 637 | 641 | 646 | -- | 652 | 656 | 705 | 716 | 726 | -- | -- | -- | --- > in * |
| FM | 32 | 21 | P | 40 | 40 | 38 | 121 | 124 | 129 | -- | 135 | 139 | 147 | 159 | 211 | 211 | 220 | 226 | 232 | 244P |
| FM | 32 | 26 | P | 40 | 40 | 38 | 320 | 323 | 329 | -- | 335 | 339 | 347 | 359 | 411 | 411 | 421 | 428 | 434 | 442P |
| FM | 32 | 26 | P | 40 | 40 | 622 | 625 | 631 | -- | 637 | 640 | 648 | 659 | 711 | 711 | 720 | 726 | 732 | --- > in * |

b: DH to 32nd-Wadsworth  
Make 'Y' stops on 15th and 17th Streets.
Make 'Y' stops on 15th and 17th Streets.
**WEEKDAY**

**ROUTE 52**  W 52nd Avenue / South Bannock

**IN EFFECT** Aug 14, 2016  Page 1 of 2  1607141546

*** For Bid ***

<table>
<thead>
<tr>
<th>WEEKDAY</th>
<th>E-Bound</th>
<th>ROUTE 52</th>
<th>W 52nd Avenue / South Bannock</th>
<th>Page 1 of 2</th>
<th>1607141546</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>D</th>
<th>A</th>
<th>FROM 68th</th>
<th>64th</th>
<th>64th</th>
<th>63rd</th>
<th>58th Olde Olde</th>
<th>52nd</th>
<th>50th</th>
<th>46th Lipn Lari</th>
<th>17th Trem Bdwy</th>
<th>Bann Alam</th>
<th>TO NEXT</th>
</tr>
</thead>
<tbody>
<tr>
<td>V</td>
<td>NUMBER</td>
<td>OUTP</td>
<td>TYPE</td>
<td>Gt-C</td>
<td>Gt-C</td>
<td>Gt-B</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 10</td>
<td>9 outA</td>
<td>40</td>
<td>---&gt;</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>548s</td>
<td>556s</td>
<td>603s</td>
</tr>
<tr>
<td>FM 52</td>
<td>11 outA</td>
<td>40</td>
<td>---&gt;</td>
<td>704</td>
<td>709</td>
<td>715</td>
<td>--</td>
<td>726</td>
<td>733</td>
<td>737</td>
<td>744</td>
<td>752</td>
</tr>
<tr>
<td>FM 52</td>
<td>11 A</td>
<td>40</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>1017</td>
<td>1026</td>
<td>1033</td>
<td>1037</td>
<td>1045</td>
<td>1052</td>
<td>1057</td>
</tr>
<tr>
<td>FM 52</td>
<td>11 P</td>
<td>40</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>116</td>
<td>126</td>
<td>133</td>
<td>137</td>
<td>145</td>
<td>152</td>
<td>157</td>
</tr>
</tbody>
</table>

s: This trip operates only on school days and is open to the public.
m: Take layover in Gate A if Gate B is occupied. Move forward to Gate B when it is clear.

Make 'Z' stops on 15th and 17th Streets.

Free running time from 58th-Independence to Olde Town Arvada pnR (in Eastbound direction only)

Free running time on trips from 38th-Lipan to terminal at Tremont-16th.
### WEEKDAY

<table>
<thead>
<tr>
<th>ROUTE 52</th>
<th>W 52nd Avenue / South Bannock</th>
<th>IN EFFECT Aug 14, 2016</th>
<th>Page 2 of 2</th>
<th>1607141546</th>
</tr>
</thead>
</table>

#### **For Bid**

<table>
<thead>
<tr>
<th>WEEKDAY</th>
<th>ROUTE 52</th>
<th>W 52nd Avenue / South Bannock</th>
<th>IN EFFECT Aug 14, 2016</th>
<th>Page 2 of 2</th>
<th>1607141546</th>
</tr>
</thead>
</table>

### W-Bound

<table>
<thead>
<tr>
<th>BLOCK/PUL/VEH BR.</th>
<th>RTE</th>
<th>V NUMBER</th>
<th>OUTP</th>
<th>TYPE</th>
<th>Gt-B</th>
<th>Gt-B</th>
<th>Gt-B</th>
<th>Gt-B</th>
<th>Gt-B</th>
<th>Gt-B</th>
</tr>
</thead>
<tbody>
<tr>
<td>W 52nd Avenue / South Bannock</td>
<td>From Alam Bann Trem 15th 20th Lipn 46th 50th 52nd Olde Olde 58th 63rd 64th 64th 68th</td>
<td>To Next</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FM</th>
<th>52</th>
<th>11</th>
<th>A</th>
<th>40</th>
<th>849</th>
<th>858</th>
<th>--</th>
<th>910</th>
<th>916</th>
<th>923</th>
<th>929</th>
<th>934</th>
<th>940</th>
<th>948</th>
</tr>
</thead>
<tbody>
<tr>
<td>FM</td>
<td>52</td>
<td>11</td>
<td>A</td>
<td>40</td>
<td>1151</td>
<td>1200</td>
<td>--</td>
<td>1212</td>
<td>1219</td>
<td>1225</td>
<td>1231</td>
<td>1236</td>
<td>1242</td>
<td>1249</td>
</tr>
<tr>
<td>FM</td>
<td>52</td>
<td>11</td>
<td>P</td>
<td>40</td>
<td>300</td>
<td>310</td>
<td>--</td>
<td>322</td>
<td>329</td>
<td>336</td>
<td>342</td>
<td>348</td>
<td>355</td>
<td>404</td>
</tr>
</tbody>
</table>

*Note: DH to Union Station Gate B9 (Ar)*

Make 'Z' stops on 15th and 17th Streets.

Free running time from 52nd-Sheridan to Olde Town Arvada pnR (in westbound direction only).
BID: Olde Town Arvada Limited

**WEEKDAY***

<table>
<thead>
<tr>
<th>D</th>
<th>BLOCK PUL/VEH BR.</th>
<th>FROM</th>
<th>DUS</th>
<th>TO</th>
<th>NEXT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Olde Town Cntr</td>
<td>Olde</td>
<td>DUS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**VEHICLE NUMBER**

<table>
<thead>
<tr>
<th>OUTP</th>
<th>Type</th>
<th>Gt-B</th>
<th>Entr</th>
<th>RTE</th>
<th>TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ROUTE**

<table>
<thead>
<tr>
<th>FROM</th>
<th>61</th>
<th>55L</th>
<th>656A</th>
<th>630b</th>
<th>609</th>
<th>40</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FROM</th>
<th>64</th>
<th>55L</th>
<th>731A</th>
<th>700b</th>
<th>639</th>
<th>40</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FROM</th>
<th>61</th>
<th>55L</th>
<th>801</th>
<th>826</th>
<th>801</th>
<th>40</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**FREE RUNNING TIME**

---

**b: DH to Olde Town Arvada PnR Gt-B (Lv)**

DUS Drop off passengers using first available gate. If next scheduled time point is at DUS, proceed (IMMEDIATELY) to wall staging area; arrive next DUS gate no more than 3 minutes prior to scheduled leave time.

Makes no stops from Olde Town Arvada PnR to DUS. EXCEPT: Wadsworth/52nd

Free running time from Olde Town Arvada to DUS.
*** For Bid ***

**ROUTE 55L Olde Town Arvada Limited**

**ROUTE IN EFFECT:** Aug 14, 2016

<table>
<thead>
<tr>
<th>WEEKDAY</th>
<th>W-Bound</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>D</strong></th>
<th><strong>A</strong></th>
<th><strong>FROM</strong></th>
<th><strong>DUS</strong></th>
<th><strong>DUS</strong></th>
<th><strong>DUS</strong></th>
<th><strong>Olde</strong></th>
<th><strong>TO</strong></th>
<th><strong>NEXT</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>I</strong></td>
<td><strong>BLOCK PUL/VEH BR.</strong></td>
<td><strong>RTE Stag</strong></td>
<td><strong>B-9</strong></td>
<td><strong>B-9 Town</strong></td>
<td><strong>RTE TIME</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>V</strong></td>
<td><strong>NUMBER</strong></td>
<td><strong>OUTP</strong></td>
<td><strong>TYPE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| **FM 55L 71 outP** | **40** | **---» 349 350 355 416b 449P** |
| **FM 10 33 outP**   | **40** | **---» 404 405 410 432c 10 500P** |
| **FM 55L 76 outP**   | **40** | **---» 419 420 425 447b 519P** |
| **FM 55L 72**       | **P 40** | **1 434 435 440 502d 10 528P** |
| **FM 55L 71**       | **P 40** | **449 450 455 518b 549P** |
| **FM 55L 76**       | **P 40** | **519 520 525 548 ---» in ** |
| **FM 55L 71**       | **P 40** | **549 550 555 618 ---» in ** |

* **b:** DH to Union Station - Staging
* **c:** DH to Clfx - Fed Trans Cntr Gt-A (Lv)
* **d:** DH to Elitch Gardens

Makes no stops from DUS to Olde Town Arvada PnR EXCEPT: Wadsworth/52nd

Free running time from DUS to Olde Town Arvada PnR.
**WEEKDAY**

| ROUTE 72L | Quaker via Ward Limited | IN EFFECT Aug 14, 2016 | Page 1 of 2 |

*** For Bid ***

<table>
<thead>
<tr>
<th>W-Bound</th>
<th>D</th>
<th>A</th>
<th>FROM</th>
<th>DUS</th>
<th>DUS</th>
<th>Ward</th>
<th>Ward</th>
<th>63rd</th>
<th>Defr</th>
<th>Quak</th>
<th>TO</th>
<th>NEXT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>V NUMBER</th>
<th>OUTP</th>
<th>TYPE</th>
<th>(Ar)</th>
<th>(Lv)</th>
<th>Gt-D</th>
<th>Gt-D</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| FM 72L 72 outP | 40 | ---| 256 | 301 | 322 | 323 | 333 | 335 | 346b | 31L | 451P | ---| in |
| FM 72L 77 outP | 40 | ---| 506 | 511 | 535 | 536 | 546 | 548 | 559 | ---|      |

b : DH to Union Station Gate B14 (Ar)

On trips terminating at Ward Road P-n-R, free running time from DUS
On trips terminating at Quaker-Westwoods, free running time from Ward Road P-n-R.
No stops from DUS until Ward Rd PnR
This page is intentionally blank.
<table>
<thead>
<tr>
<th>V NUMBER</th>
<th>OUTP</th>
<th>TYPE</th>
<th>FROM</th>
<th>STN</th>
<th>Gt-A</th>
<th>Gt-B</th>
<th>Gt-D</th>
</tr>
</thead>
<tbody>
<tr>
<td>FM 76 31 outA</td>
<td>40</td>
<td>(Lv)</td>
<td>Plza Hamp Jeff Jewe Virg Wads Colf</td>
<td>436</td>
<td>442</td>
<td>444</td>
<td>449</td>
</tr>
<tr>
<td>FM 76 28 outA</td>
<td>40</td>
<td>(Lv)</td>
<td></td>
<td>511</td>
<td>517</td>
<td>519</td>
<td>524</td>
</tr>
<tr>
<td>FM 76 42 outA</td>
<td>40</td>
<td>(Ar)</td>
<td>Wads</td>
<td>552</td>
<td>559</td>
<td>601</td>
<td>606</td>
</tr>
<tr>
<td>FM 76 44 outA</td>
<td>40</td>
<td>(Ar)</td>
<td></td>
<td>614</td>
<td>622</td>
<td>630</td>
<td>636</td>
</tr>
<tr>
<td>FM 76 31 A</td>
<td>40</td>
<td>(Lv)</td>
<td>Alli</td>
<td>618</td>
<td>626</td>
<td>634</td>
<td>646</td>
</tr>
<tr>
<td>FM 76 48 outA</td>
<td>40</td>
<td>(Lv)</td>
<td>Wads</td>
<td>724</td>
<td>733</td>
<td>736</td>
<td>744</td>
</tr>
<tr>
<td>FM 76 28 A</td>
<td>40</td>
<td>(Lv)</td>
<td>Lkwd</td>
<td>703</td>
<td>710</td>
<td>719</td>
<td>722</td>
</tr>
<tr>
<td>FM 76 28 A</td>
<td>40</td>
<td>(Lv)</td>
<td></td>
<td>746</td>
<td>752</td>
<td>800</td>
<td>802</td>
</tr>
<tr>
<td>FM 76 31 P</td>
<td>40</td>
<td>(Lv)</td>
<td></td>
<td>715</td>
<td>724</td>
<td>733</td>
<td>736</td>
</tr>
<tr>
<td>FM 76 31 P</td>
<td>40</td>
<td>(Lv)</td>
<td></td>
<td>846</td>
<td>852</td>
<td>902</td>
<td>909</td>
</tr>
<tr>
<td>FM 76 28 A</td>
<td>40</td>
<td>(Lv)</td>
<td></td>
<td>1124</td>
<td>1132</td>
<td>1139</td>
<td>1148</td>
</tr>
<tr>
<td>FM 76 31 P</td>
<td>40</td>
<td>(Lv)</td>
<td></td>
<td>206</td>
<td>216</td>
<td>223</td>
<td>232</td>
</tr>
<tr>
<td>FM 76 31 P</td>
<td>40</td>
<td>(Lv)</td>
<td></td>
<td>306</td>
<td>316</td>
<td>323</td>
<td>332</td>
</tr>
<tr>
<td>FM 76 31 P</td>
<td>40</td>
<td>(Lv)</td>
<td></td>
<td>407</td>
<td>417</td>
<td>419</td>
<td>426</td>
</tr>
<tr>
<td>FM 76 31 P</td>
<td>40</td>
<td>(Lv)</td>
<td></td>
<td>552</td>
<td>602</td>
<td>610</td>
<td>618</td>
</tr>
<tr>
<td>FM 76 31 P</td>
<td>40</td>
<td>(Lv)</td>
<td></td>
<td>607</td>
<td>617</td>
<td>625</td>
<td>633</td>
</tr>
</tbody>
</table>

b: DH to Olde Town Arvada PnR Gt-C (Lv)
m: Watch for transfers from wb Rte 16L due at same time
c: DH to 106th-Melody Gt-C (Lv)
l: Watch for transfers from eb Rte 16L due at same time

Note: Okay to ARRIVE Broomfield park-n-Ride up to 3 minutes early for connections.
<table>
<thead>
<tr>
<th>WEEKDAY</th>
<th>ROUTE 76</th>
<th>Wadsworth Blvd</th>
</tr>
</thead>
<tbody>
<tr>
<td>*** For Bid ***</td>
<td>S-Bound</td>
<td>IN EFFECT Aug 14, 2016 Page 2 of 2 1607141546</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>V NUMBER</th>
<th>OUTP TYPE</th>
<th>GT-D</th>
<th>GT-C</th>
<th>STN (Sb)</th>
<th>PnR (Ar)</th>
</tr>
</thead>
<tbody>
<tr>
<td>FM 76 31</td>
<td>A 40</td>
<td>525 535 542 549 552 558 6041 605 612 622 630</td>
<td>-- 636 645</td>
<td>655A</td>
<td></td>
</tr>
<tr>
<td>FM 76 28</td>
<td>A 40</td>
<td>610 621 628 635 637 644 651 652 659 707 716</td>
<td>-- 723 732</td>
<td>755A</td>
<td></td>
</tr>
<tr>
<td>FM 76 44</td>
<td>A 40</td>
<td>-- -- -- -- -- 722 730 7371 738 746 752 801 808</td>
<td>-- -- -- -- -- 823 832</td>
<td>---in *</td>
<td></td>
</tr>
<tr>
<td>FM 76 42</td>
<td>A 40</td>
<td>708 719 726 734 737 745 752 753 801 807 816</td>
<td>-- 823 832</td>
<td>---in *</td>
<td></td>
</tr>
<tr>
<td>FM 76 31</td>
<td>A 40</td>
<td>838 849 856 904 907 915 922k 923 931 937 946</td>
<td>-- 953 1002</td>
<td>1024A</td>
<td></td>
</tr>
<tr>
<td>FM 76 28</td>
<td>A 40</td>
<td>938 949 956 1004 1007 1016 1023k 1024 1032 1037</td>
<td>1047</td>
<td>-- 1054 1103</td>
<td>1124A</td>
</tr>
<tr>
<td>FM 76 31</td>
<td>P 40</td>
<td>1208 1219 1226 1234 1237 1246 1253 1254 103 107 117</td>
<td>-- 124 133</td>
<td>206P</td>
<td></td>
</tr>
<tr>
<td>FM 76 28</td>
<td>P 40</td>
<td>108 119 126 134</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 76 51</td>
<td>outP 40</td>
<td>--- -- -- -- -- 222 231 238 239 248d</td>
<td>-- -- -- -- --</td>
<td>252P</td>
<td></td>
</tr>
<tr>
<td>FM 76 31</td>
<td>P 40</td>
<td>-- -- -- -- -- 322 331 339 340 349d</td>
<td>-- -- -- -- --</td>
<td>407P</td>
<td></td>
</tr>
<tr>
<td>FM 76 51</td>
<td>P 40</td>
<td>403 417 425 434b 437 446 453k 454 503 507</td>
<td>517 -- 525 534</td>
<td>552P</td>
<td></td>
</tr>
<tr>
<td>FM 76 31</td>
<td>P 40</td>
<td>-- -- -- -- -- 452 501 508 509 517</td>
<td>522 531 -- 538 546</td>
<td>607P</td>
<td></td>
</tr>
<tr>
<td>FM 76 65</td>
<td>P 40</td>
<td>-- -- -- -- -- 552 600 607 608 616</td>
<td>622 631 638 -- -- ---in *</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 76 31</td>
<td>P 40</td>
<td>812 823 829 837 840 847 853 854 901 910 919</td>
<td>-- 925 931</td>
<td>---in *</td>
<td></td>
</tr>
</tbody>
</table>

l : Watch for transfers from eb route 16L due at same time
k : Watch for transfers from wb Rte 16L due at same time
d : DH to Allison-Virginia (Nb) (LV)
b : Watch for transfers from wb Rte 52 due at same time
<table>
<thead>
<tr>
<th>WEEKDAY</th>
<th>ROUTE 80</th>
<th>80th Avenue</th>
<th><strong>For Bid</strong>*</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ROUTE IN EFFECT:</strong></td>
<td><strong>WEEKDAY</strong></td>
<td><strong>E-Bound</strong></td>
<td><strong>FROM 80th 80th 80th 84th 84th 88th Thor</strong></td>
</tr>
<tr>
<td><strong>I BLOCK PUL/VEH BR.</strong></td>
<td><strong>D</strong></td>
<td><strong>A</strong></td>
<td><strong>RTE Wads Sher Fed Peco Huro Wash PnR</strong></td>
</tr>
<tr>
<td><strong>V NUMBER OUTP TYPE</strong></td>
<td><strong>(Eb)</strong></td>
<td><strong>(Ar)</strong></td>
<td><strong>Gt-A</strong></td>
</tr>
<tr>
<td><strong>FM 80 1 outA 30</strong></td>
<td>--- &gt;</td>
<td>547 551 556 601 603 608 611</td>
<td>619A</td>
</tr>
<tr>
<td><strong>FM 80 1 A 30</strong></td>
<td>747 751 756 801 803 808 811</td>
<td>819A</td>
<td><strong>FM 80 1 A 30</strong></td>
</tr>
<tr>
<td><strong>FM 80 1 A 30</strong></td>
<td>947 951 956 1001 1003 1008 1011</td>
<td>1019A</td>
<td><strong>FM 80 1 A 30</strong></td>
</tr>
<tr>
<td><strong>FM 80 1 A 30</strong></td>
<td>1147 1151 1156 1201 1203 1208 1211</td>
<td>1219P</td>
<td><strong>FM 80 1 P 30</strong></td>
</tr>
<tr>
<td><strong>FM 80 1 P 30</strong></td>
<td>147 151 157 202 204 211 214</td>
<td>219P</td>
<td><strong>FM 80 1 P 30</strong></td>
</tr>
<tr>
<td><strong>FM 80 1 P 30</strong></td>
<td>347 351 357 402 404 411 414</td>
<td>419P</td>
<td><strong>FM 80 1 P 30</strong></td>
</tr>
<tr>
<td><strong>FM 80 1 P 30</strong></td>
<td>547 551 557 602 604 611 614</td>
<td>619P</td>
<td><strong>FM 80 1 P 30</strong></td>
</tr>
<tr>
<td>D</td>
<td>A</td>
<td>V NUMBER</td>
<td>OUTP</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>----------</td>
<td>------</td>
</tr>
<tr>
<td>80</td>
<td>1</td>
<td>A</td>
<td>30</td>
</tr>
<tr>
<td>80</td>
<td>1</td>
<td>A</td>
<td>30</td>
</tr>
<tr>
<td>80</td>
<td>1</td>
<td>A</td>
<td>30</td>
</tr>
<tr>
<td>80</td>
<td>1</td>
<td>A</td>
<td>30</td>
</tr>
<tr>
<td>80</td>
<td>1</td>
<td>A</td>
<td>30</td>
</tr>
<tr>
<td>80</td>
<td>1</td>
<td>A</td>
<td>30</td>
</tr>
<tr>
<td>80</td>
<td>1</td>
<td>P</td>
<td>30</td>
</tr>
<tr>
<td>80</td>
<td>1</td>
<td>P</td>
<td>30</td>
</tr>
<tr>
<td>80</td>
<td>1</td>
<td>P</td>
<td>30</td>
</tr>
<tr>
<td>80</td>
<td>1</td>
<td>P</td>
<td>30</td>
</tr>
<tr>
<td>80</td>
<td>1</td>
<td>P</td>
<td>30</td>
</tr>
<tr>
<td>80</td>
<td>1</td>
<td>P</td>
<td>30</td>
</tr>
<tr>
<td>80</td>
<td>1</td>
<td>P</td>
<td>30</td>
</tr>
</tbody>
</table>
### For Bid ***

<table>
<thead>
<tr>
<th>WEEKDAY</th>
<th>ROUTE 80L West 80th Limited</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>IN EFFECT Aug 14, 2016 Page 1 of 2 1607141546</td>
</tr>
</tbody>
</table>

**West 80th Limited**

<table>
<thead>
<tr>
<th>FROM DUS DUS 80th 80th 80th 80th Alki Simm TO NEXT</th>
</tr>
</thead>
<tbody>
<tr>
<td>D BLOCK PUL/ VEH BR. RTE B-7 B-7 Fed Sher Wads Oak 84th 82nd RTE TIME</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>V NUMBER</th>
<th>OUTP TYPE</th>
<th>(Ar) (Lv)</th>
<th>(Eb) (Wb)</th>
</tr>
</thead>
<tbody>
<tr>
<td>FM 80L 33 outP 40</td>
<td>---&gt; 501 502 517 523 529 535 540 545 ---&gt;in *</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 31L 71 P 40</td>
<td>31L 531 532 547 553 559 605 610 615 ---&gt;in *</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Free Running Time from 80th-Federal to Simms-82nd
*** For Bid ***

ROUTE 80L West 80th Limited

IN EFFECT Aug 14, 2016

WEEKDAY

S-Bound

D  A  FROM 82nd Simm 80th 80th 80th 80th Fed DUS TO NEXT
I  BLOCK PUL/ VEH BR. RTE Simm 84th Oak Wads Sher 80th HOV RTE TIME
V NUMBER OUTP TYPE  (Eb)  (Eb)  Entr

FM 80L 21 outA 40  ---> 618 625 629 636 642 648 705 --->in *
FM 80L 62 outA 40  ---> 648 655 659 706 712 718 735 --->in *

DUS  Drop off passengers using first available gate. If next scheduled time point is at DUS, proceed (IMMEDIATELY) to
     wall staging area; arrive next DUS gate no more than 3 minutes prior to scheduled leave time.

Free running time from Federal-80th to DUS.
### For Bid

**WEEKDAY**

<table>
<thead>
<tr>
<th><strong>ROUTE 87L South Wadsworth Limited</strong></th>
<th><strong>IN EFFECT</strong> Aug 14, 2016</th>
<th><strong>Page 1 of 2</strong></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>ROUTE</strong></th>
<th><strong>IN EFFECT</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>87L</td>
<td>Aug 14, 2016</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>W-Bound</strong></th>
<th><strong>TO NEXT</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>W-Bound</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>D</strong></th>
<th><strong>FROM</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Linc Bdwy</td>
<td>Bdwy Wads Wads Wads Wads</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>I</strong></th>
<th><strong>VEH BR.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>RTE 16th 14th 14th</td>
<td>6th Alam Miss Jewe Hamp</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>V NUMBER</strong></th>
<th><strong>OUTP</strong></th>
<th><strong>TYPE</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>FM</td>
<td>10</td>
<td>P 40</td>
</tr>
<tr>
<td>10</td>
<td>519</td>
<td>524</td>
</tr>
<tr>
<td>526</td>
<td>543</td>
<td>546</td>
</tr>
<tr>
<td>552</td>
<td>557</td>
<td>604</td>
</tr>
</tbody>
</table>

---

**Make Exception Stop at:** Broadway-13th, and Broadway-9th.

**Free Running Time from Civic Center Station**
<table>
<thead>
<tr>
<th>WEEKDAY</th>
<th>ROUTE 92</th>
<th>92nd Avenue</th>
<th>E-Bound</th>
<th>IN EFFECT</th>
<th>Aug 14, 2016</th>
<th>Page 1 of 2</th>
<th>1607141546</th>
</tr>
</thead>
</table>

*** For Bid ***

| D A | FROM Wbst Wads Harl US36 US36 92nd Peco Thor Thor Wash Gayl 100 Colo Colo Smgr | TO NEXT RTE 84th 88th 91st Sher Sher Fed 90th PnR PnR 88th Carl Stel 104 120 Harr RTE TIME V NUMBER OUTP TYPE |
|------|---------------------------------|--------------------------------|--------|-----------|--------------|-------------|-------------|
| FM  | 92 4 out A 40 | --> | 541 543 548 552 554 502 506 606 606 612 612 616 621 625 628 634 638 640A |
| FM  | 92 1 A 40 | 611 613 618 622 624 632 636 642 642 646 651 655 658 704 708 712A |
| FM  | 92 2 A 40 | 641 643 648 652 654 703 707 713 713 717c 722 726 729 735 740 742A |
| FM  | 92 3 A 40 | 713 715 720 724 726 735 739 745 745 749 754 758 801 807 812 815A |
| FM  | 92 5 A 40 | 743 745 750 754 756 805 809 815 815 819 824 828 831 837 842 845A |
| FM  | 92 4 A 40 | 813 815 820 824 826 835 839 845 845 849 854 858 901 907 912 915A |
| FM  | 92 1 A 40 | 843 846 851 855 857 905 908 914 916 920 925 929 932 937 941 942A |
| FM  | 92 2 A 40 | 913 916 921 925 927 935 938 944 946 950 955 959 1002 1007 1011 1012A |
| FM  | 92 3 A 40 | 943 946 951 955 957 1005 1008 1014 1016 1020 1025 1029 1032 1037 1041 1042A |
| FM  | 92 5 A 40 | 1013 1016 1021 1025 1027 1035 1038 1044 1046 1050 1055 1059 1102 1107 1111 1112A |
| FM  | 92 4 A 40 | 1044 1047 1052 1056 1058 1105 1108 1114 1116 1120 1125 1129 1132 1137 1141 1142A |
| FM  | 92 1 A 40 | 1114 1117 1122 1126 1128 1135 1138 1144 1146 1150 1155 1159 1202 1207 1211 1212A |
| FM  | 92 2 A 40 | 1144 1147 1152 1156 1158 1205 1208 1214 1216 1220 1225 1229 1232 1237 1241 1242P |
| FM  | 92 3 P 40 | 1214 1217 1222 1226 1228 1235 1238 1244 1246 1250 1255 1259 102 107 111 112P |
| FM  | 92 5 P 40 | 1242 1245 1250 1255 1257 105 108 114 116 120 125 129 132 137 142 145P |
| FM  | 92 4 P 40 | 112 115 120 125 127 135 138 144 146 150 155 200 204 209 215 218P |
| FM  | 92 1 P 40 | 142 145 150 155 157 205 209 215 |
| FM  | 92 1 P 40 | 215 217 221 226 231 235 240 245 248P |
| FM  | 92 2 P 40 | 210 213 218 224 226 235 239 245 247 251 256 300 304 309 314 317P |
| FM  | 92 3 P 40 | 240 243 248 254 |
| FM  | 92 3 P 40 | 254 256 305 309 315 317 321 326 330 334 339 344 347P |
| FM  | 92 5 P 40 | 310 313 318 324 326 335 339 345 347 351 356 400 404 409 414 417P |
| FM  | 92 4 P 40 | 340 343 348 354 356 405 409 415 417 421 426 430 434 439 444 447P |
| FM  | 92 1 P 40 | 411 414 419 425 427 436 439 445 447 451 456 500 503 508 512 515P |
| FM  | 92 2 P 40 | 441 444 449 455 457 506 509 515 517 521 526 530 533 538 542 543P |
| FM  | 92 3 P 40 | 511 514 519 525 527 536 539 545 547 551 556 600 603 608 612 613P |
| FM  | 92 5 P 40 | 541 544 549 555 557 606 609 615 617 621 626 630 633 638 642 --> | In * |
| FM  | 92 4 P 40 | 611 614 619 625 627 636 639 645 647 651 656 700 703 708 712 713P |
| FM  | 92 2 P 40 | 713 716 721 726 728 736 739 745 747 751 756 800 803 808 812 814P |
| FM  | 92 4 P 40 | 819 822 826 830 832 838 841 847 849 853 858 892 905 910 914 917P |
| FM  | 92 2 P 40 | 919 922 926 930 932 938 941 947 949 953 958 1002 1005 1010 1014 --> | In * |
| FM  | 92 4 P 40 | 1019 1022 1026 1030 1032 1038 1041 1047 1049 1053 1058 1102 1105 1110 1114 --> | In * |

* c: Connects with Route 12 NB due at same time.
WEEKDAY

ROUTE 92

92nd Avenue

IN EFFECT: Aug 14, 2016

Page 2 of 2

*** For Bid ***
W-Bound
D
A
FROM Smgr Colo Colo 100 Gayl 88th Thor Thor Peco 92nd US36 US36 Harl Wads Wbst
TO NEXT
I BLOCK PUL/ VEH BR. RTE Harr 120 104 Stel Eppg Wash PnR PnR 90th Fed Sher Sher 91st 88th 84th RTE TIME
V NUMBER OUTP TYPE
Gt-A Gt-A
Gt-A Gt-A
(Ar) (Lv)
---> -- 452 458 500 504 510 513 513 519 524 531 532 534 540 542
FM 92 1 outA
40
611A
---> 512 520 526 528 532 538 541 541 547 552 559 600 602 608 610
FM 92 2 outA
40
641A
---> 539 548 554 557 602 609 612 612 618 623 631 632 634 641 643
FM 92 3 outA
40
713A
--->
FM 92 5 outA
40
612 621 627 630 635 642 645 645 651 656 704 705 707 714 716
743A
FM 92 4
A
40
640 649 656 659 704 711 714 714 720 725 734 735 737 744 746
813A
FM 92 1
A
40
712 721 728 731 736 743 746 746 752 757 806 807 809 816 818
843A
FM 92 2
A
40
742 750 755 758 803 810 813 813 819 824 833 834 836 843 845
913A
FM 92 3
A
40
815 823 828 831 836 843 846 846 852 857 906 907 909 916 918
943A
FM 92 5
A
40
845 853 858 901 906 913 916 916 922 927 936 937 939 946 948
1013A
FM 92 4
A
40
915 923 928 931 936 943 946 946 952 957 1006 1007 1009 1016 1018
1044A
FM 92 1
A
40
942 950 955 958 1003 1010 1013 1013 1019 1024 1033 1034 1037 1044 1046
1114A
FM 92 2
A
40
1012 1020 1025 1028 1033 1040 1043 1043 1049 1054 1103 1104 1107 1114 1116
1144A
FM 92 3
A
40
1042 1050 1055 1058 1103 1110 1113 1113 1119 1124 1133 1134 1137 1144 1146
1214P
FM 92 5
A
40
1112 1120 1125 1128 1133 1140 1143 1143 1149 1154 1203 1204 1207 1214 1216
1242P
FM 92 4
A
40
1142 1150 1155 1158 1203 1210 1213 1213 1219 1224 1233 1234 1237 1244 1246
112P
FM 92 1
P
40
1212 1220 1225 1228 1233 1240 1243 1243 1249 1254 103 104 107 114 116
142P
FM 92 2
P
40
1242 1250 1255 1258 103 110 113 113
FM 92 2
P
40
113 113 120 125 134 135 137 145 147
210P
FM 92 3
P
40
112 120 125 128 133 140 143 143 150 155 204 205 207 215 217
240P
FM 92 5
P
40
145 153 158 201 206 213 216 216
FM 92 5
P
40
216 216 223 228 237 238 240 248c 250
310P
FM 92 4
P
40
218 226 231 234 239 246 249 249 256 301 310
FM 92 4
P
40
310 311 313 321 323
340P
FM 92 1
P
40
248 256 301 304 309 316 319 319 326 331 340 341 343 351 353
411P
FM 92 2
P
40
317 326 332 335 340 347 350 350 358 403 412 413 415 423 425
441P
FM 92 3
P
40
347 356 402 405 410 417 420 420 427 432 442 443 445 452 454
511P
FM 92 5
P
40
417 426 432 435 440 447 450 450 457 502 512 513 515 522 524
541P
FM 92 4
P
40
447 455 501 503 508 514 517 517 524 529 539 540 543 550c 552
611P
FM 92 1
P
40
515 523 528 530 535 541 544 546 552 557 606 607 610 617g 619 --->in *
FM 92 2
P
40
543 551 556 558 603 609 612 612 618 623 631 632 634 641 643
713P
FM 92 3
P
40
613 621 626 628 633 639 642 642 648 653 701 702 704 711 713 --->in *
FM 92 4
P
40
713 721 726 728 733 739 742 742 748 753 801 802 804 811 813
819P
FM 92 2
P
40
814 822 827 829 834 839 842 842 848 853 901 902 904 911 913
919P
FM 92 4
P
40
917 924 929 931 935 940 943 943 949 954 1001 1002 1004 1011 1013
1019P
c : Connect to Route 76 SB.
g : Free running time from US36 & Sheridan Station to Webster-84th.

WEEKDAY

W-Bound

ROUTE 92

92nd Avenue

Page 2 of 2

160714.1546


<table>
<thead>
<tr>
<th>WEEKDAY</th>
<th>E-Bound</th>
<th>ROUTE 104 West 104th Avenue</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>WEEKDAY</strong></td>
<td><strong>ROUTE 104</strong></td>
<td><strong>West 104th Avenue</strong></td>
</tr>
<tr>
<td>FOR BID</td>
<td>E-Bound</td>
<td><strong>IN EFFECT</strong> Aug 14, 2016 Page 1 of 2</td>
</tr>
<tr>
<td><strong>D</strong></td>
<td><strong>FROM</strong></td>
<td><strong>US36 Harl Prce 104 104 104 106</strong></td>
</tr>
<tr>
<td><strong>I</strong></td>
<td><strong>VEH BR.</strong></td>
<td><strong>RTE Sher 91st 92nd US36 Sher Fed Mel RTE TIME</strong></td>
</tr>
<tr>
<td><strong>V</strong></td>
<td><strong>NUMBER OUTP TYPE</strong></td>
<td><strong>Gt-A</strong></td>
</tr>
<tr>
<td><strong>FM 104 1 outA</strong></td>
<td><strong>30</strong></td>
<td><strong>550 553 555 600 602 606 612</strong></td>
</tr>
<tr>
<td><strong>FM 104 1 A</strong></td>
<td><strong>30</strong></td>
<td><strong>650 653 655 700 702 706 712</strong></td>
</tr>
<tr>
<td><strong>FM 104 1 A</strong></td>
<td><strong>30</strong></td>
<td><strong>670 675 675 800 802 806 812</strong></td>
</tr>
<tr>
<td><strong>FM 104 1 A</strong></td>
<td><strong>30</strong></td>
<td><strong>950 953 955 1000 1002 1006 1012</strong></td>
</tr>
<tr>
<td><strong>FM 104 1 A</strong></td>
<td><strong>30</strong></td>
<td><strong>1050 1053 1055 1100 1102 1106 1112</strong></td>
</tr>
<tr>
<td><strong>FM 104 1 A</strong></td>
<td><strong>30</strong></td>
<td><strong>1150 1153 1155 1200 1202 1206 1212</strong></td>
</tr>
<tr>
<td><strong>FM 104 1 P</strong></td>
<td><strong>30</strong></td>
<td><strong>1250 1253 1255 100 102 106 112</strong></td>
</tr>
<tr>
<td><strong>FM 104 1 P</strong></td>
<td><strong>30</strong></td>
<td><strong>150 153 155 200 202 206 212</strong></td>
</tr>
<tr>
<td><strong>FM 104 1 P</strong></td>
<td><strong>30</strong></td>
<td><strong>249 252 254 259 301 305 311</strong></td>
</tr>
<tr>
<td><strong>FM 104 1 P</strong></td>
<td><strong>30</strong></td>
<td><strong>349 353 355 400 402 406 412</strong></td>
</tr>
<tr>
<td><strong>FM 104 1 P</strong></td>
<td><strong>30</strong></td>
<td><strong>449 453 455 500 502 506 512</strong></td>
</tr>
<tr>
<td><strong>FM 104 1 P</strong></td>
<td><strong>30</strong></td>
<td><strong>549 553 555 600 602 606 612</strong></td>
</tr>
<tr>
<td><strong>FM 112 8 P</strong></td>
<td><strong>40</strong></td>
<td><strong>650 653 655 700 702 706 712</strong></td>
</tr>
</tbody>
</table>
**WEEKDAY**

**ROUTE 104 West 104th Avenue**

**IN EFFECT** Aug 14, 2016  Page 2 of 2  1607141546

*** For Bid ***

<table>
<thead>
<tr>
<th>D</th>
<th>A</th>
<th>FROM</th>
<th>104</th>
<th>104</th>
<th>Chch</th>
<th>Prce</th>
<th>Harl US36</th>
<th>TO NEXT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**W-Bound**

<table>
<thead>
<tr>
<th>V NUMBER</th>
<th>OUTP</th>
<th>TYPE</th>
<th>Gt-C</th>
<th>Gt-C</th>
<th>Gt-A</th>
</tr>
</thead>
<tbody>
<tr>
<td>FM 104 1</td>
<td>A</td>
<td>30</td>
<td>620</td>
<td>626</td>
<td>629</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>631</td>
<td>636</td>
<td>638</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>645</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 104 1</td>
<td>A</td>
<td>30</td>
<td>720</td>
<td>726</td>
<td>729</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>731</td>
<td>736</td>
<td>738</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>745</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 104 1</td>
<td>A</td>
<td>30</td>
<td>820</td>
<td>826</td>
<td>829</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>831</td>
<td>836</td>
<td>838</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>845</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 104 1</td>
<td>A</td>
<td>30</td>
<td>920</td>
<td>926</td>
<td>929</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>931</td>
<td>936</td>
<td>938</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>944</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 104 1</td>
<td>A</td>
<td>30</td>
<td>1020</td>
<td>1026</td>
<td>1029</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1031</td>
<td>1036</td>
<td>1038</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1044</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 104 1</td>
<td>A</td>
<td>30</td>
<td>1120</td>
<td>1126</td>
<td>1129</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1131</td>
<td>1136</td>
<td>1138</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1144</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 104 1</td>
<td>P</td>
<td>30</td>
<td>1220</td>
<td>1226</td>
<td>1229</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1231</td>
<td>1236</td>
<td>1238</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1244</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 104 1</td>
<td>P</td>
<td>30</td>
<td>1260</td>
<td>1266</td>
<td>1269</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1271</td>
<td>1276</td>
<td>1279</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1284</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 104 1</td>
<td>P</td>
<td>30</td>
<td>220</td>
<td>226</td>
<td>229</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>231</td>
<td>236</td>
<td>238</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>244</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 104 1</td>
<td>P</td>
<td>30</td>
<td>320</td>
<td>326</td>
<td>329</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>331</td>
<td>336</td>
<td>338</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>345</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 104 1</td>
<td>P</td>
<td>30</td>
<td>420</td>
<td>426</td>
<td>429</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>431</td>
<td>436</td>
<td>438</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>445</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 104 1</td>
<td>P</td>
<td>30</td>
<td>520</td>
<td>526</td>
<td>529</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>531</td>
<td>536</td>
<td>538</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>545</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 112 8</td>
<td>P</td>
<td>40</td>
<td>112</td>
<td>622</td>
<td>628</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>631</td>
<td>633</td>
<td>638</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>640</td>
<td>645</td>
<td></td>
</tr>
<tr>
<td>FM 112 8</td>
<td>P</td>
<td>40</td>
<td>720</td>
<td>726</td>
<td>729</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>731</td>
<td>736</td>
<td>738</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>743</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---in *
At US 36 & Broomfield PnR watch for possible transfers from BOTH EB and/or WB Regional routes and wait up to 3 min if need be.
<table>
<thead>
<tr>
<th>WEEKDAY</th>
<th>ROUTE 112 West 112th Avenue</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>For Bid</strong>*</td>
<td><strong>W-Bound</strong>*</td>
</tr>
<tr>
<td>D</td>
<td>A</td>
</tr>
<tr>
<td>I</td>
<td>BLOCK PUL/</td>
</tr>
<tr>
<td>V</td>
<td>NUMBER OUTP</td>
</tr>
<tr>
<td>FM 112</td>
<td>6 outA</td>
</tr>
<tr>
<td>FM 112</td>
<td>18</td>
</tr>
<tr>
<td>FM 112</td>
<td>2</td>
</tr>
<tr>
<td>FM 112</td>
<td>6</td>
</tr>
<tr>
<td>FM 128</td>
<td>7</td>
</tr>
<tr>
<td>FM 120</td>
<td>23</td>
</tr>
<tr>
<td>FM 228</td>
<td>11</td>
</tr>
<tr>
<td>FM 8</td>
<td>1</td>
</tr>
<tr>
<td>FM 120</td>
<td>5</td>
</tr>
<tr>
<td>FM 228</td>
<td>3</td>
</tr>
<tr>
<td>FM 228</td>
<td>10</td>
</tr>
<tr>
<td>FM 112</td>
<td>18</td>
</tr>
<tr>
<td>FM 228</td>
<td>14 outP</td>
</tr>
<tr>
<td>FM 128</td>
<td>4</td>
</tr>
<tr>
<td>FM 112</td>
<td>16</td>
</tr>
<tr>
<td>FM 112</td>
<td>8</td>
</tr>
<tr>
<td>FM 228</td>
<td>17</td>
</tr>
<tr>
<td>FM 120</td>
<td>5</td>
</tr>
<tr>
<td>FM 112</td>
<td>16</td>
</tr>
<tr>
<td>FM 120</td>
<td>9</td>
</tr>
<tr>
<td>FM 228</td>
<td>3</td>
</tr>
<tr>
<td>FM 228</td>
<td>10</td>
</tr>
<tr>
<td>FM 112</td>
<td>18</td>
</tr>
</tbody>
</table>

---
e: Please wait for up to 2 min. after scheduled departure time for Rte #88 due at the same time.
b: DH to US 36 & Broomfield Stn Gt-C (Lv)

At Sheridan Blvd, please watch for riders transferring from Rte 51.
**WEEKDAY**

ROUTE 120 120th Avenue / Brighton

IN EFFECT Aug 14, 2016

<table>
<thead>
<tr>
<th>ROUTE 120</th>
<th>120th Avenue / Brighton</th>
</tr>
</thead>
<tbody>
<tr>
<td>FM 120</td>
<td>5 out A 40</td>
</tr>
<tr>
<td>FM 120</td>
<td>24 A 40</td>
</tr>
<tr>
<td>FM 120</td>
<td>22 A 40</td>
</tr>
<tr>
<td>FM 228</td>
<td>3 A 40</td>
</tr>
<tr>
<td>FM 8</td>
<td>1 A 40</td>
</tr>
<tr>
<td>FM 228</td>
<td>10 A 40</td>
</tr>
<tr>
<td>FM 112</td>
<td>18 A 30</td>
</tr>
<tr>
<td>FM 128</td>
<td>4 A 30</td>
</tr>
<tr>
<td>FM 8</td>
<td>1 P 40</td>
</tr>
<tr>
<td>FM 120</td>
<td>5 P 40</td>
</tr>
<tr>
<td>FM 120</td>
<td>24 P 40</td>
</tr>
<tr>
<td>FM 120</td>
<td>24 P 40</td>
</tr>
<tr>
<td>FM 120</td>
<td>12 P 40</td>
</tr>
<tr>
<td>FM 8</td>
<td>1 P 40</td>
</tr>
<tr>
<td>FM 228</td>
<td>3 P 40</td>
</tr>
<tr>
<td>FM 120</td>
<td>9 out P 40</td>
</tr>
<tr>
<td>FM 228</td>
<td>10 P 30</td>
</tr>
<tr>
<td>FM 120</td>
<td>24 P 40</td>
</tr>
<tr>
<td>FM 112</td>
<td>18 P 40</td>
</tr>
<tr>
<td>FM 120</td>
<td>12 P 40</td>
</tr>
<tr>
<td>FM 124</td>
<td>4 P 30</td>
</tr>
<tr>
<td>FM 112</td>
<td>16 P 30</td>
</tr>
<tr>
<td>FM 228</td>
<td>3 P 40</td>
</tr>
<tr>
<td>FM 228</td>
<td>10 P 30</td>
</tr>
</tbody>
</table>

---

**For Bid**

**E-Bound**

<table>
<thead>
<tr>
<th>VEHICLE</th>
<th>BLOCK</th>
<th>PUL Type</th>
<th>NUM OUT</th>
<th>TYPE</th>
</tr>
</thead>
<tbody>
<tr>
<td>D</td>
<td>A</td>
<td>FROM 36 Mdw</td>
<td>120</td>
<td>120</td>
</tr>
<tr>
<td>I</td>
<td>B</td>
<td>RTE Bld Opal Sher</td>
<td>Wagn Wagn 120</td>
<td>120</td>
</tr>
<tr>
<td>V</td>
<td>N</td>
<td>LOWE Road Road Wash Colo Queb Peor</td>
<td>120</td>
<td>120</td>
</tr>
</tbody>
</table>

---

**ROUTE FROM**

<table>
<thead>
<tr>
<th>D</th>
<th>A</th>
<th>F 120</th>
<th>120th Ave</th>
<th>BOUND</th>
</tr>
</thead>
<tbody>
<tr>
<td>D</td>
<td>A</td>
<td>F 120</td>
<td>120th Ave</td>
<td>BOUND</td>
</tr>
</tbody>
</table>

---

**ROUTE TIME**

<table>
<thead>
<tr>
<th>D</th>
<th>A</th>
<th>F 120</th>
<th>120th Ave</th>
<th>BOUND</th>
</tr>
</thead>
<tbody>
<tr>
<td>D</td>
<td>A</td>
<td>F 120</td>
<td>120th Ave</td>
<td>BOUND</td>
</tr>
</tbody>
</table>

---

**EFFECT**

<table>
<thead>
<tr>
<th>D</th>
<th>A</th>
<th>F 120</th>
<th>120th Ave</th>
<th>BOUND</th>
</tr>
</thead>
<tbody>
<tr>
<td>D</td>
<td>A</td>
<td>F 120</td>
<td>120th Ave</td>
<td>BOUND</td>
</tr>
</tbody>
</table>

---

**TO NEXT**

<table>
<thead>
<tr>
<th>D</th>
<th>A</th>
<th>F 120</th>
<th>120th Ave</th>
<th>BOUND</th>
</tr>
</thead>
<tbody>
<tr>
<td>D</td>
<td>A</td>
<td>F 120</td>
<td>120th Ave</td>
<td>BOUND</td>
</tr>
</tbody>
</table>

---

**DIRECTIONS**

<table>
<thead>
<tr>
<th>D</th>
<th>A</th>
<th>F 120</th>
<th>120th Ave</th>
<th>BOUND</th>
</tr>
</thead>
<tbody>
<tr>
<td>D</td>
<td>A</td>
<td>F 120</td>
<td>120th Ave</td>
<td>BOUND</td>
</tr>
</tbody>
</table>

---

**DESCRIPTION**

Watch for transfers passengers from Rte 120X due at the same time.

If no passenger on board at Prairie Center Pkwy/27th Ave (Wb), ok to pull directly into Garage via: R - 27th Ave, R - 144th, R - to I-76 (Wb) and regular pull-in routing.

At US 36 & Broomfield Station, all trips connect to/from routes 'Flatiron Flyer' and other regional routes. Watch for passengers trying to transfer from Regional routes in both directions and wait up to 3 min past your scheduled leave time if needed.

---

**WEEKDAY**

ROUTE 120 120th Avenue / Brighton

IN EFFECT Aug 14, 2016

Page 1 of 2

1607141546
### For Bid ***

<table>
<thead>
<tr>
<th>WEEKDAY</th>
<th>ROUTE 120</th>
<th>120th Avenue / Brighton</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>IN EFFECT</strong></td>
<td></td>
<td>Aug 14, 2016</td>
</tr>
<tr>
<td><strong>Page 2 of 2</strong></td>
<td></td>
<td>1607141546</td>
</tr>
</tbody>
</table>

**W-Bound**

<table>
<thead>
<tr>
<th>D</th>
<th>A</th>
<th>FROM(Pr)} Plat</th>
<th>Adam</th>
<th>Brid US85</th>
<th>4th Sable</th>
<th>120</th>
<th>120</th>
<th>120</th>
<th>120</th>
<th>Wagn Wagn</th>
<th>120</th>
<th>120</th>
<th>Mdwy US36</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>BLOCK PUL/ VEH BR.</td>
<td>RTE</td>
<td>27th Vail</td>
<td>Just</td>
<td>19th Brdg</td>
<td>Laur</td>
<td>120</td>
<td>Peor Queb</td>
<td>Colo</td>
<td>Wash</td>
<td>Road</td>
<td>Road</td>
<td>Lowe</td>
</tr>
<tr>
<td>V</td>
<td>NUMBER</td>
<td>OUTP</td>
<td>TYPE</td>
<td>(Lv)</td>
<td>Med</td>
<td>PnR</td>
<td>(Ar)</td>
<td>(Lv)</td>
<td>Gt-H</td>
<td>Gt-H</td>
<td>Gt-C</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| **ROUTE 120 22 outA** | 40 | ---| 603 | 607 | 611 | 622 | 628 | 630 | 639 | 643 | 648 | 654 | 700 | 705 | 705 | 712 | 715 | 721 | 728c | 735A |
| **ROUTE 120 23 outA** | 40 | ---| 626 | 630 | 634 | 645 | 651 | 654 | 704 | 709 | 715 | 723 | 729 | 735 | 735 | 742 | 745 | 751 | 800 | 112 | 805A |
| **ROUTE 120 5 A** | 40 | 8 | -- | -- | -- | -- | -- | -- | -- | -- | -- | -- | 800 | 807 | 810 | 816 | 825c | 835A |
| **ROUTE 120 12 A** | 40 | 12 | 825 | 829 | 833 | 843 | 849 | 851 | 901 | 906 | 912 | 919 | 925 | 930 | 930 | 937 | 941 | 947 | 954 | 228 | 1005A |
| **ROUTE 120 24 A** | 40 | 854 | 858 | 902 | 912 | 918 | 920 | 930 | 935 | 941 | 948 | 954 | 959 | 959 | 959 | 959 | 959 | 1006 | 1010 | 1016 | 1023 | 228 | 1105A |
| **ROUTE 228 3 A** | 40 | 954 | 958 | 1002 | 1012 | 1018 | 1020 | 1030 | 1035 | 1041 | 1048 | 1054 | 1059 | 1059 | 1059 | 1059 | 1106 | 1110 | 1116 | 1123 | 112 | 1135A |
| **ROUTE 228 10 A** | 40 | 1054 | 1058 | 1102 | 1112 | 1118 | 1120 | 1130 | 1135 | 1141 | 1148 | 1154 | 1159 | 1159 | 1159 | 1159 | 1206 | 1210 | 1216 | 1223 | 112 | 1235P |
| **ROUTE 112 18 A** | 30 | 1153 | 1157 | 1201 | 1212 | 1218 | 1220 | 1230 | 1235 | 1240 | 1247 | 1252 | 100 | 100 | 107 | 111 | 118 | 124 | 112 | 135P |
| **ROUTE 112 4 P** | 30 | 1253 | 1257 | 101 | 112 | 118 | 120 | 130 | 135 | 140 | 147 | 154 | 200 | 200 | 207 | 211 | 218 | 224 | 112 | 235P |
| **ROUTE 8 1 P** | 40 | 153 | 157 | 201 | 212 | 218 | 220 | 230 | 235 | 240 | 247 | 254 | 300 | 300 | 307 | 311 | 318 | 324c | 335P |
| **ROUTE 120 5 P** | 40 | 250 | 254 | 258 | 308 | 314 | 316 | 326 | 331 | 337 | 344 | 351 | 357 | 357b | 405 | 409 | 416 | 424 | 112 | 435P |
| **ROUTE 8 1 P** | 40 | 349 | 353 | 357 | 408 | 414 | 416 | 426 | 431 | 437 | 444 | 451 | 457 | 457b | 504 | 508 | 516 | 516 | 524c | 535P |
| **ROUTE 120 24 P** | 40 | 449 | 453 | 457 | 508 | 514 | 516 | 526 | 531 | 537 | 544 | 551 | 557 | 557b | 604 | 608 | 616 | 624c | 635P |
| **ROUTE 120 24 P** | 40 | 449 | 453 | 457 | 508 | 514 | 516 | 526 | 531 | 537 | 544 | 551 | 557 | 557b | 604 | 608 | 616 | 624c | 635P |
| **ROUTE 228 3 P** | 40 | 602 | 606 | 610 | 620 | 626 | 628 | 637 | 641 | 646 | 652 | 658 | 702 | 702 | 709 | 712 | 718 | 724 | 112 | 735P |
| **ROUTE 228 10 P** | 30 | 702 | 706 | 710 | 720 | 726 | 737 | 737 | 741 | 746 | 752 | 758 | 802 | 802 | 809 | 812 | 818 | 824 | 112 | 835P |
| **ROUTE 112 18 P** | 30 | 802 | 806 | 810 | 820 | 826 | 828 | 837 | 841 | 846 | 852 | 858 | 902 | 902 | 909 | 912 | 918 | 924 | 112 | 935P |

---

c : DH to US 36 & Broomfield Stn Gt-H (Lv)
b : Watch for transferring passengers from Route 120X Northbound
### WEEKDAY

**ROUTE 128 Broomfield / Wagon Road**

**IN EFFECT** Aug 14, 2016  
**Page 1 of 2**  
**1607141546**

---

**For Bid***

| D | A | FROMUS36 Mdw | 3rd Mdw Wlak | 132 134 Wagn | TO NEXT
|---|---|---|---|---|
| I | BLOCK PUL/ | VEH BR. | RTE Bfld Opal Spdr Sher Lowl Zuni Kala Road | RTE TIME
<table>
<thead>
<tr>
<th>V</th>
<th>NUMBER OUTP</th>
<th>TYPE</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-Bound</td>
<td>Gt-J</td>
<td>Gt-G</td>
</tr>
</tbody>
</table>

### WEEKDAY

**ROUTE 128 Broomfield / Wagon Road**

**IN EFFECT** Aug 14, 2016  
**Page 1 of 2**  
**1607141546**

---

**For Bid***

| FM 120 24 outA | 40 | 535 540 545 548 552 556 559 607 | 618A |
| FM 128 7 outA | 30 | 605 610 615 618 622 626 629 637 | 648A |
| FM 228 3 A | 40 | 228 635 640 645 648 652 656 659 707 | 718A |
| FM 228 11 A | 30 | 705 710 715 718 722 726 729 737 | 748A |
| FM 228 10 A | 30 | 735 740 745 748 752 756 759 807 | 821A |
| FM 128 4 A | 30 | 805 810 815 818 822 826 829 837 | 851A |
| FM 112 18 A | 30 | 835 840 845 848 852 856 859 907 | 921A |
| FM 128 4 A | 30 | 935 940 944 947 951 955 958 1006 | 1021A |
| FM 8 1 A | 40 | 1121035 1040 1044 1047 1051 1055 1058 1106 | 1121A |
| FM 120 5 A | 40 | 112135 1140 1144 1147 1151 1155 1158 1206 | 1221P |
| FM 120 24 P | 40 | 2281235 1240 1244 1247 1251 1255 1258 106 | 121P |
| FM 120 12 P | 40 | 228 135 140 144 147 151 155 158 206 | 221P |
| FM 228 15 P | 30 | 305 310 314 317 321 325 328 336 | 349P |
| FM 228 10 P | 30 | 228 335 340 344 347 351 355 358 406 | 419P |
| FM 228 14 P | 30 | 112 405 410 414 417 421 425 428 436 | 449P |
| FM 128 18 P | 30 | 228 435 441 446 449 453 457 500 508 | 523P |
| FM 128 13 P | 30 | 228 505 511 516 519 523 527 530 538 | 553P |
| FM 128 4 P | 30 | 228 535 541 546 549 553 557 600 608 | 623P |
| FM 128 15 P | 30 | 228 605 610 614 617 621 625 628 635 | 635---in * |
| FM 8 1 P | 40 | 228 640 645 649 652 656 700 703 710 | 710---in * |

---

At Wagon Road PnR Ok to let passengers off at Gate E before proceeding to Gate G.
### WEEKDAY BOUND W-Bound

**ROUTE 128 Broomfield / Wagon Road**

**IN EFFECT Aug 14, 2016**

<table>
<thead>
<tr>
<th>WEEKDAY</th>
<th>ROUTE 128</th>
<th>Broomfield / Wagon Road</th>
<th>PAGE 2 of 2</th>
</tr>
</thead>
</table>

**D**

<table>
<thead>
<tr>
<th>BLOCK PUL/VEH BR.</th>
<th>V NUMBER OUTP</th>
<th>TYPE</th>
<th>FROM</th>
<th>TO NEXT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Wagn</strong></td>
<td><strong>Gt-G (Lv)</strong></td>
<td><strong>US36</strong></td>
<td><strong>Broomfield Stn</strong></td>
<td><strong>Gt-C Gt-G Gt-H Gt-J</strong></td>
</tr>
</tbody>
</table>

| FM 128 | 4 outA | 30 | 551 558 601 606 610 613 618 | 625 | 228 635A |
| FM 120 | 24 A | 40 | 618 626 629 634 638 641 646 | 655 | 120 705A |
| FM 128 | 7 A | 30 | 648 656 659 704 708 711 716 725 | 112 735A |
| FM 228 | 3 A | 40 | 718 726 729 734 738 741 746 | 755 | 120 805A |
| FM 228 | 11 A | 30 | 748 756 759 804 808 811 816 | 825b | 112 835A |
| FM 228 | 10 A | 30 | 821 828 831 836 840 843 848 | 855 | 120 905A |
| FM 128 | 4 A | 30 | 851 858 901 906 910 913 918 | 925 | 935A |
| FM 112 | 18 A | 30 | 921 928 931 936 940 943 948 | 955 | 120 1005A |
| FM 128 | 4 A | 30 | 1021 1028 1031 1036 1040 1043 1048 | 1055 | 120 1105A |
| FM 8 | 1 A | 40 | 1121 1128 1131 1136 1140 1143 1148 | 1155 | 120 1205P |
| FM 120 | 5 P | 40 | 1221 1228 1231 1236 1240 1243 1248 | 1255 | 120 105P |
| FM 120 | 24 P | 40 | 121 128 131 136 140 143 148 | 155 | 120 205P |
| FM 120 | 12 P | 40 | 221 228 231 236 240 243 248 | 255 | 120 305P |
| FM 128 | 13 outP | 30 | 249 257 300 305 309 312 317 | 325 | 228 335P |
| FM 228 | 3 P | 40 | 319 327 330 335 339 342 347 | 355 | 120 405P |
| FM 128 | 15 P | 30 | 349 357 400 405 409 412 417 | 425 | 228 435P |
| FM 228 | 10 P | 30 | 419 427 430 435 439 442 447 | 455 | 120 505P |
| FM 228 | 14 P | 30 | 449 457 500 505 509 512 517 | 525 | 228 535P |
| FM 112 | 18 P | 30 | 523 530 533 537 540 543 548 | 555 | 120 605P |
| FM 128 | 13 P | 30 | 553 600 603 607 610 613 618 | 625 | 120 625P |
| FM 128 | 4 P | 30 | 623 630 633 637 640 643 648 | 655 | 120 705P |

**OUT TO IN**

**b : DH to US 36 & Broomfield Stn Gt-C (Lv)**
## For Bid

<table>
<thead>
<tr>
<th>WEEKDAY</th>
<th>ROUTE 157 CCA - Buckley</th>
<th>E-Bound</th>
</tr>
</thead>
<tbody>
<tr>
<td>D</td>
<td>FROM</td>
<td>CENT</td>
</tr>
<tr>
<td>I</td>
<td>BLOCK PUL/VEH BR.</td>
<td>RTE</td>
</tr>
<tr>
<td>V NUMBER</td>
<td>OUTP</td>
<td>TYPE</td>
</tr>
<tr>
<td>FM 157</td>
<td>1</td>
<td>outA</td>
</tr>
<tr>
<td>FM 157</td>
<td>2</td>
<td>outA</td>
</tr>
<tr>
<td>FM 157</td>
<td>1</td>
<td>A</td>
</tr>
<tr>
<td>FM 157</td>
<td>2</td>
<td>A</td>
</tr>
<tr>
<td>FM 157</td>
<td>1</td>
<td>A</td>
</tr>
<tr>
<td>FM 157</td>
<td>2</td>
<td>A</td>
</tr>
<tr>
<td>FM 157</td>
<td>1</td>
<td>A</td>
</tr>
<tr>
<td>FM 157</td>
<td>2</td>
<td>A</td>
</tr>
<tr>
<td>FM 157</td>
<td>1</td>
<td>A</td>
</tr>
<tr>
<td>FM 157</td>
<td>2</td>
<td>A</td>
</tr>
<tr>
<td>FM 157</td>
<td>1</td>
<td>A</td>
</tr>
<tr>
<td>FM 157</td>
<td>2</td>
<td>P</td>
</tr>
<tr>
<td>FM 157</td>
<td>1</td>
<td>P</td>
</tr>
<tr>
<td>FM 157</td>
<td>2</td>
<td>P</td>
</tr>
<tr>
<td>FM 157</td>
<td>1</td>
<td>P</td>
</tr>
<tr>
<td>FM 157</td>
<td>2</td>
<td>P</td>
</tr>
<tr>
<td>FM 157</td>
<td>1</td>
<td>P</td>
</tr>
<tr>
<td>FM 157</td>
<td>2</td>
<td>P</td>
</tr>
<tr>
<td>FM 157</td>
<td>1</td>
<td>P</td>
</tr>
<tr>
<td>FM 157</td>
<td>2</td>
<td>P</td>
</tr>
<tr>
<td>FM 157</td>
<td>1</td>
<td>P</td>
</tr>
<tr>
<td>FM 157</td>
<td>2</td>
<td>P</td>
</tr>
<tr>
<td>FM 157</td>
<td>1</td>
<td>P</td>
</tr>
<tr>
<td>FM 157</td>
<td>2</td>
<td>P</td>
</tr>
<tr>
<td>FM 157</td>
<td>2</td>
<td>P</td>
</tr>
<tr>
<td>FM 157</td>
<td>2</td>
<td>P</td>
</tr>
<tr>
<td>FM 157</td>
<td>2</td>
<td>P</td>
</tr>
<tr>
<td>FM 157</td>
<td>2</td>
<td>P</td>
</tr>
<tr>
<td>FM 157</td>
<td>2</td>
<td>P</td>
</tr>
<tr>
<td>FM 157</td>
<td>2</td>
<td>P</td>
</tr>
<tr>
<td>FM 157</td>
<td>2</td>
<td>P</td>
</tr>
<tr>
<td>D</td>
<td>A</td>
<td>V NUMBER</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>----------</td>
</tr>
<tr>
<td>FM 157</td>
<td>1</td>
<td>A</td>
</tr>
<tr>
<td>FM 157</td>
<td>2</td>
<td>A</td>
</tr>
<tr>
<td>FM 157</td>
<td>1</td>
<td>A</td>
</tr>
<tr>
<td>FM 157</td>
<td>2</td>
<td>A</td>
</tr>
<tr>
<td>FM 157</td>
<td>1</td>
<td>A</td>
</tr>
<tr>
<td>FM 157</td>
<td>2</td>
<td>A</td>
</tr>
<tr>
<td>FM 157</td>
<td>1</td>
<td>A</td>
</tr>
<tr>
<td>FM 157</td>
<td>2</td>
<td>A</td>
</tr>
<tr>
<td>FM 157</td>
<td>1</td>
<td>A</td>
</tr>
<tr>
<td>FM 157</td>
<td>2</td>
<td>A</td>
</tr>
<tr>
<td>FM 157</td>
<td>1</td>
<td>A</td>
</tr>
<tr>
<td>FM 157</td>
<td>2</td>
<td>P</td>
</tr>
<tr>
<td>FM 157</td>
<td>1</td>
<td>P</td>
</tr>
<tr>
<td>FM 157</td>
<td>2</td>
<td>P</td>
</tr>
<tr>
<td>FM 157</td>
<td>1</td>
<td>P</td>
</tr>
<tr>
<td>FM 157</td>
<td>2</td>
<td>P</td>
</tr>
<tr>
<td>FM 157</td>
<td>1</td>
<td>P</td>
</tr>
<tr>
<td>FM 157</td>
<td>2</td>
<td>P</td>
</tr>
<tr>
<td>FM 157</td>
<td>1</td>
<td>P</td>
</tr>
<tr>
<td>FM 157</td>
<td>2</td>
<td>P</td>
</tr>
<tr>
<td>FM 157</td>
<td>1</td>
<td>P</td>
</tr>
<tr>
<td>FM 157</td>
<td>2</td>
<td>P</td>
</tr>
<tr>
<td>FM 157</td>
<td>1</td>
<td>P</td>
</tr>
<tr>
<td>FM 157</td>
<td>2</td>
<td>P</td>
</tr>
<tr>
<td>FM 157</td>
<td>2</td>
<td>P</td>
</tr>
<tr>
<td>FM 157</td>
<td>2</td>
<td>P</td>
</tr>
<tr>
<td>FM 157</td>
<td>2</td>
<td>P</td>
</tr>
<tr>
<td>FM 157</td>
<td>2</td>
<td>P</td>
</tr>
<tr>
<td>FM 157</td>
<td>2</td>
<td>P</td>
</tr>
<tr>
<td>FM 157</td>
<td>2</td>
<td>P</td>
</tr>
<tr>
<td>FM 157</td>
<td>2</td>
<td>P</td>
</tr>
<tr>
<td>WEEKDAY</td>
<td>ROUTE 228 Louisville / Broomfield</td>
<td>IN EFFECT Aug 14, 2016 Page 1 of 2 1607141546</td>
</tr>
<tr>
<td>-----------------</td>
<td>----------------------------------</td>
<td>------------------------------------------</td>
</tr>
<tr>
<td>*** For Bid ***</td>
<td>N-Bound</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>A</td>
<td></td>
</tr>
<tr>
<td>I BLOCK PUL/</td>
<td>VEHICLE</td>
<td></td>
</tr>
<tr>
<td>FROM US36 Intr</td>
<td>Flat Rock McCa Apia Apia Gfld</td>
<td>TO NEXT</td>
</tr>
<tr>
<td>FRB Loken Xing</td>
<td>88th US36 Pine SBdR SBdR</td>
<td>RTE TIME</td>
</tr>
<tr>
<td>V NUMBER OUTP</td>
<td>TYPE</td>
<td></td>
</tr>
<tr>
<td>OUTP</td>
<td>(Ly)</td>
<td>(Wb)</td>
</tr>
<tr>
<td>NEL-G Pkwy Ring</td>
<td>Cold</td>
<td></td>
</tr>
<tr>
<td>Gt-G</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PINE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SBdR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SBdR</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| FM 228 10 outA | 30 | 605 616c | -- | -- | 627 | 632 | 637 | 640 | 642 | 646A |
| FM 128 4       | A  | 30 | 128 | 635d | 646c | -- | -- | 657 | 702 | 707 | 710 | 712 | 716A |
| FM 112 18      | A  | 30 | 112 | 705  | 716c | -- | -- | 727 | 732 | 737 | 740 | 742 | 746A |
| FM 112 2       | A  | 40 | 112 | 735  | 746c | -- | -- | 757 | 802  | 807 | 810 | 812 | 816A |
| FM 112 6       | A  | 30 | 112 | 805  | 816c | -- | -- | 827 | 832 | 837 | 840 | 842 | 849A |
| FM 128 7       | A  | 30 | 112 | 835d | 846c | -- | -- | 857 | 902  | 907 | 910g | 912 | ---in * |
| FM 120 5       | A  | 40 | 120 | 905  | 916  | 924 | 925 | 931 | 936  | 941 | 944 | 946 | 949A |
| FM 120 12      | A  | 40 | 1201005 | 1016 | 1024 | 1025 | 1031 | 1036 | 1041 | 1044 | 1046 | 1049A |
| FM 120 24      | A  | 40 | 1201105 | 1116 | 1124 | 1125 | 1131 | 1136 | 1141 | 1144 | 1146 | 1149A |
| FM 228 10      | P  | 40 | 1205 | 1216 | 1224 | 1225 | 1231 | 1236 | 1241 | 1244 | 1246 | 1249P |
| FM 228 3       | P  | 40 | 112  | 105  | 116  | 124  | 125  | 131  | 136  | 141  | 144  | 146  | 149P |
| FM 228 10      | P  | 30 | 112  | 205  | 216  | 224  | 225  | 231  | 236  | 241  | 244  | 246  | 248P |
| FM 112 18      | P  | 30 | 112  | 305  | 317  | 325  | 326  | 332  | 337  | 342  | 345  | 347  | 349P |
| FM 128 13      | P  | 30 | 128  | 335  | 347  | 355  | 356  | 360  | 402  | 407  | 412  | 415  | 417  | 419P |
| FM 128 4       | P  | 30 | 112  | 405  | 417  | 425  | 426  | 432  | 437  | 442  | 445  | 447  | 449P |
| FM 128 15      | P  | 30 | 128  | 435  | 447  | 455  | 456  | 502  | 507  | 512  | 515  | 517  | 519P |
| FM 8 1         | P  | 40 | 120  | 505  | 517  | 525  | 526  | 532  | 537  | 542  | 545  | 547  | 549P |
| FM 228 14      | P  | 30 | 128  | 535  | 547  | 555  | 556  | 602  | 607  | 612  | 615  | 617  | 619P |
| FM 228 17      | P  | 30 | 128  | 605  | 617  | 625  | 626  | 632  | 637  | 642  | 645  | 647  | 649P |
| FM 112 16      | P  | 30 | 112  | 635  | 647  | 655  | 656  | 702  | 706  | 711  | 714  | 716  | 719P |
| FM 228 14      | P  | 30 | 705  | 717  | 725  | 726  | 732  | 736  | 741  | 744  | 746  | 747P |
| FM 120 9       | P  | 40 | 112  | 735  | 747  | 755  | 756  | 802  | 806  | 811  | 814g | 816  | ---in * |
| FM 228 17      | P  | 30 | 805  | 817  | 825  | 826  | 832  | 836  | 841  | 844  | 846  | 847P |

c: This trip remains on W. FlatIron Crossing Drive in the vicinity of FlatIron Crossing Mall.
d: 3 minute Courtesy Wait: Watch for possible transferring passengers from Regional Routes EB, due at about the same time.
g: If no passengers on board at Via Appia & S. Boulder Rd, ok to pull into Garage and bypass Garfield Ave & S. Boulder Rd. stop
At Via Appia & Pine, allow passengers to deboard farside of the intersection.
<table>
<thead>
<tr>
<th><strong>WEEKDAY</strong></th>
<th>ROUTE 228 Louisville / Broomfield</th>
<th><strong>IN EFFECT</strong> Aug 14, 2016</th>
<th>Page 2 of 2</th>
<th>1607141546</th>
</tr>
</thead>
</table>

*** For Bid ***

**S-Bound**

<table>
<thead>
<tr>
<th>D</th>
<th>A</th>
<th>FROM</th>
<th>Apia</th>
<th>Apia</th>
<th>McCa</th>
<th>Rock</th>
<th>Flat</th>
<th>Flat</th>
<th>Intr</th>
<th>US36</th>
<th>US36</th>
<th>US36</th>
<th>US36</th>
<th>TO</th>
<th>NEXT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>I</strong></td>
<td><strong>BLOCK PUL/VEH BR.</strong></td>
<td><strong>RTF</strong></td>
<td><strong>SBdR</strong></td>
<td><strong>SBdR</strong></td>
<td><strong>Pine</strong></td>
<td><strong>US36</strong></td>
<td><strong>88th</strong></td>
<td><strong>Xing</strong></td>
<td><strong>Xing</strong></td>
<td><strong>Lokn</strong></td>
<td><strong>Bfld</strong></td>
<td><strong>Bfld</strong></td>
<td><strong>Bfld</strong></td>
<td><strong>RTF TIME</strong></td>
<td></td>
</tr>
<tr>
<td><strong>V</strong></td>
<td><strong>NUMBER OUTP</strong></td>
<td><strong>TYPE</strong></td>
<td><strong>Gt-F</strong></td>
<td><strong>Cold Loop</strong></td>
<td><strong>Pkwy</strong></td>
<td><strong>Gt-C</strong></td>
<td><strong>Gt-G</strong></td>
<td><strong>Gt-H</strong></td>
<td><strong>Gt-J</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>F</strong></td>
<td><strong>M</strong></td>
<td><strong>K</strong></td>
<td><strong>L</strong></td>
<td><strong>O</strong></td>
<td><strong>P</strong></td>
<td><strong>Q</strong></td>
<td><strong>R</strong></td>
<td><strong>S</strong></td>
<td><strong>T</strong></td>
<td><strong>U</strong></td>
<td><strong>V</strong></td>
<td><strong>W</strong></td>
<td><strong>X</strong></td>
<td><strong>Y</strong></td>
<td><strong>Z</strong></td>
</tr>
</tbody>
</table>

| **FM 228** | **3 outA** | **40** | --- | 546 | 548 | 551b | 556 | 600c | -- | -- | 611 | -- | -- | 620 | 128 | 635A |
| **FM 228 11 outA** | **30** | --- | 616 | 618 | 621b | 627 | 631c | -- | -- | 642 | -- | -- | 652 | 128 | 705A |
| **FM 228 10 A** | **30** | | 646 | 648 | 651 | 657 | 701c | -- | -- | 712 | -- | -- | 722 | 128 | 735A |
| **FM 128 4 A** | **30** | | 716 | 718 | 721b | 727 | 731c | -- | -- | 742 | -- | -- | 752 | 128 | 805A |
| **FM 112 18 A** | **30** | | 746 | 748 | 751 | 757 | 801c | -- | -- | 812 | -- | -- | 822 | 128 | 835A |
| **FM 112 2 A** | **40** | | 816 | 818 | 821 | 827 | 831c | -- | -- | 842d | -- | 852 | -- | -- | -- | in * |
| **FM 112 6 A** | **30** | | 849 | 851 | 854b | 900 | 904c | -- | -- | 915d | -- | 925 | -- | -- | --- | in * |
| **FM 120 5 A** | **40** | | 949 | 951 | 954 | 1000 | 1004 | 1011 | 1013 | 1020 | -- | -- | -- | 1030 | 112 | 1035A |
| **FM 120 12 A** | **40** | | 1049 | 1051 | 1054 | 1100 | 1104 | 1111 | 1113 | 1120 | -- | -- | -- | 1130 | f | 1205P |
| **FM 120 24 A** | **40** | | 1149 | 1151 | 1154 | 1200 | 1204 | 1211 | 1213 | 1220 | -- | -- | -- | 1230 | 128 | 1235P |
| **FM 120 12 P** | **40** | | 1249 | 1251 | 1254b | 100 | 104 | 111 | 113 | 120 | -- | -- | -- | 130 | 128 | 135P |
| **FM 228 3 P** | **40** | | 149 | 151 | 154 | 200 | 204 | 211 | 213 | 220 | -- | -- | -- | 230 | 128 | 235P |
| **FM 228 10 P** | **30** | | 248 | 250 | 253 | 259 | 304 | 312 | 314 | 321 | -- | -- | -- | 331 | 128 | 335P |
| **FM 228 17 outP** | **30** | --- | 319 | 321 | 324b | 330 | 335 | 343 | 345 | 352 | 402 | -- | -- | -- | 432 | 128 | 435P |
| **FM 112 18 P** | **30** | | 349 | 351 | 354b | 400 | 405 | 413 | 415 | 422 | -- | -- | -- | 502 | 128 | 505P |
| **FM 112 13 P** | **30** | | 419 | 421 | 424b | 430 | 435 | 443 | 445 | 452 | -- | -- | -- | 532 | 128 | 535P |
| **FM 128 4 P** | **30** | | 449 | 451 | 454b | 500 | 505 | 513 | 515 | 522 | -- | -- | -- | 602 | 128 | 605P |
| **FM 112 16 P** | **30** | | 519 | 521 | 524b | 530 | 535 | 543 | 545 | 552 | -- | -- | -- | 632 | 128 | 640P |
| **FM 228 14 P** | **30** | | 619 | 621 | 624 | 629 | 633 | 640 | 642 | 648 | -- | 657 | -- | -- | 705P |
| **FM 228 17 P** | **30** | | 649 | 651 | 654 | 659 | 703 | 710 | 712 | 718 | -- | 727 | -- | -- | 805P |
| **FM 228 16 P** | **30** | | 719 | 721 | 724 | 729 | 733 | 740 | 742 | 748 | -- | 757 | -- | 120 | 805P |
| **FM 228 14 P** | **30** | | 747 | 749 | 752 | 757 | 801 | 808 | 810 | 816d | -- | 825 | -- | -- | --- | in * |
| **FM 228 17 P** | **30** | | 847 | 849 | 852 | 857 | 901 | 908 | 910 | 916d | -- | 925 | -- | -- | --- | in * |

b: At Via Appia/Pine watch for transferring passenger from Route DASH, due at the same time. If you do not see Route DASH traveling WB on Pine as you arrive at this stop, wait up to 3 minutes to allow for possible transfers.
c: This trip remains on W. Flatiron Crossing Drive in the vicinity of FlatIron Crossing Mall.
d: If no passengers on board at Metro Airport Ave and Wadsworth Pkwy, ok to pull into Garage and bypass US 36 & Broomfield PnR stop.
e: DH to US 36 & Broomfield Stn Gt-C (Lv)
f: DH to US 36 & Broomfield Stn Gt-G (Lv)
### WEEKDAY Loop

<table>
<thead>
<tr>
<th>D</th>
<th>A</th>
<th>FROM</th>
<th>Rock Sout</th>
<th>106 Cntr</th>
<th>Cany Mine</th>
<th>End</th>
<th>TO</th>
<th>NEXT</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>BLOCK PUL/</td>
<td>VEH BR.</td>
<td>RTE</td>
<td>Lot Moor</td>
<td>Mel Park</td>
<td>14th SBdr</td>
<td>Time</td>
<td>RTE TIME</td>
</tr>
<tr>
<td>V</td>
<td>NUMBER</td>
<td>OUTP</td>
<td>TYPE</td>
<td>Ln-1</td>
<td>Gt-A</td>
<td>Gt-C</td>
<td>St-1</td>
<td>Cut (Ar)</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>FMTLX</td>
<td>5 outA</td>
<td>40</td>
<td>---&gt;</td>
<td>--</td>
<td>--</td>
<td>535</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FMTLX</td>
<td>3 outA</td>
<td>40</td>
<td>---&gt;</td>
<td>635g</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FMTLX</td>
<td>1 outA</td>
<td>40</td>
<td>---&gt;</td>
<td>--</td>
<td>450f</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FMTLX</td>
<td>2 outA</td>
<td>40</td>
<td>---&gt;</td>
<td>--</td>
<td>--</td>
<td>605</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FMTLX</td>
<td>14 outP</td>
<td>40</td>
<td>---&gt;</td>
<td>235g</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FMTLX</td>
<td>11 outP</td>
<td>40</td>
<td>---&gt;</td>
<td>--</td>
<td>1250f</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FMTLX</td>
<td>12 outA</td>
<td>40</td>
<td>---&gt;</td>
<td>--</td>
<td>--</td>
<td>1035</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>FMTLX</td>
<td>18 outP</td>
<td>40</td>
<td>---&gt;</td>
<td>--</td>
<td>--</td>
<td>135</td>
<td>--</td>
<td>--</td>
</tr>
</tbody>
</table>

* : During Baseball games, park at 21st/California.
f : During Broncos Games, use SB bus stop at Monaco/Narcissus. All other times use Gate A, immediately after entering pnR, facing west.

A radio check must be done before leaving the garage. If you cannot contact dispatch via the radio call them on the phone before leaving the garage. EITHER WAY, CALL DISPATCH BEFORE LEAVING GARAGE!

Pull out/Pull-in at specified time and locations unless otherwise directed by Dispatcher.

IMPORTANT: Log into the farebox with the route and block being worked, no matter how short the trip. Thank you.

When returning a defective bus, ask the Signout Clerk or Supervisor to assign another bus. **WHEN ASSIGNED ANOTHER BUS, CALL THE DISPATCHER BY RADIO OR TELEPHONE BEFORE LEAVING THE GARAGE.**
<table>
<thead>
<tr>
<th><strong>WEEKDAY</strong></th>
<th><strong>ROUTE</strong> FTLX</th>
<th><strong>First Transit Loop Extra</strong></th>
<th><strong>IN EFFECT</strong> Aug 14, 2016</th>
<th><strong>Page 2 of 2</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>*** For Bid ***</td>
<td>Loop</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This page is intentionally blank.
*** For Bid ***  

<table>
<thead>
<tr>
<th>WEEKDAY</th>
<th>N-Bound</th>
<th>ROUTE L30 30/30L/31 S. Federal combined</th>
</tr>
</thead>
<tbody>
<tr>
<td>D BLOCK PUL/ VEH BR.</td>
<td>RTE Hamp Este Lamr Sher Evns Clay Evns Evns Miss Alam Stn Stn Fed Mari 16th Cham RTE TIME</td>
<td></td>
</tr>
<tr>
<td>V NUMBER</td>
<td>OUTP</td>
<td>TYPE</td>
</tr>
<tr>
<td>FM 31 5 A 40 30 31</td>
<td>-- -- --</td>
<td>556 559 600 600 605 609 615 615 618 -- -- --</td>
</tr>
<tr>
<td>FM 31 5 A 40 31</td>
<td>-- -- --</td>
<td>703 706 707 707 713 717 725 726 -- -- --</td>
</tr>
<tr>
<td>FM 31 5 A 40 30 31</td>
<td>-- -- --</td>
<td>940 943 944 944 950 954 1002 1002 1005 -- -- --</td>
</tr>
<tr>
<td>FM 31 5 A 40 30</td>
<td>1120 1128 1132</td>
<td>-- 1142 1144 1150 1154 1202 1202 1205 -- -- --</td>
</tr>
<tr>
<td>FM 31 5 P 40 30</td>
<td>119 -- 127 131</td>
<td>-- 142 144 150 154 202 202 205</td>
</tr>
<tr>
<td>FM 10 34 outP 40 31</td>
<td>---</td>
<td>326s 329s 331s 338s 343s 352s 353s</td>
</tr>
<tr>
<td>FM 31 5 P 40 30</td>
<td>315</td>
<td>-- 323 327</td>
</tr>
<tr>
<td>FM 31 5 P 40 31</td>
<td>30L 640</td>
<td>-- 648 652</td>
</tr>
<tr>
<td>FM 31 5 P 40 31</td>
<td>--</td>
<td>812 815 817 817 823 828 836 837</td>
</tr>
<tr>
<td>FM 31 5 P 40 31</td>
<td>1248 1051 1052 1052 1057 1101 1107 1108</td>
<td>-- -- --</td>
</tr>
<tr>
<td>FM 31 5 X 40 31</td>
<td>--</td>
<td>112 115 116 116 120 124 130 131</td>
</tr>
</tbody>
</table>

s: This trip operates only on school days and is open to the public.

Route 30L: Free running time from Federal-Alameda to Champa-20th.
Free running time from Federal-Alameda to Colfax & Federal.
All stops to Federal-Mississippi then Limited to Colfax-Osage, making exception stops at Exposition, Alameda, West 10th, West 12th, Howard Pl. then all stops east of I-25.
Do not block gates to the Post Office at Champa & 21st.
### WEEKDAY

ROUTE L30  30/30L/31 S. Federal combined

<table>
<thead>
<tr>
<th>V NUMBER</th>
<th>OUTP TYPE</th>
<th>TIME</th>
<th>FROM</th>
<th>TO</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FM 31</strong></td>
<td><strong>5 outA</strong></td>
<td>40 31</td>
<td>530 533 540 543</td>
<td>547</td>
</tr>
<tr>
<td><strong>FM 31</strong></td>
<td><strong>5 A</strong></td>
<td>40 31</td>
<td>530 533 540 543</td>
<td>547</td>
</tr>
<tr>
<td><strong>FM 31</strong></td>
<td><strong>5 A</strong></td>
<td>40 31</td>
<td>530 533 540 543</td>
<td>547</td>
</tr>
<tr>
<td><strong>FM 31</strong></td>
<td><strong>5 A</strong></td>
<td>40 30</td>
<td>1016 1019 1027 1030</td>
<td>1036 1038 1047 1049</td>
</tr>
<tr>
<td><strong>FM 31</strong></td>
<td><strong>5 P</strong></td>
<td>40 30</td>
<td>1216 1219 1228 1232</td>
<td>1238 1240 1249 1251</td>
</tr>
<tr>
<td><strong>FM 31</strong></td>
<td><strong>5 P</strong></td>
<td>40 30</td>
<td>216 219 228 232</td>
<td>238 240 250 252</td>
</tr>
<tr>
<td><strong>FM 31</strong></td>
<td><strong>5 P</strong></td>
<td>40 30</td>
<td>415 418 428 432</td>
<td>438c</td>
</tr>
<tr>
<td><strong>FM 31</strong></td>
<td><strong>5 P</strong></td>
<td>40 30L</td>
<td>745 748 749 757</td>
<td>801 807</td>
</tr>
<tr>
<td><strong>FM 31</strong></td>
<td><strong>5 P</strong></td>
<td>40 30L</td>
<td>1256 1259 105 108</td>
<td>112</td>
</tr>
</tbody>
</table>

**IN EFFECT:** Aug 14, 2016

All stops to Colfax-Lipan then Limited to Federal-Mississippi making exception stops only at West 14th, West 12th, West 10th, Alameda, Exposition, Mississippi, then all stops to Wadsworth-Hampden pnR.

If gate B is occupied at Federal / Evans - alight passengers at Gate A, then proceed to Gate B when that gate is available.
SATURDAY

ROUTE 6

East 6th Avenue

IN EFFECT: Aug 14, 2016

Page 1 of 2

*** For Bid ***
E-Bound
D
A
FROM 12th 17th 17th Colf Grnt 6th 6th Queb Lowr 6th Peor Abil Cent
TO NEXT
I BLOCK PUL/ VEH BR. RTE Lari Lari Cali Bdwy 8th York Colo 6th Yose Hava 6th 2nd Sabl RTE TIME
V NUMBER OUTP TYPE
Gt-H
(Ar)
---> 459 503 508 512 517 523 527 532 537 541 544 553 558
FM
6 2 outA
40
609A
---> 559 603 608 612 617 623 627 632 637 641 644 653 658
FM
6 4 outA
40
709A
FM
6 1
A
40
629 633 638 642 647 653 657 702 707 711 714 723 728
739A
FM
6 3
A
40
659 703 708 712 717 723 727 732 737 741 744 753 758
809A
FM
6 2
A
40
726 730 736 741 746 752 756 801 807 811 814 823 828
839A
FM
6 15
A
40
756 800 806 811 816 822 826 831 837 841 844 853 859
909A
FM
6 4
A
40
825 829 835 840 845 851 855 900 906 910 913 922 928
939A
FM
6 1
A
40
855 859 905 910 915 921 925 930 936 940 943 952 958
1009A
FM
6 3
A
40
925 929 935 940 945 951 955 1000 1006 1010 1013 1022 1028
1039A
FM
6 2
A
40
955 959 1005 1010 1015 1021 1025 1030 1036 1040 1043 1052 1058
1109A
FM
6 15
A
40
1025 1029 1035 1040 1045 1051 1055 1100 1106 1110 1113 1122 1128
1139A
FM
6 4
A
40
1055 1059 1105 1110 1115 1121 1125 1130 1136 1140 1143 1152 1158
1209P
FM
6 1
A
40
1122 1126 1132 1137 1143 1149 1153 1159 1205 1209 1213 1222 1228
1239P
FM
6 3
A
40
1152 1156 1202 1207 1213 1219 1223 1229 1235 1239 1243 1252 1258
109P
FM
6 2
P
40
1222 1226 1232 1237 1243 1249 1253 1259 105 109 113 122 128
139P
FM
6 15
P
40
1252 1256 102 107 113 119 123 129 135 139 143 152 158
209P
FM
6 4
P
40
122 126 132 137 143 149 153 159 205 209 213 222 228
239P
FM
6 1
P
40
152 156 202 207 213 219 223 229 235 239 243 252 258
309P
FM
6 3
P
40
222 226 232 237 243 249 253 259 305 309 313 322 328
339P
FM
6 2
P
40
252 256 302 307 313 319 323 329 335 339 343 352 358
409P
FM
6 15
P
40
322 326 332 337 343 349 353 359 405 409 413 422 428
439P
FM
6 4
P
40
352 356 402 407 413 419 423 429 435 439 443 452 458
509P
FM
6 1
P
40
422 426 432 437 443 449 453 459 505 509 513 522 528
539P
FM
6 3
P
40
452 456 502 507 513 519 523 529 535 539 543 552 558
609P
FM
6 2
P
40
526 530 536 541 547 553 557 602 607 611 614 623 628
639P
FM
6 15
P
40
556 600 606 611 617 623 627 632 637 641 644 653 658
709P
FM
6 4
P
40
626 630 636 641 647 653 657 702 707 711 714 723 728
741P
FM
6 1
P
40
709 712 717 721 726 731 735 740 746 750 753 802 807
841P
FM
6 3
P
40
739 742 747 751 756 801 805 810 816 820 823 832 837 --->in *
FM
6 2
P
40
809 812 817 821 826 831 835 840 846 850 853 902 907
941P
FM
6 4
P
40
909 912 917 921 926 931 935 940 946 950 953 1002 1007
1041P
FM
6 1
P
40
1009 1012 1017 1021 1026 1031 1035 1040 1046 1050 1053 1102 1107 --->in *
FM
6 2
P
40
1109 1112 1117 1121 1126 1131 1135 1140 1146 1150 1153 1202 1207 --->in *
Make 'Z' stops on 15th and 17th Streets.

SATURDAY

E-Bound

ROUTE 6

East 6th Avenue

Page 1 of 2

160714.1546


Free running time from Lincoln-9th on trips terminating at 15th/Champa or at Chestnut/17th.
Make 'Z' stops on 15th and 17th Streets.
Make 'Z' stops on 15th Street.
<table>
<thead>
<tr>
<th>D</th>
<th>Block Pul/Veh Br.</th>
<th>Route</th>
<th>Outp Type</th>
<th>Gate-F (Lv)</th>
</tr>
</thead>
<tbody>
<tr>
<td>FM 8 11 out</td>
<td>North Broadway / Huron</td>
<td>S-Bound</td>
<td>40</td>
<td>603 609 618 625 628 635 644 652 654</td>
</tr>
<tr>
<td>FM 8 2 A</td>
<td>40</td>
<td>703 709 719 726 729 736 745 753 755</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 8 11 A</td>
<td>40</td>
<td>803 809 819 826 829 836 845 853 855</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 8 2 A</td>
<td>40</td>
<td>904 910 920 927 930 937 946 954 956</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 8 11 A</td>
<td>40</td>
<td>1005 1011 1021 1028 1031 1037 1045 1054 1056</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 8 2 A</td>
<td>40</td>
<td>1104 1110 1120 1127 1130 1136 1144 1153 1155</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 8 11 P</td>
<td>40</td>
<td>1204 1210 1221 1228 1231 1237 1245 1254 1257</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 8 2 P</td>
<td>40</td>
<td>103 109 120 127 130 136 144 153 156</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 8 11 P</td>
<td>40</td>
<td>203 209 220 228 231 237 245 254 257</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 8 2 P</td>
<td>40</td>
<td>304 310 321 329 332</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 8 2 P</td>
<td>40</td>
<td>332 338 346 355 358</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 8 11 P</td>
<td>40</td>
<td>404 410 420 428 431 437 445 454 457</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 8 2 P</td>
<td>40</td>
<td>505 511 521 529 532 538 546 555 558</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 8 11 P</td>
<td>40</td>
<td>605 611 621 628 631 637 645 654 657</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Free running time from Park AveW-Globeville Road to 13th-Welton.
### NIGHT MEETS

Starting at 7:15PM at 15/45 after the hour, Night Meets will be made at this location. Make 'Y' stops on 15th and 17th Streets.

---

**SATURDAY**

<table>
<thead>
<tr>
<th>D</th>
<th>A</th>
<th>V NUMBER</th>
<th>OUTP</th>
<th>TYPE</th>
</tr>
</thead>
<tbody>
<tr>
<td>FM</td>
<td>10</td>
<td>1</td>
<td>A</td>
<td>40</td>
</tr>
<tr>
<td>FM</td>
<td>10</td>
<td>2</td>
<td>A</td>
<td>40</td>
</tr>
<tr>
<td>FM</td>
<td>10</td>
<td>3</td>
<td>A</td>
<td>40</td>
</tr>
<tr>
<td>FM</td>
<td>10</td>
<td>4</td>
<td>A</td>
<td>40</td>
</tr>
<tr>
<td>FM</td>
<td>10</td>
<td>5</td>
<td>A</td>
<td>40</td>
</tr>
<tr>
<td>FM</td>
<td>10</td>
<td>2</td>
<td>A</td>
<td>40</td>
</tr>
<tr>
<td>FM</td>
<td>10</td>
<td>1</td>
<td>A</td>
<td>40</td>
</tr>
<tr>
<td>FM</td>
<td>10</td>
<td>3</td>
<td>A</td>
<td>40</td>
</tr>
<tr>
<td>FM</td>
<td>10</td>
<td>4</td>
<td>A</td>
<td>40</td>
</tr>
<tr>
<td>FM</td>
<td>10</td>
<td>5</td>
<td>A</td>
<td>40</td>
</tr>
</tbody>
</table>

---

**ROUTE 10**

**East 12th Avenue**

---

**E-Bound**

<table>
<thead>
<tr>
<th>FROM</th>
<th>Colo</th>
<th>Watr</th>
<th>Elit</th>
<th>15th</th>
<th>17th</th>
<th>17th Bdy</th>
<th>12th</th>
<th>9th</th>
<th>9th Queb</th>
<th>11th Peor</th>
<th>Delm</th>
<th>TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fed</td>
<td>7th</td>
<td>Grdn</td>
<td>Delg</td>
<td>Lari</td>
<td>14th</td>
<td>Penn</td>
<td>York</td>
<td>Clrm</td>
<td>Clrm</td>
<td>11th Hava</td>
<td>Delm</td>
<td>Pari</td>
</tr>
<tr>
<td>(Ar)</td>
<td>(Lv)</td>
<td>(Ar)</td>
<td>(Lv)</td>
<td>(Ar)</td>
<td>(Lv)</td>
<td>(Ar)</td>
<td>(Lv)</td>
<td>(Ar)</td>
<td>(Lv)</td>
<td>(Ar)</td>
<td>(Lv)</td>
<td>(Ar)</td>
</tr>
<tr>
<td>606</td>
<td>608</td>
<td>612</td>
<td>615</td>
<td>615</td>
<td>618</td>
<td>622</td>
<td>628</td>
<td>634</td>
<td>637</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>701</td>
<td>705</td>
<td>708</td>
<td>712</td>
<td>715</td>
<td>715</td>
<td>718</td>
<td>722</td>
<td>728</td>
<td>734</td>
<td>737</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>731</td>
<td>735</td>
<td>738</td>
<td>742</td>
<td>745</td>
<td>745</td>
<td>753</td>
<td>800</td>
<td>807</td>
<td>810</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>801</td>
<td>805</td>
<td>808</td>
<td>812</td>
<td>815</td>
<td>815</td>
<td>819</td>
<td>823</td>
<td>830</td>
<td>837</td>
<td>840</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>831</td>
<td>835</td>
<td>838</td>
<td>842</td>
<td>845</td>
<td>845</td>
<td>849</td>
<td>853</td>
<td>900</td>
<td>907</td>
<td>--</td>
<td>916</td>
<td>922</td>
</tr>
<tr>
<td>901</td>
<td>905</td>
<td>908</td>
<td>912</td>
<td>915</td>
<td>915</td>
<td>919</td>
<td>923</td>
<td>930</td>
<td>937</td>
<td>--</td>
<td>946</td>
<td>952</td>
</tr>
<tr>
<td>931</td>
<td>935</td>
<td>938</td>
<td>942</td>
<td>945</td>
<td>945</td>
<td>949</td>
<td>953</td>
<td>1000</td>
<td>1007</td>
<td>--</td>
<td>1016</td>
<td>1022</td>
</tr>
<tr>
<td>1030</td>
<td>1034</td>
<td>1037</td>
<td>1042</td>
<td>1045</td>
<td>1045</td>
<td>1049</td>
<td>1053</td>
<td>1101</td>
<td>1108</td>
<td>--</td>
<td>1117</td>
<td>1124</td>
</tr>
<tr>
<td>1130</td>
<td>1134</td>
<td>1137</td>
<td>1142</td>
<td>1145</td>
<td>1145</td>
<td>1149</td>
<td>1153</td>
<td>1201</td>
<td>1208</td>
<td>--</td>
<td>1217</td>
<td>1224</td>
</tr>
<tr>
<td>1230</td>
<td>1234</td>
<td>1237</td>
<td>1242</td>
<td>1245</td>
<td>1245</td>
<td>1249</td>
<td>1253</td>
<td>101</td>
<td>108</td>
<td>--</td>
<td>117</td>
<td>124</td>
</tr>
<tr>
<td>130</td>
<td>134</td>
<td>137</td>
<td>142</td>
<td>145</td>
<td>145</td>
<td>149</td>
<td>153</td>
<td>201</td>
<td>208</td>
<td>--</td>
<td>217</td>
<td>224</td>
</tr>
<tr>
<td>230</td>
<td>234</td>
<td>237</td>
<td>242</td>
<td>245</td>
<td>245</td>
<td>249</td>
<td>253</td>
<td>301</td>
<td>308</td>
<td>--</td>
<td>317</td>
<td>324</td>
</tr>
<tr>
<td>305</td>
<td>307</td>
<td>312</td>
<td>315</td>
<td>315</td>
<td>319</td>
<td>323</td>
<td>331</td>
<td>338</td>
<td>--</td>
<td>347</td>
<td>354</td>
<td>359</td>
</tr>
<tr>
<td>330</td>
<td>334</td>
<td>337</td>
<td>342</td>
<td>345</td>
<td>345</td>
<td>349</td>
<td>353</td>
<td>401</td>
<td>408</td>
<td>--</td>
<td>417</td>
<td>424</td>
</tr>
<tr>
<td>430</td>
<td>434</td>
<td>437</td>
<td>442</td>
<td>445</td>
<td>445</td>
<td>449</td>
<td>453</td>
<td>501</td>
<td>508</td>
<td>--</td>
<td>517</td>
<td>524</td>
</tr>
<tr>
<td>505</td>
<td>507</td>
<td>512</td>
<td>515</td>
<td>515</td>
<td>519</td>
<td>523</td>
<td>531</td>
<td>538</td>
<td>--</td>
<td>547</td>
<td>554</td>
<td>559</td>
</tr>
<tr>
<td>529</td>
<td>533</td>
<td>536</td>
<td>541</td>
<td>545</td>
<td>545</td>
<td>549</td>
<td>553</td>
<td>601</td>
<td>608</td>
<td>--</td>
<td>617</td>
<td>624</td>
</tr>
<tr>
<td>604</td>
<td>606</td>
<td>612</td>
<td>615</td>
<td>615</td>
<td>619</td>
<td>623</td>
<td>631</td>
<td>638</td>
<td>--</td>
<td>647</td>
<td>654</td>
<td>659</td>
</tr>
<tr>
<td>629</td>
<td>633</td>
<td>636</td>
<td>641</td>
<td>645</td>
<td>645</td>
<td>649</td>
<td>653</td>
<td>701</td>
<td>708</td>
<td>--</td>
<td>717</td>
<td>723</td>
</tr>
<tr>
<td>726</td>
<td>730</td>
<td>733</td>
<td>738</td>
<td>741</td>
<td>745N</td>
<td>749</td>
<td>753</td>
<td>800</td>
<td>807</td>
<td>810</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>801</td>
<td>803</td>
<td>808</td>
<td>811</td>
<td>815N</td>
<td>819</td>
<td>823</td>
<td>830</td>
<td>837</td>
<td>840</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>826</td>
<td>830</td>
<td>833</td>
<td>838</td>
<td>841</td>
<td>845N</td>
<td>849</td>
<td>853</td>
<td>900</td>
<td>907</td>
<td>910</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>901</td>
<td>903</td>
<td>908</td>
<td>911</td>
<td>915N</td>
<td>919</td>
<td>923</td>
<td>930</td>
<td>937</td>
<td>940</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>926</td>
<td>930</td>
<td>933</td>
<td>938</td>
<td>941</td>
<td>945N</td>
<td>949</td>
<td>953</td>
<td>1000</td>
<td>1007</td>
<td>1010</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>1026</td>
<td>1030</td>
<td>1033</td>
<td>1038</td>
<td>1041</td>
<td>1045NL019</td>
<td>1023</td>
<td>1029</td>
<td>1035</td>
<td>1038</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>1056</td>
<td>1100</td>
<td>1103</td>
<td>1108</td>
<td>1111</td>
<td>1115NL119</td>
<td>1123</td>
<td>1129</td>
<td>1135</td>
<td>1138</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>1126</td>
<td>1130</td>
<td>1133</td>
<td>1138</td>
<td>1141</td>
<td>1145NL149</td>
<td>1153</td>
<td>1159</td>
<td>1205</td>
<td>1208</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
</tbody>
</table>
Free running time from 15th-Stout to terminal.
Make 'Y' stops on 15th and 17th Streets.
**SATURDAY**

**ROUTE 19**  North Pecos

---

***** For Bid ***

**ROUTE IN EFFECT:**

<table>
<thead>
<tr>
<th>FROM</th>
<th>13th</th>
<th>15th Wewa Lipn Peco Peco Peco 106</th>
<th>TO</th>
<th>NEXTE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>D</strong></td>
<td><strong>A</strong></td>
<td><strong>V NUMBER</strong></td>
<td><strong>OUTP TYPE</strong></td>
<td><strong>RTE TIME</strong></td>
</tr>
<tr>
<td>FM 19 1</td>
<td>A</td>
<td>40</td>
<td>606 610 616 623 628 636 642 655</td>
<td><strong>RTE TIME</strong></td>
</tr>
<tr>
<td>FM 19 2</td>
<td>A</td>
<td>40</td>
<td>706 710 716 723 728 736 742 755</td>
<td><strong>RTE TIME</strong></td>
</tr>
<tr>
<td>FM 19 1</td>
<td>A</td>
<td>40</td>
<td>805 810 816 823 828 836 842 856</td>
<td><strong>RTE TIME</strong></td>
</tr>
<tr>
<td>FM 19 2</td>
<td>A</td>
<td>40</td>
<td>905 910 916 923 928 936 942 956</td>
<td><strong>RTE TIME</strong></td>
</tr>
<tr>
<td>FM 19 1</td>
<td>A</td>
<td>40</td>
<td>1005 1010 1016 1024 1029 1037 1043 1057</td>
<td><strong>RTE TIME</strong></td>
</tr>
<tr>
<td>FM 19 2</td>
<td>A</td>
<td>40</td>
<td>1105 1110 1116 1124 1129 1137 1143 1157</td>
<td><strong>RTE TIME</strong></td>
</tr>
<tr>
<td>FM 19 1</td>
<td>P</td>
<td>40</td>
<td>1205 1210 1216 1224 1229 1237 1243 1257</td>
<td><strong>RTE TIME</strong></td>
</tr>
<tr>
<td>FM 19 2</td>
<td>P</td>
<td>40</td>
<td>1305 1310 1316 1324 1329 1337 1343 1357</td>
<td><strong>RTE TIME</strong></td>
</tr>
<tr>
<td>FM 19 1</td>
<td>P</td>
<td>40</td>
<td>1405 1410 1416 1424 1429 1437 1443 1457</td>
<td><strong>RTE TIME</strong></td>
</tr>
<tr>
<td>FM 19 2</td>
<td>P</td>
<td>40</td>
<td>1505 1510 1516 1524 1529 1537 1543 1557</td>
<td><strong>RTE TIME</strong></td>
</tr>
<tr>
<td>FM 19 1</td>
<td>P</td>
<td>40</td>
<td>1605 1610 1616 1624 1629 1637 1643 1657</td>
<td><strong>RTE TIME</strong></td>
</tr>
<tr>
<td>FM 19 2</td>
<td>P</td>
<td>40</td>
<td>1705 1710 1716 1724 1729 1737 1743 1757</td>
<td><strong>RTE TIME</strong></td>
</tr>
<tr>
<td>FM 19 1</td>
<td>P</td>
<td>40</td>
<td>1805 1810 1816 1824 1829 1837 1843 1857</td>
<td><strong>RTE TIME</strong></td>
</tr>
<tr>
<td>FM 19 2</td>
<td>P</td>
<td>40</td>
<td>1905 1910 1916 1924 1929 1937 1943 1957</td>
<td><strong>RTE TIME</strong></td>
</tr>
<tr>
<td><strong>FM 19 2</strong></td>
<td><strong>P</strong></td>
<td><strong>40</strong></td>
<td><strong>913 917 923 930 935 943 948 1001</strong></td>
<td><strong>RTE TIME</strong></td>
</tr>
<tr>
<td><strong>FM 19 1</strong></td>
<td><strong>P</strong></td>
<td><strong>40</strong></td>
<td><strong>1013 1017 1023 1030 1035 1043 1048 1101</strong></td>
<td><strong>RTE TIME</strong></td>
</tr>
<tr>
<td><strong>FM 19 2</strong></td>
<td><strong>P</strong></td>
<td><strong>40</strong></td>
<td><strong>1113 1117 1123 1130 1135 1143 1148 1201</strong></td>
<td><strong>RTE TIME</strong></td>
</tr>
</tbody>
</table>

---

**IN EFFECT** Aug 14, 2016  Page 1 of 2  1607141546
<table>
<thead>
<tr>
<th><strong>ROUTE</strong> 19</th>
<th><strong>North Pecos</strong></th>
<th><strong>IN EFFECT</strong> Aug 14, 2016</th>
<th><strong>Page 2 of 2</strong></th>
<th>1607141546</th>
</tr>
</thead>
<tbody>
<tr>
<td>SATURDAY</td>
<td>*** For Bid ***</td>
<td>S-Bound</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>A</td>
<td>FROM 106 Peco Peco Lipn Wewa 17th 17th 13th</td>
<td>TO NEXT</td>
<td></td>
</tr>
<tr>
<td>I</td>
<td>BLOCK PUL/VEH BR.</td>
<td>RTE Mel 84th 72nd 48th 38th 17th Lari Cali Welt</td>
<td>RTE TIME</td>
<td></td>
</tr>
<tr>
<td>V NUMBER OUTP TYPE</td>
<td></td>
<td>Gt-C (Ar)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 19 1 outA 40</td>
<td></td>
<td>503 518 524 531 537 544 552 555 558</td>
<td></td>
<td>606A</td>
</tr>
<tr>
<td>FM 19 2 outA 40</td>
<td></td>
<td>603 618 624 631 637 644 652 655 658</td>
<td></td>
<td>706A</td>
</tr>
<tr>
<td>FM 19 1 A 40</td>
<td></td>
<td>703 718 724 731 737 744 752 755 758</td>
<td></td>
<td>805A</td>
</tr>
<tr>
<td>FM 19 2 A 40</td>
<td></td>
<td>802 818 824 831 837 844 852 855 859</td>
<td></td>
<td>905A</td>
</tr>
<tr>
<td>FM 19 1 A 40</td>
<td></td>
<td>902 918 924 931 937 944 952 955 959</td>
<td></td>
<td>1005A</td>
</tr>
<tr>
<td>FM 19 2 A 40</td>
<td></td>
<td>1002 1018 1024 1031 1037 1044 1052 1055 1059</td>
<td></td>
<td>1105A</td>
</tr>
<tr>
<td>FM 19 1 A 40</td>
<td></td>
<td>1102 1118 1124 1131 1137 1144 1152 1155 1159</td>
<td></td>
<td>1205P</td>
</tr>
<tr>
<td>FM 19 2 P 40</td>
<td></td>
<td>1202 1218 1224 1231 1237 1244 1252 1255 1259</td>
<td></td>
<td>105P</td>
</tr>
<tr>
<td>FM 19 1 P 40</td>
<td></td>
<td>102 118 124 131 137 144 152 155 159</td>
<td></td>
<td>205P</td>
</tr>
<tr>
<td>FM 19 2 P 40</td>
<td></td>
<td>202 218 224 231 237 244 252 255 259</td>
<td></td>
<td>305P</td>
</tr>
<tr>
<td>FM 19 1 P 40</td>
<td></td>
<td>302 318 324 331 337 344 352 355 359</td>
<td></td>
<td>405P</td>
</tr>
<tr>
<td>FM 19 2 P 40</td>
<td></td>
<td>402 418 424 431 437 444 452 455 459</td>
<td></td>
<td>505P</td>
</tr>
<tr>
<td>FM 19 1 P 40</td>
<td></td>
<td>503 518 524 531 537 544 552 555 559</td>
<td></td>
<td>606P</td>
</tr>
<tr>
<td>FM 19 2 P 40</td>
<td></td>
<td>603 618 624 631 637 644 652 655 659</td>
<td></td>
<td>713P</td>
</tr>
<tr>
<td>FM 19 1 P 40</td>
<td></td>
<td>706 720 725 732 737 744 752 755 759</td>
<td></td>
<td>813P</td>
</tr>
<tr>
<td>FM 19 2 P 40</td>
<td></td>
<td>806 820 825 832 837 844 852 855 859</td>
<td></td>
<td>913P</td>
</tr>
<tr>
<td>FM 19 1 P 40</td>
<td></td>
<td>906 920 925 932 937 944 952 955 959</td>
<td></td>
<td>1013P</td>
</tr>
<tr>
<td>FM 19 2 P 40</td>
<td></td>
<td>1006 1020 1025 1032 1037 1044 1052 1055 1058</td>
<td></td>
<td>1113P</td>
</tr>
</tbody>
</table>
### For Bid

<table>
<thead>
<tr>
<th>D</th>
<th>A</th>
<th>FROM</th>
<th>V NUMBER OUTP TYPE</th>
<th>TO NEXT</th>
<th>IN EFFECT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>17th 17th 17th Colo 23rd Mont Mont 16th 16th</td>
<td>B-6 Lari Cham Down York 17th Mona Hava Peor Auro Auro</td>
<td>Aug 14, 2016</td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>2 outA</td>
<td>40</td>
<td>651</td>
<td>40</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>4 outA</td>
<td>40</td>
<td>721</td>
<td>3</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>3 A</td>
<td>40</td>
<td>751</td>
<td>2</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>4 A</td>
<td>40</td>
<td>851</td>
<td>2</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>2 A</td>
<td>40</td>
<td>922</td>
<td>2</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>3 A</td>
<td>40</td>
<td>952</td>
<td>2</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>4 A</td>
<td>40</td>
<td>1052</td>
<td>2</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>2 A</td>
<td>40</td>
<td>1122</td>
<td>2</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>3 A</td>
<td>40</td>
<td>1153</td>
<td>2</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>4 P</td>
<td>40</td>
<td>1253</td>
<td>2</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>3 P</td>
<td>40</td>
<td>153</td>
<td>2</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>4 P</td>
<td>40</td>
<td>253</td>
<td>2</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>2 P</td>
<td>40</td>
<td>323</td>
<td>2</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>3 P</td>
<td>40</td>
<td>353</td>
<td>2</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>4 P</td>
<td>40</td>
<td>453</td>
<td>2</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>2 P</td>
<td>40</td>
<td>523</td>
<td>2</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>3 P</td>
<td>40</td>
<td>553</td>
<td>2</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>4 P</td>
<td>40</td>
<td>709</td>
<td>2</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>2 P</td>
<td>40</td>
<td>739</td>
<td>2</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>3 P</td>
<td>40</td>
<td>809</td>
<td>2</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>4 P</td>
<td>40</td>
<td>909</td>
<td>2</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>3 P</td>
<td>40</td>
<td>1009</td>
<td>2</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>4 P</td>
<td>40</td>
<td>1109</td>
<td>2</td>
</tr>
</tbody>
</table>

---

**Make 'X' stops on 15th and 17th Streets.**
### For Bid ###

**ROUTE 20**  
**20th Avenue**  
**IN EFFECT** Aug 14, 2016  
**Page 2 of 2**  
**1607141546**

<table>
<thead>
<tr>
<th>D</th>
<th>A</th>
<th>40</th>
<th><strong>W-Bound</strong></th>
<th><strong>FROM</strong></th>
<th>16th</th>
<th>Mont</th>
<th>23rd Colo</th>
<th>18th</th>
<th>18th</th>
<th>15th</th>
<th>DUS</th>
<th>TO NEXT</th>
<th>RTE TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>FM 20</td>
<td>2</td>
<td>A</td>
<td>40</td>
<td>Wb</td>
<td>621</td>
<td>625</td>
<td>628</td>
<td>638</td>
<td>645</td>
<td>649</td>
<td>653</td>
<td>700</td>
<td>708b</td>
</tr>
<tr>
<td>FM 20</td>
<td>2</td>
<td>A</td>
<td>40</td>
<td>Wb</td>
<td>651</td>
<td>655</td>
<td>658</td>
<td>708</td>
<td>715</td>
<td>719</td>
<td>723</td>
<td>730</td>
<td>738b</td>
</tr>
<tr>
<td>FM 20</td>
<td>2</td>
<td>A</td>
<td>40</td>
<td>Wb</td>
<td>748</td>
<td>752</td>
<td>755</td>
<td>805</td>
<td>812</td>
<td>816</td>
<td>820</td>
<td>828</td>
<td>837b</td>
</tr>
<tr>
<td>FM 20</td>
<td>3</td>
<td>outA</td>
<td>40</td>
<td>Wb</td>
<td>621</td>
<td>625</td>
<td>628</td>
<td>638</td>
<td>645</td>
<td>649</td>
<td>653</td>
<td>700</td>
<td>708b</td>
</tr>
<tr>
<td>FM 20</td>
<td>3</td>
<td>A</td>
<td>40</td>
<td>Wb</td>
<td>651</td>
<td>655</td>
<td>658</td>
<td>708</td>
<td>715</td>
<td>719</td>
<td>723</td>
<td>730</td>
<td>738b</td>
</tr>
<tr>
<td>FM 20</td>
<td>4</td>
<td>A</td>
<td>40</td>
<td>Wb</td>
<td>748</td>
<td>752</td>
<td>755</td>
<td>805</td>
<td>812</td>
<td>816</td>
<td>820</td>
<td>828</td>
<td>837b</td>
</tr>
<tr>
<td>FM 20</td>
<td>2</td>
<td>A</td>
<td>40</td>
<td>Wb</td>
<td>818</td>
<td>822</td>
<td>825</td>
<td>835</td>
<td>842</td>
<td>846</td>
<td>850</td>
<td>858</td>
<td>907b</td>
</tr>
<tr>
<td>FM 20</td>
<td>3</td>
<td>A</td>
<td>40</td>
<td>Wb</td>
<td>848</td>
<td>852</td>
<td>855</td>
<td>905</td>
<td>912</td>
<td>916</td>
<td>920</td>
<td>928</td>
<td>937b</td>
</tr>
<tr>
<td>FM 20</td>
<td>4</td>
<td>A</td>
<td>40</td>
<td>Wb</td>
<td>948</td>
<td>952</td>
<td>955</td>
<td>1005</td>
<td>1012</td>
<td>1016</td>
<td>1020</td>
<td>1028</td>
<td>1037b</td>
</tr>
<tr>
<td>FM 20</td>
<td>2</td>
<td>A</td>
<td>40</td>
<td>Wb</td>
<td>1018</td>
<td>1022</td>
<td>1025</td>
<td>1035</td>
<td>1042</td>
<td>1046</td>
<td>1050</td>
<td>1058</td>
<td>1107b</td>
</tr>
<tr>
<td>FM 20</td>
<td>3</td>
<td>A</td>
<td>40</td>
<td>Wb</td>
<td>1048</td>
<td>1052</td>
<td>1055</td>
<td>1105</td>
<td>1112</td>
<td>1116</td>
<td>1120</td>
<td>1128</td>
<td>1137b</td>
</tr>
<tr>
<td>FM 20</td>
<td>4</td>
<td>A</td>
<td>40</td>
<td>Wb</td>
<td>1147</td>
<td>1151</td>
<td>1154</td>
<td>1204</td>
<td>1211</td>
<td>1215</td>
<td>1219</td>
<td>1228</td>
<td>1237b</td>
</tr>
</tbody>
</table>

**ROUTE**  
**20**  
**20th Avenue**  
**IN EFFECT** Aug 14, 2016  
**Page 2 of 2**  
**1607141546**

**ROUTE**  
**20**  
**20th Avenue**  
**IN EFFECT** Aug 14, 2016  
**Page 2 of 2**  
**1607141546**

---

b : DH to Union Station Gate B6 (Lv)

On trips terminating at Union Station, Free running time from 18th-Downing to Union Station.

Make 'X' stops on 15th and 17th Streets.
<table>
<thead>
<tr>
<th>SATURDAY</th>
<th>ROUTE 30</th>
<th>South Federal Blvd</th>
<th>IN EFFECT Aug 14, 2016</th>
<th>Page 1 of 2</th>
<th>1607141546</th>
</tr>
</thead>
<tbody>
<tr>
<td>*** For Bid ***</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>route</td>
<td>IN EFFECT:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I BLOCK PUL/VEH BR.</td>
<td></td>
<td>RTE Hamp Lamr Sher Evns Clay Evns Evns Miss Alam Stn Stn Fed</td>
<td>RTE TIME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>V NUMBER</td>
<td>OUTP</td>
<td>TYPE</td>
<td>PnR</td>
<td>Gt-B</td>
<td>Gt-G</td>
</tr>
<tr>
<td>FM</td>
<td>6 outA</td>
<td>40</td>
<td>---</td>
<td>--</td>
<td>--</td>
</tr>
</tbody>
</table>

Free running time from Federal-Alameda to Colfax & Federal.
**SATURDAY**  ROUTE 31  Federal Blvd  IN EFFECT Aug 14, 2016  Page 1 of 2  1607141546

*** For Bid ***

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>BLOCK PUL/ VEH BR.</td>
<td>RTE</td>
<td>Evns</td>
<td>Clay Evns</td>
<td>Evns</td>
<td>Miss Alam</td>
<td>Stn</td>
<td>Stn</td>
<td>32nd</td>
<td>50th</td>
<td>Stn</td>
<td>Stn</td>
<td>72nd Sher</td>
<td>91st Sher</td>
<td>92nd FRCC</td>
<td>RTE TIME</td>
</tr>
<tr>
<td>V</td>
<td>NUMBER</td>
<td>OUTP</td>
<td>TYPE</td>
<td>Gt-B</td>
<td>Gt-G</td>
<td>Gt-G</td>
<td>Gt-E</td>
<td>Gt-E</td>
<td>Gt-F</td>
<td>Gt-B</td>
<td>Gt-A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>6</td>
<td>A</td>
<td>40</td>
<td>933</td>
<td>936</td>
<td>937</td>
<td>937</td>
<td>942</td>
<td>946</td>
<td>953</td>
<td>954</td>
<td>1001</td>
<td>1006</td>
<td>--</td>
<td>1016b</td>
</tr>
</tbody>
</table>

b: DH to 40th & Colorado Station Gt-D (Lv)
If gate B is occupied at Federal / Evans - alight passengers at Gate A, then proceed to Gate B when that gate is available.
<table>
<thead>
<tr>
<th>D</th>
<th>I</th>
<th>V</th>
<th>Route</th>
<th>Stn</th>
<th>Miss Alam</th>
<th>Brn</th>
<th>Colo</th>
<th>Colo</th>
<th>Colo</th>
<th>Colo</th>
<th>Colo</th>
<th>Colo</th>
<th>Colo</th>
<th>Colo</th>
<th>40th</th>
<th>40th</th>
<th>48th</th>
<th>60th</th>
<th>TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>FM</td>
<td>40</td>
<td>1</td>
<td>04</td>
<td>40</td>
<td>04</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>3</td>
<td>04</td>
<td>40</td>
<td>04</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>4</td>
<td>04</td>
<td>40</td>
<td>04</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>2</td>
<td>A</td>
<td>40</td>
<td>04</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>5</td>
<td>A</td>
<td>40</td>
<td>04</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>1</td>
<td>A</td>
<td>40</td>
<td>04</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>3</td>
<td>A</td>
<td>40</td>
<td>04</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>4</td>
<td>A</td>
<td>40</td>
<td>04</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>2</td>
<td>A</td>
<td>40</td>
<td>04</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>5</td>
<td>A</td>
<td>40</td>
<td>04</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>1</td>
<td>A</td>
<td>40</td>
<td>04</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>3</td>
<td>A</td>
<td>40</td>
<td>04</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>4</td>
<td>A</td>
<td>40</td>
<td>04</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>2</td>
<td>A</td>
<td>40</td>
<td>04</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>5</td>
<td>A</td>
<td>40</td>
<td>04</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>1</td>
<td>A</td>
<td>40</td>
<td>04</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>3</td>
<td>A</td>
<td>40</td>
<td>04</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>4</td>
<td>A</td>
<td>40</td>
<td>04</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>2</td>
<td>A</td>
<td>40</td>
<td>04</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>5</td>
<td>A</td>
<td>40</td>
<td>04</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>1</td>
<td>A</td>
<td>40</td>
<td>04</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>3</td>
<td>A</td>
<td>40</td>
<td>04</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>4</td>
<td>A</td>
<td>40</td>
<td>04</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>2</td>
<td>A</td>
<td>40</td>
<td>04</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>5</td>
<td>A</td>
<td>40</td>
<td>04</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

b: DH to 40th&Colorado Station Gt-D (Lv)
<table>
<thead>
<tr>
<th>NUMBR</th>
<th>OUTP</th>
<th>TYPE</th>
<th>FROM</th>
<th>RTE</th>
<th>TO</th>
<th>TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>40</td>
<td>1</td>
<td>P</td>
<td>40</td>
<td></td>
<td></td>
<td>515P</td>
</tr>
<tr>
<td>40</td>
<td>6</td>
<td>P</td>
<td>40</td>
<td></td>
<td></td>
<td>545P</td>
</tr>
<tr>
<td>40</td>
<td>3</td>
<td>P</td>
<td>40</td>
<td></td>
<td></td>
<td>545P</td>
</tr>
<tr>
<td>40</td>
<td>13</td>
<td>P</td>
<td>40</td>
<td></td>
<td></td>
<td>615P</td>
</tr>
<tr>
<td>40</td>
<td>4</td>
<td>P</td>
<td>40</td>
<td></td>
<td></td>
<td>645P</td>
</tr>
<tr>
<td>40</td>
<td>11</td>
<td>P</td>
<td>40</td>
<td></td>
<td></td>
<td>645P</td>
</tr>
<tr>
<td>40</td>
<td>2</td>
<td>P</td>
<td>40</td>
<td></td>
<td></td>
<td>715P</td>
</tr>
<tr>
<td>40</td>
<td>12</td>
<td>P</td>
<td>40</td>
<td></td>
<td></td>
<td>715P</td>
</tr>
<tr>
<td>40</td>
<td>1</td>
<td>P</td>
<td>40</td>
<td></td>
<td></td>
<td>745P</td>
</tr>
<tr>
<td>40</td>
<td>6</td>
<td>P</td>
<td>40</td>
<td></td>
<td></td>
<td>815P</td>
</tr>
<tr>
<td>40</td>
<td>13</td>
<td>P</td>
<td>40</td>
<td></td>
<td></td>
<td>845P</td>
</tr>
<tr>
<td>40</td>
<td>11</td>
<td>P</td>
<td>40</td>
<td></td>
<td></td>
<td>845P</td>
</tr>
<tr>
<td>40</td>
<td>11</td>
<td>P</td>
<td>40</td>
<td></td>
<td></td>
<td>915P</td>
</tr>
<tr>
<td>40</td>
<td>12</td>
<td>P</td>
<td>40</td>
<td></td>
<td></td>
<td>915P</td>
</tr>
<tr>
<td>40</td>
<td>12</td>
<td>P</td>
<td>40</td>
<td></td>
<td></td>
<td>945P</td>
</tr>
<tr>
<td>40</td>
<td>1</td>
<td>P</td>
<td>40</td>
<td></td>
<td></td>
<td>945P</td>
</tr>
<tr>
<td>40</td>
<td>6</td>
<td>P</td>
<td>40</td>
<td></td>
<td></td>
<td>1045P</td>
</tr>
<tr>
<td>40</td>
<td>13</td>
<td>P</td>
<td>40</td>
<td></td>
<td></td>
<td>1115P</td>
</tr>
<tr>
<td>40</td>
<td>11</td>
<td>P</td>
<td>40</td>
<td></td>
<td></td>
<td>1145P</td>
</tr>
<tr>
<td>40</td>
<td>12</td>
<td>P</td>
<td>40</td>
<td></td>
<td></td>
<td>1215X</td>
</tr>
<tr>
<td>40</td>
<td>1</td>
<td>P</td>
<td>40</td>
<td></td>
<td></td>
<td>1228</td>
</tr>
<tr>
<td>40</td>
<td>6</td>
<td>X</td>
<td>40</td>
<td></td>
<td></td>
<td>1258</td>
</tr>
</tbody>
</table>

b : DH to 40th&Colorado Station Gt-D (Lv)
| V NUMBER | OUTP | TYPE | D | FM | 2 outA | 40 | 5 outA | 40 | 1 outA | 40 | 3 | 40 | 4 | 40 | 2 | 2 outA | 40 | 5 outA | 40 |
| 40 | 500 | 504 | 500 | 504 | 500 | 504 | 500 | 504 | 500 | 504 | 500 | 504 | 500 | 504 | 500 | 504 | 500 | 504 |
| 40 | 500 | 504 | 500 | 504 | 500 | 504 | 500 | 504 | 500 | 504 | 500 | 504 | 500 | 504 | 500 | 504 | 500 | 504 |
| 40 | 500 | 504 | 500 | 504 | 500 | 504 | 500 | 504 | 500 | 504 | 500 | 504 | 500 | 504 | 500 | 504 | 500 | 504 |
| 40 | 500 | 504 | 500 | 504 | 500 | 504 | 500 | 504 | 500 | 504 | 500 | 504 | 500 | 504 | 500 | 504 | 500 | 504 |
| 40 | 500 | 504 | 500 | 504 | 500 | 504 | 500 | 504 | 500 | 504 | 500 | 504 | 500 | 504 | 500 | 504 | 500 | 504 |

**S-Bound**

| D | A | FROM | 60th Colo | 40th Colo | 40th Colo | Colo | Colo | Colo | Colo | Colo | Colo | Colo | Colo | Colo | Colo | Colo | Hamp Sout | TO NEXT RTE TIME |
| **ROUTE 40** | **Colorado Boulevard** | **IN EFFECT Aug 14, 2016** | **Page 3 of 4** | **1607141546** |

**e:** Watch for passengers from Sb Route 88 arriving 1-2 minutes earlier.
<table>
<thead>
<tr>
<th>S-Bound</th>
<th>FROM 60th</th>
<th>Colorado Boulevard</th>
<th>Hamp Sout</th>
<th>TO NEXT</th>
</tr>
</thead>
<tbody>
<tr>
<td>D</td>
<td>A</td>
<td>EUR 40th Colorado</td>
<td>Colorado</td>
<td>Colorado</td>
</tr>
<tr>
<td>I</td>
<td>BLOCK PUL/VEH BR.</td>
<td>RTE 40th Colorado</td>
<td>BrRn Colf</td>
<td>Alam Miss</td>
</tr>
<tr>
<td>V</td>
<td>NUMBER OUTP TYPE</td>
<td>(Lv)</td>
<td>(Ar)</td>
<td>(Lv)</td>
</tr>
<tr>
<td>FM 40 12</td>
<td>P 40</td>
<td>-- -- 445 449</td>
<td>457 500</td>
<td>505 512</td>
</tr>
<tr>
<td>FM 40 2</td>
<td>P 40</td>
<td>445e 455 458</td>
<td>500 504</td>
<td>512 515</td>
</tr>
<tr>
<td>FM 40 3</td>
<td>P 40</td>
<td>-- -- 515 519</td>
<td>526 529</td>
<td>533 539</td>
</tr>
<tr>
<td>FM 40 4</td>
<td>P 40</td>
<td>515e 525 528</td>
<td>530 534</td>
<td>541 544</td>
</tr>
<tr>
<td>FM 40 5</td>
<td>P 40</td>
<td>-- -- 545 549</td>
<td>556 559</td>
<td>603 609</td>
</tr>
<tr>
<td>FM 40 6</td>
<td>P 40</td>
<td>545e 555 558</td>
<td>600 604</td>
<td>611 614</td>
</tr>
<tr>
<td>FM 40 11</td>
<td>P 40</td>
<td>615e 625 628</td>
<td>630 634</td>
<td>641 644</td>
</tr>
<tr>
<td>FM 40 12</td>
<td>P 40</td>
<td>645 655 658</td>
<td>700 704</td>
<td>711 714</td>
</tr>
<tr>
<td>FM 40 1</td>
<td>P 40</td>
<td>715e 725 728</td>
<td>730 734</td>
<td>741 744</td>
</tr>
<tr>
<td>FM 40 6</td>
<td>P 40</td>
<td>815e 825 828</td>
<td>830 834</td>
<td>841 844</td>
</tr>
<tr>
<td>FM 40 13</td>
<td>P 40</td>
<td>845 855 858</td>
<td>900 904</td>
<td>911 914</td>
</tr>
<tr>
<td>FM 40 11</td>
<td>P 40</td>
<td>915e 925 928</td>
<td>930 934</td>
<td>941 944</td>
</tr>
<tr>
<td>FM 40 12</td>
<td>P 40</td>
<td>945 955 958</td>
<td>1000 1004</td>
<td>1011 1014</td>
</tr>
<tr>
<td>FM 40 1</td>
<td>P 40</td>
<td>1015e1025 1028</td>
<td>1030 1034</td>
<td>1040 1043</td>
</tr>
<tr>
<td>FM 40 6</td>
<td>P 40</td>
<td>1045 1055 1058</td>
<td>1100 1104</td>
<td>1110 1113</td>
</tr>
<tr>
<td>FM 40 13</td>
<td>P 40</td>
<td>1115e1125 1128</td>
<td>1130 1134</td>
<td>1140 1143</td>
</tr>
<tr>
<td>FM 40 11</td>
<td>P 40</td>
<td>1145 1155 1158</td>
<td>1200 1204</td>
<td>1210 1213</td>
</tr>
<tr>
<td>FM 40 12</td>
<td>X 40</td>
<td>1215 1225 1228</td>
<td>1230 1234</td>
<td>1240 1243</td>
</tr>
</tbody>
</table>

---

e: Watch for passengers from Sb Route 88 arriving 1-2 minutes earlier.
<table>
<thead>
<tr>
<th>D</th>
<th>A</th>
<th>FROM</th>
<th>VEH</th>
<th>BR.</th>
<th>TIME</th>
<th>TYPE</th>
<th>IN EFFECT</th>
</tr>
</thead>
<tbody>
<tr>
<td>FM 92 A</td>
<td>40 out</td>
<td>815</td>
<td>817</td>
<td>823</td>
<td>916P</td>
<td>829</td>
<td>Aug 14, 2016</td>
</tr>
<tr>
<td>FM 92 A</td>
<td>40</td>
<td>914</td>
<td>917</td>
<td>922</td>
<td>916P</td>
<td>927</td>
<td>Aug 14, 2016</td>
</tr>
<tr>
<td>FM 92 A</td>
<td>40</td>
<td>1014</td>
<td>1017</td>
<td>1022</td>
<td>1016P</td>
<td>1027</td>
<td>Aug 14, 2016</td>
</tr>
<tr>
<td>FM 92 A</td>
<td>40</td>
<td>1042</td>
<td>1045</td>
<td>1050</td>
<td>1044P</td>
<td>1057</td>
<td>Aug 14, 2016</td>
</tr>
<tr>
<td>FM 92 A</td>
<td>40</td>
<td>1112</td>
<td>1115</td>
<td>1120</td>
<td>1114P</td>
<td>1127</td>
<td>Aug 14, 2016</td>
</tr>
<tr>
<td>FM 92 A</td>
<td>40</td>
<td>1142</td>
<td>1145</td>
<td>1150</td>
<td>1144P</td>
<td>1155</td>
<td>Aug 14, 2016</td>
</tr>
<tr>
<td>FM 92 A</td>
<td>40</td>
<td>1234</td>
<td>1236</td>
<td>1251</td>
<td>1233P</td>
<td>1257</td>
<td>Aug 14, 2016</td>
</tr>
<tr>
<td>FM 92 A</td>
<td>40</td>
<td>1313</td>
<td>1316</td>
<td>1321</td>
<td>1312P</td>
<td>1329</td>
<td>Aug 14, 2016</td>
</tr>
<tr>
<td>FM 92 A</td>
<td>40</td>
<td>143</td>
<td>146</td>
<td>151</td>
<td>146P</td>
<td>159</td>
<td>Aug 14, 2016</td>
</tr>
<tr>
<td>FM 92 A</td>
<td>40</td>
<td>213</td>
<td>216</td>
<td>221</td>
<td>216P</td>
<td>229</td>
<td>Aug 14, 2016</td>
</tr>
<tr>
<td>FM 92 A</td>
<td>40</td>
<td>342</td>
<td>345</td>
<td>351</td>
<td>357P</td>
<td></td>
<td>Aug 14, 2016</td>
</tr>
<tr>
<td>FM 92 A</td>
<td>40</td>
<td>544</td>
<td>546</td>
<td>552</td>
<td>543P</td>
<td>558</td>
<td>Aug 14, 2016</td>
</tr>
<tr>
<td>FM 92 A</td>
<td>40</td>
<td>715</td>
<td>717</td>
<td>723</td>
<td>717P</td>
<td>731</td>
<td>Aug 14, 2016</td>
</tr>
<tr>
<td>FM 92 A</td>
<td>40</td>
<td>818</td>
<td>820</td>
<td>825</td>
<td>819P</td>
<td>830</td>
<td>Aug 14, 2016</td>
</tr>
<tr>
<td>FM 92 A</td>
<td>40</td>
<td>918</td>
<td>920</td>
<td>925</td>
<td>914P</td>
<td>930</td>
<td>Aug 14, 2016</td>
</tr>
</tbody>
</table>

**Notes:**
- Watch for transfers from Route 12 NB, due within three minutes of your scheduled time.
<table>
<thead>
<tr>
<th>D</th>
<th>V NUMBER</th>
<th>OUTP TYPE</th>
<th>SITE</th>
<th>RT TIME</th>
<th>Gt-A (Ar)</th>
<th>Gt-A (Lv)</th>
</tr>
</thead>
<tbody>
<tr>
<td>FM 92 1 outA 40</td>
<td>FM 92</td>
<td>3 A</td>
<td>100</td>
<td>120</td>
<td>10 A</td>
<td>10 A</td>
</tr>
<tr>
<td>FM 92 3 A 40</td>
<td>FM 92</td>
<td>1 A</td>
<td>100</td>
<td>120</td>
<td>10 A</td>
<td>10 A</td>
</tr>
<tr>
<td>FM 92 4 A 40</td>
<td>FM 92</td>
<td>5 A</td>
<td>100</td>
<td>120</td>
<td>10 A</td>
<td>10 A</td>
</tr>
<tr>
<td>FM 92 3 A 40</td>
<td>FM 92</td>
<td>1 P</td>
<td>100</td>
<td>120</td>
<td>10 A</td>
<td>10 A</td>
</tr>
<tr>
<td>FM 92 3 P 40</td>
<td>FM 92</td>
<td>1 P</td>
<td>100</td>
<td>120</td>
<td>10 A</td>
<td>10 A</td>
</tr>
<tr>
<td>FM 92 4 P 40</td>
<td>FM 92</td>
<td>5 P</td>
<td>100</td>
<td>120</td>
<td>10 A</td>
<td>10 A</td>
</tr>
<tr>
<td>FM 92 3 P 40</td>
<td>FM 92</td>
<td>1 P</td>
<td>100</td>
<td>120</td>
<td>10 A</td>
<td>10 A</td>
</tr>
<tr>
<td>FM 92 1 P 40</td>
<td>FM 92</td>
<td>3 P</td>
<td>100</td>
<td>120</td>
<td>10 A</td>
<td>10 A</td>
</tr>
<tr>
<td>FM 92 4 P 40</td>
<td>FM 92</td>
<td>5 P</td>
<td>100</td>
<td>120</td>
<td>10 A</td>
<td>10 A</td>
</tr>
<tr>
<td>FM 92 3 P 40</td>
<td>FM 92</td>
<td>1 P</td>
<td>100</td>
<td>120</td>
<td>10 A</td>
<td>10 A</td>
</tr>
<tr>
<td>FM 92 1 P 40</td>
<td>FM 92</td>
<td>3 P</td>
<td>100</td>
<td>120</td>
<td>10 A</td>
<td>10 A</td>
</tr>
<tr>
<td>FM 92 3 P 40</td>
<td>FM 92</td>
<td>1 P</td>
<td>100</td>
<td>120</td>
<td>10 A</td>
<td>10 A</td>
</tr>
<tr>
<td>FM 92 3 P 40</td>
<td>FM 92</td>
<td>1 P</td>
<td>100</td>
<td>120</td>
<td>10 A</td>
<td>10 A</td>
</tr>
</tbody>
</table>

s: Connect to Route 76 SB, due within 3 minutes.
<table>
<thead>
<tr>
<th>V NUMBER</th>
<th>OUTP</th>
<th>TYPE</th>
<th>Gt-C</th>
<th>Gt-B</th>
</tr>
</thead>
<tbody>
<tr>
<td>FM 112 1</td>
<td>A</td>
<td>30</td>
<td>935</td>
<td>940</td>
</tr>
<tr>
<td></td>
<td>A</td>
<td>30</td>
<td>1035</td>
<td>1040</td>
</tr>
<tr>
<td>FM 112 1</td>
<td>A</td>
<td>30</td>
<td>1135</td>
<td>1140</td>
</tr>
<tr>
<td>FM 112 1</td>
<td>P</td>
<td>30</td>
<td>135</td>
<td>140</td>
</tr>
<tr>
<td></td>
<td>P</td>
<td>30</td>
<td>235</td>
<td>240</td>
</tr>
<tr>
<td>FM 112 1</td>
<td>P</td>
<td>30</td>
<td>335</td>
<td>340</td>
</tr>
<tr>
<td></td>
<td>P</td>
<td>30</td>
<td>435</td>
<td>440</td>
</tr>
<tr>
<td>FM 112 1</td>
<td>P</td>
<td>30</td>
<td>535</td>
<td>540</td>
</tr>
<tr>
<td>FM 112 1</td>
<td>P</td>
<td>30</td>
<td>635</td>
<td>640</td>
</tr>
<tr>
<td></td>
<td>P</td>
<td>30</td>
<td>735</td>
<td>740</td>
</tr>
</tbody>
</table>

---

ROUTE IN EFFECT: Aug 14, 2016

*** For Bid ***

ROUTE 112 West 112th Avenue

FROM US 36 Mdwy Prce 112 Huro 106 TO NEXT

RTE Bfld Opal 116 FRCC 112 Mel RTE TIME

| FM 112 1 | A    | 30   | 835  | 840  | 847  | 853  | 858  | 901  | 904A |
| FM 112 1 | A    | 30   | 935  | 940  | 947  | 953  | 959  | 1002 | 1004A|
| FM 112 1 | A    | 30   | 1035 | 1040 | 1047 | 1053 | 1059 | 1102 | 1104A|
| FM 112 1 | P    | 30   | 1235 | 1240 | 1247 | 1253 | 1259 | 1102 | 1104A|
| FM 112 1 | P    | 30   | 135  | 140  | 147  | 153  | 159  | 202  | 204P |
| FM 112 1 | P    | 30   | 235  | 240  | 247  | 253  | 259  | 302  | 304P |
| FM 112 1 | P    | 30   | 335  | 340  | 347  | 353  | 359  | 402  | 404P |
| FM 112 1 | P    | 30   | 435  | 440  | 447  | 453  | 459  | 502  | 504P |
| FM 112 1 | P    | 30   | 535  | 540  | 547  | 553  | 559  | 602  | 604P |
| FM 112 1 | P    | 30   | 635  | 640  | 647  | 652  | 658  | 701  | 704P |
| FM 112 1 | P    | 30   | 735  | 740  | 747  | 752  | 758  | 801  | 801A |

---> in *
<table>
<thead>
<tr>
<th><strong>ROUTE</strong></th>
<th><strong>IN EFFECT</strong></th>
<th><strong>Aug 14, 2016</strong></th>
<th><strong>W-Bound</strong></th>
<th><strong>Sat.</strong></th>
<th><strong>ROUTE</strong></th>
<th><strong>Next</strong></th>
<th><strong>FROM</strong></th>
<th><strong>TO</strong></th>
<th><strong>FROM</strong></th>
<th><strong>TO</strong></th>
<th><strong>FROM</strong></th>
<th><strong>TO</strong></th>
<th><strong>FROM</strong></th>
<th><strong>TO</strong></th>
<th><strong>FROM</strong></th>
<th><strong>TO</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>D</strong></td>
<td>112</td>
<td><strong>A</strong></td>
<td>106</td>
<td><strong>W-Bound</strong></td>
<td><strong>112</strong></td>
<td><strong>Rte</strong></td>
<td><strong>Mel Huro</strong></td>
<td><strong>FRCC</strong></td>
<td><strong>116</strong></td>
<td><strong>Rte</strong></td>
<td><strong>Time</strong></td>
<td><strong>Pul</strong></td>
<td><strong>Out</strong></td>
<td><strong>Type</strong></td>
<td><strong>Gt-B</strong></td>
<td><strong>Gt-C</strong></td>
</tr>
<tr>
<td><strong>V</strong></td>
<td><strong>Numero</strong></td>
<td><strong>Out</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
</tr>
<tr>
<td><strong>Fm</strong></td>
<td><strong>112</strong></td>
<td><strong>OutA</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
</tr>
<tr>
<td><strong>Fm</strong></td>
<td><strong>112</strong></td>
<td><strong>A</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
</tr>
<tr>
<td><strong>Fm</strong></td>
<td><strong>112</strong></td>
<td><strong>P</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
</tr>
<tr>
<td><strong>Fm</strong></td>
<td><strong>112</strong></td>
<td><strong>P</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
</tr>
<tr>
<td><strong>Fm</strong></td>
<td><strong>112</strong></td>
<td><strong>P</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
</tr>
<tr>
<td><strong>Fm</strong></td>
<td><strong>112</strong></td>
<td><strong>P</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
<td><strong>30</strong></td>
<td><strong>---</strong></td>
</tr>
<tr>
<td>SATURDAY</td>
<td>ROUTE 228 Louisville / Broomfield</td>
<td>IN EFFECT Aug 14, 2016 Page 1 of 2 1607141546</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------</td>
<td>----------------------------------</td>
<td>----------------------------------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>*** For Bid ***</td>
<td>N-Bound</td>
<td><strong>FROM US36 Intr Flat Flat Flat Rock McCa Apia Apia Gfld</strong> TO NEXT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td><strong>BLOCK PUL/ VEH BR.</strong></td>
<td><strong>RTE Bfld Lohn Xing Xing 88th US36 Pine SBdR SBdR RTE TIME</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>V</td>
<td>NUMBER OUTP TYPE</td>
<td><strong>Gt-G Pkwy Ring Cold Loop</strong> <strong>Gt-G</strong> <strong>(Lv) Tech (Wb) Creek (Eb)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 228</td>
<td>1</td>
<td>A</td>
<td>30</td>
<td>835</td>
<td>844</td>
<td>851b</td>
<td>--</td>
<td>--</td>
<td>856</td>
<td>900</td>
<td>905</td>
<td>907</td>
<td>909</td>
<td>--</td>
<td>--</td>
<td>916A</td>
</tr>
<tr>
<td>FM 228</td>
<td>2</td>
<td>A</td>
<td>30</td>
<td>901</td>
<td>910</td>
<td>--</td>
<td>--</td>
<td>915</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>915A</td>
<td></td>
</tr>
<tr>
<td>FM 228</td>
<td>1</td>
<td>A</td>
<td>30</td>
<td>935</td>
<td>944</td>
<td>951</td>
<td>952</td>
<td>--</td>
<td>958</td>
<td>1002</td>
<td>1007</td>
<td>1009</td>
<td>1011</td>
<td>--</td>
<td>--</td>
<td>1016A</td>
</tr>
<tr>
<td>FM 228</td>
<td>1</td>
<td>A</td>
<td>30</td>
<td>1001</td>
<td>1010</td>
<td>--</td>
<td>--</td>
<td>1015</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>1016A</td>
</tr>
<tr>
<td>FM 228</td>
<td>2</td>
<td>A</td>
<td>30</td>
<td>1035</td>
<td>1044</td>
<td>1051</td>
<td>1052</td>
<td>--</td>
<td>1058</td>
<td>1102</td>
<td>1107</td>
<td>1109</td>
<td>1111</td>
<td>--</td>
<td>--</td>
<td>1116A</td>
</tr>
<tr>
<td>FM 228</td>
<td>2</td>
<td>A</td>
<td>30</td>
<td>1101</td>
<td>1110</td>
<td>--</td>
<td>--</td>
<td>1115</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>1115A</td>
</tr>
<tr>
<td>FM 228</td>
<td>2</td>
<td>A</td>
<td>30</td>
<td>1135</td>
<td>1144</td>
<td>1151</td>
<td>1152</td>
<td>--</td>
<td>1158</td>
<td>1202</td>
<td>1207</td>
<td>1209</td>
<td>1211</td>
<td>--</td>
<td>--</td>
<td>1216P</td>
</tr>
<tr>
<td>FM 228</td>
<td>1</td>
<td>P</td>
<td>30</td>
<td>1201</td>
<td>1210</td>
<td>--</td>
<td>--</td>
<td>1215</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>1215P</td>
</tr>
<tr>
<td>FM 228</td>
<td>1</td>
<td>P</td>
<td>30</td>
<td>1235</td>
<td>1244</td>
<td>1251</td>
<td>1252</td>
<td>--</td>
<td>1258</td>
<td>102</td>
<td>107</td>
<td>109</td>
<td>111</td>
<td>--</td>
<td>--</td>
<td>116P</td>
</tr>
<tr>
<td>FM 228</td>
<td>2</td>
<td>P</td>
<td>30</td>
<td>101</td>
<td>110</td>
<td>--</td>
<td>--</td>
<td>115</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>115P</td>
</tr>
<tr>
<td>FM 228</td>
<td>2</td>
<td>P</td>
<td>30</td>
<td>135</td>
<td>144</td>
<td>151</td>
<td>152</td>
<td>--</td>
<td>158</td>
<td>202</td>
<td>207</td>
<td>209</td>
<td>211</td>
<td>--</td>
<td>--</td>
<td>216P</td>
</tr>
<tr>
<td>FM 228</td>
<td>1</td>
<td>P</td>
<td>30</td>
<td>201</td>
<td>210</td>
<td>--</td>
<td>--</td>
<td>215</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>215P</td>
</tr>
<tr>
<td>FM 228</td>
<td>1</td>
<td>P</td>
<td>30</td>
<td>235</td>
<td>244</td>
<td>251</td>
<td>252</td>
<td>--</td>
<td>258</td>
<td>302</td>
<td>307</td>
<td>309</td>
<td>311</td>
<td>--</td>
<td>--</td>
<td>316P</td>
</tr>
<tr>
<td>FM 228</td>
<td>2</td>
<td>P</td>
<td>30</td>
<td>301</td>
<td>310</td>
<td>--</td>
<td>--</td>
<td>315</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>315P</td>
</tr>
<tr>
<td>FM 228</td>
<td>2</td>
<td>P</td>
<td>30</td>
<td>335</td>
<td>344</td>
<td>351</td>
<td>352</td>
<td>--</td>
<td>358</td>
<td>402</td>
<td>407</td>
<td>409</td>
<td>411</td>
<td>--</td>
<td>--</td>
<td>416P</td>
</tr>
<tr>
<td>FM 228</td>
<td>1</td>
<td>P</td>
<td>30</td>
<td>401</td>
<td>410</td>
<td>--</td>
<td>--</td>
<td>415</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>415P</td>
</tr>
<tr>
<td>FM 228</td>
<td>1</td>
<td>P</td>
<td>30</td>
<td>435</td>
<td>444</td>
<td>451</td>
<td>452</td>
<td>--</td>
<td>458</td>
<td>502</td>
<td>507</td>
<td>509</td>
<td>511</td>
<td>--</td>
<td>--</td>
<td>516P</td>
</tr>
<tr>
<td>FM 228</td>
<td>2</td>
<td>P</td>
<td>30</td>
<td>501</td>
<td>510</td>
<td>--</td>
<td>--</td>
<td>515</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>515P</td>
</tr>
<tr>
<td>FM 228</td>
<td>2</td>
<td>P</td>
<td>30</td>
<td>535</td>
<td>544</td>
<td>551</td>
<td>552</td>
<td>--</td>
<td>558</td>
<td>602</td>
<td>607</td>
<td>609</td>
<td>611</td>
<td>--</td>
<td>--</td>
<td>616P</td>
</tr>
<tr>
<td>FM 228</td>
<td>1</td>
<td>P</td>
<td>30</td>
<td>601</td>
<td>610</td>
<td>--</td>
<td>--</td>
<td>615</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>615P</td>
</tr>
<tr>
<td>FM 228</td>
<td>1</td>
<td>P</td>
<td>30</td>
<td>635</td>
<td>644</td>
<td>651</td>
<td>652</td>
<td>--</td>
<td>658</td>
<td>702</td>
<td>707</td>
<td>709</td>
<td>711</td>
<td>--</td>
<td>--</td>
<td>716P</td>
</tr>
<tr>
<td>FM 228</td>
<td>2</td>
<td>P</td>
<td>30</td>
<td>701</td>
<td>710</td>
<td>--</td>
<td>--</td>
<td>715</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>715P</td>
</tr>
<tr>
<td>FM 228</td>
<td>2</td>
<td>P</td>
<td>30</td>
<td>735</td>
<td>744</td>
<td>751</td>
<td>752</td>
<td>--</td>
<td>758</td>
<td>802</td>
<td>807</td>
<td>809</td>
<td>811</td>
<td>--</td>
<td>--</td>
<td>816P</td>
</tr>
<tr>
<td>FM 228</td>
<td>1</td>
<td>P</td>
<td>30</td>
<td>801</td>
<td>810</td>
<td>--</td>
<td>--</td>
<td>815</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>815P</td>
</tr>
<tr>
<td>FM 228</td>
<td>1</td>
<td>P</td>
<td>30</td>
<td>835</td>
<td>844</td>
<td>851</td>
<td>852</td>
<td>--</td>
<td>858</td>
<td>902</td>
<td>907</td>
<td>909</td>
<td>911</td>
<td>--</td>
<td>--</td>
<td>916P</td>
</tr>
<tr>
<td>FM 228</td>
<td>2</td>
<td>P</td>
<td>30</td>
<td>901</td>
<td>910</td>
<td>--</td>
<td>--</td>
<td>915</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>915P</td>
</tr>
<tr>
<td>FM 228</td>
<td>2</td>
<td>P</td>
<td>30</td>
<td>935</td>
<td>944</td>
<td>951</td>
<td>952</td>
<td>--</td>
<td>958</td>
<td>1002</td>
<td>1007</td>
<td>1009</td>
<td>1011</td>
<td>--</td>
<td>in</td>
<td>*</td>
</tr>
<tr>
<td>FM 228</td>
<td>1</td>
<td>P</td>
<td>30</td>
<td>1001</td>
<td>1010</td>
<td>--</td>
<td>--</td>
<td>1015</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>1015P</td>
</tr>
<tr>
<td>FM 228</td>
<td>1</td>
<td>P</td>
<td>30</td>
<td>1035</td>
<td>1044</td>
<td>1051</td>
<td>1052</td>
<td>--</td>
<td>1058</td>
<td>1102</td>
<td>1107</td>
<td>1109</td>
<td>1111</td>
<td>--</td>
<td>in</td>
<td>*</td>
</tr>
</tbody>
</table>

b: This trip will only serve the first stop within FlatIron Crossing Mall and then turns left, immediately back to West FlatIron Crossing Drive.

c: If no passengers on board at Via Apia/S Boulder Rd, ok to pull into Garage and bypass stop at Garfield/ S Boulder Rd At Via Appia & Pine, allow passengers to deboard farside of the intersection.
This trip will only serve the first stop within FlatIron Crossing Mall and then turn right, immediately back to Interlocken Blvd.

b: DH to US 36 & Broomfield Stn Gt-G (Lv)

SATURDAY  ROUTE 228  Louisville / Broomfield  IN EFFECT Aug 14, 2016  Page 2 of 2  1607141546
Free running time from Federal-Alameda to Colfax & Federal.
If gate B is occupied at Federal / Evans - alight passengers at Gate A, then proceed to Gate B when that gate is available.
<table>
<thead>
<tr>
<th>FM</th>
<th>D</th>
<th>A</th>
<th>V NUMBER</th>
<th>OUTP TYPE</th>
<th>TYPE</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>6</td>
<td>1</td>
<td>outA 40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>6</td>
<td>2</td>
<td>A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>6</td>
<td>3</td>
<td>A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>6</td>
<td>1</td>
<td>A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>6</td>
<td>2</td>
<td>P</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Make 'Z' stops on 15th and 17th Streets.
<table>
<thead>
<tr>
<th>FROM</th>
<th>W-Bound</th>
<th>TO NEXT</th>
</tr>
</thead>
<tbody>
<tr>
<td>6th</td>
<td>6th Lowr Queb</td>
<td>8th 8th Linc Colf 15th 12th</td>
</tr>
<tr>
<td>2nd</td>
<td>6th Colo York 9th Bdwy Cham Lari</td>
<td></td>
</tr>
</tbody>
</table>

**ROUTE 6**

**SUNDAY**

**W-Bound**

**FROM**

<table>
<thead>
<tr>
<th>D</th>
<th>A</th>
<th>BLOCK FUL/VEH BR.</th>
<th>RTE</th>
<th>Gt-H</th>
<th>V NUMBER</th>
<th>OUTP TYPE</th>
<th>VBR.</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>2</td>
<td>ABil 6th 6th Lowr Queb</td>
<td>Sabl 2nd Peor Hava Yose</td>
<td>6th 6th Lowr Queb</td>
<td>Queb 8th 8th Linc Colf 15th 12th</td>
<td>6th 6th Lowr Queb</td>
<td>6th 6th Lowr Queb</td>
</tr>
</tbody>
</table>

**ROUTE IN EFFECT:**

| FM 6 | 2 | outA 40 | 509 | 513 | 523 | 526 | 529 | 535 | 542 | 545 | 552 | 556 | 601 | 606 | 659A |
|------|---|---------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| FM 6 | 1 | A 40 | 609 | 613 | 623 | 626 | 629 | 635 | 642 | 645 | 652 | 656 | 701 | 706 | 759A |
| FM 6 | 3 | A 40 | 709 | 713 | 723 | 726 | 729 | 735 | 742 | 745 | 752 | 756 | 801 | 806 | 859A |
| FM 6 | 2 | A 40 | 809 | 813 | 823 | 826 | 829 | 835 | 842 | 845 | 852 | 856 | 901 | 906 | 959A |
| FM 6 | 1 | A 40 | 909 | 913 | 923 | 927 | 930 | 937 | 945 | 948 | 955 | 959 | 1004 | 1010 | 1059A |
| FM 6 | 3 | A 40 | 1009 | 1013 | 1023 | 1027 | 1030 | 1037 | 1045 | 1048 | 1055 | 1059 | 1104 | 1110 | 1152A |

**ROUTE TIME**

| FM 6 | 2 | A 40 | 1109 | 1114 | 1125 | 1129 | 1132 | 1139 | 1147 | 1150 | 1157 | 1201 | 1206 | 1212 | 1252P |
|------|---|---------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| FM 6 | 1 | P 40 | 1209 | 1214 | 1225 | 1229 | 1232 | 1239 | 1247 | 1250 | 1257 | 1301 | 1306 | 1312 | 1352P |
| FM 6 | 3 | P 40 | 1309 | 1314 | 1325 | 1329 | 1332 | 1339 | 1347 | 1350 | 1357 | 1401 | 1406 | 1412 | 1452P |
| FM 6 | 2 | P 40 | 2009 | 214 | 225 | 229 | 232 | 239 | 247 | 250 | 257 | 301 | 306 | 312 | 352P |
| FM 6 | 1 | P 40 | 3009 | 314 | 325 | 329 | 332 | 339 | 347 | 350 | 357 | 401 | 406 | 412 | 452P |
| FM 6 | 3 | P 40 | 4009 | 414 | 425 | 429 | 432 | 439 | 447 | 450 | 457 | 501 | 506 | 512 | 556P |

**Make 'Z' stops on 15th and 17th Streets.**

Free running time from Lincoln-9th on trips terminating at 15th/Champa or at Chestnut/17th.
**For Bid**

<table>
<thead>
<tr>
<th>D</th>
<th>A</th>
<th>FROM 13th Crt PkAW Bdwy Bdwy Bdwy Huron Huron Wagn</th>
<th>TO NEXT</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>BLOCK PUL/VEH BR.</td>
<td>RTE Weil 16th Glbv 52nd 64th 70th 84th 106 Road</td>
<td>RTE TIME</td>
</tr>
<tr>
<td>V NUMBER</td>
<td>OUTP</td>
<td>TYPE</td>
<td>Gt-F</td>
</tr>
<tr>
<td>FM 8 2 outA</td>
<td>40</td>
<td>--- &gt;</td>
<td>808 814 819 827 834 838 845 854 858</td>
</tr>
<tr>
<td>FM 8 1 A</td>
<td>40</td>
<td>907 913 919 927 934 938 946 955 959</td>
<td>1004A</td>
</tr>
<tr>
<td>FM 8 2 A</td>
<td>40</td>
<td>1007 1013 1019 1027 1034 1038 1046 1055 1059</td>
<td>1104A</td>
</tr>
<tr>
<td>FM 8 1 A</td>
<td>40</td>
<td>1107 1113 1119 1127 1134 1138 1146 1155 1159</td>
<td>1203P</td>
</tr>
<tr>
<td>FM 8 2 P</td>
<td>40</td>
<td>1207 1213 1219 1227 1234 1238 1246 1255 1259</td>
<td>103P</td>
</tr>
<tr>
<td>FM 8 1 P</td>
<td>40</td>
<td>156</td>
<td></td>
</tr>
<tr>
<td>FM 8 2 P</td>
<td>40</td>
<td>206 212 219 227 234 238 246 256 300</td>
<td>303P</td>
</tr>
<tr>
<td>FM 8 1 P</td>
<td>40</td>
<td>306 312 319 327 334 338 346 356 400</td>
<td>405P</td>
</tr>
<tr>
<td>FM 8 2 P</td>
<td>40</td>
<td>406 412 419 427 433 436 444 453 457</td>
<td>506P</td>
</tr>
<tr>
<td>FM 8 1 P</td>
<td>40</td>
<td>506 512 519 527 533 536 544 553 557</td>
<td>606P</td>
</tr>
<tr>
<td>FM 8 2 P</td>
<td>40</td>
<td>607 612 619 627 633 636 644 653 657</td>
<td>--- &gt; in *</td>
</tr>
<tr>
<td>FM 8 1 P</td>
<td>40</td>
<td>712 717 724 732 738 741 749 758 802</td>
<td>--- &gt; in *</td>
</tr>
</tbody>
</table>

Make 'Z' stops on 15th Street.
### SUNDAY

**ROUTE 8 North Broadway / Huron**

**IN EFFECT:** Aug 14, 2016

---

<table>
<thead>
<tr>
<th>SUNDAY</th>
<th><strong>ROUTE 8 North Broadway / Huron</strong></th>
<th><strong>IN EFFECT</strong></th>
<th>Aug 14, 2016</th>
<th><strong>Page 2 of 2</strong></th>
<th>1607141546</th>
</tr>
</thead>
</table>

**SUNDAY***  

**For Bid***  

**ROUTE IN EFFECT:**

---

<table>
<thead>
<tr>
<th>D</th>
<th>A</th>
<th>FROM</th>
<th>Huro 84th Bdw/ Bdw 51st Pk</th>
<th>AW Trem 13th</th>
<th>TO NEXT</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>BLOCK PUL/ VEH BR.</td>
<td>RTE Road</td>
<td>106 Huro 70th 64th Bdw</td>
<td>Glbv 16th Wlt</td>
<td>RTE TIME</td>
</tr>
<tr>
<td>V NUMBER OUTP TYPE</td>
<td></td>
<td>Gt-F</td>
<td>(Lv)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

| FM | 8 | 1 | outA | 40 | ----> | 804 | 811 | 819 | 827 | 830 | 836 | 844 | 852 | 854 | 907A |
| FM | 8 | 2 | A | 40 | 904 | 911 | 919 | 927 | 930 | 936 | 945 | 954 | 956 | 1007A |
| FM | 8 | 1 | A | 40 | 1004 | 1011 | 1019 | 1027 | 1030 | 1036 | 1045 | 1054 | 1056 | 1107A |
| FM | 8 | 2 | A | 40 | 1104 | 1111 | 1119 | 1127 | 1130 | 1136 | 1145 | 1154 | 1156 | 1207P |
| FM | 8 | 1 | P | 40 | 1203 | 1210 | 1218 | 1226 | 1229 | 1229 | 1235 | 1244 | 1253 | 1255 | 106P |
| FM | 8 | 1 | P | 40 | 1229 | 1235 | 1244 | 1253 | 1255 | 106P |

---

| FM | 8 | 2 | P | 40 | 103 | 110 | 119 | 127 | 130 |
| FM | 8 | 1 | P | 40 | 130 | 136 | 145 | 154 | 157 | 206P |
| FM | 8 | 1 | P | 40 | 203 | 210 | 219 | 227 | 231 | 237 | 245 | 253 | 256 | 306P |
| FM | 8 | 2 | P | 40 | 303 | 310 | 319 | 327 | 331 | 337 | 345 | 353 | 356 | 406P |
| FM | 8 | 1 | P | 40 | 405 | 412 | 421 | 429 | 433 | 439 | 447 | 455 | 458 | 506P |
| FM | 8 | 2 | P | 40 | 506 | 513 | 522 | 529 | 532 | 538 | 545 | 552 | 554 | 607P |
| FM | 8 | 1 | P | 40 | 606 | 613 | 622 | 629 | 632 | 638 | 645 | 652 | 654 | 712P |

---

Free running time from Park AveW-Globeville Road to 13th-Welton.
<table>
<thead>
<tr>
<th>V NUMBER</th>
<th>OUT TYPE</th>
<th>FROM</th>
<th>15th</th>
<th>17th</th>
<th>17th</th>
<th>17th</th>
<th>12th</th>
<th>9th</th>
<th>9th</th>
<th>TO NEXT</th>
</tr>
</thead>
<tbody>
<tr>
<td>FM 10 2</td>
<td>A 40</td>
<td>832</td>
<td>836</td>
<td>839</td>
<td>843</td>
<td>845</td>
<td>845</td>
<td>848</td>
<td>852</td>
<td>858</td>
</tr>
<tr>
<td>FM 10 3</td>
<td>A 40</td>
<td>932</td>
<td>936</td>
<td>939</td>
<td>943</td>
<td>945</td>
<td>945</td>
<td>948</td>
<td>952</td>
<td>958</td>
</tr>
<tr>
<td>FM 10 2</td>
<td>A 40</td>
<td>1005</td>
<td>1007</td>
<td>1012</td>
<td>1015</td>
<td>1015</td>
<td>1019</td>
<td>1023</td>
<td>1030</td>
<td>1037</td>
</tr>
<tr>
<td>FM 10 3</td>
<td>A 40</td>
<td>1005</td>
<td>1007</td>
<td>1012</td>
<td>1015</td>
<td>1015</td>
<td>1019</td>
<td>1023</td>
<td>1030</td>
<td>1037</td>
</tr>
<tr>
<td>FM 10 2</td>
<td>P 40</td>
<td>105</td>
<td>107</td>
<td>112</td>
<td>115</td>
<td>115</td>
<td>119</td>
<td>123</td>
<td>131</td>
<td>138</td>
</tr>
<tr>
<td>FM 10 3</td>
<td>P 40</td>
<td>205</td>
<td>207</td>
<td>212</td>
<td>215</td>
<td>215</td>
<td>219</td>
<td>223</td>
<td>231</td>
<td>238</td>
</tr>
<tr>
<td>FM 10 2</td>
<td>P 40</td>
<td>230</td>
<td>234</td>
<td>237</td>
<td>242</td>
<td>245</td>
<td>245</td>
<td>253</td>
<td>301</td>
<td>308</td>
</tr>
<tr>
<td>FM 10 3</td>
<td>P 40</td>
<td>330</td>
<td>334</td>
<td>337</td>
<td>342</td>
<td>345</td>
<td>349</td>
<td>353</td>
<td>401</td>
<td>408</td>
</tr>
<tr>
<td>FM 10 2</td>
<td>P 40</td>
<td>405</td>
<td>407</td>
<td>412</td>
<td>415</td>
<td>415</td>
<td>419</td>
<td>423</td>
<td>431</td>
<td>438</td>
</tr>
<tr>
<td>FM 10 3</td>
<td>P 40</td>
<td>505</td>
<td>507</td>
<td>512</td>
<td>515</td>
<td>515</td>
<td>519</td>
<td>523</td>
<td>531</td>
<td>538</td>
</tr>
<tr>
<td>FM 10 2</td>
<td>P 40</td>
<td>530</td>
<td>534</td>
<td>537</td>
<td>542</td>
<td>545</td>
<td>545</td>
<td>549</td>
<td>601</td>
<td>608</td>
</tr>
<tr>
<td>FM 10 3</td>
<td>P 40</td>
<td>625</td>
<td>629</td>
<td>632</td>
<td>637</td>
<td>641</td>
<td>645</td>
<td>649</td>
<td>653</td>
<td>700</td>
</tr>
<tr>
<td>FM 10 2</td>
<td>P 40</td>
<td>700</td>
<td>702</td>
<td>707</td>
<td>711</td>
<td>715N</td>
<td>719</td>
<td>723</td>
<td>730</td>
<td>736</td>
</tr>
<tr>
<td>FM 10 3</td>
<td>P 40</td>
<td>800</td>
<td>802</td>
<td>807</td>
<td>811</td>
<td>815N</td>
<td>819</td>
<td>823</td>
<td>830</td>
<td>836</td>
</tr>
<tr>
<td>FM 10 2</td>
<td>P 40</td>
<td>825</td>
<td>829</td>
<td>832</td>
<td>837</td>
<td>841</td>
<td>845N</td>
<td>849</td>
<td>853</td>
<td>900</td>
</tr>
<tr>
<td>FM 10 3</td>
<td>P 40</td>
<td>925</td>
<td>929</td>
<td>932</td>
<td>941</td>
<td>945N</td>
<td>949</td>
<td>953</td>
<td>1000</td>
<td>1006</td>
</tr>
<tr>
<td>FM 10 2</td>
<td>P 40</td>
<td>955</td>
<td>959</td>
<td>1002</td>
<td>1007</td>
<td>1011</td>
<td>1015</td>
<td>1019</td>
<td>1023</td>
<td>1030</td>
</tr>
<tr>
<td>FM 10 3</td>
<td>P 40</td>
<td>1055</td>
<td>1059</td>
<td>1102</td>
<td>1107</td>
<td>1111</td>
<td>1115N</td>
<td>1119</td>
<td>1123</td>
<td>1130</td>
</tr>
</tbody>
</table>

N: NIGHT MEETS - Starting at 7:15P at 15/45 after the hour, Night Meets will be made at this location.

Make 'Y' stops on 15th and 17th Streets.
### Free running time from 15th-Stout to terminal.
Make 'Y' stops on 15th and 17th Streets.
### ROUTE 12

**From:** Downing / N Washington

**To:** N-Bound

**Effective Date:** Aug 14, 2016

---

### Routing

<table>
<thead>
<tr>
<th>Number</th>
<th>Out</th>
<th>Time</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>FM 12</td>
<td>A</td>
<td>1</td>
<td>Downing / N Washington</td>
<td>38th Wash Wash Wash Grnt</td>
</tr>
</tbody>
</table>

---

### Stops

<table>
<thead>
<tr>
<th>Number</th>
<th>Out</th>
<th>Time</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>FM 12</td>
<td>P</td>
<td>239</td>
<td>40</td>
<td>339</td>
</tr>
<tr>
<td>FM 12</td>
<td>P</td>
<td>239</td>
<td>40</td>
<td>339</td>
</tr>
</tbody>
</table>

---

### Notes

- **w:** Watch for Passengers transferring from the EB Route 11, due at same time.
- **n:** Connect to route 92 EB

---

### Route Times

<table>
<thead>
<tr>
<th>Number</th>
<th>Out</th>
<th>Time</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>FM 12</td>
<td>P</td>
<td>239</td>
<td>40</td>
<td>339</td>
</tr>
</tbody>
</table>

---

### Schedule

<table>
<thead>
<tr>
<th>Number</th>
<th>Out</th>
<th>Time</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>FM 12</td>
<td>P</td>
<td>239</td>
<td>40</td>
<td>339</td>
</tr>
</tbody>
</table>

---

### Connections

- **CONNECT TO:** route 92 EB

---

### Additional Information

- **Block Pul/VEH BR.:** Engl Hamp Down Loui Down Down Down Down 38th Wash Wash Wash Grnt
- **Res: Blanket:** Yes
- **Signage:** Yes
- **Signage Location:** On Route
- **Signage Size:** 6"x8"
| BLOCK PUL/VEH BR. | RTE | ROAD | D | A | W | Wash | 106 | Grnt | Wash | Wash | Wash | Wash | Wash | 38th | Down | Down | Coro | Coro | Down | Loui | Down | Hamp | Engl | TO NEXT |
|------------------|-----|------|---|---|----|------|-----|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| SUNDAY | *** For Bid *** | DOWNING / N Washington | IN EFFECT | Aug 14, 2016 | Page 2 of 2 | 1607141546 |

**ROUTE IN EFFECT:**

<table>
<thead>
<tr>
<th>V NUMBER OUTP TYPE</th>
<th>Gt-E</th>
<th>Gt-C</th>
<th>Gt-C</th>
<th>(Ar)</th>
<th>(Lv)</th>
<th>(Lv)</th>
<th>Gt-B</th>
<th>Gt-D</th>
</tr>
</thead>
<tbody>
<tr>
<td>FM 12 3 outA 40</td>
<td>545 549 558 601 606 614 620 622 631 636 639 649 655 659 704 709 715 721b 740A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 12 1 A 40</td>
<td>745 749 758 801 806 814 820 822 831 836 839 849 855 859 904 909 915 921b 939A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 12 4 A 40</td>
<td>845 849 858 901 906 915 921 923 932 937 940 949 955 959 1004 1010 1016 1022b 1039A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 12 3 A 40</td>
<td>945 949 959 1002 1008 1017 1023 1025 1034 1040 1043 1054 1100 1104 1109 1115 1121 1128b 1139A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 12 1 A 40</td>
<td>1145 1149 1159 1202 1208 1217 1223 1225 1234 1240 1243 1254 100 104 109 115 121 128b 139P</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 12 4 P 40</td>
<td>1245 1249 1259 102 108 117 123 125 134 140 143 154 200 204 209 215 221 228b 239P</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 12 3 P 40</td>
<td>145 149 159 202 208 217 223</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 12 1 P 40</td>
<td>345 349 359 402 408 417 423 425 434 440 443 453 459 503 508 514 520 527b 538P</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 12 4 P 40</td>
<td>445 449 459 502 508 517 523 525 534 540 543 553 559 603 608 614 620 627b 640P</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 12 3 P 40</td>
<td>545 549 559 602 608 617 623 625 634 640 643 653 659 703 708 714 719 725b 740P</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 12 1 P 40</td>
<td>745 749 759 802 808 816 822 824 833 838 841 851 857 901 906 912 917 923b 940P</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 12 4 P 40</td>
<td>845 849 858 903 908 916 922 924 932 937 940 950 956 1000 1005 1011 1016 1022b 1040P</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 12 3 P 40</td>
<td>930 934 943 948 953 1001 1007 1009 1017 1022 1025 1033 1039 1043 1048 1054 1059a105 1059a105 1059 1059P 1059E105 ---&gt; in *</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Notes:**
- **b:** DH to Englewood Station Gt-D (Lv)
- **e:** If empty at Girard/Lincoln, Ok to turn short at Broadway and pull-into garage.
### SUNDAY N-Bound

#### ROUTE 19 North Pecos

---

<table>
<thead>
<tr>
<th>D</th>
<th>A</th>
<th>V NUMBER</th>
<th>OUTP</th>
<th>TYPE</th>
<th>RTE</th>
<th>TIME</th>
<th>PUL</th>
<th>RTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>FM 19 1</td>
<td>A</td>
<td>40</td>
<td>706</td>
<td>710</td>
<td>716</td>
<td>723</td>
<td>728</td>
<td>736</td>
</tr>
<tr>
<td>FM 19 2</td>
<td>A</td>
<td>40</td>
<td>806</td>
<td>810</td>
<td>816</td>
<td>823</td>
<td>828</td>
<td>836</td>
</tr>
<tr>
<td>FM 19 1</td>
<td>A</td>
<td>40</td>
<td>906</td>
<td>910</td>
<td>916</td>
<td>923</td>
<td>928</td>
<td>936</td>
</tr>
<tr>
<td>FM 19 2</td>
<td>A</td>
<td>40</td>
<td>1005</td>
<td>1010</td>
<td>1016</td>
<td>1023</td>
<td>1024</td>
<td>1029</td>
</tr>
<tr>
<td>FM 19 1</td>
<td>A</td>
<td>40</td>
<td>1105</td>
<td>1110</td>
<td>1116</td>
<td>1123</td>
<td>1124</td>
<td>1129</td>
</tr>
<tr>
<td>FM 19 2</td>
<td>P</td>
<td>40</td>
<td>1205</td>
<td>1210</td>
<td>1216</td>
<td>1223</td>
<td>1224</td>
<td>1229</td>
</tr>
<tr>
<td>FM 19 1</td>
<td>P</td>
<td>40</td>
<td>105</td>
<td>110</td>
<td>116</td>
<td>123</td>
<td>124</td>
<td>129</td>
</tr>
<tr>
<td>FM 19 2</td>
<td>P</td>
<td>40</td>
<td>205</td>
<td>210</td>
<td>216</td>
<td>223</td>
<td>224</td>
<td>229</td>
</tr>
<tr>
<td>FM 19 1</td>
<td>P</td>
<td>40</td>
<td>305</td>
<td>310</td>
<td>316</td>
<td>323</td>
<td>324</td>
<td>329</td>
</tr>
<tr>
<td>FM 19 2</td>
<td>P</td>
<td>40</td>
<td>405</td>
<td>410</td>
<td>416</td>
<td>423</td>
<td>424</td>
<td>429</td>
</tr>
<tr>
<td>FM 19 1</td>
<td>P</td>
<td>40</td>
<td>505</td>
<td>510</td>
<td>516</td>
<td>523</td>
<td>524</td>
<td>529</td>
</tr>
<tr>
<td>FM 19 2</td>
<td>P</td>
<td>40</td>
<td>605</td>
<td>610</td>
<td>616</td>
<td>623</td>
<td>624</td>
<td>629</td>
</tr>
<tr>
<td>FM 19 1</td>
<td>P</td>
<td>40</td>
<td>713</td>
<td>717</td>
<td>723</td>
<td>730</td>
<td>735</td>
<td>743</td>
</tr>
<tr>
<td>FM 19 2</td>
<td>P</td>
<td>40</td>
<td>813</td>
<td>817</td>
<td>823</td>
<td>830</td>
<td>835</td>
<td>843</td>
</tr>
<tr>
<td>FM 19 1</td>
<td>P</td>
<td>40</td>
<td>913</td>
<td>917</td>
<td>923</td>
<td>930</td>
<td>935</td>
<td>943</td>
</tr>
</tbody>
</table>

---
<table>
<thead>
<tr>
<th>D burglary/</th>
<th>atteve</th>
<th>T FR</th>
<th>Peco Peco Lipn Wewa 17th 17th 13th</th>
<th>TO NEXT</th>
<th>(Ar)</th>
</tr>
</thead>
<tbody>
<tr>
<td>FM 19 1 outA</td>
<td>40</td>
<td>---&gt;</td>
<td>603 618 624 631 637 644 652 655 658</td>
<td>706A</td>
<td></td>
</tr>
<tr>
<td>FM 19 2 outA</td>
<td>40</td>
<td>---&gt;</td>
<td>703 718 724 731 737 744 752 755 758</td>
<td>806A</td>
<td></td>
</tr>
<tr>
<td>FM 19 1 A</td>
<td>40</td>
<td></td>
<td>803 818 824 831 837 844 852 855 858</td>
<td>906A</td>
<td></td>
</tr>
<tr>
<td>FM 19 2 A</td>
<td>40</td>
<td></td>
<td>902 918 924 931 937 944 952 955 958</td>
<td>1005A</td>
<td></td>
</tr>
<tr>
<td>FM 19 1 A</td>
<td>40</td>
<td></td>
<td>1002 1018 1024 1031 1037 1044 1052 1055 1058</td>
<td>1105A</td>
<td></td>
</tr>
<tr>
<td>FM 19 2 A</td>
<td>40</td>
<td></td>
<td>1102 1118 1124 1131 1137 1144 1152 1155 1158</td>
<td>1205P</td>
<td></td>
</tr>
<tr>
<td>FM 19 1 P</td>
<td>40</td>
<td></td>
<td>1202 1218 1224 1231 1237 1244 1252 1255 1258</td>
<td>105P</td>
<td></td>
</tr>
<tr>
<td>FM 19 2 P</td>
<td>40</td>
<td></td>
<td>102 118 124 131 137 144 152 155 158</td>
<td>205P</td>
<td></td>
</tr>
<tr>
<td>FM 19 1 P</td>
<td>40</td>
<td></td>
<td>202 218 224 231 237 244 252 255 258</td>
<td>305P</td>
<td></td>
</tr>
<tr>
<td>FM 19 2 P</td>
<td>40</td>
<td></td>
<td>302 318 324 331 337 344 352 355 358</td>
<td>405P</td>
<td></td>
</tr>
<tr>
<td>FM 19 1 P</td>
<td>40</td>
<td></td>
<td>402 418 424 431 437 444 452 455 458</td>
<td>505P</td>
<td></td>
</tr>
<tr>
<td>FM 19 2 P</td>
<td>40</td>
<td></td>
<td>502 518 524 531 537 544 552 555 558</td>
<td>605P</td>
<td></td>
</tr>
<tr>
<td>FM 19 1 P</td>
<td>40</td>
<td></td>
<td>602 618 624 631 637 644 652 655 658</td>
<td>713P</td>
<td></td>
</tr>
<tr>
<td>FM 19 2 P</td>
<td>40</td>
<td></td>
<td>702 718 724 731 737 744 752 755 758</td>
<td>813P</td>
<td></td>
</tr>
<tr>
<td>FM 19 1 P</td>
<td>40</td>
<td></td>
<td>802 818 824 831 837 844 852 855 858</td>
<td>913P</td>
<td></td>
</tr>
</tbody>
</table>
### For Bid

<table>
<thead>
<tr>
<th>D</th>
<th>V NUMBER</th>
<th>PUL/BR.</th>
<th>RTE (Lv)</th>
<th>E-Bound</th>
<th>FROM</th>
<th>TO NEXT</th>
</tr>
</thead>
<tbody>
<tr>
<td>FM</td>
<td>20</td>
<td>1</td>
<td>A</td>
<td>40</td>
<td>621</td>
<td>701</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>2</td>
<td>out</td>
<td>A</td>
<td>40</td>
<td>651</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>3</td>
<td>A</td>
<td>40</td>
<td>721</td>
<td>747</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>4</td>
<td>A</td>
<td>40</td>
<td>751</td>
<td>826</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>1</td>
<td>A</td>
<td>40</td>
<td>821</td>
<td>859</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>2</td>
<td>A</td>
<td>40</td>
<td>851</td>
<td>926</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>3</td>
<td>A</td>
<td>40</td>
<td>922</td>
<td>945</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>4</td>
<td>A</td>
<td>40</td>
<td>952</td>
<td>1004</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>1</td>
<td>A</td>
<td>40</td>
<td>1022</td>
<td>1037</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>2</td>
<td>A</td>
<td>40</td>
<td>1052</td>
<td>1131</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>3</td>
<td>A</td>
<td>40</td>
<td>1122</td>
<td>1151</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>4</td>
<td>A</td>
<td>40</td>
<td>1153</td>
<td>1217</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>1223</td>
<td>1217</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>2</td>
<td>P</td>
<td>40</td>
<td>1253</td>
<td>1233</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>3</td>
<td>P</td>
<td>40</td>
<td>123</td>
<td>1233</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>4</td>
<td>P</td>
<td>40</td>
<td>153</td>
<td>233</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>223</td>
<td>303</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>2</td>
<td>P</td>
<td>40</td>
<td>253</td>
<td>333</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>3</td>
<td>P</td>
<td>40</td>
<td>323</td>
<td>333</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>4</td>
<td>P</td>
<td>40</td>
<td>353</td>
<td>433</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>423</td>
<td>453</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>2</td>
<td>P</td>
<td>40</td>
<td>453</td>
<td>533</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>3</td>
<td>P</td>
<td>40</td>
<td>523</td>
<td>603</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>4</td>
<td>P</td>
<td>40</td>
<td>553</td>
<td>633</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>1</td>
<td>P</td>
<td>40</td>
<td>623</td>
<td>633</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>2</td>
<td>P</td>
<td>40</td>
<td>709</td>
<td>736</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>3</td>
<td>P</td>
<td>40</td>
<td>739</td>
<td>816</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>4</td>
<td>P</td>
<td>40</td>
<td>809</td>
<td>846</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>2</td>
<td>P</td>
<td>40</td>
<td>909</td>
<td>946</td>
</tr>
<tr>
<td>FM</td>
<td>20</td>
<td>4</td>
<td>P</td>
<td>40</td>
<td>1009</td>
<td>1046</td>
</tr>
</tbody>
</table>

---

Make 'X' stops on 15th and 17th Streets.
<table>
<thead>
<tr>
<th>FM</th>
<th>D</th>
<th>A</th>
<th>V NUMBER OUTP TYPE</th>
<th>FROM 16th Mont 23rd Colo 18th 15th</th>
<th>DUS</th>
<th>TO NEXT RTE TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>1</td>
<td>outA</td>
<td>40</td>
<td>16th Mont</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>3</td>
<td>outA</td>
<td>40</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>4</td>
<td>outA</td>
<td>40</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>1</td>
<td>A</td>
<td>40</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>2</td>
<td>A</td>
<td>40</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>3</td>
<td>A</td>
<td>40</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>4</td>
<td>A</td>
<td>40</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>1</td>
<td>A</td>
<td>40</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>2</td>
<td>A</td>
<td>40</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>3</td>
<td>A</td>
<td>40</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>4</td>
<td>A</td>
<td>40</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*** For Bid ***

On trips terminating at Union Station, Free running time from 18th-Downing to Union Station. Make 'X' stops on 15th and 17th Streets.
<table>
<thead>
<tr>
<th>V NUMBER</th>
<th>ROUTE TYPE</th>
<th>FROM</th>
<th>TO</th>
<th>TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>FM 40 5</td>
<td>P 40</td>
<td>Moor</td>
<td>York</td>
<td>1102</td>
</tr>
<tr>
<td>FM 40 3</td>
<td>P 40</td>
<td>Yale</td>
<td>Stn</td>
<td>1132</td>
</tr>
<tr>
<td>FM 40 4</td>
<td>X 40</td>
<td>9th</td>
<td>Miss</td>
<td>1202</td>
</tr>
<tr>
<td>Day</td>
<td>Route</td>
<td>Location</td>
<td>Outbound</td>
<td>Gt-D (Ar)</td>
</tr>
<tr>
<td>-----</td>
<td>-------</td>
<td>----------</td>
<td>----------</td>
<td>-----------</td>
</tr>
<tr>
<td>FM 40 5 out A 40</td>
<td>---</td>
<td>---</td>
<td>500</td>
<td>504</td>
</tr>
<tr>
<td>FM 40 1 A 40</td>
<td>545</td>
<td>555</td>
<td>558</td>
<td>600</td>
</tr>
<tr>
<td>FM 40 3 A 40</td>
<td>615e</td>
<td>625</td>
<td>628</td>
<td>630</td>
</tr>
<tr>
<td>FM 40 4 A 40</td>
<td>645</td>
<td>655</td>
<td>658</td>
<td>700</td>
</tr>
<tr>
<td>FM 40 2 A 40</td>
<td>715e</td>
<td>725</td>
<td>728</td>
<td>730</td>
</tr>
<tr>
<td>FM 40 5 A 40</td>
<td>745</td>
<td>755</td>
<td>758</td>
<td>800</td>
</tr>
<tr>
<td>FM 40 1 A 40</td>
<td>815e</td>
<td>825</td>
<td>828</td>
<td>830</td>
</tr>
<tr>
<td>FM 40 3 A 40</td>
<td>845</td>
<td>855</td>
<td>858</td>
<td>900</td>
</tr>
<tr>
<td>FM 40 4 A 40</td>
<td>915e</td>
<td>925</td>
<td>928</td>
<td>930</td>
</tr>
<tr>
<td>FM 40 2 A 40</td>
<td>945</td>
<td>955</td>
<td>958</td>
<td>1000</td>
</tr>
<tr>
<td>FM 40 5 A 40</td>
<td>1015e</td>
<td>1025</td>
<td>1028</td>
<td>1030</td>
</tr>
<tr>
<td>FM 40 1 A 40</td>
<td>1045</td>
<td>1055</td>
<td>1058</td>
<td>1100</td>
</tr>
<tr>
<td>FM 40 3 A 40</td>
<td>1115e</td>
<td>1125</td>
<td>1128</td>
<td>1130</td>
</tr>
<tr>
<td>FM 40 4 A 40</td>
<td>1145</td>
<td>1155</td>
<td>1158</td>
<td>1200</td>
</tr>
<tr>
<td>FM 40 2 P 40</td>
<td>1215e</td>
<td>1225</td>
<td>1228</td>
<td>1230</td>
</tr>
<tr>
<td>FM 40 6 P 40</td>
<td>1245</td>
<td>1255</td>
<td>1258</td>
<td>100</td>
</tr>
<tr>
<td>FM 40 5 P 40</td>
<td>115e</td>
<td>125</td>
<td>128</td>
<td>130</td>
</tr>
<tr>
<td>FM 40 1 P 40</td>
<td>145</td>
<td>155</td>
<td>158</td>
<td>200</td>
</tr>
<tr>
<td>FM 40 3 P 40</td>
<td>215e</td>
<td>225</td>
<td>228</td>
<td>230</td>
</tr>
</tbody>
</table>

---

*Note: Outbound times are from Denver Union Station to the specified destinations.*

---

**e:** Watch for passengers from Sb Route 88 arriving 1-2 minutes earlier.
**SUNDAY**  ROUTE 40  Colorado Boulevard  **IN EFFECT** Aug 14, 2016  Page 4 of 4  1607141546

---

**For Bid**

<table>
<thead>
<tr>
<th>D</th>
<th>A</th>
<th>FROM 60th Colo 40th Colo 40th Colo 9th Alam Miss Stn Yale Colo Moor</th>
<th>TO NEXT</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>BLOCK PUL/VEH BR.</td>
<td>RTE Dahl 48th Colo Colo BrRn Colt</td>
<td>RTE TIME</td>
</tr>
<tr>
<td>V</td>
<td>NUMBER</td>
<td>OUTP</td>
<td>TYPE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>3</td>
<td>P</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>4</td>
<td>P</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>2</td>
<td>P</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>6</td>
<td>P</td>
</tr>
<tr>
<td>FM</td>
<td>40</td>
<td>5</td>
<td>X</td>
</tr>
</tbody>
</table>

---

e: Watch for passengers from Sb Route 88 arriving 1-2 minutes earlier.
<table>
<thead>
<tr>
<th>D</th>
<th>A</th>
<th>FROM</th>
<th>TO</th>
<th>E-Bound</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>BLOCK PUL/VEH BR.</td>
<td>RTE Plza Grnt Fed Stn</td>
<td>RTE TIME</td>
<td></td>
</tr>
<tr>
<td>V NUMBER OUTP TYPE</td>
<td>(Lv)</td>
<td>(Eb) Gt-B</td>
<td>(Ar)</td>
<td></td>
</tr>
</tbody>
</table>

| FM | 76 21 | A 40 | 76 1017 1024 1028 1032b | 1038A |
| FM | 76 21 | P 40 | 76 217 224 228 232b | 238P |

b : DH to Littleton-Downtown Stn Gt-C (Lv)
<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SUNDAY</strong></td>
<td><strong>ROUTE 59</strong></td>
<td><strong>West Bowles</strong></td>
<td></td>
</tr>
<tr>
<td><strong>W-Bound</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>A</td>
<td>FROM Litt Bowl Grnt SW TO NEXT</td>
<td></td>
</tr>
<tr>
<td>I</td>
<td>BLOCK PUL/VEH BR.</td>
<td>RTE Stn Fed Rnch Plza RTE TIME</td>
<td></td>
</tr>
<tr>
<td>V NUMBER OUTP TYPE</td>
<td></td>
<td>Gt-C Bowl (Ar)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 76 21 A 40</td>
<td></td>
<td>1038 1042 1045 1052 76 1109A</td>
<td></td>
</tr>
<tr>
<td>FM 76 21 P 40</td>
<td></td>
<td>238 242 245 252 76 308P</td>
<td></td>
</tr>
</tbody>
</table>
**SUNDAY**  
**ROUTE 65**  
Monaco Parkway

<table>
<thead>
<tr>
<th><strong>D</strong></th>
<th><strong>A</strong></th>
<th><strong>FROM</strong></th>
<th><strong>TO</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>I</strong></td>
<td><strong>BLOCK PUL/VEH BR.</strong></td>
<td><strong>RTE</strong></td>
<td><strong>MONTE MONA</strong></td>
</tr>
<tr>
<td><strong>V</strong></td>
<td><strong>NUMBER OUTP TYPE</strong></td>
<td><strong>RTE</strong></td>
<td><strong>TIME</strong></td>
</tr>
<tr>
<td><strong>V</strong></td>
<td><strong>Gt-E</strong></td>
<td><strong>Mona</strong></td>
<td><strong>6th Colf</strong></td>
</tr>
<tr>
<td><strong>V</strong></td>
<td><strong>MLK Cntr</strong></td>
<td><strong>Mona</strong></td>
<td><strong>Rte</strong></td>
</tr>
</tbody>
</table>

| **ROUTE IN EFFECT:** | **IN EFFECT Aug 14, 2016** | **Page 1 of 2** | **1607141546** |

| **ROUTE** | **N-Bound** | **65** | **Monaco Parkway** |

<p>| <strong>FM 65 3 outA 40</strong> | <strong>815 822 827 829 832 835 839 845 855A</strong> | <strong>120</strong> | <strong>125P</strong> |
| <strong>FM 65 3 A 40</strong> | <strong>940 948 954 956 959 1003 1008 1015 1025A</strong> | <strong>105</strong> | <strong>255P</strong> |
| <strong>FM 65 3 A 40</strong> | <strong>1110 1118 1124 1126 1129 1133 1138 1145 1155A</strong> | <strong>115</strong> | <strong>425P</strong> |
| <strong>FM 65 3 P 40</strong> | <strong>1240 1248 1254 1256 1259 1263 1267 1271 1275P</strong> | <strong>125</strong> | <strong>555P</strong> |
| <strong>FM 65 3 P 40</strong> | <strong>210 218 224 226 229 233 238 245 255P</strong> | <strong>255</strong> | <strong>555P</strong> |
| <strong>FM 65 3 P 40</strong> | <strong>342 349 355 357 400 404 408 415 425P</strong> | <strong>425</strong> | <strong>555P</strong> |
| <strong>FM 65 3 P 40</strong> | <strong>512 519 525 527 530 534 538 545 555P</strong> | <strong>555</strong> | <strong>555P</strong> |
| <strong>FM 65 3 P 40</strong> | <strong>645 652 657 659 701 705 709 715 725P</strong> | <strong>725</strong> | <strong>725P</strong> |</p>
<table>
<thead>
<tr>
<th>D/BLOCK PUL/VEH BR.</th>
<th>FROM Cntr</th>
<th>Mona</th>
<th>Mona</th>
<th>Mona</th>
<th>Mona</th>
<th>Sout</th>
<th>RTE</th>
<th>Park</th>
<th>Mlkbr</th>
<th>Colf</th>
<th>6th</th>
<th>Alam</th>
<th>Expo</th>
<th>Evns</th>
<th>Moor</th>
<th>RTE TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>V/NUMBER OUT/TYPE</td>
<td>GtA3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Gt-E</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 65 3 A 40</td>
<td>855</td>
<td>902</td>
<td>908</td>
<td>912</td>
<td>915</td>
<td>917</td>
<td>924</td>
<td>931</td>
<td>940A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 65 3 A 40</td>
<td>1025</td>
<td>1032</td>
<td>1038</td>
<td>1042</td>
<td>1045</td>
<td>1047</td>
<td>1054</td>
<td>1101</td>
<td>1110A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 65 3 A 40</td>
<td>1155</td>
<td>1202</td>
<td>1208</td>
<td>1212</td>
<td>1215</td>
<td>1217</td>
<td>1224</td>
<td>1231</td>
<td>1240P</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 65 3 P 40</td>
<td>125</td>
<td>132</td>
<td>138</td>
<td>142</td>
<td>145</td>
<td>147</td>
<td>154</td>
<td>201</td>
<td>210P</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 65 3 P 40</td>
<td>255</td>
<td>302</td>
<td>308</td>
<td>312</td>
<td>315</td>
<td>317</td>
<td>324</td>
<td>331</td>
<td>342P</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 65 3 P 40</td>
<td>425</td>
<td>432</td>
<td>438</td>
<td>442</td>
<td>445</td>
<td>447</td>
<td>454</td>
<td>501</td>
<td>512P</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 65 3 P 40</td>
<td>555</td>
<td>602</td>
<td>608</td>
<td>612</td>
<td>615</td>
<td>617</td>
<td>624</td>
<td>631</td>
<td>645P</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 65 3 P 40</td>
<td>725</td>
<td>731</td>
<td>736</td>
<td>738</td>
<td>741</td>
<td>743</td>
<td>747</td>
<td>753</td>
<td>---in*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### SUNDAY
**ROUTE 76  **Wadsworth Blvd

**IN EFFECT** Aug 14, 2016  **Page 1 of 2**  1607141546

<table>
<thead>
<tr>
<th>D</th>
<th>A</th>
<th>FROM</th>
<th>SW Wads Wads Alli Alli Lkwd Wads Wads Olde Olde Olde Wads Wads US36</th>
<th>TO NEXT</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>BLOCK PUL/ VEH BR.</td>
<td>RTE Plza Jeff Jewe Virg Virg Wads Colf 38th Town Town Town 68th 88th Bfld</td>
<td>RTE TIME</td>
<td></td>
</tr>
<tr>
<td>V</td>
<td>NUMBER</td>
<td>OUTP</td>
<td>TYPE</td>
<td></td>
</tr>
<tr>
<td>(Lv)</td>
<td>Stn</td>
<td>Gt-A</td>
<td>Gt-B</td>
<td>Gt-D</td>
</tr>
</tbody>
</table>

| FM | 76 21 | outA | 40 | --|> | 711 | 719 | 725 | 733 | 737 | 744 | 746 | 752 | -- | 759 | 807 | 816 | 822 | 832 | 838A |
| FM | 76 21 | A | 40 | | 59 | 1109 | 1117 | 1124 | 1133 | 1137 | 1146 | 1148 | 1154 | -- | 1202 | 1207 | 1216 | 1223 | 1233 | 1237P |
| FM | 76 21 | P | 40 | | 59 | 308 | 316 | 324 | 333 | 337 | 346 | 348 | 354 | -- | 402 | 407 | 416 | 424 | 434 | 438P |

**NOTE:** Okay to ARRIVE Broomfield park-n-Ride up to 3 minutes early for connections.
**SUNDAY**  ROUTE 76  Wadsworth Blvd  **IN EFFECT** Aug 14, 2016  Page 2 of 2  1607141546

*** For Bid ***  FOR S-Bound

<table>
<thead>
<tr>
<th>D</th>
<th>A</th>
<th>FROM US36 Wads Wads Olde Olde Wads Lkwd Alli Alli Wads Wads SW</th>
<th>TO NEXT</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>BLOCK PUL/VEH BR.</td>
<td>RTE Bfld 88th 68th Town Town 38th Colf Wads Virg Virg Jewe Jeff Plza</td>
<td>RTE TIME</td>
</tr>
<tr>
<td>V</td>
<td>NUMBER OUTP TYPE</td>
<td>Gt-D</td>
<td>Gt-C Gt-C</td>
</tr>
<tr>
<td>FM 76 21</td>
<td>A 40</td>
<td>838 849 856 904</td>
<td>904 907 915 922 923 931 937 946 952 1001</td>
</tr>
<tr>
<td>FM 76 21</td>
<td>A 40</td>
<td>904 907 915 922 923 931 937 946 952 1001</td>
<td>59 1017A</td>
</tr>
<tr>
<td>FM 76 21</td>
<td>P 40</td>
<td>1237 1249 1256 104 107 115 122 123 131 137 146 152 201</td>
<td>59 217P</td>
</tr>
<tr>
<td>FM 76 21</td>
<td>P 40</td>
<td>438 449 456 504 507 515 522 523 531 537 546 552 600 --- in *</td>
<td></td>
</tr>
</tbody>
</table>
**Sunday**  
**Route 92**  
**92nd Avenue**  

---  

**For Bid**  

<table>
<thead>
<tr>
<th>D</th>
<th>A</th>
<th>V Number</th>
<th>Outp</th>
<th>Type</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>FM 92 1 A 30</td>
<td>921 923 928 932 934 941 944 950e 954 958 1001 1006 1010</td>
<td>1014A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 92 2 A 30</td>
<td>1021 1023 1028 1032 1034 1041 1044 1050e 1054 1058 1101 1106 1110</td>
<td>1114A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 92 1 A 30</td>
<td>1121 1123 1128 1132 1134 1141 1144 1150e 1154 1158 1201 1206 1210</td>
<td>1214P</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 92 2 P 30</td>
<td>1220 1222 1227 1231 1233 1240 1244 1250e 1254 1258 1261</td>
<td>1217P</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 92 1 P 30</td>
<td>120 122 127 131 133 140 144 150e 155 159 202</td>
<td>215P</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 92 2 P 30</td>
<td>1220 1222 1227 1231 1233 1240 1244 1250e 1254 1258 1261</td>
<td>1217P</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 92 1 P 30</td>
<td>120 122 127 131 133 140 144 150e 155 159 202</td>
<td>215P</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 92 2 P 30</td>
<td>1220 1222 1227 1231 1233 1240 1244 1250e 1254 1258 1261</td>
<td>1217P</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 92 1 P 30</td>
<td>120 122 127 131 133 140 144 150e 155 159 202</td>
<td>215P</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 92 2 P 30</td>
<td>1220 1222 1227 1231 1233 1240 1244 1250e 1254 1258 1261</td>
<td>1217P</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM 92 2 P 30</td>
<td>120 122 127 131 133 140 144 150e 155 159 202</td>
<td>215P</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---  

**e:** Watch for transfers from Route 12 NB due 3 minutes or less before your scheduled time.  

Please note: Route 92 does not serve Thornton Park-n-Ride on Sundays and holidays.
Please note: Route 92 does not serve Thornton Park-n-Ride on Sundays and holidays.
### Sunday SUNDAY

**Route 112 West 112th Avenue**

<table>
<thead>
<tr>
<th><strong>Route</strong></th>
<th><strong>Direction</strong></th>
<th><strong>From</strong></th>
<th><strong>To</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Route 112</td>
<td>E-Bound</td>
<td>US36</td>
<td>Mel</td>
</tr>
</tbody>
</table>

### SUNDAY E-Bound ROUTE 112

**West 112th Avenue**

<table>
<thead>
<tr>
<th><strong>Block Pul/VEH</strong></th>
<th><strong>RTE</strong></th>
<th><strong>Bldg Opal</strong></th>
<th><strong>FRCC</strong></th>
<th><strong>RTE</strong></th>
<th><strong>Time</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>112</strong></td>
<td><strong>A</strong></td>
<td><strong>106</strong></td>
<td><strong>116</strong></td>
<td><strong>112</strong></td>
<td><strong>Gt-C</strong></td>
</tr>
<tr>
<td><strong>112</strong></td>
<td><strong>P</strong></td>
<td><strong>30</strong></td>
<td><strong>30</strong></td>
<td><strong>30</strong></td>
<td><strong>Gt-B</strong></td>
</tr>
</tbody>
</table>

- **FM 112 1 A 30**: 835 841 848 854 859 902 904A
- **FM 112 1 A 30**: 935 941 948 954 959 1002 1004A
- **FM 112 1 A 30**: 1035 1041 1048 1054 1059 1102 1104A

- **FM 112 1 A 30**: 1135 1141 1148 1154 1159 1202 1204P
- **FM 112 1 P 30**: 1235 1241 1248 1254 1259 102 104P
- **FM 112 1 P 30**: 135 141 148 154 159 202 204P

- **FM 112 1 P 30**: 235 241 248 254 259 302 304P
- **FM 112 1 P 30**: 335 341 348 354 359 402 404P
- **FM 112 1 P 30**: 435 441 448 454 459 502 504P

- **FM 112 1 P 30**: 535 541 548 554 559 602 604P
- **FM 112 1 P 30**: 635 641 648 654 659 702 704P
- **FM 112 1 P 30**: 735 741 748 754 759 802 ---in *

---

*Please watch and wait up to 3 min for passengers trying to connect from regional route due at same time.*
<table>
<thead>
<tr>
<th>V NUMBER</th>
<th>OUTP</th>
<th>TYPE</th>
<th>GT-B</th>
<th>GT-C</th>
</tr>
</thead>
<tbody>
<tr>
<td>FM 112</td>
<td>30</td>
<td>outA</td>
<td>804</td>
<td>835A</td>
</tr>
<tr>
<td>FM 112</td>
<td>30</td>
<td>A</td>
<td>904</td>
<td>935A</td>
</tr>
<tr>
<td>FM 112</td>
<td>30</td>
<td>A</td>
<td>1004</td>
<td>1035A</td>
</tr>
<tr>
<td>FM 112</td>
<td>30</td>
<td>A</td>
<td>1104</td>
<td>1135A</td>
</tr>
<tr>
<td>FM 112</td>
<td>30</td>
<td>P</td>
<td>1204</td>
<td>1235P</td>
</tr>
<tr>
<td>FM 112</td>
<td>30</td>
<td>P</td>
<td>130</td>
<td>135P</td>
</tr>
<tr>
<td>FM 112</td>
<td>30</td>
<td>P</td>
<td>204</td>
<td>235P</td>
</tr>
<tr>
<td>FM 112</td>
<td>30</td>
<td>P</td>
<td>304</td>
<td>335P</td>
</tr>
<tr>
<td>FM 112</td>
<td>30</td>
<td>P</td>
<td>404</td>
<td>435P</td>
</tr>
<tr>
<td>FM 112</td>
<td>30</td>
<td>P</td>
<td>504</td>
<td>535P</td>
</tr>
<tr>
<td>FM 112</td>
<td>30</td>
<td>P</td>
<td>604</td>
<td>635P</td>
</tr>
<tr>
<td>FM 112</td>
<td>30</td>
<td>P</td>
<td>704</td>
<td>735P</td>
</tr>
<tr>
<td>D</td>
<td>A</td>
<td>US36 Intr Flat Flat RoleRock McCa Apia Apia Gfld</td>
<td>TO NEXT</td>
<td></td>
</tr>
<tr>
<td>-------</td>
<td>---------</td>
<td>--------------------------------------------------</td>
<td>---------</td>
<td></td>
</tr>
<tr>
<td>I</td>
<td>BLOCK FUL/VEH BR.</td>
<td>RTE Bfld Lohn Xing Xing Xing 88th US36 Pine SBdR SBdR RTE TIME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>V</td>
<td>NUMBER OUTP TYPE</td>
<td>Gt-G Pkwy Ring Cold Loop Gt-G (Lv) Tech (Wb) Creek (Eb)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| FM 228 1 out | A 30 | --> 835 844 851b -- -- 855 859 903 905 907 | 919A |
| FM 228 2 A 30 | 935 944 951 952 -- 957 1001 1005 1007 1009 | 1019A |
| FM 228 1 A 30 | 1000 1009 -- -- 1016 -- -- -- -- -- -- | 1016A |
| FM 228 1 A 30 | 1035 1044 1051 1052 -- 1057 1101 1105 1107 1109 | 1119A |
| FM 228 2 A 30 | 1100 1109 -- -- 1116 -- -- -- -- -- -- | 1116A |
| FM 228 2 A 30 | 1135 1144 1151 1152 -- 1157 1201 1205 1207 1209 | 1219P |
| FM 228 1 P 30 | 1200 1209 -- -- 1216 -- -- -- -- -- -- | 1216P |
| FM 228 1 P 30 | 1235 1244 1251 1252 -- 1257 101 105 107 109 | 119P |
| FM 228 2 P 30 | 100 109 -- -- 116 -- -- -- -- -- -- | 116P |
| FM 228 2 P 30 | 135 144 151 152 -- 157 201 205 207 209 | 219P |
| FM 228 1 P 30 | 200 209 -- -- 216 -- -- -- -- -- -- | 216P |
| FM 228 1 P 30 | 235 244 251 252 -- 257 301 305 307 309 | 319P |
| FM 228 2 P 30 | 300 309 -- -- 316 -- -- -- -- -- -- | 316P |
| FM 228 2 P 30 | 335 344 351 352 -- 357 401 405 407 409 | 419P |
| FM 228 1 P 30 | 400 409 -- -- 416 -- -- -- -- -- -- | 416P |
| FM 228 1 P 30 | 435 444 451 452 -- 457 501 505 507 509 | 519P |
| FM 228 2 P 30 | 500 509 -- -- 516 -- -- -- -- -- -- | 516P |
| FM 228 2 P 30 | 535 544 551 552 -- 557 601 605 607 609 | 619P |
| FM 228 1 P 30 | 600 609 -- -- 616 -- -- -- -- -- -- | 616P |
| FM 228 1 P 30 | 635 644 651 652 -- 657 701 705 707c 709 ---in * |         |
| FM 228 2 P 30 | 700 709 -- -- 716 -- -- -- -- -- -- | 716P |

b: This trip will only serve the first stop within FlatIron Crossing Mall and then turns left, immediately back to West Flatiron Crossing Drive.

c: If no passengers on board at Via Apia/S Boulder Rd, ok to pull into Garage and bypass stop at Garfield/ S Boulder Rd.

At Via Appia & Pine, allow passengers to deboard farside of the intersection.
\textbf{ROUTE 228 Louisville / Broomfield}  \hspace{4cm}  \textbf{IN EFFECT Aug 14, 2016}  \hspace{4cm}  \textbf{Page 2 of 2}  \\

\textbf{SUNDAY}  \\

\textbf{*** For Bid ***}  \\

\textbf{ROUTE}  \hspace{1cm}  \textbf{IN EFFECT:}

| FM 228 | 2 outA | 30 | 820 | 822 | 824 | 829 | 833f | -- | 840 | 846 | 855b | 935A |
| FM 228 | 1 A | 30 | 919 | 921 | 923 | 928 | 932 | 939 | 940 | 946 | 955b | 1000A |
| FM 228 | 1 A | 30 | -- | -- | -- | -- | -- | -- | 1016 | 1022 | 1031b | 1035A |
| FM 228 | 2 A | 30 | 1019 | 1021 | 1023 | 1028 | 1032 | 1039 | 1040 | 1046 | 1055b | 1100A |
| FM 228 | 1 A | 30 | -- | -- | -- | -- | -- | -- | 1116 | 1122 | 1131b | 1135A |
| FM 228 | 2 A | 30 | 1119 | 1121 | 1123 | 1128 | 1132 | 1139 | 1140 | 1146 | 1155b | 1200P |
| FM 228 | 1 P | 30 | -- | -- | -- | -- | -- | -- | 1216 | 1222 | 1231b | 1235P |
| FM 228 | 2 P | 30 | 1219 | 1221 | 1223 | 1228 | 1232 | 1239 | 1240 | 1246 | 1255b | 100P |
| FM 228 | 1 P | 30 | -- | -- | -- | -- | -- | -- | 116 | 122 | 131b | 135P |
| FM 228 | 1 P | 30 | 119 | 121 | 123 | 128 | 132 | 139 | 140 | 146 | 155b | 200P |
| FM 228 | 1 P | 30 | -- | -- | -- | -- | -- | -- | 216 | 222 | 231b | 235P |
| FM 228 | 2 P | 30 | 219 | 221 | 223 | 228 | 232 | 239 | 240 | 246 | 255b | 300P |
| FM 228 | 2 P | 30 | -- | -- | -- | -- | -- | -- | 316 | 322 | 331b | 335P |
| FM 228 | 1 P | 30 | 319 | 321 | 323 | 328 | 332 | 339 | 340 | 346 | 355b | 400P |
| FM 228 | 1 P | 30 | -- | -- | -- | -- | -- | -- | 416 | 422 | 431b | 435P |
| FM 228 | 2 P | 30 | 419 | 421 | 423 | 428 | 432 | 439 | 440 | 446 | 455b | 500P |
| FM 228 | 2 P | 30 | -- | -- | -- | -- | -- | -- | 516 | 522 | 531b | 535P |
| FM 228 | 1 P | 30 | 519 | 521 | 523 | 528 | 532 | 539 | 540 | 546 | 555b | 600P |
| FM 228 | 2 P | 30 | -- | -- | -- | -- | -- | -- | 616 | 622 | 631b | 635P |
| FM 228 | 1 P | 30 | 619 | 621 | 623 | 628 | 632 | 639 | 640 | 646 | 655b | 700P |
| FM 228 | 2 P | 30 | -- | -- | -- | -- | -- | -- | 716 | 722 | 731b | 735P |

\textit{f: This trip will only serve the first stop within FlatIron Crossing Mall and then turns right, immediately back to Interlocken Blvd.}  \\

\textit{b: DH to US 36 & Broomfield Stn Gt-G (Lv)}
Local Stops

North
9th Ave
6th Ave
7th Ave
8th Ave
Eliot
West 1st
West 6th
10th Ave
Knox Ct
Kalamath
Santa Fe
West High School

Route 1W
Effective: 3 January 2016
Map Revised: 3 January 2016

Local Stops
Route 43  Martin Luther King Boulevard

Local Stops
Intersecting Routes
Light Rail Station
Commuter Rail Station

Route Serves "Y" Stops on 15th & 17th Streets

Effective: 24 April 2016
Map Revised: 24 April 2016
Route 72Ltd     Quaker St. via Ward Limited

Effective: 24 April 2016
Map Revised: 24 April 2016

Local -- Local fare applies when getting on and off within this portion.

- Express
- Commuter and Light Rail
- Exception Stop
- Intersecting Routes
- Light Rail Station
- Commuter Rail Station
- Park-n-Ride

Local -- Local fare applies when getting on and off within this portion.
Route 87Ltd  South Wadsworth Limited  

Effective: 14 August 2016  
Map Revised: 14 August 2016

Detour Routing

Local Stops - Local fare applies when getting on and off within this portion.

Express

Exception Stop

Intersecting Routes

Wadsworth & Hampden Pkwy
27 30 30Ltd 76

Hampden
Jefferson

Wadsworth

North

Local Stops - Local fare applies when getting on and off within this portion.

Intersecting Routes

Belmar Call-n-Ride

Downtown Denver

Colfax

East 13th

East 7th

East 6th

Colfax

Kalamath

Broadway

Hampton

Wadsworth & Hampden Pkwy
27 30 30Ltd 76

Hampden
Jefferson

Wadsworth

North
Route 120  120th Avenue/Brighton/Prairie Center Mall

Effective: 24 April 2016
Map Revised: 24 April 2016

Intersecting Routes

Local Stops
Selected Trips
Park-n-Ride
PART 4  FORM OF THE CONTRACT
CONTRACT AWARD and SIGNATURE PAGE
RTD Contract Number 16DH055

ISSUED BY
Regional Transportation District
1600 Blake Street
Denver, Colorado 80202 - 1399
Notices to: Robert Brown, Contract Administrator

CONTRACTOR
[Name]
[Address]
[City, State, ZIP]
Notices to: [CONTRACT REP NAME], Contract Representative

Invoices: Submit invoices as stated in Contract Section I, Statement of Contract Cost, Invoicing

Products/Services: Public Transportation Services Group 27 Fixed Route Services.

Total Contract Amount:

Type: Firm Fixed Price (FFP)

Effective Date: Date of execution by RTD

Period of Performance: Performance shall commence as of the date specified in the notice to proceed or, if no date is specified, upon Contractor’s receipt of notice to proceed, and shall continue for three (3) years.

This Contract consists of: Contract Award and Signature Page; Section I – Statement of Contract Cost; Section II - Scope of Work; Section III - Terms and Conditions, including exhibits thereto; and Section IV – Attachments. These Contract documents constitute the entire Contract between the parties.

Contractor’s Agreement

Contractor agrees to perform the services identified above and on the continuation pages for the consideration stated herein and to otherwise perform according to the terms of Contract. In executing this Contract, the Contractor warrants that it is familiar with the Statement of Work attached and that it is qualified to provide the associated level of effort required to successfully complete such tasks and that it can satisfactorily perform such tasks within the Contract Cost.

FOR [CONTRACTOR (ALL CAPS PLEASE)]

By: ________________________________
Name (print): ________________________________
Title: ________________________________
Date: ________________________________

Award

Regional Transportation District hereby accepts your offer to perform the services identified above and on the continuation pages, for the consideration stated herein, and in accordance with the terms and conditions of the Contract.

FOR THE REGIONAL TRANSPORTATION DISTRICT

By: ________________________________
David A. Genova
General Manager and CEO
Date: ________________________________

Approved as to legal form for the Regional Transportation District

By: ________________________________
Legal Counsel
FIXED PRICE CONTRACT

SECTION I STATEMENT OF CONTRACT COST
STATEMENT OF CONTRACT COST

For the satisfactory performance and completion of the Work under this Contract, RTD will pay the Contractor compensation as set forth herein. Capitalized terms shall have the meaning prescribed in the Contract, unless the context requires otherwise.

A. Term. Subject to the Termination provision, performance shall commence as of the date specified in the notice to proceed or, if no date is specified, upon Contractor’s receipt of notice to proceed, and shall continue for a period of 3 years, subject to two (2) one-year options to extend the period of performance.

B. Options and Pricing. RTD shall have the unilateral right to exercise the options negotiated with the Contractor to purchase additional equipment, supplies, or services called for by the contract, or to extend the term of the Contract. This Contract has the potential for two (2) one-year options to extend the period of performance. RTD and the Contractor have negotiated options prices in accordance with the attached pricing schedule.

C. Compensation.

1. This is a fixed-price supply/services Contract with a maximum not-to-exceed price of [$ TOTAL CONTRACT PRICE ], within which price Contractor agrees to complete the Work as per the Contract documents. Compensation for Work shall be on a fixed price per unit of supplies ordered and for installation of such equipment, if required, in accordance with the negotiated pricing schedule included herein.

2. All prices, rates and costs negotiated and charged to RTD shall be inclusive of all fees associated with the Contractor’s efforts, including but not limited to salaries, benefits, expenses, overhead, administration, profits, and outside consultant fees. No hourly charges shall exceed the hourly rates, if any, identified herein. Contractor shall not invoice separately for mileage, travel time, parking expenses or any other miscellaneous charges.

3. RTD shall not pay the Contractor for any Work performed prior to the Period of Performance. RTD shall not be required to pay any amount in excess of the Contract Cost, unless the Contractor has secured a written amendment to this Contract providing for such increase.

D. Discounts. If a prompt payment discount is negotiated, its terms will be specifically identified in this Statement of Contract Cost. For purposes of earning such discount, payment shall be deemed tendered as of the date such payment is placed in the U. S. Mail.

E. Invoicing. Prior to the start of revenue service, the Contractor shall submit monthly invoice to the Manager of Competitive Services. The amount invoiced shall be based on the start-up costs set forth in the agreed upon price proposal for start up. Invoice fuel separately. Start up invoices shall be paid within thirty (30) days after receipt of a satisfactory invoice by RTD and the satisfactory completion of the appropriate and relevant milestones by the Contractor.
1. After the start of revenue service, the Contractor shall submit monthly invoices to the Manager of Competitive Services. The amount invoiced shall be based on the monthly fixed costs, variable costs for the number of revenue hours per route, less service adjustments for service levels performed, less liquidated damages and less the amount of the previous month’s cash receipts. Invoice fuel separately. Invoices shall be paid within thirty (30) days after receipt of a satisfactory invoice by the RTD.

2. The Contractor shall maintain signed time sheets for all labor services performed under this Contract and adequate documentation to support all non-labor expenses. At the request of the Contracting Officer, written data regarding labor costs, written estimates of other costs, and information in support thereof shall be made available within a reasonable time during the Contract period and for three (3) years after final payment. The Contractor covenants and agrees that it shall require that similar records be maintained by any subcontractor(s) utilized in the performance of this Contract.

3. Contractor shall submit one original invoice and one copy signed by an authorized representative of the organization. Invoices shall cite, at a minimum: The Contract number, period covered, and hours of service provided, appropriate service adjustments, and a reduction for the previous months (indicate period) cash revenues.

4. RTD shall invoice the Contractor separately for service provided by RTD on Contractor routes as requested by the Contractor, as dictated by established procedures. The amount charged shall be invoiced at $160 per hour. This provision is included to ensure that the public is being provided with regular scheduled service.

5. RTD shall reimburse the Contractor for all revenue vehicle diesel fuel costs (less Federal fuel tax) as a pass through on a monthly basis. Contractor fuel costs shall include total diesel fuel costs for buses only as used for training and revenue service (including deadhead) for this Contract. The Contractor shall be responsible for contracting with the diesel fuel supplier; ordering, receiving and paying for diesel fuel; providing duplicate billing of diesel fuel over the term of the Contract. RTD will reimburse all fuel taxes with the exception of Federal fuel taxes.

6. Submit invoices (one original and one copy) to:
   Regional Transportation District
   Attn: Accounts Payable
   1600 Blake Street DO-M3
   Denver, CO  80202 or to
   AP_Department@RTD-Denver.com

   Also submit one copy to:
   Regional Transportation District
   Attn: Greg Smith, Manager Competitive Services
   1560 Broadway, DPB-101
7. Payment. Payment of invoices shall be made upon RTD’s determination that all Work submitted for payment has been performed and all information and documentation required under the invoice has been submitted. Payment will be made to the Contractor within 30 days after RTD approval of submitted invoices. Contractor shall pay its subcontractors for satisfactory performance of Work performed under this Contract within 15 days of receipt of payment by RTD for such Work.

   a. Payment of S/DBE’s. The previous sentence notwithstanding, the Contractor shall pay DBE/SBE Contractor invoices submitted for payment of Work within 20 days of the Contractor’s determination that all Work submitted for payment has been performed and all information and documentation required under the invoice has been submitted. The Contractor shall not unreasonable delay its approval of the invoice and shall either approve the invoice or notify the payee DBE/SBE contractor of the disputed portion of the invoice within 10 days of receipt of the invoice. The Contractor shall pay any undisputed portion of invoices within 30 days of receipt regardless of whether RTD has paid Contractor for such invoices.
SECTION II  SCOPE OF WORK/SERVICES
Included as Part 3 in the RFP
SECTION III  GENERAL TERMS AND CONDITIONS
## TERMS AND CONDITIONS

### TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARTICLE 1. DEFINITIONS</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE 2. DOCUMENTS FORMING THE CONTRACT</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE 3. CONTRACT ORDER OF PRECEDENCE</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE 4. RTD CONTRACT ADMINISTRATION</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 5. EFFECTIVE DATE, PERIOD OF PERFORMANCE</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE 6. OPTIONS</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE 7. CONSIDERATION</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE 8. TAX EXEMPTION</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE 9. INVOICING AND PAYMENT</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 10. DELIVERY, INSPECTION AND ACCEPTANCE</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 11. BRAND NAME OR EQUAL</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 12. NEW MATERIAL</td>
<td>5</td>
</tr>
<tr>
<td>ARTICLE 13. WARRANTY</td>
<td>5</td>
</tr>
<tr>
<td>ARTICLE 14. HAZARDOUS MATERIALS</td>
<td>6</td>
</tr>
<tr>
<td>ARTICLE 15. CONTRACT CLOSING PROCEDURES AND FINAL PAYMENT</td>
<td>6</td>
</tr>
<tr>
<td>ARTICLE 16. ACCESS TO RECORDS AND REPORTS</td>
<td>6</td>
</tr>
<tr>
<td>ARTICLE 17. PERFORMANCE OF WORK</td>
<td>7</td>
</tr>
<tr>
<td>ARTICLE 18. CHANGE ORDERS AND CONTRACT AMENDMENTS</td>
<td>8</td>
</tr>
<tr>
<td>ARTICLE 19. QUALITY OF WORK</td>
<td>8</td>
</tr>
<tr>
<td>ARTICLE 20. PROFESSIONAL REQUIREMENTS</td>
<td>8</td>
</tr>
<tr>
<td>ARTICLE 21. KEY PERSONNEL AND CONTRACTOR REPRESENTATIVES</td>
<td>9</td>
</tr>
<tr>
<td>ARTICLE 22. WORK OVERSIGHT BY RTD</td>
<td>9</td>
</tr>
<tr>
<td>ARTICLE 23. OWNERSHIP OF MATERIALS AND DOCUMENTS</td>
<td>10</td>
</tr>
<tr>
<td>ARTICLE 24. DUTY TO PROTECT CRITICAL INFRASTRUCTURE AND SECURITY SENSITIVE INFORMATION</td>
<td>11</td>
</tr>
<tr>
<td>ARTICLE 25. INSURANCE AND BOND REQUIREMENTS</td>
<td>14</td>
</tr>
<tr>
<td>ARTICLE 26. HOLD HARMLESS</td>
<td>15</td>
</tr>
<tr>
<td>ARTICLE 27. TERMINATION</td>
<td>15</td>
</tr>
<tr>
<td>ARTICLE 28. EXCUSABLE DELAY</td>
<td>16</td>
</tr>
<tr>
<td>ARTICLE 29. DISPUTES</td>
<td>17</td>
</tr>
<tr>
<td>ARTICLE 30. PROHIBITED INTERESTS</td>
<td>17</td>
</tr>
<tr>
<td>ARTICLE 31. CONFIDENTIALITY</td>
<td>18</td>
</tr>
<tr>
<td>ARTICLE 32. BANKRUPTCY</td>
<td>20</td>
</tr>
<tr>
<td>ARTICLE 33. NOTICES</td>
<td>20</td>
</tr>
<tr>
<td>ARTICLE 34. APPROPRIATIONS</td>
<td>20</td>
</tr>
<tr>
<td>ARTICLE 35. SMALL-BUSINESS ENTERPRISES</td>
<td>20</td>
</tr>
<tr>
<td>ARTICLE 36. PROHIBITION ON EMPLOYMENT OF ILLEGAL ALIENS</td>
<td>21</td>
</tr>
<tr>
<td>ARTICLE 37. ENERGY CONSERVATION</td>
<td>22</td>
</tr>
<tr>
<td>ARTICLE 38. CLEAN WATER</td>
<td>22</td>
</tr>
<tr>
<td>ARTICLE 39. CLEAN AIR</td>
<td>22</td>
</tr>
<tr>
<td>ARTICLE 40. CIVIL RIGHTS</td>
<td>23</td>
</tr>
</tbody>
</table>
ARTICLE 41. INDEPENDENT CONTRACTOR ................................................... 24
ARTICLE 42. SUCCESSORS AND ASSIGNS .............................................. 24
ARTICLE 43. REASONABLENESS OF CONSENT OR APPROVAL ................. 25
ARTICLE 44. NO THIRD PARTY BENEFICIARIES ..................................... 25
ARTICLE 45. EXTENT OF AGREEMENT ................................................... 25
ARTICLE 46. COUNTERPARTS ............................................................... 25
ARTICLE 47. INTERPRETATION OF CONTRACT ....................................... 25
ARTICLE 48. SEVERABILITY ............................................................... 25
ARTICLE 49. AUTHORITY ................................................................. 26
ARTICLE 50. JURISDICTION AND VENUE ............................................. 26
ARTICLE 51. WAIVER ................................................................. 26
ARTICLE 52. CRIMINAL BACKGROUND CHECKS AND ACCESS BADGES .... 26

EXHIBITS TO TERMS AND CONDITIONS

Exhibit 1 Key Personnel
Exhibit 2 Insurance/Bonding Requirements
Exhibit 3 Special Provisions/Alterations
ARTICLE 1. DEFINITIONS

Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them. The following definitions shall apply throughout the Contract:

**Contract.** This agreement, specifically consisting of the documents described in “Documents Forming the Contract” and any amendments thereto.

**Contractor.** The individual, firm, company, corporation, partnership, or association entering into this Contract with RTD. The Contractor shall be identified on the Contract Award and Signature Page. Wherever used in this Contract, the term “Contractor” shall also refer to the Contractor’s employees, agents, subcontractors, and any designated representative, whose authority to act on the Contractor’s behalf shall be delegated in writing.

**RTD.** The Regional Transportation District, a political subdivision of the State of Colorado. Whenever used in this Contract, the terms "Regional Transportation District" or "RTD" shall include RTD’s General Manager, subject to limitations of authority established by RTD’s Board of Directors, and, if so designated, the Contract Administrator or Project Manager.

**Work.** The work and services to be performed by the Contractor for RTD’s benefit pursuant to this Contract as detailed in the Statement of Work and other Contract documents, including all administrative, design, documentation, engineering, equipment, installation, labor, legal, management, manufacturing, materials, supervision, testing, verification, and any other duties and services, professional or otherwise, to be furnished and provided by the Contractor as required by the Contract, including all efforts necessary or appropriate to achieve final acceptance of the Work contemplated by the Contract.

ARTICLE 2. DOCUMENTS FORMING THE CONTRACT

This Contract consists of the following documents, and any amendments:

- Contract Award and Signature Page;
- Section I, Statement of Contract Cost;
- Section II, Statement of Work;
- Section III, Terms and Conditions, including Exhibits; and
- Section IV, Attachments.

ARTICLE 3. CONTRACT ORDER OF PRECEDENCE

In the event of inconsistency between any provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following descending order:

1. Amendments to the Contract, if any;
2. Special Provisions/Alterations, if any;
3. Contract Award and Signature Page;
4. Terms and Conditions, including Exhibits thereto;
5. Statement of Work and/or Specifications;
6. Statement of Contract Cost; and
7. Attachments.

Unless expressly agreed by RTD in the form of a Special Provision/Alteration, prescribed by Exhibit 3, or Contract amendment, any agreement, license, provision, or other document not listed above but made a part of this Contract shall be deemed an Attachment for purposes of determining Contract order of precedence.

**ARTICLE 4. RTD CONTRACT ADMINISTRATION**

**A. General Manager.** RTD’s General Manager shall be identified by name on the Contract Award and Signature Page. The General Manager shall have the sole authority, subject to monetary limitations established by the Board of Directors, to enter into, amend or terminate this Contract, and these duties may not be delegated except by written instrument authorized by the General Manager or RTD’s Board of Directors.

**B. Letter of Delegation.** RTD’s General Manager may designate person(s) to act in his or her behalf in the general administration of this Contract. The General Manager’s delegation of duties must be made in writing (“Letter of Delegation”) with a copy delivered to the Contractor. Any General Manager Letter of Delegation shall include the extent of delegation of authority and any limitations on such authority. The General Manager may issue one or more Letters of Delegation and may at any time issue a new Letter of Delegation replacing the person(s) previously named.

**C. Contract Administrator.** The General Manager may designate a Contract Administrator, who shall be identified in a Letter of Delegation and on the Contract Award and Signature Page, to assist in the general administration of this Contract. Any such Letter of Delegation shall describe the extent of the Contract Administrator’s duties, but unless further express delegation from the General Manager is provided, the Contract Administrator does not have the authority to enter into, amend or terminate this Contract.

**D. Project Manager.** The General Manager may designate a Project Manager, who shall be identified in a Letter of Delegation, to administer the Work. Any such Letter of Delegation shall describe the extent of the Project Manager’s duties, but unless further express delegation from the General Manager is provided, the Project Manager does not have the authority to enter into, amend or terminate this Contract.
ARTICLE 5. EFFECTIVE DATE, PERIOD OF PERFORMANCE

A. Effective Date. The Effective Date of this Contract is the date of RTD’s signature on the Contract Award and Signature Page or the date on which the period of performance commences, whichever is earlier. The Contract shall be effective until Contract closing. This Contract shall be considered closed after all Work has been accepted by RTD, RTD has received all necessary Closing Documents, and the Contractor has received final payment; provided, however, that certain terms and conditions shall, by their nature, survive closing of this Contract.

B. Period of Performance. Subject to the Termination provision, performance shall commence as of the date specified in the notice to proceed or, if no date is specified, upon Contractor’s receipt of notice to proceed. The term of the Contract is specified on the Statement of Contract Cost.

ARTICLE 6. OPTIONS

RTD shall have the unilateral right to exercise options in accordance with the option terms, if any, prescribed by the Contract. Notice of RTD’s intention to exercise any option will be given to the Contractor at least sixty (60) days prior to the expiration of the Contract, as amended, but RTD’s exercise of options shall not be binding upon RTD until the Contract is amended to reflect the exercised option. The Contractor’s receipt of RTD notice of intention to exercise one or more options does not commit RTD to exercise any subsequent option. RTD may exercise multiple options in one amendment, but the total options exercised shall not exceed the total number of option provisions authorized by this Contract, as amended.

ARTICLE 7. CONSIDERATION

A. In consideration of the Contractor’s satisfactory performance of the Work in full compliance with the Contract, RTD shall pay the Contractor in accordance with the Statement of Contract Cost.

B. RTD shall not pay the Contractor for any Work performed prior to the Period of Performance.

C. RTD shall not be required to pay any amount in excess of the Contract Cost, unless the Contractor has secured a written amendment to this Contract providing for such increase.

ARTICLE 8. TAX EXEMPTION

RTD is a political subdivision of the State of Colorado and is exempt from Federal Excise Tax under 26 U.S.C.A. § 4221-4222 (2002). RTD is exempt from Colorado State sales and state-collected sales taxes (Colorado State: 98-00688). RTD is also exempt from any local sales and use tax levied by a home rule city that specifically exempts political subdivisions from payment of such sales and use taxes.
ARTICLE 9. INVOICING AND PAYMENT

Invoicing and payment procedures are detailed in the Statement of Contract Cost.

ARTICLE 10. DELIVERY, INSPECTION AND ACCEPTANCE

A. Delivery of any supplies required by this Contract shall be FOB destination, unless otherwise specified in the Statement of Work. Inspection and acceptance by RTD will be at shipping destination, unless otherwise provided. Risk of loss shall remain with Contractor until tender of delivery, installation, if applicable, and acceptance of supplies by RTD. Where RTD rightfully rejects or revokes acceptance of supplies, the risk of loss shall be deemed to have remained continuously with Contractor from the beginning. When supplies are delivered, certificates or releases signed by representatives of RTD are understood to be a simple acknowledgement of receipt of supplies and do not constitute acceptance by RTD of the condition of the materials in whole or in part. RTD reserves the right to return supplies delivered in advance of any prescribed delivery schedule.

B. If the supplies delivered by Contractor pursuant to this Contract fail to conform to the requirements of the Contract, RTD shall have the right to reject such supplies. Supplies that have been delivered and rejected may be returned to Contractor for replacement, correction, reimbursement, or credit as RTD may direct; any rejected supplies are at Contractor’s risk and expense. Packaging and handling expenses incidental thereto and applicable transportation cost shall be payable by Contractor. Upon non-acceptance, repudiation or rejection of any supplies, RTD shall not be liable for any profit Contractor would have made, nor for incidental damages. If, after notice of rejection, Contractor fails to promptly replace or correct such rejected items, such items may be replaced or corrected by RTD at the expense of Contractor.

C. No variation in the quantity of any item called for by the Contract will be accepted unless such variation has been caused by conditions of loading, shipping, packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in the Contract. Variations in quantity not meeting these criteria may render the tender of delivery nonconforming.

ARTICLE 11. BRAND NAME OR EQUAL

If an item in the Contract is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy RTD’s needs. The salient physical, functional, or performance characteristics that "approved equal" products must meet are specified in the Contract. Unless RTD has clearly indicated in writing that an "equal" product has been approved, and is identified by brand name, if any, and make or model number, the Contractor shall provide the brand name product referenced in the Contract.
ARTICLE 12. NEW MATERIAL

Unless this Contract specifies otherwise, the Contractor represents that the supplies and components, including any former RTD property identified, are new, including recycled (not used or reconditioned) and are not of such age or so deteriorated as to impair their usefulness or safety. If the Contractor believes that furnishing used or reconditioned supplies or components will be in the RTD’s interest, the Contractor shall so notify the Contracting Officer in writing. The Contractor’s notice shall include the reasons for the request along with a proposal for any cost-savings to RTD if RTD authorizes the use of used or reconditioned supplies or components.

ARTICLE 13. WARRANTY

A. Contractor expressly warrants that all supplies and services covered by this Contract shall conform to the specifications, drawings, samples or other description upon which this Contract is based; conform to commercially reasonable standards; are fit and sufficient for the purposes intended; merchantable; are of good material and workmanship and free from defects; and are free of any claim of any third party. Inspection and acceptance or use of the supplies or services furnished hereunder shall not affect the Contractor’s obligation under these warranties, and such warranties shall survive inspection and acceptance and use. Any inspection, acceptance or payment for supplies and services by RTD shall not constitute a waiver by RTD of any warranties. These warranties shall run to RTD, its successors, and assigns.

B. Contractor represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the Work or the furnishing of the labor, services, supplies, material or equipment as specified in the Scope of Work. All personnel assigned by the Contractor to perform services to be furnished hereunder shall be capable, skilled, qualified and competent to perform such services. RTD may require Contractor to remove from RTD property any employee, agent, or representative of Contractor or any of its subcontractors that RTD deems incompetent, careless, or negligent. Contractor further represents and warrants that the prices negotiated for this Contract are a complete and correct statement of Contractor’s prices for furnishing the supplies and services required by this Contract and are not less favorable than those currently extended to any other customer for the same or like supplies or services in equal or smaller amounts.

C. If the Contractor is required to correct or re-perform defective or nonconforming services, it shall be at no cost to the RTD, and any services corrected or re-performed by the Contractor shall be subject to this article to the same extent as Work initially performed. If the Contractor fails or refuses to correct or re-perform, RTD may, by contract or otherwise, have an alternative contractor correct or re-perform the defective or nonconforming services and shall charge to the Contractor the cost occasioned to the RTD thereby, or make an equitable adjustment in the Contract price. If defective or nonconforming services are not required by RTD to
be corrected or re-performed, RTD shall nevertheless make an equitable adjustment in the Contract price.

D. The surety for the faithful performance bond, if any, required by this Contract is liable on its bond for all obligations of the Contractor, including warranty provisions.

ARTICLE 14. HAZARDOUS MATERIALS

If supplies purchased hereunder contain hazardous materials or are themselves hazardous, Contractor represents and warrants that Contractor understands the nature of any hazards associated with the manufacture, handling and transportation of such hazardous materials. Contractors are required to provide a Manufacturer’s Safety Data Sheet on all hazardous materials supplied.

ARTICLE 15. CONTRACT CLOSING PROCEDURES AND FINAL PAYMENT

A. Contract Closing Procedures. Upon Contractor’s satisfactory performance of the Work in full compliance with this Contract, or upon termination of this Contract, whether for convenience or default, RTD shall provide the Contractor with the following Closing Documents: the Contractor’s Release; the Contractor’s Assignment of Refunds, Rebates, Credit and Other Awards; and the Contractor’s Closing Statement.

B. Final Payment. Prior to final payment under the Contract, and as a condition precedent thereto, the Contractor shall execute and deliver all Closing Documents to RTD. Upon final payment, this Contract shall be considered closed; provided, however that certain provisions of this Contract shall, by their nature, survive termination.

ARTICLE 16. ACCESS TO RECORDS AND REPORTS

A. For a period of three years following Contract closing, the Contractor shall maintain, preserve and make available to RTD and any of its authorized representatives access at all reasonable times to any books, documents, papers and records of Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions.

B. The Contractor shall maintain and RTD shall have the right to examine and audit all records and other evidence sufficient to reflect properly all prices, costs, or rates negotiated and invoiced in performance of this Contract. This right of examination shall include inspection at all reasonable times of the Contractor’s offices engaged in performing the Contract.

C. If this Contract is completely or partially terminated, the Contractor shall make available the records relating to the Work terminated until 3 years after any resulting final termination settlement. The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this Contract until such appeals, litigation, or claims are finally resolved.
D. “Access to Records and Reports” applies with equal force and effect to any subcontractors hired by the Contractor to perform Work under this Contract. The Contractor shall insert this provision in all subcontracts under this Contract and require subcontractor compliance therewith.

**ARTICLE 17. PERFORMANCE OF WORK**

A. **Scope of Work.** The Contractor shall provide RTD with the Work set forth in Section II, Statement of Work, as may be amended by change order of amendment.

B. **Notice to Proceed.** The Contractor shall not commence performance of Work nor incur any costs for which Contractor intends to seek reimbursement until RTD has issued to the Contractor a written notice to proceed.

C. **Work Orders.** If RTD specifies in writing that this Contract is a work-order Contract, the Contractor shall not perform any Work except pursuant to a valid, fully executed work order, which shall be in a form prescribed by RTD. Each such work order shall be subject to the terms and conditions of this Contract. Any work order issued must contain a detailed summary of the Work to be performed, the projected cost for such Work, cost breakdown, completion date, an agreed-upon delivery schedule, and any other relevant information. To be valid, a work order must be signed by RTD and the Contractor; however, RTD and the Contractor shall not execute any work order if the cost authorized by the work order, when added to the cost of all previously executed work orders, will result in expenditures in excess of the total consideration set forth on the Statement of Contract Cost, as may be amended by contract amendment.

D. **Costs Incurred by Contractor.** The Contractor shall immediately notify RTD whenever it appears that costs necessary to perform the Work required will exceed the amount authorized by the Statement of Contract Cost. If the Work is performed pursuant to work order, the Contractor shall notify RTD whenever it appears that costs necessary to perform Work under any work order will exceed the amount authorized by the work order. The Contractor shall not incur any costs in excess of authorized amounts without written authorization from RTD. If RTD authorization is not forthcoming, the Contractor shall not be obligated to continue performance of the Work beyond the authorized amount. Nothing contained herein shall allow the Contractor to exceed the total consideration set forth on the Statement of Contract Cost, as amended.

E. **Time of Performance.**

1. The Contractor shall complete the phases of Work in accordance with the agreed-upon work schedule included in the Statement of Work or work orders, if any. The work schedule shall include allowances for time required for RTD review and approval and for approvals of jurisdictional authorities. The Contractor shall not exceed the agreed-upon work schedule, except for reasonable cause and immediate notice to RTD of delay or potential delay.

2. If the Contractor exceeds the work schedule or fails to timely submit required deliverable items as set forth on the work schedule, RTD shall have
the right to withhold payment, assess reasonable damages caused by the late submittal, and/or terminate this Contract in accordance its Termination provision.

3. The Contractor shall immediately inform RTD of any delay in the Work that threatens to extend any deadline or timeframe set forth in the work orders or work schedule.

ARTICLE 18. CHANGE ORDERS AND CONTRACT AMENDMENTS

A. Change Orders. RTD may at any time, by written order, and without notice to sureties, if any, make changes within the general scope of this Contract to the description of services to be performed; the time allowed for performance; or the place of performance.

B. Contract Amendments. Any change, including a change described in the preceding paragraph, that causes an increase or decrease in the Statement of Contract Cost; increases the time allowed for performance of any part of the Work under this Contract by greater than 30 days; or otherwise materially affects any terms or condition of this Contract shall not be effective unless made by written instrument signed by RTD’s General Manager and the Contractor.

ARTICLE 19. QUALITY OF WORK

A. The Contractor shall perform the Work in accordance with all applicable federal, state and local laws, rules, regulations, and ordinances as well as with the prevailing standard of practice normally exercised in the performance of work of a similar nature in Colorado and shall bear all costs of such compliance. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all services and deliverables furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in deliverable items under this Contract.

B. Neither RTD’s review, approval, or acceptance of, nor payment for, the services required under this Contract shall operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to RTD in accordance with applicable law for all damages to RTD caused by the Contractor’s negligent performance of any of the services furnished under this Contract.

C. The rights and remedies of RTD provided for under this Contract are in addition to any other rights and remedies provided by law.

D. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 20. PROFESSIONAL REQUIREMENTS

A. Certification, Registration, and Licensing. The Contractor and all persons performing Work under this Contract on behalf of the Contractor shall be certified,
registered or licensed as may be required by applicable state and federal laws governing the particular field of services required or as may otherwise be required by the Contract.

B. Professional Associations. The Contractor may, with the prior written consent of RTD, join with it in the performance of this Contract any other duly licensed or registered Contractors with whom it may in good faith enter into an association. In the event there is a dissolution of a professional association, other than by death of a member, RTD shall designate which former member shall continue with the Work and may make all payments thereafter falling due in connection with the Work directly to the person or persons so designated and without being required to look to the application of payments as among former members. In the event of the death of one member of an association, the surviving member or members of the association, as an association, shall succeed to the rights and obligations of the original association hereunder.

ARTICLE 21. KEY PERSONNEL AND CONTRACTOR REPRESENTATIVES

A. Key Personnel. The personnel listed on Exhibit 1 are considered to be essential to the Work required under this Contract. Prior to removing any key personnel from Contract Work, the Contractor shall notify RTD within 14 days of such proposed removal and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the Contract. No substitution of key personnel shall be made by the Contractor without the written consent of RTD by Contract Amendment.

B. The Contractor Representative(s). The Contractor may designate one or more representatives to administer this Contract and to have overall direction and control over the Work to be performed by the Contractor. Any representative(s) so designated under this provision shall personally supervise and control the Work to be performed in this Contract. The Contractor shall notify RTD of the names and contact information of any designated Contractor representatives.

ARTICLE 22. WORK OVERSIGHT BY RTD

A. RTD shall have the right to review at all reasonable times any Work prepared by the Contractor. The extent and character of the work to be done by the Contractor shall be subject to the general oversight, supervision, direction, control, and approval of RTD.

B. Upon substantial completion of the Work, the Contractor shall submit the Work for RTD’s review and RTD shall notify the Contractor of its acceptance or rejection. If approved, RTD shall provide to the Contractor written approval for any or all portions of the Work. RTD shall have the right to reject any Work that is not consistent and compatible with the Statement of Work. If RTD rejects any Work, RTD shall promptly notify the Contractor in writing of the grounds for rejection and offer suggestions for correcting the problem. RTD shall re-review and comment on the revised Work within a reasonable period of time.
C. Any approval, review, inspection, direction or instruction by RTD, or any party on behalf of RTD, in respect to the Work relates only to the results RTD desires to obtain and shall in no way affect the Contractor’s independent contractor status or obligation to perform in accordance with this Contract.

ARTICLE 23. OWNERSHIP OF MATERIALS AND DOCUMENTS

A. RTD-Furnished Materials.

1. RTD shall make available to the Contractor, to the extent permitted by law, all materials and information collected, compiled, or developed by RTD staff, consultants, planning organization, or municipalities necessary to perform under this Contract. All such material furnished to the Contractor shall be used by it only in connection with the performance of this Contract and title thereto shall at all times remain in RTD. Upon termination or completion of this Contract, all such material shall be returned promptly to RTD. Nothing in this Article shall be construed to confer upon RTD any patent, copyright, license or other right to use any materials or information not owned by RTD, unless such right is evidenced by express agreement or by operation of law.

2. The Contractor shall indemnify and save and hold harmless RTD, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any materials furnished by RTD under this Contract.

B. Subject Data Created or Supplied by the Contractor or Consultants.

1. The term "Subject Data" used in this Article means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. “Subject Data” includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. “Subject Data” does not include financial reports, cost analyses, and similar information incidental to Contract administration.

2. All deliverables required under this Contract, including those in electronic form, prepared by the Contractor and the Contractor’s consultants are Subject Data for use solely with respect to the Work required herein. To the extent permitted by law, RTD shall be deemed the owners of all Subject Data created under this Contract.
3. If a court of competent jurisdiction finds the Contractor to be the owner of any Subject Data created under this Contract, RTD shall automatically be granted a perpetual nonexclusive, royalty-free, and irrevocable license to reproduce and use, and permit others to reproduce and use solely for RTD’s internal use, all Subject Data created under this Contract solely for the purposes of performing the Work or for future alterations, or additions to the Work. The Contractor shall obtain similar nonexclusive licenses from the Contractor’s consultants consistent with this Contract. If, and upon the date the Contractor is adjudged in default of this Contract, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting RTD to authorize other similarly credentialed professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Subject Data solely for purposes of completing, using and maintaining the Work, or for future alterations, or additions to the Work.

4. Any unilateral use by RTD of the Subject Data for completing, using, maintaining, adding to or altering the Work shall be at RTD’s sole risk and without liability to the Contractor and the Contractor’s consultants; provided, however, that if RTD’s unilateral use occurs for completing, using or maintaining the Work as a result of the Contractor’s breach of this Contract, nothing in this Article shall be deemed to relieve the Contractor of liability for its own acts or omissions or breach of this Contract.

ARTICLE 24. DUTY TO PROTECT CRITICAL INFRASTRUCTURE AND SECURITY SENSITIVE INFORMATION

A. For the purposes of this Contract, the following terms have the meanings prescribed herein:

1. Critical Infrastructure (“CI”) shall mean those systems and assets, whether physical or virtual, so vital to RTD that the incapacity or destruction of such systems and assets would have a debilitating impact on RTD’s security, economic security, the public health or safety, or any combination of those matters.

2. Critical Infrastructure Information (“CII”) shall mean information, whether physical or virtual, not customarily in the public domain and related to the security of critical infrastructure or protected systems. CII consists of records and information regarding the design, construction, fabrication, maintenance, testing, or operation of CI, whether or not prepared by the Contractor. CII shall also include all information specified in Chapter I, Department of Homeland Security (“DHS”), Title 6 C.F.R 29.2 if provided by RTD to the Contractor.

3. Sensitive Security Information (“SSI”) is information that is obtained or developed in the conduct of security activities, including research and development. Documents containing SSI are exempt from disclosure under Chapter XII Transportation Security Administration (“TSA”), DHS, Title 49
C.F.R. Parts 15 and 1520. SSI shall have the meaning set forth 49 C.F.R. 1520.5 and shall include, but not be limited to:

a. Security screening information, including descriptions of a test object or test procedure for any device for the detection of any weapon, explosive incendiary or destructive device or substance; security training materials; identification of security personnel;

b. Systems security information, including communications equipment such as computer systems, telephone systems, Automatic Vehicle Locator systems and programs integral to light rail switch and bus dispatch centers;

c. Security programs and contingency plans;

d. Security directives issued by TSA;

e. Security inspection or investigative information;

f. Threat information;

g. Security measures; and

h. Information circulars; performance specifications; vulnerability assessments.

4. “Authorized Persons” shall include only those persons with a “need to know,” as defined in 49 CFR parts 15 and 1520, and who are authorized by virtue of their necessity to perform as required by the Contract.

B. Pursuant to the Contractor’s Work for RTD under the Contract, the Contractor is receiving various documents or other records that may contain CII and/or SSI. The Contractor may plan, design, build and/or implement CI for RTD, and any information, whether physical or virtual, created during the development of CI contains either CII or SSI or both.

C. The Contractor, by accepting this Contract with RTD, agrees that it is responsible for the safe-keeping and non-disclosure of all documents containing CII and/or SSI. The Contractor must sign, and must require all subcontractors performing under this Contract to sign, a Confidentiality and Non-Disclosure Certification.

D. The Contractor understands the following with respect to any documents, or information therein, that are provided by RTD, or which come into the Contractor’s possession pursuant to the Contractor’s Work for RTD:

1. Documents containing SSI:

   a. Shall bear a protective marking limiting distribution of these documents, which marking shall not be removed or altered in any way;

   b. Shall be controlled, handled, transmitted, distributed, and disposed of in accordance with 49 CFR 1520.9; and
c. Shall not be released to the public or other personnel who do not have a valid “need to know” without prior approval in writing by TSA or the Secretary of DOT.

2. Documents containing CI and/or CII:
   a. These documents are considered by RTD to contain information that is vital to the security and safe operation of RTD, whether or not these documents are otherwise classified by any other entity or law as containing such information.
   b. The use of the terms CI and CII by RTD does not imply and shall not be construed to compel or imply RTD’s participation in any state or federal security reporting program.

E. The Contractor agrees to the following with respect to any documents containing SSI or CII that are provided by RTD, or which come into the Contractor’s possession pursuant to the Contractor’s Work for RTD:

1. The Contractor shall not photocopy or transmit electronically any documents containing SSI and/or CII unless strictly necessary for the performance of the contract under which the documents were initially distributed to the Contractor.

2. The Contractor will safeguard these documents and the information therein, to prevent inadvertent disclosure of them by keeping the documents, when not in use, in a secure container, such as a locked desk, file cabinet, or locked room.

3. The Contractor shall release these documents or the information therein to Authorized Persons only, such as a party, company, person, organization or entity that expressly serves the Contractor’s obligations to RTD under its Contract with RTD, as determined by the Contractor’s employee(s) with appropriate supervisory and decision-making authority.

4. The Contractor shall not release these documents or the information therein pursuant to any external request, whether purported to be under the Colorado Open Records Act or the Freedom of Information Act, without notifying RTD and providing the opportunity to protect these documents from disclosure. The Contractor shall notify RTD if a request is made for any documents containing CII and/or SSI if the request is made by anyone not an Authorized Person.

5. The Contractor shall notify RTD as soon as possible, and in no event later than 24 hours, after discovery that either SSI or CII has been disclosed to unauthorized persons. Unauthorized breach of the Contractor’s security safeguards, whether physical or virtual, that may have allowed unauthorized persons to access CII or SSI shall be deemed a disclosure. The Contractor shall notify local police as well as RTD in the event that any documents containing SSI have been disclosed in the course of theft.

6. RTD may request that the Contractor take measures to recover information, investigate thoroughly the extent of the breach and potential distribution of
SSI and CII. If the breach was due to the fault of the Contractor, the Contractor shall indemnify RTD for all costs resulting from the breach; RTD may pursue additional legal remedies, as well.

7. The Contractor shall return, or destroy, CII and/or SSI documents following the completion of the Contract. Specifically, upon completion of the Contract and issuance of final payment to the Contractor, the Contractor may be directed by RTD to return to RTD, or to destroy, all or part of the CII or SSI in the possession of the Contractor.

8. If the Contractor is authorized to retain all or any portion of CII or SSI received in the course of the contract, whether for ongoing warranty or other work, the Contractor’s duty to protect the information pursuant to this Article shall remain in full force and effect.

9. The Contractor’s duty to protect CII and SSI extends to all Authorized Persons to whom such information has been disseminated by the Contractor in assembling the bid or proposal for this Contract. The Contractor is solely responsible for access to, handling and recollection of such information or materials. If CII or SSI is ordered returned or destroyed, the Contractor shall ensure that no physical or virtual copies remain in the Contractor’s possession, or in the possession of any of its Authorized Persons.

F. Where the Contractor prepares, develops, designs, builds or implements CI or SSI for RTD, any resulting documents created by the Contractor containing CII and/or SSI, shall be safeguarded in the storage, transmission or retention by marking all such information, whether physical or virtual, with a statement that:

1. The information contains SSI and/or CII; and

2. The SSI and/or CII may be disclosed only to Authorized Persons and only for purposes of the performance of this Contract, making specific reference to the contract number.

G. The Contractor agrees that disclosure of CII or SSI to any unauthorized person, whether authorized by the Contractor or by theft or negligence, may be considered a breach of the contract. The Contractor further agrees that RTD may seek appropriate legal remedies for any violation of this Article.

H. This Article, and all of the duties and obligations created by it, shall survive completion or termination of the contract for so long as the Contractor retains any RTD documents containing SSI and/or CII.

ARTICLE 25. INSURANCE AND BOND REQUIREMENTS

The Contractor shall maintain in full force and effect adequate insurance, in the amounts and coverages defined on Exhibit 2, attached hereto and incorporated herewith. The Contractor shall maintain any bonds required by applicable state or federal law regulating the particular field or profession. Bonds specifically required by RTD under this Contract are set forth on Exhibit 2.
ARTICLE 26. HOLD HARMLESS

A. The Contractor shall indemnify, defend, and hold harmless RTD, its employees, and agents against any and all claims, damages, liability and court awards including costs, expenses and reasonable attorneys’ fees, to the extent such claims are caused by any act or omission of, or breach of contract by the Contractor, its employees, agents, subcontractors or assignees pursuant to the terms of this contract, but not to the extent such claims are caused by any act or omission of, or breach of contract by RTD, its employees, agents, other contractors or assignees, or other parties not under the control of or responsible to the Contractor.

B. The Contractor shall give RTD immediate notice of any suit or action filed or prompt notice of any claim made against the Contractor arising out of the performance of this Contract. The Contractor shall immediately furnish to RTD copies of all pertinent papers received by the Contractor. If the amount of the liability claimed exceeds the amount of insurance coverage, the Contractor shall authorize representatives of RTD to collaborate with counsel for the insurance carrier, if any, in settling or defending such claim.

ARTICLE 27. TERMINATION

A. For Convenience. RTD may, by giving at least 14 days’ written notice to the Contractor, terminate this Contract, or suspend performance hereunder, in whole or in part and at any time for RTD’s convenience. The Contractor shall be compensated solely for Work satisfactorily performed prior to the effective date and time of termination or suspension. The Contractor shall have no right to recover lost profits on the balance of the Work, or any other measure of damages.

B. For Default. RTD may declare default in the Contractor’s performance of any term of this Contract by giving seven days’ written notice to the Contractor specifying with particularity the basis for such default. The Contractor shall deliver a response in writing to RTD within five days of Contractor’s receipt of RTD’s default notice setting forth a reasonable proposal to cure or to prevent repetition of the default. If the Contractor fails to timely respond to the notice of default, fails to cure the default, or if the default occurs again on any Work performed (or which should have been performed) during the remainder of the Contract term (including options), RTD shall have the right to terminate this Contract for default by written notice. RTD is not required to provide subsequent written notices of default for recurring instances of default already brought to the attention of the Contractor in a written notice. In the event of such termination for default, the Contractor shall be compensated solely for Work satisfactorily performed prior to the effective date and time of termination. RTD may proceed with the Work by contract or otherwise and the additional cost to RTD of completing the Work shall be deducted from any sum due the Contractor. If after termination for default it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for RTD’s convenience. The foregoing shall be in addition to any other legal or equitable remedies available to RTD.
C. Suspension of Work. RTD may suspend the performance of the Contractor by giving the Contractor seven days’ written notice. Upon Contractor’s receipt of notice of suspension of Work, the Contractor shall perform no further Work and RTD will not be required to reimburse the Contractor for any costs incurred subsequent to Contractor’s receipt of notice of suspension and prior to notice to resume Work, if any. Suspension of Work may be in whole or in part, as specified by RTD. The Contractor shall continue to submit invoices for Work performed. If after six months of suspension, RTD has not given the Contractor notice to resume Work, the Contractor is entitled to request in writing that RTD either (1) amend the Statement of Contract Cost or (2) terminate the Contract pursuant to “Termination for Convenience.” If suspension for more than six months is not due in any part to the fault of the Contractor, RTD shall be required to amend or terminate the Contract. No amendment to the Statement of Contract Cost shall be made under this Article if suspension, delay, or interruption is due to the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.

ARTICLE 28. EXCUSABLE DELAY

A. The Contractor shall not be in default by reason of any failure in performance of this Contract in accordance with its terms (including any failure by the Contractor to make progress in the execution of the Work hereunder which endangers such performance) if such failure arises out of unforeseeable causes beyond the control and without the fault or negligence of the Contractor; provided, that the Contractor shall within five days of any such failure, potential delay, or default, notify RTD in writing of the causes of the failure, potential delay, or default and the facts relating thereto. Such causes may include, but are not restricted to, acts of God or of the Public Enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor and RTD must have been notified by the Contractor immediately upon its learning of the potential delay.

B. If failure to perform is caused by the failure of a subcontractor to perform or make progress, and if such failure arises out of unforeseeable causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be deemed to be in default, unless:

1. The supplies or services to be furnished by the subcontractor were obtainable from other sources at a price acceptable to RTD;

2. RTD has ordered the Contractor in writing to procure such supplies or services from such other sources; and

3. The Contractor fails to comply with such order.

C. Upon request of the Contractor, RTD shall ascertain the facts and extent of a failure to perform. If RTD determines that any failure to perform is excusable under
this Article, RTD may revise the schedule of work and completion therefor, subject to RTD’s rights under the Article herein entitled “Termination.”

ARTICLE 29. DISPUTES

A. Except as otherwise provided in this Contract, any dispute arising hereunder concerning a question of fact that is not disposed of by agreement shall be decided by RTD’s General Manager, or his or her delegate. Contractor will be notified of the decision in writing. To the extent allowable by law, any such decision shall be final, conclusive, and not subject to judicial review unless shown to be fraudulent, capricious, arbitrary, or so grossly erroneous as to imply bad faith.

B. This Article does not preclude judicial consideration of questions of law. Nothing in this Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

C. All costs, expenses and attorney fees incurred by the Contractor in connection with any appeal, suit or claim regarding a dispute that is brought by the Contractor shall be paid by the Contractor.

D. The duties, obligations, rights, and remedies provided by the Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

E. Unless otherwise directed by RTD, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

ARTICLE 30. PROHIBITED INTERESTS

A. The Contractor’s Interest

1. The Contractor shall not knowingly perform any act that would conflict in any manner or degree with the performance of Work under this Contract. The Contractor shall not knowingly employ any person when such employment would cause such a conflict.

2. Wherever the Contractor prepares or assists RTD in the preparation of a statement of work, work program, or system specifications to be used in a competitive procurement by RTD, the Contractor will be ineligible to supply same in connection with such procurement. The Contractor may otherwise compete for RTD business on an equal basis with other parties.

3. These restrictions shall apply until the completion of the Work.

B. Officials and Employees Not To Benefit

1. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Contract, or to any benefit arising from it.

2. No employee of RTD or any member of its governing body shall have any personal or financial interest, direct or indirect, in this Contract or any contract executed subsequently in connection herewith during his or her
tenure or for one year thereafter. No director, officer, employee, or agent of
the Regional Transportation District shall be interested in any contract or
transaction with the District except in his or her official representative
capacity.

C. **Gratuities**
   
   1. This Contract and any other RTD contract with the Contractor may be
terminated by written notice if RTD determines that the Contractor, its
agent, or another representative:
      
a. Offered or gave a gratuity to a director or employee of RTD; and,
      
b. Intended, by the gratuity, to obtain a contract or favorable treatment
under a contract.

D. **Termination; Remedies.** If this Contract is terminated due to breach of this
   Article, RTD is entitled to pursue the same remedies as in a “Termination for
   Default”. The rights and remedies of RTD provided in this Article shall not be
   exclusive and are in addition to any other rights and remedies provided by law or
   under this Contract. RTD shall not, however, be required to provide the Contractor
   with opportunity to cure required by “Termination for Default.”

**ARTICLE 31. CONFIDENTIALITY**

A. In this Article 31, **Information** means all information relating to RTD that is
   supplied by or on behalf of RTD (whether before or after the date of this Contract),
either in writing, orally or in any other form, directly or indirectly from or pursuant
to discussions with the Contractor (which for purposes of this provision shall be
deemed to include the Contractor’s employees and any subcontractors engaged
under this Contract) or which is obtained through observations made by the
Contractor and such term includes all Work products, deliverables, analyses,
compilations, studies and other documents whether prepared by or on behalf of
RTD which contain or otherwise reflect or are derived from such information.

B. The Contractor shall maintain the confidentiality of any Information, except that
   Information may be disclosed or provided by the Contractor or its subcontractors:
      
   1. to directors, officers, employees, consultants and agents of the Contractor,
      including accountants, legal counsel and other advisors;
      
   2. to any subcontractors to the extent such Information is necessary for the
      performance by the Contractor of its obligations under this Contract; or
      
   3. to the extent:
      
      a. it is required to disclose such Information pursuant to federal, state or
         local law or by any subpoena or similar legal process or by any federal,
         state or local authority exercising jurisdiction over the Contractor;
b. RTD confirms in writing that such Information is not required to be treated as confidential; or

c. such Information is or comes into the public domain otherwise than through any disclosure prohibited by this Contract; and

provided that, in the cases of paragraphs (1), (2) and (3), the persons to whom such disclosure is made will be informed of the confidential nature of such Information and will so receive such Information subject to the same or similar requirements to maintain confidentiality as contained in this Contract.

C. The Contractor understands that any documents that it creates, supplies to RTD or for which the Contractor acts as custodian for RTD under this Contract are subject to public inspection and copying under the Colorado Open Records Act, Section 24-72-201 et seq., unless exempt from public disclosure by law. The Contractor agrees that if it considers any such documents to be exempt from public disclosure, it will mark each such document as exempt, identifying the specific provision of law under which the Contractor is claiming exemption of such document from public disclosure. The Contractor further agrees that if a Colorado Open Records Act request (Request) is filed with RTD seeking disclosure of any documents created by the Contractor, supplied to RTD, or held by the Contractor for RTD under this Contract, the Contractor will, if necessary, assist RTD in responding to the Request by locating any documents requested and providing them to RTD within 24 hours, unless otherwise agreed in writing by RTD. The Contractor agrees to hold RTD harmless and, at RTD’s option, provide legal defense for RTD from all claims and demands, including attorney’s fees, asserted against RTD that result from (i) the Contractor’s failure to supply documents to RTD or (ii) from RTD’s refusal to make public any documents the Contractor has designated as exempt. The Contractor also agrees that, if any action is filed in court seeking disclosure of exempt documents, RTD may deposit the documents with the court and the Contractor will defend in court its designation of the information as exempt from disclosure.

D. The Contractor shall not use RTD technology, data or Information to perform an illegal act and nor share any password or account access provided exclusively to the Contractor. The Contractor shall not attempt to use or obtain access codes in an unauthorized manner or from another user. The Contractor shall not allow non-employees to access RTD computer systems, unless otherwise specifically allowed by RTD.

E. The Contractor acknowledges that the faithful compliance with this Article 31 is necessary to protect RTD and that any action inconsistent with this Article 31 or with any RTD policy and procedure will cause RTD irreparable and continuing harm. Therefore, the Contractor consents to RTD obtaining a court order to enjoin any action inconsistent with the provisions of this Article 31 without RTD having to post any bond or security for such order. RTD may pursue other remedies available to it, all of which are nonexclusive and cumulative.
ARTICLE 32. BANKRUPTCY

If the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish to RTD, by certified mail, notification of the bankruptcy within five days of the initiation of the proceedings relating to bankruptcy filing. Such notice shall include (i) the date on which the bankruptcy petition was filed, (ii) the identity of the court in which the bankruptcy petition was filed, and (iii) a listing of contract numbers for all RTD contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract.

ARTICLE 33. NOTICES

Unless otherwise specified herein, notices required to be given by RTD or the Contractor under this Contract must be provided in writing and delivered by e-mail, facsimile, hand delivery or by U.S. Mail, first class, postage pre-paid, to the party representatives identified on the Contract Award and Signature Page. Notices sent by first class mail shall be deemed to have been received 5 days after having first been placed in the mail. Notice shall not be deemed given if not provided in the manner prescribed in this Article.

ARTICLE 34. APPROPRIATIONS

All obligations of RTD under this contract that require funding are subject to prior annual appropriations of monies expressly made by the Board of Directors of RTD for the purposes hereof. Nothing herein shall be construed by either the Contractor or RTD as a multiple fiscal year obligation as described by Article X, Section 20 of the Colorado Constitution. If funding is not appropriated by the Board of Directors, RTD may terminate or modify the contract as required. Additional funding to the contract will be accomplished by a Contract amendment. No legal liability on the part of the RTD for any payment may arise for performance under this contract beyond the current funding year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability.

ARTICLE 35. SMALL-BUSINESS ENTERPRISES

RTD sets an annual overall goal for the participation of small-business enterprises (“SBEs”). Contracts containing a minimum level of SBE participation are awarded in reliance upon the Contractor’s representations, certifications and submittals as required by Attachment A, Section IV of this Contract. The Contractor shall cooperate with RTD with regard to maximum utilization of minority and/or small business and will use its best efforts to insure that minority and small business enterprises shall have the maximum practicable opportunity to compete for subcontract Work under this Contract. The Contractor shall assist RTD in verifying compliance with the SBE requirements of this Contract, if any, by submitting status reports itemizing payments to all SBE subcontractors with each
ARTICLE 36. PROHIBITION ON EMPLOYMENT OF ILLEGAL ALIENS

A. RTD may not enter into or renew a public contract for services with a contractor who knowingly employs or contracts with an illegal alien to perform Work under the contract or who knowingly contracts with a subcontractor who knowingly employs or contracts with an illegal alien to perform Work under the contract.

B. This Contract is a “Public Contract for Services” under C.R.S. § 8-17.5-101 and the Contractor hereby affirms that:

1. The Contractor shall not knowingly employ or contract with an illegal alien to perform Work under this Contract.

2. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the E-Verify Program or the Department Program, as those terms are defined in C.R.S. § 8-17.5-101.

C. If the Contractor participates in the Department Program, the following shall apply:

1. The Contractor shall notify RTD of participation in the Department Program and shall comply with C.R.S. § 8-17.5-102(c) and any other requirements of the Department Program.

2. The Contractor shall, within 20 days after hiring an employee who is newly hired for employment to perform Work under this Contract, affirm that the Contractor has examined the legal work status of such employee, retained copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employees. The Contractor shall provide a written, notarized copy of the affirmation to RTD.

3. The Contractor does hereby consent to Department of Labor and Employment audits conducted in accordance with C.R.S. §8-17.5-102(5)(C)(III).

D. The Contractor shall provide RTD, prior to execution of this Contract, with certification that the Contractor complies with paragraphs (B)(1) and (B)(2) of this Article.

E. The Contractor shall require in each contract with a subcontractor performing services under this Contract a certification that the subcontractor shall not knowingly employ or contract with for the performance of Work under this Contract any illegal aliens. The Contractor shall not enter into a contract with a subcontractor that fails to provide such certification. If the Contractor obtains actual knowledge that a subcontractor performing Work under this Contract knowingly employs or contracts with illegal aliens, the Contractor shall:
1. Notify the subcontractor and RTD within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with illegal alien(s); and

2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required in paragraph 5(a) of this Article the subcontractor does not stop employing or contracting with the illegal alien(s); except that the Contractor shall not terminate the Contract with the subcontractor if during the three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with illegal alien(s).

F. The Contractor shall cooperate with and comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to C.R.S. § 8-17.5-102(5) relating to the Contractor’s compliance with this Contract or any other Public Contract for Services.

G. The Contractor is prohibited from using and shall not use either the E-Verify Program or the Department Program procedures to undertake preemployment screening of job applicants while this Contract is being performed.

H. If the Contractor violates any provision contained in this Article, RTD may terminate the Contract for default. If the Contract is so terminated, the Contractor shall be liable for actual and consequential damages to RTD.

ARTICLE 37. ENERGY CONSERVATION

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan, if any, issued in compliance with the Energy Policy and Conservation Act.

ARTICLE 38. CLEAN WATER

A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. Contractor agrees to report each violation to RTD and understands and agrees that RTD will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office.

B. Contractor also agrees to include these requirements in each subcontract entered into for performance of Work under this Contract.

ARTICLE 39. CLEAN AIR

A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to RTD and understands and agrees that RTD will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office.
B. Contractor also agrees to include these requirements in each subcontract entered into for performance of Work under this Contract.

ARTICLE 40. CIVIL RIGHTS

The following requirements apply to the underlying Contract:


B. Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying Contract:

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


3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of
the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any Federal implementing requirements.

C. Contractor also agrees to include these requirements in each subcontract entered into for performance of Work under this Contract.

**ARTICLE 41. INDEPENDENT CONTRACTOR**

A. The Contractor shall perform its duties under this Contract as an independent contractor and not as an employee. **Unless otherwise expressly provided in this Contract, neither the Contractor nor any agent or employee of the Contractor shall be an agent or representative of RTD.** Neither the Contractor nor any agent or employee of the Contractor shall be an employee or servant of RTD. Nothing contained in the Contract Documents or otherwise creates any partnership, joint venture, or other association or relationship between RTD and the Contractor. Any approval, review, inspection, direction or instruction by RTD or any party on behalf of RTD in respect to the Work or services of the Contractor shall relate to the results RTD desires to obtain from the Work, and shall in no way affect the Contractor’s independent contractor status or obligation to perform the Work in accordance with the Contract Documents. The Contractor has no authorization, express or implied, to bind RTD to any agreements, liability, or understanding except as expressly set forth in this Contract.

B. The Contractor shall pay when due all federal and state taxes and contributions for Social Security, unemployment insurance, income withholding tax, and other taxes measured by wages paid to the Contractor’s employees, as well as all sales, consumer, employment, use and similar taxes for the Work or portions of the Work provided by or through the Contractor or any subcontractor or vendor or relating to their operations or property. The Contractor acknowledges that the Contractor and its employees are not entitled to workers’ compensation benefits or unemployment insurance benefits unless the Contractor or third party provides such coverage, and that RTD does not pay for or otherwise provide such coverage. The Contractor shall provide and keep in force workers’ compensation (and provide proof of such insurance when requested by RTD) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees and agents.

**ARTICLE 42. SUCCESSORS AND ASSIGNS**

The Contractor shall not assign rights or delegate duties under this Contract (or subcontract any part of the performance required) without express, written consent of RTD. This provision shall not prohibit assignments of the right to payment to the extent permitted by law, provided that written notice of assignment adequate to identify the rights assigned is received by RTD. Such assignment shall not be valid until received by RTD and the Contractor assumes the risk that RTD receives such written notice of assignment.
ARTICLE 43. REASONABLENESS OF CONSENT OR APPROVAL

Whenever the approval or consent of RTD is called for under this Contract, RTD shall be entitled to consider public and governmental policy in reasonably granting or denying such approval. Subject to the foregoing, required approvals or consent shall not be unreasonably withheld.

ARTICLE 44. NO THIRD PARTY BENEFICIARIES

This Contract shall inure to the benefit of and be binding only upon the parties and their successors and assigns. The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the parties to the Contract. No other person or entity shall have any claim or right of action as a Contract beneficiary; all such non-parties shall be incidental beneficiaries only.

ARTICLE 45. EXTENT OF AGREEMENT

This Contract represents the entire agreement between RTD and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by RTD’s General Manager and the Contractor.

ARTICLE 46. COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which shall be deemed an original having identical legal effect, and all of which together constitute the same instrument.

ARTICLE 47. INTERPRETATION OF CONTRACT

No interpretation of any provision of this Contract shall be binding on RTD unless furnished in writing by RTD. No alteration or interlineation of this Contract shall be binding on RTD unless expressly referenced in Contract, Exhibit 3 – Special Provisions/Alterations. No RTD employee or agent has the authority to waive these requirements.

ARTICLE 48. SEVERABILITY

If any part of this Contract is held by any court of competent jurisdiction to be illegal or in conflict with any federal law or law of the State of Colorado, the validity of the remaining parts shall not be affected, and the rights and obligations of the Contractor and RTD shall be construed and enforced as if the Contract did not contain the invalid part.
ARTICLE 49. AUTHORITY

Each person executing this Contract expressly represents and warrants that he or she has been duly authorized by one of the parties to execute the Contract and to bind the party to the Contract terms and conditions.

ARTICLE 50. JURISDICTION AND VENUE

The laws, regulations and rules of the State of Colorado govern the interpretation, execution and enforcement of this Contract without application of any choice of law rules that would apply the laws of any other state. Exclusive venue for any action related to performance of this Contract shall be the District Court of the City and County of Denver, State of Colorado.

ARTICLE 51. WAIVER

The waiver of any breach of a Contract term shall not be a waiver of any other term, or of the same term upon subsequent breach.

ARTICLE 52. CRIMINAL BACKGROUND CHECKS AND ACCESS BADGES

For each individual performing any portion of the Work, which portion of the Work requires the individual to have (i) direct access to RTD’s critical information systems or confidential information, (ii) unaccompanied access to RTD secured facilities, or (iii) access to money or stored value cards, Contractor shall ensure that the individual (a) passes a criminal background check, and (b) obtains an RTD access badge, each in accordance with the standards set forth in this Article. Contractor also shall ensure that the requirements in this Article are included in any subcontracts.

a. Criminal Background Check

Contractor shall ensure that all criminal background checks required by this Article are completed. In order to pass a criminal background check, the report shall not include any Disqualifying Offense, hereinafter defined. RTD believes all of the Disqualifying Offenses are job-related and consistent with business necessity for any individual performing any portion of the Work. If, after an individual review of (1) the nature and gravity of the offense, (2) the time that has passed since the offense and/or completion of the sentence, and (3) the nature of the job held or sought, the Contractor concludes that it would like to employ an individual to perform any portion of the work in conflict with these standards, the Contractor shall so notify RTD in writing of the rationale for this conclusion at least three business
days prior to scheduling the individual to obtain an RTD access badge or begin the Work.

The criminal background check shall, at a minimum, cover the previous 7 years, and include the criminal record in the Colorado Bureau of Investigation database and shall be conducted by a licensed firm in accordance with applicable laws. Contractor shall maintain all records demonstrating the criminal background check results as confidential and, upon three business days’ notice, shall make such records available to the Project Manager at any time during the Contract term.

**Disqualifying Offenses**

Any conviction in any jurisdiction of any of the following criminal offenses shall constitute a Disqualifying Offense, as that term is used herein.

**Permanent Disqualifying Criminal Offenses**

- Espionage, Sedition, Treason;
- A federal crime of terrorism as defined in 18 U.S.C. 2332b(g);
- A crime involving a transportation security incident (A transportation security incident is a security incident resulting in a significant loss of life, environmental damage, transportation system disruption, or economic disruption in a particular area, as defined in 46 U.S.C. 70101. The term “economic disruption” does not include a work stoppage or other employee-related action not related to terrorism and resulting from an employer-employee dispute);
- Improper transportation of a hazardous material under 49 U.S.C. 5124 or a comparable state law;
- Unlawful possession, use, sale, distribution, manufacture, purchase, receipt, transfer, shipping, transporting, import, export, storage of, or dealing in an explosive or explosive device;
- Murder in the First or Second Degree and Manslaughter;
- Assault with intent to murder;
- Kidnapping in the First or Second Degrees, or hostage taking;
- Rape or aggravated sexual abuse;
☐ Endangering Public Transportation, C.R.S. 18-9-115;

☐ Violations of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. 1961, \textit{et seq.} ("RICO"), or a comparable state law, where one of the predicate acts found by a jury or admitted by the defendant is one of the crimes listed above.

\textit{Seven (7) Year Disqualification}

☐ Unlawful possession, use, sale, manufacture, purchase, distribution, receipt, transfer, shipping, transporting, delivery, import, export of, or dealing in a firearm or other weapon;

☐ Extortion;

☐ Dishonesty, fraud, or misrepresentation, including identity fraud (welfare fraud and passing bad checks do not constitute dishonesty, fraud or misrepresentation for purposes of this paragraph);

☐ Bribery;

☐ Smuggling;

☐ Immigration violations;

☐ Violations of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961, \textit{et seq.}, ("RICO") or a comparable state law, other than the violations of RICO listed above;

☐ Robbery;

☐ Distribution of, possession with intent to distribute, or importation of a controlled substance;

☐ Arson;

☐ Criminally Negligent Homicide and Vehicular Homicide;

☐ Assault in the First or Second Degree;

☐ False Imprisonment;

☐ Enticement of a Child or Internet Luring of a Child;

☐ Sexual Assault, Unlawful Sexual Contact, or Sexual Assault on a Child;

☐ Burglary;
Any offenses involving bribery or corrupt influences as a public servant.


**Five (5) Year Disqualification**

- Reckless driving;
- Third-Degree Assault;
- Any driving offense involving the use of alcohol or drugs;
- Any violent crimes not listed above including but not limited to cruelty to animals;
- Any crimes involving theft, fraud or extortion not listed above;
- Any crimes involving sexual misconduct not listed above;
- Any crimes not listed above that are aggravated or involving domestic violence or involve exploiting minors;
- Any crimes involving firearms or weapons not listed above;
- Theft of public transportation services, C.R.S. 18-4-802;
- Hindering transportation, C.R.S. 18-9-114;
- Endangering public transportation, C.R.S. 18-9-115 (misdemeanor conviction);
- Throwing missiles at vehicles, C.R.S. 18-9-116;
- Any crimes involving alcohol or drugs not listed above.

b. **RTD Access Badge**

Contractor shall submit to the Project Manager all requests for an Access Badge. Such request shall include a certification that the individual has passed a criminal background check in accordance with this Article. Each individual performing Work must wear an Access Badge when present at any RTD secured facility. Contractor shall ensure that all Access Badges issued pursuant to the Contract are returned at the end of the Contract term. Contractor shall pay a replacement fee for any Access Badge that needs to be replaced.

The term “Access Badge” shall mean the badges required by RTD’s Access Control procedures.
EXHIBIT 1

CONTRACTOR’S KEY PERSONNEL

The personnel listed below are considered to be essential to the Work required under this Contract. Prior to removing any key personnel from Contract Work, the Contractor shall notify RTD within 14 days of such proposed removal and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the Contract. No removal of key personnel shall be made by the Contractor without the written consent of RTD by Contract Amendment.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Company</th>
</tr>
</thead>
</table>

EXHIBIT 2

INSURANCE AND BOND REQUIREMENTS

INSURANCE REQUIREMENTS

Without limiting the Contractor’s indemnification of RTD, the Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, or employees, or subcontractors.

A. Liability and Worker’s Compensation Insurance. Minimum Scope of Coverage: Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (“occurrence” form CG 0001 or equivalent).
2. Insurance Services Office Business Auto Coverage covering Automobile Liability, “any auto”.
3. Workers’ Compensation insurance as required by the State of Colorado, and Employers Liability insurance.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If a Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: $1,000,000 combined single limit per occurrence for bodily injury and property damage.
3. Workers’ Compensation and Employers Liability: Statutory Workers’ Compensation limits, Employers Liability limits of $1,000,000 per occurrence.

C. Other Provisions: All policies must contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability

   a. RTD, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, including RTD’s general supervision of the Contractor; products and completed operations of the Contractor and its subcontractors; premises owned, occupied or used by
the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to RTD, its officers, officials, employees, or volunteers.

b. The Contractor’s insurance coverage shall be primary insurance as respects RTD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by RTD, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to RTD, its officers, officials, employees, or volunteers.

d. The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

2. **Workers’ Compensation and Employers Liability.** The insurer shall agree to waive all rights of subrogation against RTD, its officers, officials, employees, and volunteers for losses arising from Work performed by the Contractor and its subcontractors for RTD.

D. **Acceptability of Insurers.** Insurance and bonds are to be placed with insurers with a Best’s rating of no less than A-, unless specific prior written approval has been granted by RTD.

E. **Self-Insured Retention.** Any self-insured retention in excess of $10,000 must be declared to and approved by RTD. To apply for approval for a level of retention in excess of $10,000 the Contractor shall notify RTD of the level of retention and provide a current financial statement, if not previously submitted, documenting the ability to pay claims falling within the stated self-insured retention. If RTD does not approve Contractor’s self-insured retention, Contractor shall, at the option of RTD, either: (i) cause the insurer to reduce or eliminate such self-insured retention as respects Contractor’s Contract with RTD; or (ii) procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

F. **Certificates of Insurance**

1. Contractor shall furnish RTD with a Certificate of Insurance. The certificates for each insurance policy are to be signed by an authorized representative of that insurer. The certificates will be issued on a standard ACORD Form or similar document.

2. The certificates will (1) identify the underwriters, the types of insurance, the insurance limits and the policy term, (2) specifically list the provisions
enumerated for such insurance required above, and (3) in the “Certificate Holder” box include as an additional insured:

    Regional Transportation District
    Contracts and Procurement
    1600 Blake Street
    Denver, CO 80202

3. All certificates are to be received and approved by RTD before Work commences. RTD reserves the rights to require complete, certified copies of all required insurance policies, at any time.

4. Each insurance policy required by this Contract shall provide that, if the policy is canceled or if coverage is materially reduced, notice will be delivered in accordance with the Policy Provisions.

G. **Maintenance of Insurance.** If Contractor fails to maintain such insurance as is called for herein, RTD, at its option, may suspend payment for Work performed and/or may order the Contractor to suspend Work at Contractor’s expense until a new policy of insurance is in effect.

H. **Subcontractors’ Insurance.** The Contractor shall be responsible for setting its own requirements, if any, for the kind and amount of insurance to be carried by its subcontractors, and for enforcing any such requirements. No delay in the work caused by the Contractor’s enforcement of its subcontractor’s insurance requirements shall be excusable delay hereunder.
BOND REQUIREMENTS

None required.
EXHIBIT 3—SPECIAL PROVISIONS/ALTERATIONS

SPECIAL TERMS

The following provisions from Section 3, General Terms and Conditions, have been specifically negotiated for this Contract and these provisions, as added or altered, shall supersede to the extent that they conflict with corresponding provisions contained in Section 3.0, General Terms and Conditions and any other conflicting specification required by the Contract documents.

ARTICLE 26. HOLD HARMLESS, is replaced by the following:

A. The Contractor shall indemnify, defend, and hold harmless RTD, its employees, and agents against any and all claims, damages, liability and court awards including costs, expenses and reasonable attorneys’ fees, to the extent such claims are caused by any act or omission of, or breach of contract by the Contractor, its employees, agents, subcontractors or assignees pursuant to the terms of this Contract, but not to the extent such claims are caused by any act or omission of, or breach of contract by RTD, its employees, agents, other contractors or assignees, or other parties not under the control of or responsible to the Contractor.

B. The Contractor shall give RTD immediate notice of any suit or action filed or prompt notice of any claim made against the Contractor arising out of the performance of this Contract. The Contractor shall immediately furnish to RTD copies of all pertinent papers received by the Contractor. If the amount of the liability claimed exceeds the amount of insurance coverage, the Contractor shall authorize representatives of RTD to collaborate with counsel for the insurance carrier, if any, in settling or defending such claim.

C. Assumption of Defense. Within 30 calendar days of receipt from RTD of a notice of claim against RTD that RTD believes to be covered under paragraph "A" of this Article, the Contractor shall give RTD written notice stating whether the Contractor will assume RTD’s defense in connection with the claim. In the event the Contractor fails to provide the above written notice, or fails to assume RTD’s defense against a claim covered under paragraph "A" of this Article, the Contractor shall be liable for RTD’s costs arising from or out of, or relating to, such claim, including reasonable attorneys’ fees, investigation fees, expert witness fees, other costs of defense, any amounts expended in settling the claim, and any judgments awarded against RTD. For any claim that the Contractor has assumed RTD’s defense, Contractor shall provide RTD with regular written updates on the status of the claim consistent with the requirements of the Scope of Work/Services.

D. Without limiting the foregoing, the Contractor also shall indemnify, defend and hold harmless RTD, its employees, and agents against any and all claims, damages, liability and court awards including costs, expenses and reasonable attorneys’ fees,
to the extent such claims are based on the Contractor, or an employee of the
Contractor, being alleged by a claimant or being deemed by a court of law to be
also an employee of RTD under any legal theory, including but not limited to the
Colorado Governmental Immunity Act or common law. Contractor shall assume and
be solely responsible for discharging all obligations of RTD to any employee of
Contractor on any such basis or legal theory, including but not limited to obligations
to provide legal representation and to pay settlements or awards.

The following Articles are added:

**ARTICLE 53. OPERATING AUTHORITY**

This Contract and any of the Work performed hereunder are contingent and
expressly conditioned upon the ability of the Contractor to provide the Work
consistent with all applicable laws and regulations. It is understood and agreed by
the Contractor that any permits, licenses, or authority utilized or secured to operate
the Work shall not be considered an asset of the Contractor in any negotiations
resulting from termination or any condemnation action involving the parties. The
Contractor specifically covenants and agrees that it shall not claim or initiate any
legal action to establish that RTD is obligated to purchase or condemn such
permits, license, or authority and equipment utilized or secured for Work performed
in connection with this Contract.

**ARTICLE 54. COOPERATION**

Successful operation of the Work will, to a great extent, depend on the level of
cooperation achieved between the Contractor and RTD. The Contractor must be
willing to work constructively with the RTD Project Manager in making service
improvements during the term of this Contract, assist RTD in evaluation and
planning efforts involved in problem-solving and new system design, and
periodically monitor the on-time performance of the Contractor’s vehicles and
investigate service complaints and late arrivals. RTD will provide the Contractor
current, up-to-date information to allow Contractor to cooperate. Contractor shall
provide any necessary information upon the request of RTD.

**ARTICLE 55. APPLICABLE LAWS, RULES, REGULATIONS, CODES, AND
GUIDANCE**

A. All buses shall at all times be maintained and operated in compliance with all
applicable laws, rules, regulations, and codes governing the operation of
vehicles of public conveyance in the area of operation under the Scope of
Work/Services and under the laws of RTD’s service areas and municipalities
therein and those of the State of Colorado and the United States. Without
limiting the generality of the foregoing, the Contractor shall obtain and
maintain all permits and licenses necessary in order to operate each bus and
equipment under all such applicable laws, rules, regulations, and codes.
B. Although RTD shall have the right to inspection of the Work, as further set out in this Contract, by making such inspection, RTD shall not assume any obligation or liability arising from the failure of the Contractor to comply with all applicable laws, rules, regulations, and codes.

ARTICLE 56. NATIONAL TRANSIT DATABASE (NTD)

A. The RTD receives federal subsidies according to a formula, as directed by the Federal Transit Administration, calculated upon data generated from the RTD and its Contractors and reported annually to the National Transit Database (“NTD”). The Contractor shall assist RTD in collecting and analyzing all NTD report materials prior to the yearly submittal.

B. Non-Compliance. Should FTA reject any portion of the RTD NTD report for non-compliance based upon data collected and submitted by Contractor, Contractor shall reimburse RTD for any federal funding lost as a result of the non-compliance.

ARTICLE 57. INSPECTION OF WORK

A. All Work shall be subject to inspection and/or test by RTD to the extent practicable at such reasonable times and places as may be designated by RTD during the term of the Contract. Such inspections and/or tests by RTD shall be made in such a manner as not to unduly delay or interfere with the work.

B. If any services performed hereunder or equipment/supplies provided hereunder are not in conformity with the requirements of this Contract, RTD shall have the right to require the Contractor to perform the services again in conformity with the requirements of the Contract or replace equipment, at no additional increase in the total Contract amount. When the services to be performed are of such a nature that the defect cannot be corrected by re-performance of the service, RTD shall have the right to take one or both of the following actions: (1) require the Contractor to immediately take all necessary steps to ensure future performance of the services in conformity with the requirements of the Contract; and, (2) reduce the Contract price to reflect the reduced value of the services performed as determined by RTD. In the event the Contractor fails to promptly perform the services again or take necessary steps to ensure future performance of the services in conformity with the requirements of the Contract, RTD shall have the right to take one or both of the following actions: (1) have the services performed or equipment replaced, by the Contractor pursuant to the Contract, by RTD, another contractor or otherwise, in conformity with the Contract requirements and to charge the Contractor any cost occasioned to RTD that is directly related to the performance of such services; or (2) terminate this
Contract for default as provided in Article 27.0 of the Contract, entitled Termination.

C. All Contractor records directly related to the Work shall be made available to RTD inspection during the term of this Contract and for such longer period as may be specified elsewhere in this Contract.
ARTICLE 58. ADVERTISING ON REVENUE VEHICLES

The Contractor shall cause such advertising material as may be specified by RTD or its agent from time to time to be affixed to such location or locations on the buses as RTD shall request. In no event shall the Contractor be obliged to affix advertising which would render the Contractor in default under the other provisions of this Contract. No portion of any revenue or consideration received by the RTD in connection with such advertising shall be paid to the Contractor. The Contractor shall not affix and shall not permit to be affixed to or distributed on any bus any other advertising, political or other printed or published material, and shall not utilize or permit to be utilized any loud speaker or other device for the purpose of advertising or other communication other than as designated by the RTD. In the event that the Contractor shall receive any payment or other consideration paid in connection with any such material, said payment or consideration shall be promptly delivered to the RTD, and any and all advertising revenues shall be the property of the RTD.

ARTICLE 59. ADDITIONAL SERVICES

Contractor shall not use any revenue vehicle provided by RTD for charter service, school bus operations or other profit-making ventures without the express written permission of RTD.

ARTICLE 60. SERVICE ADJUSTMENTS

If the Contracting Officer orders changes in the services to be performed, which cause an increase or decrease in the Contractor’s cost of performance of any services under this Contract, an equitable adjustment shall be made and the Contract shall be modified pursuant to Article 18, Change Orders and Contract Amendments; provided, however, it is understood that any such adjustment will be calculated on the basis of the base rate (initial revenue hours upon commencement of service) for up to twenty percent (20%) increase or decrease in cumulative annual revenue hours. The number of revenue hours for increase or decrease shall be cumulative from the commencement of revenue service. Should the cumulative increase of decrease in service levels exceed twenty percent (20%), the revenue hour rates for the balance of the Contract shall be renegotiated, and the cumulative twenty percent (20%) increase or decrease in revenue hours shall start over.

EXAMPLE:

Contract revenue hours at service implementation: 100 revenue hours
6 hour increase during the first year: 100 + 6 = 106 rev. hrs.
3 hour increase during the second year: 106 + 3 = 109 rev. hours
7 hour increase during the third year: 109 + 12 = 121 rev. hrs. = 21%
21% cumulative increase over three years requires renegotiations because this is above the 20% stated.

If renegotiated, 121 rev. hrs. becomes the new base rate and will require an additional 20%, or over 145.2 rev. hrs. for additional renegotiations.

**ARTICLE 61. FAREBOX REVENUE**

The Contractor shall retain all cash farebox revenues collected. The Contractor shall collect all cash fares and shall subtract the amount received from the monthly invoice. The Contractor shall provide RTD with copies of all individual daily deposit slips and bank deposit receipts and the monthly bank account statement. This information shall be submitted to the RTD Finance Department for reconciliation of the daily bank deposits to farebox reports. A copy of the bank account statement shall be submitted to RTD Competitive Services along with the monthly invoice. RTD shall periodically audit the amount of fares being reported through farebox data, random audits, farebox statistical reports, and other information available.

**ARTICLE 62. LIQUIDATED DAMAGES**

A. Due to the nature and significance of the Work, the Contractor and RTD agree that a failure to perform the Work likely will result in severe loss to RTD. In addition, the Contractor and RTD also agree that it is extremely difficult to fix actual damages that may result from such failure to perform the Work. Consequently, this Contract allows for certain Liquidated Damages for certain failures to perform the Work.

B. The Contractor’s liability as to any single failure to perform that portion of the Work identified in this Article for which a Liquidated Damage is affixed only is limited to and fixed at the sum of Liquidated Damages provided herein. Assessment of Liquidated Damages does not constitute a waiver of RTD’s right to terminate the Contract for default for ongoing failures to perform the Work or any other failure to perform the Work for which RTD has not assessed Liquidated Damages or not specifically identified herein.

C. RTD will provide to Contractor a report of the Liquidated Damages assessed for that period. Contractor may challenge any Liquidated Damages assessed by responding in writing within 30 calendar days after receipt of the report. In order for any Liquidated Damages assessed to be waived, the Contractor must demonstrate that the Contractor met the standards set forth in the Scope of Work and provided all applicable documentation to support this conclusion. For any Liquidated Damage assessed that the Contractor does not timely challenge, such amount will be deducted from the next invoiced payment to the Contractor. RTD, in its sole discretion, will
determine whether to assess any Liquidated Damages and there will be no opportunities for appeal.

D. The Liquidated Damages, as assessed in this Article, will in no way whatsoever relieve the Contractor of its obligations to provide the services required by the terms of this Contract, and in no way constitutes a waiver of any other rights or remedies to RTD provided in this Contract or as provided by law.

E. RTD will deduct from the Costs the following Liquidated Damages:

1. Two Hundred Fifty and no/100 Dollars ($250.00) per revenue hour for missed trips if the bus does not show at all.

2. Two Hundred and no/100 Dollars ($200.00) per occurrence for trips that depart any designated pick-up point along the route 30 minutes or more after the time listed in the passenger schedule.

3. Two Hundred and no/100 Dollars ($200.00) per occurrence for trips that depart any designated pick-up point along the route 1-minute or more early from the time listed in the passenger schedule.

4. One Hundred and no/100 Dollars ($100.00) per occurrence for each late trip that departs 15 minutes after the time, but less than 30 minutes after the time listed in the passenger schedules.

5. Two Hundred Fifty and no/100 Dollars ($250.00) per occurrence for improper operation not in accordance with the RTD Trailblazer Bus Operator’s Guide and route descriptions, Transportation and/or Contracted Services bulletins, or failure to adhere to the requirements stated in Part 3.0, Scope of Work/Services.

6 Two Hundred Fifty and no/100 Dollars ($250.00) per occurrence for each failure of the wheelchair lift, destination sign, or public address system when needed. (In revenue service or when requested by a representative of RTD.)

7. Three Hundred and no/100 Dollars ($300.00) per bus per day for each Incident where the exterior and/or interior of the bus is not clean. Incidents shall mean in revenue service or during an inspection by authorized RTD personnel. The expectations for cleanliness, including graffiti, are found in Part 3.0, Attachment 12.
8. Two Hundred Fifty and no/100 Dollars ($250.00) per occurrence for failure of heating or air conditioning system to function properly in revenue service. Acceptable performance in this category shall also include the inoperable unit being traded out/replaced with a fully functioning unit within one round trip from the time of initial contact.

9. Four Hundred and no/100 Dollars ($400.00) for each revenue vehicle not being properly maintained in accordance with DOT regulations, generally accepted safety and proper industry/RTD maintenance practices as identified by RTD or designee.

10. Fifty and no/100 Dollars $50.00) per occurrence for each incident when contract-required documentation is not supplied to RTD within the time period specified by RTD.

11. An amount equal to the first month of Contractor’s year 1 (one) fixed-costs divided by the total number of required milestones in the Contract for each start-up milestone not timely satisfied. The headcount-related milestones shall be interpreted to mean that all new hires will only be considered complete once all training requirements are satisfied and ready to be placed in service.

12. Five Thousand and no/100 Dollars ($5,000.00) per month for the Contractor not being in compliance with the originally proposed/approved staffing levels (or subsequently revised/approved staffing levels) for managerial, supervisory, and administrative staff assigned to the Contract. Contractor shall have 30 days to fill vacant positions before Liquidated Damages are assessed.

13. On-time performance local service (-1 minute early to 5 minutes late): Quarterly On-time Performance shall be based on random time checks taken on local routes operated by the Contractor that are compared to the scheduled times. The random checks come from RTD ride checkers, RTD supervisor checks, and automatic passenger count (APC) data. The data is compiled using Ride Check Plus software.

The Liquidated Damage calculation is based on the actual RTD on-time performance percentage for the same time period. The Liquidated Damages will be determined as follows:

*If the on-time performance percentage for the Contractor is:

\[ \leq 97\% \text{ of the actual RTD performance for the quarter} \]

= Unacceptable, Liquidated Damage of $10,000.00
14. Preventable Vehicle accidents per 100,000 miles: Quarterly Vehicle Accident numbers will be based on the accident data reported in the Maximus system and the determination of preventability of those accidents made by the Contractor (RTD reserves the right to review and modify the Contractor’s determination of preventability based on available accident investigation data). The Maximus data comes directly from the CAD/AVL radio system and represents all vehicle accidents reported to RTD dispatch. Preventability, as defined in the Trailblazer, is \textit{driving in full compliance with all applicable laws and regulations and in such a manner as to avoid involvement despite adverse conditions of road, weather or traffic or the errors of pedestrians or other drivers}. 

The Liquidated Damage calculation is based on the RTD annual performance goal for Preventable Vehicle Accidents as established by the Board of Directors. The Liquidated Damages will be determined as follows:

\textit{If Contractor preventable vehicle accidents per 100,000 miles for the quarter are:}

\begin{itemize}
\item \textit{\geq} 137\% of the RTD annual performance goal \\
\textit{\geq} 137\% of the RTD annual performance goal
\end{itemize}

\textit{\geq} 137\% of the RTD annual performance goal \\
\textit{\geq} 137\% of the RTD annual performance goal

lost service greater than 1 minute. The number of maintenance road calls is based on the road call data reported in the Maximus system. The Maximus data comes directly from the CAD/AVL radio system and represents all chargeable maintenance road calls reported to RTD dispatch. Chargeable road calls are defined using RTD standards and may be excused based on RTD buy back criteria and approved by the RTD Competitive Services Manager. The mileage data is provided by the Contractor and represents the total number of miles driven by sub-fleet for the quarter.

The Liquidated Damage calculation is based on the actual RTD performance for the same time period. The Liquidated Damages will be determined as follows:

If Contractor miles between lost service maintenance road calls for the quarter is:

\[ \leq 63\% \text{ of the actual RTD performance for the quarter} \]
\[ = \text{Unacceptable, Liquidated Damage of } $10,000.00 \]

17. Percentage of Preventive Maintenance Inspections Performed as Scheduled: Quarterly Percentage of Preventive Maintenance Inspections (PMI) performed as scheduled is based on records submitted by the Contractor and audited by RTD showing the dates and mileages PMIs are completed by bus by month. A PMI is considered to be completed on time if performed within +/- 600 miles of the scheduled mileage (usually 6,000 miles).

The Liquidated Damage calculation is based on the RTD annual performance goal for the Percentage of Preventive Maintenance Inspections incurred as scheduled as established by the Board of Directors. The Liquidated Damage will be determined as follows:

\[ < 98\% \text{ of the RTD annual performance goal} = \]
\[ \text{Unacceptable, Liquidated Damage of } $15,000.00 \]
ARTICLE 63. DRUG AND ALCOHOL TESTING

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Colorado, or RTD, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 655 before December 31st of every year and to submit the Management Information System (MIS) reports not later than February 15th of every year to the Substance Abuse Testing Coordinator, Regional Transportation District, 1600 Blake Street, Denver, CO 80202-1399. To certify compliance, the Contractor shall use the “Substance Abuse Certifications” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register.

ARTICLE 64. NOTICE TO RTD OF LABOR DISPUTES

A. Whenever the Contractor has knowledge that an actual or potential labor or subcontract dispute is delaying or threatens to delay the timely performance of the Work, the Contractor shall immediately give notice thereof including all relevant information with respect thereto, to the RTD, through its Contracting Officer.

B. The Contractor agrees to insert the substance of this Article, including this paragraph, in any subcontract hereunder as to which a labor or subcontract dispute may delay the timely performance of the Work; except, that each such subcontractor shall provide that, in the event its timely performance is delayed or threatened by delay by any actual or potential labor or subcontract dispute, the subcontractor shall immediately notify the Contractor of all relevant information with respect to such dispute.

ARTICLE 65. TAXES

Retained fares for bus services provided pursuant to this Contract shall be exempt from sales or use taxes imposed pursuant to Article 26 of Title 39, C.R.S. Contractors shall not otherwise be exempt from property, sales, income, excise, and other taxes levied by Federal, State, or Local governments except as allowed by law.

ARTICLE 66. CONTRACT VEHICLES

The revenue service vehicles used to provide the services specified in the Work are owned by RTD but operated and maintained by the Contractor in accordance with
the requirements set forth throughout the Contract ("Contract Vehicles"). The Contractor has possession only of the Contract Vehicles, and RTD will remain the sole owner. The Contractor has no property interest in the Contract Vehicles and nothing contained in this Contract enables the Contractor to acquire any further right, title, or interest in or to the Contract Vehicles. RTD has the exclusive right to resume possession of any of the Contract Vehicles if the Contractor fails to adhere to any requirement of this Contract. RTD also has the exclusive right to replace any Contract Vehicle or any equipment installed thereon with another of similar functionality.

**ARTICLE 67. PERFORMANCE INCENTIVES**

A. To the extent the total Performance Incentives do not increase the total contract value, RTD will identify Performance Incentives on a quarterly basis as defined below. The purpose of the Performance Incentives is to encourage the Contractor to provide the highest quality services above and beyond the minimum standards set forth in the Scope of Work/Services.

B. RTD will provide to Contractor a report of the Performance Incentives allowed for that period. Contractor may challenge any Performance Incentives not allowed for that period by responding in writing within 14 calendar days after receipt of the report. In order for any Performance Incentive to be allowed, the Contractor must demonstrate that the Contractor met the standards set forth in this Article and provided all applicable documentation to support this conclusion. RTD will add Performance Incentives to the next invoiced payment to the Contractor. RTD, in its sole discretion, will determine whether to allow any Performance Incentive and there will be no opportunities for appeal.

C. The Performance Incentives as allowed pursuant to this Article will in no way whatsoever relieve the Contractor of its obligations to provide the services required by the terms of this Contract, and in no way constitutes a waiver of any other rights or remedies to RTD provided in this Contract or as provided by law.

D. RTD will assess the following Performance Incentives:

1. **On-time performance local service (-1 minute early to 5 minutes late)** Quarterly On-time Performance shall be based on random time checks taken on local routes operated by the Contractor which are compared to the scheduled times. The random checks come from RTD ride checkers, RTD supervisor checks, and automatic passenger count (APC) data. The data is compiled using Ride Check Plus software.
The Incentive calculation is based on the actual RTD on-time performance percentage for the same time period.

*If the on-time performance percentage for the Contractor is:*

\[ \geq 103\% \text{ of the actual RTD performance for the quarter} \]

= Incentive $5,000

2. Preventable Vehicle accidents per 100,000 miles

Quarterly Vehicle Accident numbers will be based on the accident data reported in the Maximus system and the determination of preventability of those accidents made by the Contractor. RTD reserves the right to review and modify the Contractor’s determination of preventability based on available accident investigation data. The Maximus data comes directly from the CAD/AVL radio system and represents all vehicle accidents reported to RTD dispatch. Preventability, as defined in the Trailblazer, is *driving in full compliance with all applicable laws and regulations and in such a manner as to avoid involvement despite adverse conditions of road, weather or traffic or the errors of pedestrians or other drivers.*

The Incentive calculation is based on the RTD annual performance goal for Preventable Vehicle Accidents as established by the Board of Directors.

*If Contractor preventable vehicle accidents per 100,000 miles for the quarter are:*

\[ \leq 63\% \text{ of the RTD annual performance goal} \]

= Incentive of $5,000.00

3. Customer complaints per boarding

Quarterly Customer Complaints per boarding is defined as the combined number of operator-related customer complaints for Local and Express service operated by the Contractor as reported to the RTD Telephone Information Center for the quarter.

The Incentive calculation is based on the RTD annual performance goal for Customer Complaints per Boarding as established by the Board of Directors.

*If Contractor customer complaints per boarding for the quarter are:
................... \leq \, 63\% \text{ of the RTD annual performance goal} = 
\text{Incentive of }$5,000.00 \text{.}

4. Mileage Between Lost Service Maintenance Road Calls
Quarterly Miles Between Lost Service Maintenance Road Calls is defined as the total number of miles operated between maintenance road calls with lost service greater than 1 minute. The number of maintenance road calls is based on the road call data reported in the Maximus system. The Maximus data comes directly from the CAD/AVL radio system and represents all chargeable maintenance road calls reported to RTD dispatch. Chargeable road calls are defined using RTD standards and may be excused based on RTD buy back criteria and approved by the RTD Competitive Services Manager. The mileage data is provided by the Contractor and represents the total number of miles driven by sub-fleet for the quarter.

The Incentive calculation is based on the actual RTD on-time performance percentage for the same time period.

If Contractor miles between lost service maintenance road calls for the quarter is:

\text{...................} \geq \, 137\% \text{ of the actual RTD performance for the quarter} 
= \text{Incentive of }$5,000.00 \text{.}

The following Article is deleted in its entirety:

ARTICLE 24. Duty to Protect Critical Infrastructure and Security Sensitive Information.
SECTION IV  ATTACHMENTS
Public Transportation Services Group 27 Fixed-Route Services

The following attachments contain material representations upon which the Contractor was selected for award of the Contract. These attachments form a part of the Contract documents as attached.

1. Request For Proposal Instructions
2. RFP Addenda
3. Attachment A SBE Document
4. Completed SBE Attachment A Forms
5. Completed Certifications
6. Background Investigation Certification Form

The following attachments form a part of the Contract documents and are stored in the Contract file. Each of these attachments is hereby incorporated herein by this reference as if fully set forth herein.

1. Contractor Submissions in Response to Request For Proposals
   a. Technical Proposal
   b. Cost Proposal
   c. Any Supplemental Information Utilized in Evaluating Award
2. Contractor Agreements, if any, Executed in Connection With the Contract