

SECTION 1: INTRODUCTION AND INSTRUCTIONS TO PROPOSERS

The Central Shenandoah Planning District Commission (the “CSPDC”) invites qualified firms or agencies (sometimes referred to hereafter as “proposers” or “offerors”) to submit proposals for turn-key operation of the BRITE Public Transit Services. Proposals shall be submitted in accordance with the Documents and Requirements as set forth in this formal "Request for Proposals."

1.1 PURPOSE

The intent of this Request for Proposal (RFP) is to obtain firm fixed-price proposals from firms specializing in operating local fixed route and Americans with Disabilities Act (ADA) compliant paratransit bus service. The scope of this RFP includes performing all tasks described herein including but not limited to the following:

- Provision of rolling stock
- Experienced licensed vehicle operators
- Operations management and street supervision
- FTA-compliant operating and maintenance functions
- All customer service functions including certification of paratransit eligible transit riders

1.2 COMPETITION INTENDED

It is the CSPDC’s intent that this RFP permits full and open competition. It shall be the offeror's responsibility to advise the Primary Contact in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Primary Contact not later than fifteen (15) days prior to the date set for acceptance of proposals.

1.3 PROPOSALS

Proposals shall be submitted to the **Central Shenandoah Planning District Commission**, by no later than 4:00 p.m. on January 17, 2017.

1.4 RECOMMENDATION FOR AWARD

The recommendation for award will be made by the CSPDC Review and Selection Committee based on review of the proposals and interviews with the top-ranked offeror(s). The CSPDC Review and Selection Committee may narrow the field to two or three applicants for interviews prior to final negotiations and selection.

1.5 FINAL SELECTION AND CONTRACT AWARD

The final selection and contract award will be by the Central Shenandoah Planning District Commission. In all instances, a decision rendered shall be deemed final. Once a contract has been awarded, all respondents will be notified. The awardee of the contract is sometimes referred to herein as the “Contractor.”

1.6 CONTRACT TERM AND RENEWAL OPTIONS

The Contract shall cover the period from July 1, 2017 through June 30, 2022, or an equivalent period depending upon date of contract award. This Contract may be renewed at the request of the CSPDC for up to two (2) additional two-year periods.

In the event the CSPDC exercises its option to extend the contract for two additional years, the service hour rate during the additional years shall be adjusted based on the percentage increase, for the twelve (12) months ending each preceding December (the “Reference Period”), in the Consumer Price Index for All Urban Consumers (“CPI-U”), U.S. City Average, all items (1982-1984=100). The adjusted service hour rate shall be calculated by (1) multiplying the service hour rate for the prior contract year by the percentage increase in the CPI-U during the Reference Period, (2) rounding the product to the nearest one-hundredth of a dollar, and (3) adding the result to the service hour rate for the prior contract year. There shall be no adjustment in the service hour rate if there is either no change or a decrease in the CPI-U during the Reference Period.

The CSPDC will notify the Contractor 6 months in advance of contract expiration of intent to renew the contract. The contract term and all services performed under the agreement are contingent upon Local, State and Federal funding.

1.7 GENERAL INFORMATION

The Central Shenandoah Planning District Commission (CSPDC) invites interested parties to submit proposals for turn-key operation of the BRITE Public Transit Services, operating in the Staunton, Augusta County, and Waynesboro areas of Virginia.

During the evaluation, the CSPDC reserves the right to request additional information or clarification from Proposers, to allow corrections of errors or omissions, and to waive informalities. The method of procurement for this RFP is competitive negotiation. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors listed in in this Request for Proposal, including Attachment 6.6. Interviews may be conducted by the CSPDC Review and Selection Committee with the top-ranked proposers.

Negotiations shall then be conducted with each of the offerors so selected. The offeror shall state any exception to any liability provisions contained in the Request for Proposal

in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each offeror so selected, the CSPDC shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror.

Should the CSPDC determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

Submission of a proposal indicates acceptance by the Proposer of all conditions contained in this Request for Proposals.

There is no expressed or implied intent or obligation for the CSPDC to reimburse responding Proposer for any expenses incurred in preparing proposals or travel expenses during interviews in response to this Request for Proposals.

The CSPDC reserves the right to cancel this solicitation.

1.8 PRIMARY CONTACT INFORMATION

Until the opening of proposals, the Proposer's principal contact with the CSPDC will be as listed below. All questions are to be submitted in writing and potential Proposers will receive copies of all questions and answers except for the questions that are considered proprietary. Questions that are considered proprietary will only be answered to the Proposer who asked the question. Questions will only be received through 12:00 p.m. on December 21, 2016.

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All contacts regarding the proposal should be with the above-named individual only. Proposers contacting other CSPDC staff may be disqualified.

1.9 BACKGROUND INFORMATION

Following the 2010 decennial census when the Staunton-Augusta-Waynesboro region exceeded the population threshold of 50,000, the region was designated an urbanized area by the U.S. Census Bureau. As an "urbanized area" federal urban transit funds, along with state transit funds, were designated to the CSPDC, a public entity, effective

January 1, 2014. Since that time, the CSPDC has administered the urban transit program through a turn-key contract with a private transit provider.

Effective July 1, 2017, the CSPDC will also be the designated recipient of the region's rural transit funds, resulting in one integrated transit service for this region.

1.10 OFFEROR'S MINIMUM QUALIFICATIONS

The following criteria shall be met in order to be eligible for this contract:

Offerors must demonstrate that they have the resources and capability to provide the materials and services as described herein.

Offerors must submit all documentation required herein with their proposal. Failure to provide any required documentation shall be cause for a proposal to be deemed non-responsive and rejected at CSPDC's sole discretion.

Offerors must demonstrate they have a minimum of five (5) years of experience in providing similar local fixed route and paratransit bus operations on a scale equal to or greater than what is listed in the scope of services.

1.11 PROJECT DURATION

As provided in Section 1.6, the contract shall be for an initial five-year period with two two-year renewal terms to be exercised at CSPDC's sole discretion. The contract term and all services performed under the agreement are contingent upon Local, State and Federal funding.

1.12 SERVICE AREA

The transit services that are the subject of this RFP operates within the area that includes the City of Staunton, parts of the County(s) of Augusta and Rockingham, and the City of Waynesboro. This service area is depicted within Attachment 6.1.

1.13 DESCRIPTION OF SERVICES

Current transit services provided within the service area are (i) a fixed/deviated route service and (ii) an ADA-compliant demand response service. Maps of the transit routes, and specifics related to days/ hours of operation, service hours and revenue miles are included within Attachment 6.1. The transit services provided during Fiscal Year 2018 (July 1, 2017 through June 30, 2018) are projected to total 31,300 service hours. This includes approximately 877,500 revenue miles and 295,000 passenger trips.

Fixed/Deviated Route Services: All of the fixed routes may deviate to serve ADA-certified riders, and other riders, by reservation only. This deviation occurs at all times

when, Demand Response service is not operating or cannot meet the need. Therefore, all buses must be lift or ramp equipped and accessible to persons with disabilities.

Demand Response Services: This is origin-to-destination service, primarily to serve ADA-certified riders, by reservation only. All buses must be lift or ramp equipped and accessible to persons with disabilities. Currently rides are booked up to 2 weeks in advance. Minimally, there is a prior day advance notice. Passengers unable to ride alone may bring a personal care assistant who rides for free. Service animals are allowed on these and all buses, but not pets.

Fares: Fare levels are established by the CSPDC.

Current fares are:

- \$0.50 for all fixed-route buses,
- \$0.25 for Staunton trolley and Loop routes
- \$.50 for on-demand or deviated fixed route service in Staunton
- \$.10 reduced fare on the Staunton Downtown Trolley for seniors, the disabled, and Medicare cardholders.
- \$1.00 for on-demand or deviated fixed route service outside of Staunton

It is the responsibility of the Contractor to collect and account for all fares and to follow the fare policy as detailed below in Section 2.11.

SECTION 2: SCOPE OF WORK

All proposals must be made on the basis of, and either meet or exceed the requirements contained herein.

2.1 GENERAL CSPDC RESPONSIBILITIES

- Planning and oversight functions for the CSPDC-funded routes, consistent with adopted planning documents
- Provision of templates or forms for records/data required by the CSPDC
- Marketing and promotion of service
- Public outreach
- Administrative oversight and contract management
- Other functions as deemed appropriate by the CSPDC

2.2 GENERAL CONTRACTOR RESPONSIBILITIES

- Provide the rolling stock (fleet vehicles) as described in the fleet section of this document
- Provide any support vehicles necessary
- Provide shop or other equipment essential to service delivery. Some equipment will be provided by CSPDC as shown on Exhibit A to the Facility License Agreement, Attachment 6.2.
- Provide all support equipment and systems, including computer and software systems, and personnel necessary to begin and maintain operation of service
- All personnel shall be hired and trained, procedures established, a safety and maintenance program developed, facilities and equipment readied for operation, and all other activities pertinent to service commencement.
- Certification of ADA passengers. Provision of ADA compliant paratransit service, including reservations and customer service.
- Conduct all customer service functions.

2.3 SYSTEM OPERATIONS AND MANAGEMENT OVERVIEW

The Contractor will be expected to complete all hours of service daily, based on CSPDC-provided schedules and specified routes; provide insurance as specified in this document; furnish and utilize communication devices with Contractor employees; perform all maintenance, inspections, and service required to maintain the fleet used in the CSPDC transit service to manufacturer standards; establish and maintain a high level of customer service with a goal of zero operator and equipment complaints with respect to the personnel, services, and equipment specified within this RFP; comply with all federal, state and local mandates related to the fleet or service provision; be responsible for payment of all non-vehicle or non-facility related taxes, violations, fines, etc.; and provide statistics and reporting related to the CSPDC service, and in the format requested. Additionally the Contractor shall provide a staffed customer service

function to receive phone calls during all days and hours of service operation, and will compile and prepare reports on customer service related calls, as directed by the CSPDC.

Day-to-day management and operations oversight shall be vested in the Contractor's General Manager, who shall be well-versed in all aspects of deviated fixed-route and paratransit operations. In addition, a responsible senior employee of the Contractor shall be available at all times, either by telephone or in person, to provide oversight and support, or make major decisions. Contractor will provide CSPDC with the name/telephone number/email address of responsible person.

The Contractor shall be responsible for monitoring and reporting all aspects of system operation, including but not limited to: ridership, quality of service, route performance, safety and security, emergency preparedness, coordination of vehicle maintenance, fare collection, and performance of all personnel.

2.4 FIXED ROUTES

The Contractor shall operate all designated routes using Contractor-provided equipment, Contractor-provided operators and street supervisors, and shall provide at the Contractor's expense, all supplies and accessories necessary for safe operation of such vehicles. All related costs shall be included in the Contractor's proposed hourly service rate, except fuel for revenue vehicles which will be provided as a pass-through to the Contractor. The Contractor and Contractor's personnel shall maintain and operate said vehicles and perform the services at all times in a safe, efficient, and lawful manner, and shall comply with all lawful orders, rules and regulations of properly constituted authorities governing the operation of motor vehicles. The Contractor shall complete all scheduled route hours on a daily basis as specified by the CSPDC.

The Contractor agrees that the vehicles used in performing the services shall, at all times, be maintained and operated in a manner satisfactory to the CSPDC and suitable for passenger transportation, and shall comply with ADA requirements for provision of fixed route services. Some equipment which may be used by the Contractor in furtherance of its obligation to provide the services will be provided by CSPDC as shown on Exhibit A to the Facility License Agreement, Attachment 6.2. Additionally, all vehicles are to be equipped with bicycle racks, and internal and external cameras. The Contractor shall maintain all vehicles per the standards of the manufacturer, and in a reasonably acceptable level of cleanliness. The Contractor shall pay all taxes or other levies legally assessed on any vehicle used to perform services for the CSPDC.

The CSPDC may reduce or provide no service on certain holidays. Such changes in service will be determined by the CSPDC and coordinated with the Contractor at least two weeks in advance of the holiday, unless otherwise agreed by the parties. During periods of inclement weather, the Contractor will coordinate with the CSPDC as to the safety and feasibility of continued operations, with the CSPDC having the ultimate decision related to operations.

2.5 PARATRANSIT

The Contractor shall provide paratransit/on-demand service in a non-discriminatory manner in compliance with the requirements of FTA/ADA, and shall strive to meet best practices for overall operational effectiveness and efficiency. This service shall primarily be available to riders who are unable to ride the fixed route service, with origination and destination within $\frac{3}{4}$ mile of a fixed route. As a part of the offeror's proposal, offeror shall submit a comprehensive ADA paratransit plan that includes:

- A description of the eligibility and certification process that will be used, including any eligibility forms
- The reservation/trip request process, including description of software product that will be used for reservation booking/tracking
- ADA reservation center and operator training
- Description of vehicles and related accommodations to be used in provision of ADA paratransit service delivery
- Paratransit service delivery training, including sensitivity training
- A summary of offeror's prior experience in providing ADA paratransit service in similar environments.

2.6 CUSTOMER SERVICE FUNCTIONS

The Contractor shall staff the advertised customer service telephone number and adequately serve the level of inquiries from the public and respond to rider inquiries and concerns. This function shall be available during all service operating hours. A record of inquiries and resolutions shall be maintained and provided to the CSPDC upon request, and at a minimum monthly. This information will be used by the CSPDC and Contractor to improve service delivery.

2.7 SERVICE HOUR RATES

The CSPDC will pay for services on a "service hour" basis, as determined by the CSPDC. A service hour, also called a revenue hour, is defined as the time from first scheduled pickup to last scheduled drop-off, inclusive of any scheduled deadhead time that may be incurred by multiple runs performed. The billable service hours do not include deadhead time to first scheduled pickup or from last scheduled drop-off to storage location.

2.8 ROLLING STOCK (BUSES)

The Contractor will be required to provide the buses, and the CSPDC will continue to utilize federal and state funding levels under the capital cost of contracting. Thus, the Contractor-provided buses may not include any federal or state interest. The offeror's proposal shall include a statement confirming that there is no federal or state interest in the rolling stock planned for use in the CSPDC service. This statement will be forwarded

to DRPT for verification. The capital cost of the rolling stock is to be detailed in cost forms in Attachment 6.5.

Buy America requirements will apply to any revenue rolling stock purchased by the Contractor for use with the transit services described herein. Contractor is responsible for familiarizing itself with and complying with Buy America requirements.

2.9 FUEL

The Contractor is required to provide the fuel for the rolling stock, including spare and support vehicles. There is no provision for storage of fuel at the Transit Facility, and no onsite storage of vehicle fuel is permitted.

CSPDC intends to reimburse the Contractor for actual fuel costs incurred for revenue vehicles only, with no mark-up, subject to the 5% limit described below.

- a) The Contractor is responsible for fueling the revenue vehicles and shall describe the process for fueling its revenue vehicles in the proposal.
- b) Subject to the 5% limitation described herein, CSPDC will reimburse the Contractor for the actual cost for fuel for revenue vehicles only, with documentation of actual fuel use by vehicle and actual fuel purchase. Price per gallon shall be no more than 5% greater than the American Automobile Association (AAA) price per gallon for regular unleaded gasoline and diesel, as shown by the monthly average in the AAA Daily Fuel Gauge Report for Virginia's Charlottesville Metropolitan Area.

2.10 FACILITY

The contractor will use an assigned portion of CSPDC's transit operating and maintenance facility, which is located in Fishersville, Virginia. A license agreement between CSPDC and the contractor will be executed and will outline the contractor's responsibilities with regard to using and maintaining a defined portion of the facility. An unexecuted copy of the agreement is provided as Attachment 6.2.

2.11 FARE COLLECTION

The CSPDC regards fares as an essential funding mechanism for transit operations, and fare levels and policies are established by the CSPDC for the transit service.

The current fare policy is as follows:

- \$0.50 for all fixed route buses,
- \$0.25 for Staunton trolley routes
- \$.10 reduced fare for Downtown Trolley
- \$.50 for on-demand or deviated fixed route service in Staunton

- \$1.00 for on-demand or deviated fixed route service outside of Staunton

Children under the age of ten (10) may ride for free when accompanied by an adult. Additionally –

- Students ride free with presentation of a valid student ID
- Faculty of BRCC and JMU ride free with presentation of a valid ID
- Clients of WWRC ride free with valid ID
- Riders going to or leaving Augusta Health facilities ride free.

It is the responsibility of the bus drivers to communicate and carry out the fare policy. The current fare policy does not include free transfers. Therefore, a single fare is charged each time a rider boards the bus. Fares are paid with exact cash or with tokens.

It is the responsibility of the Contractor to follow the fare policy, and to collect and account for all fare revenues, and to report those fare collections to the CSPDC as requested. The actual fare collections are to be reported and reflected on each monthly invoice for service.

The recently adopted Transit Development Plan (TDP) endorses the creation and sale of transit passes to allow easy access and transfers for frequent riders of the local fixed route system. The Contractor will work closely with the CSPDC to develop strategies and procedures for the creation and implementation of a program to make passes available to transit riders.

2.12 ADVERTISING

The CSPDC regards third-party advertising as a viable revenue stream for funding of transit services. The CSPDC, or their agent, will be responsible for advertising including all decisions with respect to the content, placement, and revenues. The Contractor will be responsible for installation and removal of advertising materials on the exterior and interior of the buses, and will cooperate with the CSPDC to insure that installation and removal is completed as specified in the schedule. Based on experience over the past year, the Contractor's role in supporting CSPDC's advertising efforts is not anticipated to exceed ten hours of labor per month. This effort does not encompass full bus wraps.

2.13 STAFFING AND SUPERVISION

The Contractor shall be responsible for hiring and properly training all personnel necessary to successfully complete the project including drivers, maintenance personnel, dispatchers, and supervisors. Costs for all personnel, including drivers,

supervision and management, and other necessary staff, shall be included in the Contractor's proposed cost per revenue hour.

All Contractor employees shall, at all times, be and remain employees of the Contractor, which is solely responsible for their training, supervision, compensation, promotion and discharge. In addition to the terms and conditions herein, the Contractor will maintain policies to comply with all applicable Federal (FTA) regulations governing workplace anti-drug and alcohol programs in the transit industry. Specified reports summarizing the random and scheduled drug and alcohol testing completions are to be provided to the CSPDC as required by the FTA.

The Contractor shall review and maintain the driving record at least annually of all employees who drive transit service vehicles to ensure the minimum requirements are met with respect to the driving record of Contractor employees. The Contractor shall provide a copy of such records upon request by CSPDC, at Contractor's expense.

The CSPDC reserves the right to require immediate removal or reassignment of any Contractor employee from the CSPDC service it deems unfit for service for any reason, not contrary to law.

Contractor employees shall not be employees of the CSPDC, and the CSPDC shall have no liability or obligation to Contractor employees for any reason, including the removal of Contractor's employees from the CSPDC transit service program by reason of their motor vehicle record or any other reason.

2.13.1 Key Personnel

The Contractor shall employ other persons as are necessary to enable performance of the services outlined in the Contract. Top management positions are considered "key management" and the CSPDC reserves the right to require CSPDC approval of Contractor-proposed candidates for the position of General Manager and Operations Manager/Street Supervisor. These two positions are to be dedicated to the delivery of the BRITE transit services, and shall not be used for any other projects without the prior approval of the CSPDC. The General Manager shall serve as the primary point of contact for the CSPDC. The General Manager and Operations Manager/Street Supervisor shall be identified, and a resume of experience included in the Staffing Plan submitted as part of the offeror's proposal. To the extent allowed by law, the CSPDC reserves the right to require removal of any Contractor employee from the CSPDC service it deems unfit for service for any reason.

2.13.2 Compensation

The attraction and retention of an operator workforce that professionally serves the CSPDC communities is paramount. The Contractor shall make every effort to provide a competitive wage and benefits package to attract and retain staff. To that point, the Contractor shall propose a pay scale that provides at least a comparable starting wage and incremental increases, and to provide, at a minimum, the same benefits as are

provided by other similar transportation suppliers in the Central Shenandoah geographic area for all operators, supervisors, and maintenance personnel. A proposed compensation and benefits plan (detailed by employee classification) shall be submitted as part of the Comprehensive Staffing Plan section of the offeror's proposal.

2.13.3 Pre-employment Checks

At a minimum, the Contractor shall conduct pre-employment DMV checks of the issuing state of the driver's license of all personnel used in direct delivery of service, and shall check DMV records at least every six months. The findings of each record check shall be available to the CSPDC upon request.

Additionally, a DOT physical, criminal background and employment checks, and pre-employment drug and alcohol tests, as prescribed by the U.S. Department of Transportation, are to be completed as part of the pre-employment process. These findings shall be available to the CSPDC upon request.

2.13.4 Operator Requirements

Operators shall meet the following requirements:

- Possession of a commercial driver's license (CDL) of the appropriate class and endorsement.
- Must be at least 21 years of age.
- No more than two moving violations in the last five years.
- No declaration, determination, or adjudication as Habitual Offender.
- If license has ever been suspended, operator shall have the most recent three full years with no violations.
- No more than 2 at-fault accidents within the past 5 years.
- No convictions of reckless driving within the past 5 years.
- None of the following; (1) has been convicted of a felony; (2) any record of alcohol or drug abuse.
- May not be addicted to the use of alcohol or controlled substances.
- Must meet U.S. Department of Transportation requirements for drug and/or alcohol offenses.
- May not be subject to outstanding warrants for arrest.
- Shall be able to read, write, and speak English.

Additionally, bus operator requirements and responsibilities include, but are not limited to the following:

- Tallying all riders/rider types who board the bus.
- Thorough knowledge of the routes, stops, and service area as evidenced by training, testing, and certification prior to operating in revenue service.
- Certification in operation of all routes to allow for reassignment of vehicle operators.

- Training and certification in the operation and use of buses provided by the Contractor.
- Understanding of the fare structure, and ensuring collection.
- Maintenance of a courteous attitude, responding to customer inquiries and concerns.
- Refraining from smoking on or immediately proximate to buses or bus stops, at any time. Refraining from eating, and drinking while driving. Operators are prohibited from using personal cellphones while in revenue service and must store a personal cellphone in a backpack, purse or other such personal accessory while in revenue service.
- Conduct a proper and complete pre-trip inspection of the vehicle at the beginning of each driving shift, and documenting the inspection electronically or in hardcopy.
- Wearing seat belts at all times while vehicles are in operation.
- Ensuring that passengers are encouraged to wear seat belts where available when the bus is in operation.
- Using the highest degree of care in loading, unloading, and securing all wheelchairs, scooters, and other passenger accessibility devices.
- Properly directing, and when appropriate assisting passengers with safe entry and exit from the bus.
- For ADA paratransit service, provide assistance to those ADA paratransit riders who require such assistance with navigating to/from the front door of their origin or destination building. Such assistance is to be provided as long as the operator can keep the vehicle in his or her line of sight.
- Driving safely and displaying proper respect and courtesy to other motorists, bicyclists or pedestrians.
- Obeying and following all traffic laws and regulations at all times.
- Not driving a Contractor vehicle while under the influence of alcohol or drugs.
- Reporting all vehicle or passenger incidents and accidents immediately to the Contractor's dispatcher or supervisor.
- Not leaving the scene of any vehicle or passenger accident without the permission of proper authorities and or the Contractor's dispatcher.
- Utilizing all safety and emergency equipment properly and at appropriate times.
- Having valid driver's license in possession at all times while operating transit vehicle.

2.13.5 Operator Training

The primary responsibility of the Contractor's drivers shall be the safe operation of vehicles and safe transport of transit service customers. The Contractor shall take all necessary steps to ensure that drivers and other Contractor employees are properly trained and proficient with respect to all elements of safety in the operation of vehicles and transport of passengers.

All training costs shall be at the expense of the Contractor. CSPDC requires that new operator training include, at a minimum, 80 hours, plus 8 hours of refresher training each year. New operator training requires both classroom and on-the-road training.

At a minimum, all Contractor employees shall be trained as follows:

- vehicle orientation,
- vehicle inspection,
- vehicle operations,
- defensive driving,
- customer relations (including dealing with difficult passengers),
- sensitivity to the elderly and persons with disabilities,
- proper procedures for wheelchair loading, securement, and unloading
- street operations,
- radio protocol,
- safety and security,
- driving in inclement weather,
- accident and incident procedures, and emergency management,
- drug and alcohol testing program.

As part of the proposal, offerors shall submit a comprehensive summary of the new hire and continuing driver training program, including modules, frequency of training, and certification process.

2.13.6 Uniforms

The Contractor shall provide standardized uniforms requiring the inclusion of any BRITE identification specified by the CSPDC. While on duty, operators shall be well groomed, clean and dressed in complete uniform.

2.13.7 Drug and Alcohol Testing

The Contractor shall establish and maintain a drug and alcohol testing program for its safety-sensitive employees. The program shall include at least pre-employment, reasonable suspicion, post-accident and random testing, per FTA requirements. If the Contractor has a “second chance” policy the program shall comply with FTA requirements. A report summarizing all drug and alcohol related testing is to be forwarded to the CSPDC as requested. The Drug and Alcohol Policy and testing program is to be submitted as part of this proposal.

2.13.8 Scheduling and Dispatching

The Contractor shall be responsible for the scheduling and dispatching of its own employees, doing so in such a way that adequate staffing levels are maintained at all times and continuous service is provided to the public during all scheduled hours of operation. The Contractor shall ensure that all dispatch employees are trained to proficiency in the use of all equipment for the efficient and effective operation of public transportation services.

2.13.9 Communication System

The Contractor shall be responsible for training its employees to proficiency on the proper use of radio or communication equipment, in keeping with FCC requirements.

2.14 TECHNOLOGY REQUIREMENTS

The Contractor shall provide the technology required to operate the transit system in an efficient and effective manner, including but not limited to: computer hardware and software, telephones, radios and office equipment. The Contractor shall be responsible for training its employees to proficiency on the proper use of such technology.

2.15 LEGAL ENTITY

The Contractor shall be a legal entity, licensed to do business in the Commonwealth of Virginia. As part of its proposal, Contractor shall provide documentation of its entity existence and license to do business in the Commonwealth of Virginia.

2.16 FLEET REQUIREMENTS

The Contractor will provide adequate vehicles, per the capacity requirements outlined below. All vehicles must be within the FTA/DRPT requirements for age and mileage at the onset and throughout the term of this Contract. All vehicles must be accessible for people with disabilities.

Vehicle Type	Useful Life
Vans	Minimum of 4 Years or 100,000 Miles
Body on Chassis Vehicles	Minimum of 4 Years or 100,000 Miles
Light Duty Bus (25'-35')	Minimum of 5 Years or 150,000 Miles

Source: DRPT's Section 5311 State Management Plan (January 2015)

As stated previously in this RFP, Contractor-provided buses may not include any federal or state interest. The offeror's proposal shall include a statement confirming that there is no federal or state interest in the rolling stock planned for use in the CSPDC service. This statement will be forwarded to DRPT for verification. At least thirty days in advance of commencement of service, the CSPDC may complete a "condition inspection" of all buses programmed for the CSPDC service. The CSPDC has the right to request and examine maintenance records on any bus, and reserves the right to require removal of any bus from CSPDC service, for reasonable cause.

Initial Fleet Requirements and date for revenue service are as follows:

Number	Vehicle Type	Seating Capacity	Route
1	Trolley Bus	24	Downtown Trolley
2	Body on Chassis	26 to 30	250 Connector
2	Body on Chassis	12 to 14	On Demand
1	Body on Chassis	20 to 24	Waynesboro
1	Body on Chassis	20 to 24	Staunton West & North Loops
1	Body on Chassis	20 to 24	Stuarts Draft
2	Light Duty Bus (25'-35')	29 to 32	BRCC

2.16.1 Spare Buses

The Contractor shall maintain a spare fleet of buses at the recommended ratio of 20%, to ensure that service can be operated in its entirety, and that a spare bus can be dispatched immediately to restore service to passengers on buses unable to complete service due to mechanical failure or accident involvement. The Contractor shall dispatch a spare bus within ten minutes to address any incident that impacts service delivery. The spare fleet must be adequately sized to provide the necessary passenger capacity to replace any of the fleet buses. The trolley may be replaced by a spare bus of equal or greater capacity on a short-term basis.

2.16.2 Electronic Signage

All buses operated in transit service shall be equipped with front exterior, illuminated destination signs, and shall display route and destination information at all times. The specific language for the signs will be agreed upon with CSPDC staff.

2.16.3 Support Vehicles

The Contractor shall provide all support vehicles necessary to support the service delivery, such as maintenance vehicles and road supervisor vehicles.

2.16.4 Vehicle Maintenance

The Contractor shall be responsible for all vehicle maintenance in compliance with manufacturer requirements, and records including but not limited to:

- pre-trip inspections,
- preventive maintenance,
- correction of reported vehicle defects,
- fueling,
- twice-weekly cleaning of interiors and exteriors,
- manufacturer recalls,
- necessary road calls, and
- retention of all records related to vehicle maintenance, by establishing a separate file (electronically or hardcopy) for each vehicle by unit number. The file for each vehicle shall be retained until such time the vehicle is disposed.

The CSPDC expects the buses to be clean (weather permitting) and in good working condition at all times for the sake of safety, public image and customer satisfaction. The CSPDC may inspect for bus cleanliness at any time.

The Contractor shall ensure that sufficient numbers of vehicles are available to properly provide service at all times. The Contractor shall properly document all preventive maintenance, repairs, and cleaning and allow for the inspection of such documentation by CSPDC upon demand. Preventive maintenance inspections must be regularly accomplished at intervals that meet or exceed all applicable state or federal requirements and the manufacturer's recommended standards, procedures, and intervals. A comprehensive maintenance report of PMs performed and due, is to be provided to the CSPDC on a weekly basis.

All costs related to fleet management and maintenance shall be included in the Contractor's proposal. These costs include, but are not limited to, fuel, parts, fluids, sublet, and shop equipment and tools necessary to the performance of maintenance functions.

CSPDC reserves the right to require periodic inspection of all revenue vehicles. Such inspections will be coordinated with the Contractor, and will not adversely impact service delivery. The CSPDC is responsible for the cost of these inspections. Any identified safety-related deficiencies identified in the inspections will be corrected by the Contractor prior to placing the vehicle back in revenue service. All non-safety deficiencies shall be repaired within seven (7) calendar days. Vehicles with deficiencies are subject to re-inspection by CSPDC to ensure that corrective repairs are properly made.

All revenue vehicles shall be equipped at all times with the following safety and accessibility equipment: a fire extinguisher (with up-to-date annual inspection tag), first-aid kit, blood-borne pathogen kit, two (2) complete sets of wheelchair tie-down belts or

devices, functioning communications equipment, a web cutter, and a set of safety triangles. (An alternative or expanded list of safety and accessibility equipment can be suggested.)

A copy of the Contractor's fleet maintenance program, including the bus cleaning schedule, is to be included with the Offeror's proposal.

2.16.5 Vehicle Pre-trip Inspections

The Contractor shall require bus operators to perform a daily pre-trip inspection of the vehicle, using a standardized pre-trip inspection checklist. The checklist may be electronic or hardcopy, and shall cover all items inside and outside the vehicle that affect the safe operation of the vehicle, and provide space where the operator may indicate vehicle defects that need to be corrected.

2.16.6 ADA Accessibility

All buses operated in revenue service shall be ADA accessible with operable ramps or lifts. The Contractor shall have a procedure for regularly checking the working condition of ramps or lifts, and a procedure in place for responding to situations where lifts or ramps fail in service. If the headway to the next bus with a working lift or ramp is more than 30 minutes, alternative transportation shall be dispatched immediately to transport the rider who is unable to board to his or her final destination. On-board stop announcements shall be made at a minimum at all stops served by more than one route. Staff handling reservations and inquiries related to Paratransit service, along with all bus operators are to be trained to proficiency in serving riders with disabilities in a respectful and courteous manner. Additionally, vehicle operators shall be trained to proficiency in operating the accessibility equipment on-board vehicles.

2.16.7 Branding

The CSPDC will require the Contractor to brand the buses to demonstrate to the community that this is a cohesive public transit service. The CSPDC will develop the graphics for the "branding" and will work with the Contractor on the schedule for displaying the graphics on the buses. Based on past experience, the cost for branding equals approximately \$1,500 per bus. This cost is to be paid by the Contractor. The costs related to this effort should be included in the capital cost of the rolling stock.

2.16.8 Future Bus Requirements

During the term of this contract, additional buses may be required for expanded or new service. The CSPDC will provide the Contractor a minimum of five-months' notice to acquire buses, unless otherwise agreed by the parties, and the addition of equipment will be documented in a Contract Amendment.

2.17 BUS STOP SIGNAGE AND SHELTERS

As part of the transit program, there are currently 67 signed bus stops and 5 shelters. This number is subject to change during the term of this contract. Some of the bus shelters are the responsibility of private entities. With the exception of shelters which are the responsibility of private entities, the Contractor is responsible for monitoring and maintaining the appearance and safety of shelters, bus stops and passenger amenities, to specifically include:

- **Bus Stops.** Operators shall be responsible for daily visual inspection of all bus stop areas and bus stop signs for graffiti and trash. Operators shall report any observed issues with the bus stops daily, and the Contractor should take necessary steps to correct any issues within five days.
- **Bus Shelters.** Operators shall complete a daily visual inspection and report any issues with the shelter structure, the shelter pad area, lighting and any graffiti or trash. The Contractor should address and correct these problems within five days.

Any damage to the bus shelter structure or pad area should be documented on an incident report, captured on photographs, and submitted to the CSPDC. With the prior written approval of the CSPDC, the Contractor shall make the repairs to the shelter or shelter pad area, and may submit for reimbursement itemized costs for labor and materials with the monthly service invoice.

With the exception of damage to the shelter structure (including structure glass) or shelter pad, maintenance of bus shelters as detailed above is at Contractor's expense. As part of this proposal, the offeror should submit pricing, on a "per shelter basis" for completing a daily visual inspection and maintaining the publicly-owned shelters.

2.18 DOCUMENTATION OF SERVICE PROVIDED AND MAINTENANCE OF FINANCIAL AND OPERATING RECORDS

The Contractor shall be responsible for completing and submitting to CSPDC certain forms and reports as designated by CSPDC including, but not limited to: monthly operating data, and any other reasonable data as requested by CSPDC according to requirements of the Federal Transit Administration (FTA) or the Virginia Department of Rail and Public Transportation (DRPT). Such data shall be submitted to CSPDC as follows:

- **Monthly Operating and Financial Data.** No later than ten (10) days following the end of a calendar month, the Contractor shall deliver to CSPDC monthly operating & financial data including, but not limited to: total passenger trips carried, total deviation requests, total miles, total hours, total fares collected (detailed by type), total road calls, total collision accidents, missed trips, and revenue hours and revenue miles by route operated, along with an invoice for

services. Vehicle data must include miles by each vehicle and fuel use by vehicle. Data reporting requirements for the ADA paratransit service are provided in Attachment 6.3, which shows a sample ADA Monthly Summary Report.

- **National Transit Database Data.** The Contractor shall collect passenger mile data in designated sampling years per the Federal Transit Administration National Transit Database (NTD) requirements and submit it to CSPDC within 60 days following the end of the calendar year. The Contractor shall collect any other fleet, financial or operating data as required by the NTD.
- **Vehicle Maintenance Records.** The Contractor shall fully document in a timely manner all vehicle preventive maintenance activities, vehicle corrective repairs, vehicle accessibility equipment repairs and preventive maintenance, and vehicle cleaning. In addition to providing summary maintenance reports, the Contractor shall allow CSPDC to timely review such records upon request.
- **Drug and Alcohol Testing Records and Data.** The Contractor shall fully document all testing records in full compliance with the current Federal Transit Administration (FTA) regulations for drug and alcohol testing. This shall include records for pre-employment, random, post-accident, self-reporting, reasonable suspicion, and follow-up testing. Such records shall be maintained in accordance with FTA regulations and the Contractor shall allow CSPDC to review such records immediately upon request. The Contractor shall report drug and alcohol testing data to CSPDC as requested, and provide a copy of the annual MIS for all safety sensitive employees involved in CSPDC transit service delivery. Additionally, a copy of the Contractor's FTA compliant Drug and Alcohol policy is to be submitted with the proposal.
- **Training Records.** The Contractor shall maintain records of all employees training and allow CSPDC to review such records immediately upon request. The Contractor shall preserve and make available all such records listed above during the term of the agreement and for a period of three (3) years from the date of final payment. Administrative costs relating to recordkeeping and data collection shall be at the Contractor's expense.
- **On/Off Counts.** At a minimum of once per year – per route, and for a two week period, operators will document by bus stop, all boardings and alighting from the bus. This data is to be tabulated and summarized by day, and submitted to the CSPDC for planning purposes.

2.19 MASTER AGREEMENTS

The Contractor will be responsible for adhering to requirements spelled out in the current and future FTA and DRPT Master Agreements. Should there be any express conflict

between the Master Agreements and the contract between the CSPDC and the Contractor, the Master Agreements will control.

2.20 TRIENNIAL REVIEW

The triennial review is one of the FTA's management tools for examining performance and adherence to current FTA requirements and policies. It examines how recipients of Program funds meet statutory and administrative requirements and is performed on a tri-annual basis. The Contractor is expected to provide to the CSPDC any data and information required by the FTA in the performance of the review as well as provide access to any and all data, information, or work areas to the review team during the site visit performed as part of the review. Furthermore, the Contractor will endeavor to rectify any negative findings of the triennial review with the assistance of the CSPDC.

2.21 RETENTION OF RECORDS

In addition to the retention of records required in other sections of this RFP, including but not limited to the retention of records as required by Attachment 6.4 and Section 2.16.4, Contractor further agrees to retain records which relate to litigation or the settlement of claims arising out of the performance of the resulting agreement, or costs under the resulting agreement as to which exception has been taken by the auditors until two years after such litigation, claims, or exceptions have reached final disposition.

2.22 RIGHT OF ENTRANCE UPON THE PORTION OF THE TRANSIT FACILITY USED BY THE CONTRACTOR

The Contractor shall permit and allow any duly authorized CSPDC employee or representative to enter upon any part of the Contractor's portion of the transit facility at any time with no advance notice. The Contractor shall permit and allow any duly authorized CSPDC employee or representative to inspect auditing, financial, or operating records. No notice shall be required for on-road vehicle inspections to be conducted by CSPDC. The Contractor shall instruct its drivers to allow CSPDC personnel, and official representatives of FTA and its representatives to have right of entry on vehicles upon showing proper identification.

2.23 POLICIES AND PROCEDURES

The Contractor shall be responsible for developing and enforcing its own policies and procedures related to human resources management. The CSPDC, with appropriate input from Contractor, shall develop policies and procedures directly related to the operation of the transit system. The Contractor shall implement these in a precise and timely manner. The Contractor shall NOT be authorized to alter standard operating procedures, service configuration or timetables without the express written consent of the CSPDC.

2.24 ACCIDENT/INCIDENT REPORTING

All accidents involving a transit service vehicle or that result in any personal injury to passengers, drivers or the general public or that result in damage to transit service or other vehicles and/or other property, regardless of severity, shall be reported verbally or by phone or fax or electronic mail to the CSPDC designee immediately.

A complete written report in compliance with applicable state and federal requirements shall be forwarded to CSPDC providing details within forty-eight (48) hours of the accident. The Contractor shall make its employees available to CSPDC for interview at the CSPDC's request.

All requests for information from the media concerning the transit services discussed herein, or any other service offered by the CSPDC, and specifically accidents or incidents, shall be the responsibility of CSPDC. The Contractor shall refer to the CSPDC any questions from the media about the transit services, CSPDC's other services, and accidents or incidents. Contractor employees are specifically prohibited from speaking to the media about accidents and incidents involving the transit services. It is the Contractor's responsibility to educate staff on these requirements.

2.25 CUSTOMER SERVICE

With the exception of requests from the media, the Contractor shall be responsible for the customer service aspect of the transit system, including but not limited to: staffing the reception desk at the transit facility during the core hours of 8:00 AM to 4:30 PM, outreach, disseminating information, answering questions, responding to requests, distributing route brochures, implementation of a pass system if CSPDC makes that decision, driving buses safely and smoothly, and keeping the vehicles clean.

The Contractor shall be responsible for providing outstanding customer service in keeping with the CSPDC's and other service stakeholder's expectations.

2.26 COMPLAINT PROCEDURES

The Contractor shall be responsible for handling customer complaints regarding the transit service, and shall develop and maintain a system for taking, recording and resolving such complaints in a timely manner. The Contractor shall have a standardized form on which office staff may collect information, and ensure that a supervisor or manager acknowledges and responds to all customer complaints within 48 business hours, when possible. The Contractor shall forward in writing any complaints it may directly receive from a transit services customer along with a description of its action(s) to resolve the complaint to the CSPDC as soon as is reasonably possible. In addition, a monthly summary report of all calls received, and reason for the call, and outcome is to be provided to the CSPDC as a component of the monthly reporting process.

2.27 START-UP PLAN

Proposers shall provide a detailed start-up plan in their proposal. This plan must include timeframes and major milestones for each major task of the implementation. This should include, but not be limited to; hiring of staff, occupancy of facilities, utilities, telephones and vehicles (all shall be in place at least 15 days prior to implementation). Training of all staff must be completed five business days prior to implementation. Offeror must develop a plan to recruit, hire and train drivers, without interfering with the current service.

2.28 TRANSITIONS BETWEEN CONTRACTORS

There is a transition period that results from a contract negotiated with this procurement, and there is a transition period that will occur at the end of the contract that results from this procurement. The Contractor will cooperatively participate in the transition periods, defined as the 120 day period prior to another contractor starting a new contract.

As appropriate and needed, the contractor will cooperatively participate in meetings, transfer of appropriate records, and allow access to the Transit Facility during the transition periods. This is important to ensure a smooth transition that results in minimum service disruption to operations. As requested by CSPDC, the incumbent Contractor must make pertinent records accessible to both CSPDC and new Contractor within three days of CSPDC's request.

SECTION 3: INSURANCE AND OTHER CONTRACT CONDITIONS

3.1 INSURANCE

The Contractor is responsible to secure and maintain, at its own expense, the following types of insurance:

General Liability: The Contractor shall provide and maintain general liability coverage for bodily injury (including but not limited to sexual abuse or molestation) and property damage of \$5,000,000 combined single limit for any one occurrence.

Automobile Liability: The Contractor shall provide and maintain automobile liability coverage for all revenue and non-revenue vehicles used in the project for bodily injury and property damage to a combined single limit of \$5,000,000 for any one occurrence.

Collision and Comprehensive: The Contractor shall provide and maintain collision and comprehensive physical damage coverage on all revenue and non-revenue vehicles used by Contractor or under Contractor's care, custody or control. Coverage shall be in an amount acceptable to CSPDC but in no event less than replacement cost coverage that would be sufficient to replace damaged or totaled vehicles with vehicles of the same or similar functionality.

The CSPDC, its commissioners and employees shall be named as an "additional insured" on the Automobile and General Liability, collision and comprehensive policies, and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the CSPDC may possess." (Use "loss payee" where there is an insurable interest).

Workers Compensation: The Contractor shall provide Employers Liability at \$1,000,000 each accident, each disease (employee), and each disease (aggregate).

Unemployment Insurance and Taxes: According to the law of the Commonwealth of Virginia.

All insurance coverage required to be maintained or provided by the Contractor must be with insurance companies licensed and admitted by the Commonwealth of Virginia.

All policies for automobile, collision and comprehensive, and general liability must name CSPDC as additional insured as stated above.

Certificates of insurance (except unemployment insurance) are to be submitted to CSPDC on an annual basis, or when expired, and immediately when carriers or coverage limits change.

All insurance costs shall be at the expense of the Contractor. Failure to maintain all insurance coverages as listed above at any time during the duration of the project may result in immediate termination of contract.

3.2 HOLD HARMLESS

The Contractor shall, indemnify, defend, and hold harmless the CSPDC from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "CSPDC" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the CSPDC or to reimburse the CSPDC for its attorneys' fees and costs related to the claim. The duty to indemnify set forth herein shall include all liability incurred whether or not such liability is incurred during the term of the Contract. The CSPDC is prohibited by law from indemnifying Contractor and/or any other third parties.

3.3 PERFORMANCE REQUIREMENTS

The Contractor shall strive to maximize ridership, fare box recovery and on-time performance; while minimizing road calls, vehicle damage and complaints. This shall be accomplished by initial and ongoing employee training, street supervision, random checks, corrective personnel actions, and standards that may be established by the CSPDC.

3.4 FLEXIBILITY IN ADJUSTING SERVICES

The CSPDC shall have the ability to increase or decrease the overall service hours based upon funding changes without any amendment to the contract resulting from this RFP, provided that those funding changes have been communicated to the Contractor in writing at least 60 days prior to the change.

In the event that there are actual or anticipated service hour changes resulting in a greater than ten percent increase or decrease in annual service hours from the base level of 31,300 (for the first year of the contract) or from the prior year service hours (for all subsequent years), the service hour rate for the next contract year may be opened for renegotiation if agreed to by CSPDC. A decision to open the service hour rate for renegotiation will be at CSPDC's sole discretion, and any renegotiation of the service hour rate will be subject to the limitations of Virginia Code Section 2.2-4309 and any other applicable laws or regulations.

3.5 CSPDC RESPONSIBILITIES

CSPDC shall be responsible, with the cooperation of the Contractor, for developing and establishing all policies related to the provision and operation of transit service. Additional responsibilities of CSPDC include the following:

Transit Manager. The CSPDC Transit Manager will serve as the Contractor's point of contact with the CSPDC and the person responsible for overseeing the Contractor's performance, and administering the contract resulting from this RFP. The Transit Manager or another CSPDC staff member shall be responsible for addressing all media inquiries pertaining to the service.

Marketing/Public and Media Relations. The CSPDC shall provide all marketing, public relations except for public inquiries pertaining to service, and media relations for the transit system. The Contractor is expected to cooperate with and support approved marketing efforts that may include but not be limited to: distribution of materials and/or surveys, website updates and other such activities. The Contractor may be asked to have staff participate in community meetings and events, to provide information and promote the transit service(s).

CSPDC will develop and maintain at its expense a continually updated transit website with general information about the transit service complete with information on routes, fares, and policies. CSPDC shall also complete the design and professional production of transit supportive information materials such as a system map and timetables for the transit service.

Transit Advisory Committee (BTAC). To assist in the planning and delivery of service, the CSPDC has established a Transit Advisory Committee to provide input and recommendations to the Commission and CSPDC staff. The Contractor will participate in BTAC meetings as a non-voting member, providing information and suggestions to the BTAC.

Citizen Participation. CSPDC is responsible for planning and conducting all citizen participation meetings and/or public hearings associated with the evaluation of service quality and the development of service improvements. The Contractor's General Manager or a mutually agreed upon designee shall attend these meetings and/or public hearings and participate in them as appropriate.

Payment of Invoices. CSPDC shall review monthly invoices submitted by the Contractor to ensure accuracy of requested reimbursement. Adjustments may be made by CSPDC based on monthly audits of data included in daily manifests. CSPDC shall pay approved Contractor invoices, as adjusted, within fifteen days of receipt.

Funding. CSPDC will be responsible for making application for and securing federal, state and local funding for the operation and maintenance of the transit system.

3.6 CONTRACT TERMINATION AND CLAIMS

The CSPDC reserves the right to terminate the contract if the Contractor does not perform as required by the terms of the Contractual Agreement. Reasons for termination may include, but are not limited, to the following:

- Failure to adhere to tasks and services outlined within this RFP, and the resulting contract.
- Failure to provide sufficient personnel and key personnel as submitted in the Contractual Agreement.
- Substitution of the Team or other identified personnel without prior approval of the CSPDC.
- As required by federal law, a determination that termination of the contract is in the Government's best interest.

Prior to termination, CSPDC will send a cure notice to the Contractor, identifying performance deficiencies and providing a reasonable timeframe within which Contractor may attempt to rectify the deficiencies.

3.6.1 Contractual Claims

All contractual claims for money or other relief shall be adjudicated using the following procedure:

- (a) Notice. The Contractor shall give written notice of his or her intention to file a contractual claim to the Executive Director of the CSPDC at the time of the event or the beginning of the work upon which the claim is based.
- (b) Claim. Contractual claims must be submitted in writing to the Executive Director of the CSPDC no later than 60 days after final payment.
- (c) Decision. The Executive Director of the CSPDC or an authorized designee shall make a written decision addressing the claim within 90 days of submission.
- (d) Appeal. The decision of the Executive Director of the CSPDC will be final unless the contractor files a timely Letter of Appeal pursuant to the administrative appeals procedure described below.

Administrative Appeals Procedure.

- (a) Appealable decisions. Any Contractor may appeal a decision addressing a Contract claim. Protests by any offeror will be governed by the procedures set forth in Section 5.3 of this RFP.

- (b) Appeals process. All administrative appeals shall be adjudicated using the following procedure:
- (1) Institution. A person entitled to appeal a decision listed in paragraph (a) by filing a Letter of Appeal with the Executive Director of the CSPDC within 10 days of the date of the decision being challenged. No appeal will be allowed if the Letter of Appeal is untimely.
 - (2) Sufficiency of Letter of Appeal. The Letter of Appeal shall specify the basis for the appeal, the relief sought, and whether a hearing is requested.
 - (3) Decision Without Hearing. If a hearing is not expressly requested, the Executive Director of the CSPDC shall render a written decision within 10 days of receiving the Letter of Appeal.
 - (4) Hearing & Decision. If a hearing is requested, it shall be held within 30 days of receipt of the Letter of Appeal. The hearing will be conducted by a disinterested arbiter appointed by the Executive Director of the CSPDC. The arbiter should be an attorney-at-law. Each party will have the opportunity to present pertinent information during the hearing. The hearing shall be an informal administrative proceeding, rather than a judicial-like trial, but it is nevertheless the appellant's burden to produce evidence sufficient to show that the Executive Director's decision was erroneous. The hearing shall be recorded and should be transcribed. A final decision with findings of fact will be issued within 21 days of the hearing.
- (c) Judicial Review. For matters which are appealable under paragraph (a), the process set out in paragraph (b) is a mandatory pre-requisite to the filing of any judicial action against the CSPDC. After the completion of such process, however, such a judicial action may be filed within 21 days of the issuance of the arbiter's decision and not afterward. Such arbiter's decision shall be presumed correct and shall not be set aside unless (i) it reflects a material legal error or (ii) it is factually unsupported by the record of the arbiter's hearing. The arbiter is entitled to assess the credibility of all witnesses and such assessments shall not be attacked judicially.

3.7 SUBCONTRACTING

Subcontracting to other firms, corporations, partnerships, agencies, or individuals for the actual provision of transit service or vehicle maintenance is not allowed without the advance written approval of CSPDC.

Offerors who intend to subcontract for any of the service requirements of this document should provide detailed information on the subcontracting arrangement and agreement as part of the proposal.

3.8 ASSIGNMENT OF CONTRACT

The Agreement may not be assigned in whole or in part without the prior written consent of the CSPDC. The rights and obligations of the Contractor are personal and may be performed only by the Contractor. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

SECTION 4: PROPOSAL SUBMISSION

4.1 SUBMISSION OF PROPOSALS

An Original copy (so marked) of the Proposal and three (3) copies and one (1) digital copy to include a title page showing the RFP subject; the Proposer's name, address, telephone number and email of a contact person. The Proposal must be received on or before the date and time set for receipt of proposals. Proposals should be clear and straightforward, and not exceed 30 pages in length excluding attachments.

4.2 PROPOSAL CONTENTS

Proposals shall contain a minimum of the following:

1. A Cover Letter, signed by an officer of the responding firm, which states that the information contained within the proposal is accurate and complete.
2. A description of the organization or firm including its legal status, authority and or licenses to operate. The description shall include the major business functions, history, and organizational structure including location of firm's headquarters and major offices, management organization with names and locations of managing director(s) for this project.
3. A Client List for the past five years. The list shall include a list of current and past clients for which similar transit services have been provided. Such client list shall include references, including the client organization name, address, contact person, telephone number, email address, number of vehicles operated for client, etc.
4. Copy of the last three years of most recently completed financial audit. Proposers may be required to submit additional financial statements to demonstrate that the Proposer is financially responsible to receive the award.
5. Legal status of the organization.
6. A statement confirming if the organization has ever defaulted on a contract and if there are any legal actions currently against, or anticipated to be against, the organization.
7. A summary of the past three years of accident claims paid out as part of any transportation service operated by the organization, and include a description of the safety history of the Proposer with respect to the provision of contracted bus transit services.

8. A Comprehensive Staffing and Compensation Plan including numbers of operators and support staff, a recruiting and hiring plan, and proposed compensation and benefits programs. Additionally, complete resumes of the key personnel proposed for assignment to the service shall be included. Copies of Offeror's Personnel policies and procedures and Operator handbook shall be included.
9. A copy of the Offeror's drug and alcohol policy, along with a detailed outline of the Offeror's FTA-compliant drug and alcohol testing policies and procedures.
10. A comprehensive ADA-compliant Paratransit program description including certification guidelines and procedures, reservations procedures, supporting software, and complaint resolution.
11. An outline of all operator and employee training programs, both classroom and behind the wheel, including new-hire training and continuing education.
12. A vehicle maintenance program that meets or exceeds the manufacturer's recommended service plan for vehicles being used as a part of the project. The Vehicle Maintenance Plan shall include how and where the maintenance/repair work is to be successfully completed (i.e. in-house vs. subcontracted) and details regarding the steps in the preventive maintenance program, including scheduled inspection intervals, maintenance program for preventive maintenance, and repair of vehicle accessories, such as wheelchair lifts and communications equipment, as well as a backup vehicle and tow plan in the event of vehicle breakdown or failure to return to service.
13. A start-up plan including staff resources and timeline that demonstrates ability to begin service on the Contract commencement date.
14. FTA Certifications (Attachment 6.4). The Proposer shall certify and sign the certifications included within Attachment 6.4 and include them in his/her proposal.
15. The fleet plan for vehicles that will be used in the delivery of transit service.
16. The Unbundled service hour rate form is to be completed for the initial service year, detailing the projected cost for the delivery of service; see Attachment 6.5.

Identification of Any Parts of Proposal that are Proprietary: The proposer may invoke the protections of Virginia Code Section 2.2-4342 with respect to trade secrets or proprietary information contained in the Proposal. Any trade secrets or proprietary information that

the proposer discloses to CSPDC regarding this RFP must be clearly marked or identified as protected, and a written justification must be provided as to why protection is necessary.

4.3 COMPLETED PROPOSALS

Proposers shall send their completed Proposals to the following person at the address indicated. Further, they should indicate the RFP number and Firm Name on the outside of the sealed Proposal Package to:

Bonnie Riedesel, Executive Director
Central Shenandoah Planning District Commission
112 MacTanly Place
Staunton, VA 24401
Phone: (540) 885-5174
E-mail: bonnie@cspdc.org

4.4 TIMELY COMPLETION

All Proposers by virtue of submitting a proposal agree to meet the project schedule as outlined in this RFP.

4.5 APPLICABLE LAW AND VENUE

The work performed by the successful Proposer in response to this RFP shall be in compliance with all applicable federal, state, and local laws and their respective rules and regulations. The successful proposer shall ensure that all applicable federal requirements shall flow down to any sub-recipients or subcontractors.

This compliance shall be at the successful Proposer's expense. The laws of the Commonwealth of Virginia will apply to any claim at law or in equity arising from this RFP, from any contract entered hereto, or from services provided pursuant to such contract, unless federal law applies to such claim. Venue for any legal action arising out of the resulting contract and between the parties hereto shall be exclusively in Staunton, Virginia.

4.6 INDEMNIFICATION

In addition to the indemnification in Section 3.2, the selected firm shall, to the extent permitted by law, indemnify and hold harmless CSPDC, as well as any of its agents, officials, and employees, from all claims, demands, actions, liabilities, losses, suits, judgments, costs, and expenses, which may directly or indirectly arise from, or be incurred as a result of the firm's acts or omissions, including acts or omissions of its employees, servants, and agents. CSPDC will give prompt notice of any suits or claims instituted and will give all needed information to the firm for defending itself through counsel.

SECTION 5: EVALUATION OF PROPOSALS

Proposals submitted will be evaluated by the CSPDC Review and Selection Committee. The Proposals will be evaluated, weighted and scored using the factors outlined in Attachment 6.6 to this RFP. The Committee will narrow the field to two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors outlined in Attachment 6.6 to this RFP.

Interviews may be conducted with the offerors so selected.

Negotiations shall then be conducted with each of the offerors so selected. The offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each offeror so selected, the CSPDC shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror.

Should the CSPDC determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

5.1 RIGHT TO REJECT PROPOSALS

Submission of proposal indicates acceptance by the Proposer of the conditions contained in this RFP unless clearly and specifically noted in the submitted proposal and confirmed in the subsequent contract between the CSPDC and Proposer selected.

The CSPDC reserves the right to reject any or all proposals and award the Proposer that it deems most qualified that will accrue to the best interests of the CSPDC.

Proposals submitted after the submittal date will not be accepted. Prospective proposers are held responsible that their proposals arrive at the CSPDC office on or before the designated time and date.

The Proposer reserves the right to withdraw a proposal on or before the designated time and date and time set for opening and acknowledging proposals. Requests made after the time and date set for opening and acknowledging proposals will not be considered.

5.2 ERRORS IN PROPOSALS

Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and scope of work before submitting proposals. Failure to do so shall be at the Proposer's own risk. Proposers will not be allowed to withdraw proposals or correct errors in proposals after the date and time set for opening and acknowledging proposals.

5.3 PROTEST

A Proposer may protest an intent to award of contract by submitting their protest in writing to CSPDC, and shall state the basis for the protest and the course of action that the protesting party desires CSPDC to take. A protest based upon restrictive specifications or other provisions of the RFP must be received by the Executive Director at the address listed herein not later than seven (7) calendar days prior to the deadline set for receipt of proposals.

A protest based upon any other grounds must be received by the Executive Director at the address listed herein not later than ten (10) calendar days after the award or the announcement of the decision to award, or if the protest of any actual or potential offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction that are subject to inspection under Virginia Code Section 2.2-4342, then the time for submitting a protest shall expire ten days after those records are available for inspection by such offeror.

If the protest does not meet these requirements, CSPDC may reject the protest or allow the protesting party a reasonable time to correct the deficiencies in the protest documentation. CSPDC shall not be obligated to postpone a contract award in order to allow a Proposer to correct a deficient protest, unless otherwise required by law.

Upon receipt of a properly submitted protest, CSPDC shall review the protest and provide a written ruling on the protest to the protesting party in accordance with CSPDC's procurement policy.

CSPDC shall not be obliged to postpone selection or contract award pending resolution of a protest, unless otherwise required by law.

SECTION 6: ATTACHMENTS

Attachment 6.1 – Public Transit Service Area Route Maps

- All Routes
- 250 Connector Weekdays
- 250 Connector Saturdays
- Downtown Trolley
- Saturday Night Trolley
- North Loop
- West Loop
- Waynesboro Circulator
- Stuarts Draft Link
- Blue Ridge Community College South
- Blue Ridge Community College North

Attachment 6.2 – Facility License Agreement

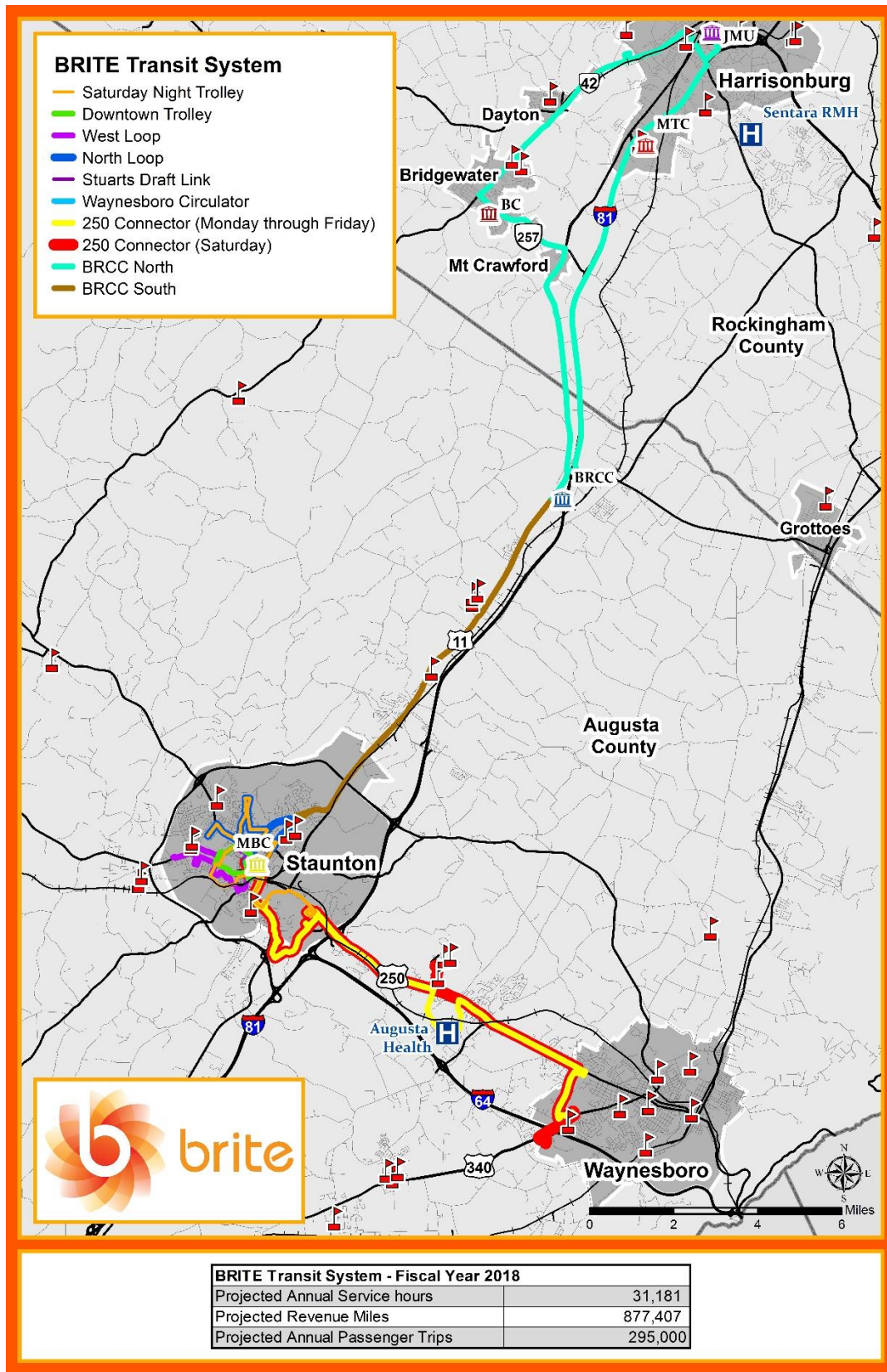
Attachment 6.3 – ADA Monthly Service Report

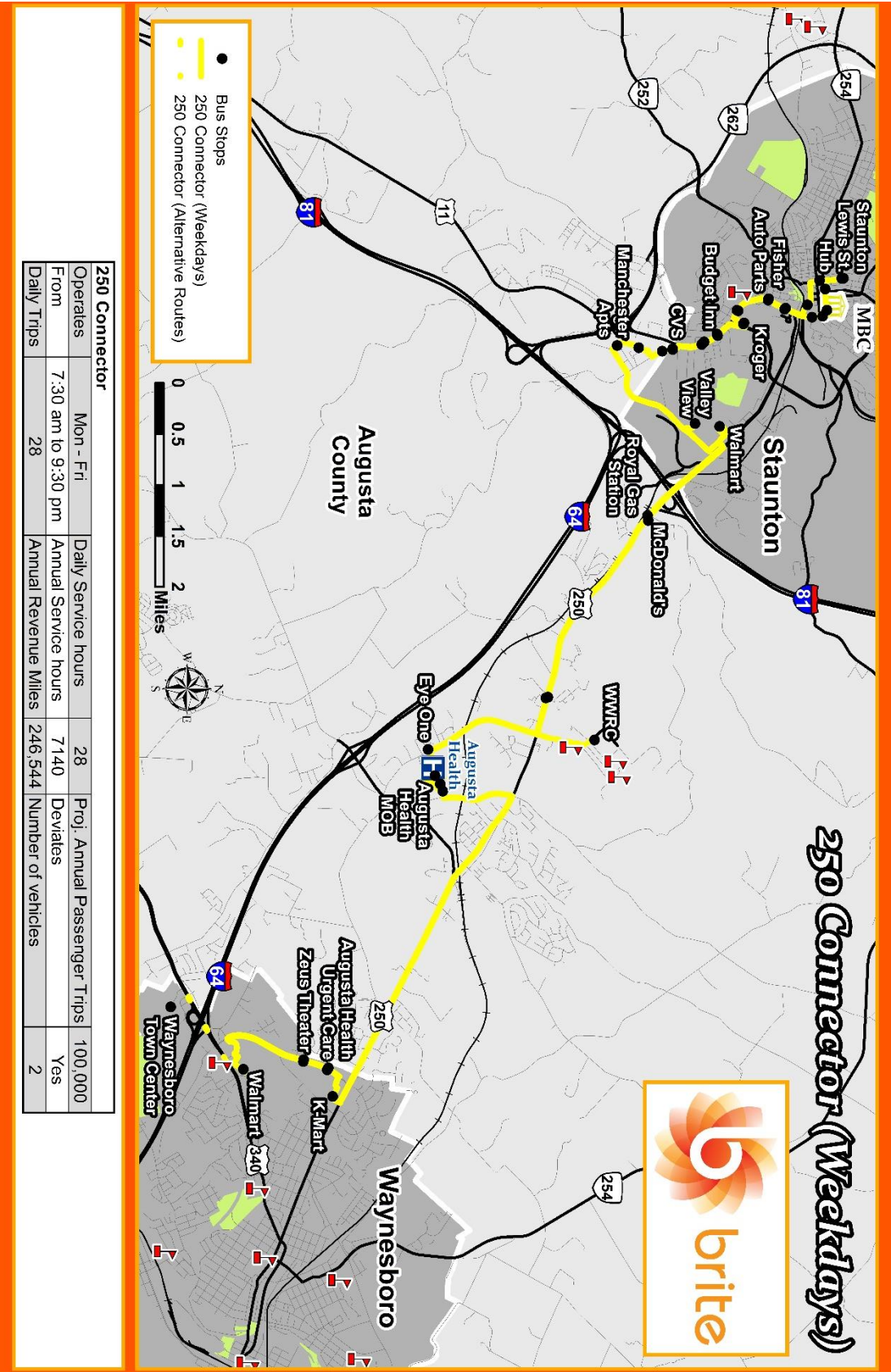
Attachment 6.4 – FTA Certifications and Required Clauses

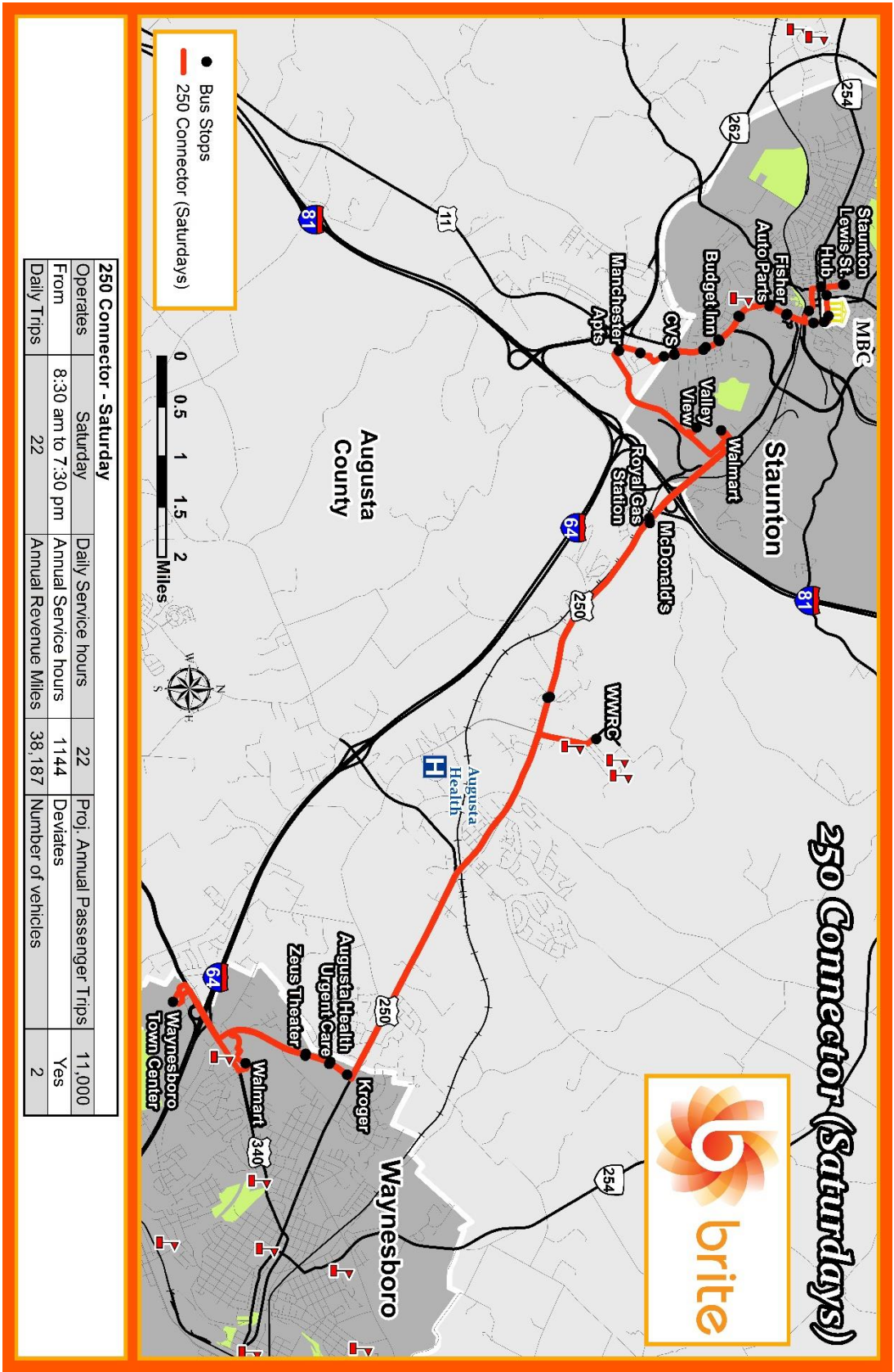
Attachment 6.5 – Cost Proposal Form and Unbundled Service Hour Rate Form

Attachment 6.6 – Proposal Evaluation Criteria

Attachment 6.1 – Public Transit Service Area and Route Maps



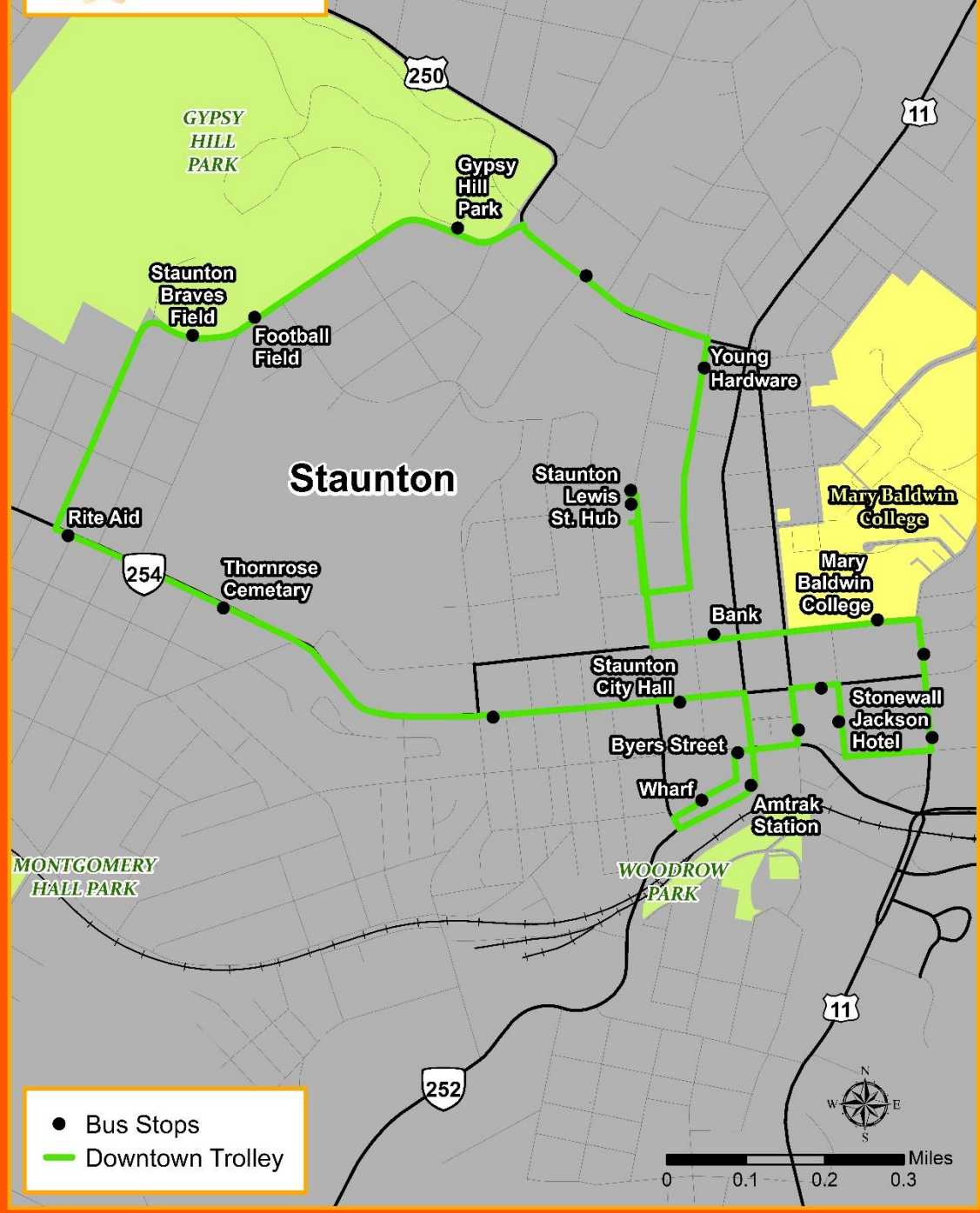




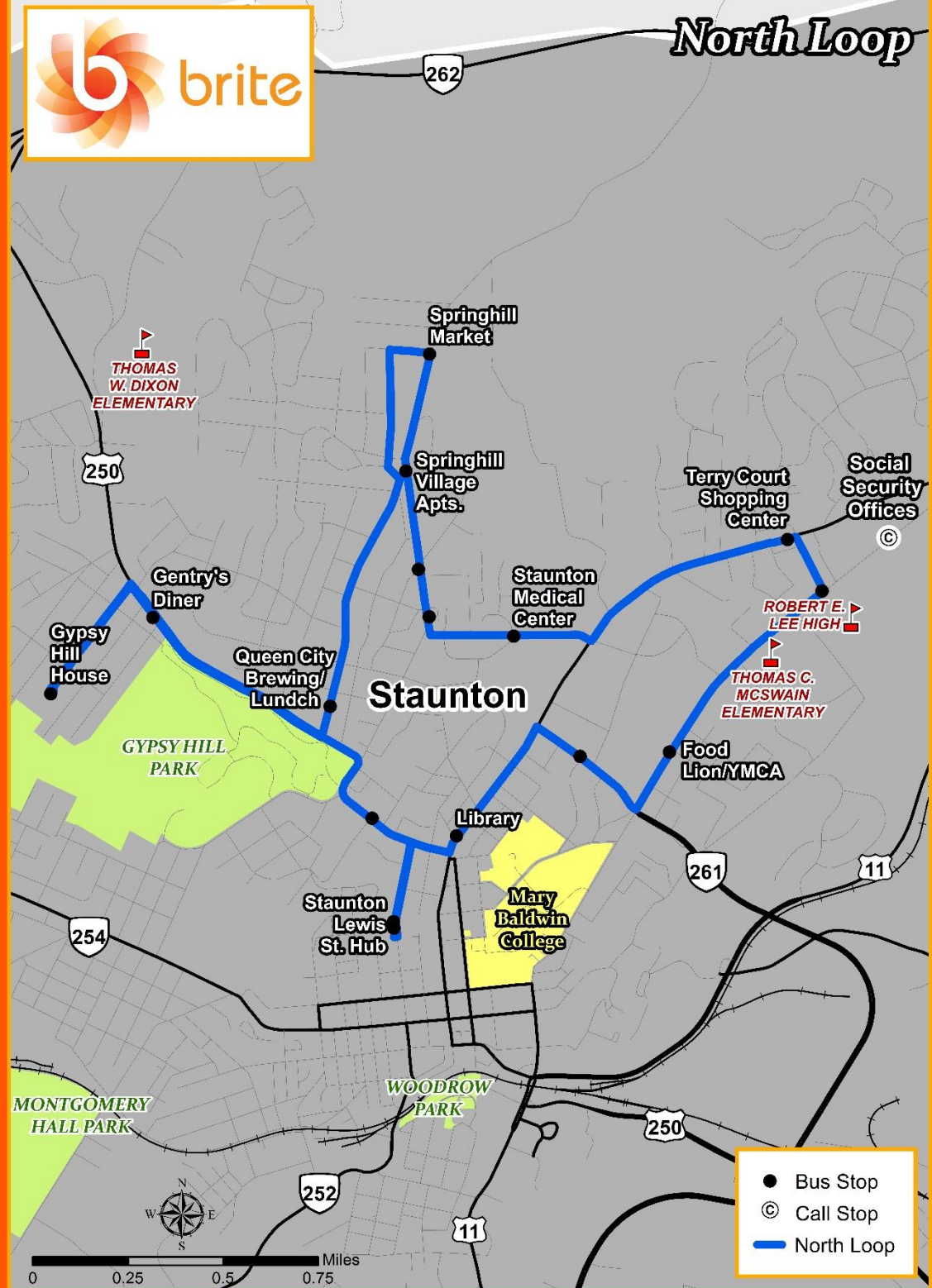
250 Connector - Saturday				
Operates	Saturday	Daily Service hours	22	Proj. Annual Passenger Trips
From	8:30 am to 7:30 pm	Annual Service hours	1,144	Deviates
Daily Trips	22	Annual Revenue Miles	38,187	Number of vehicles
				2



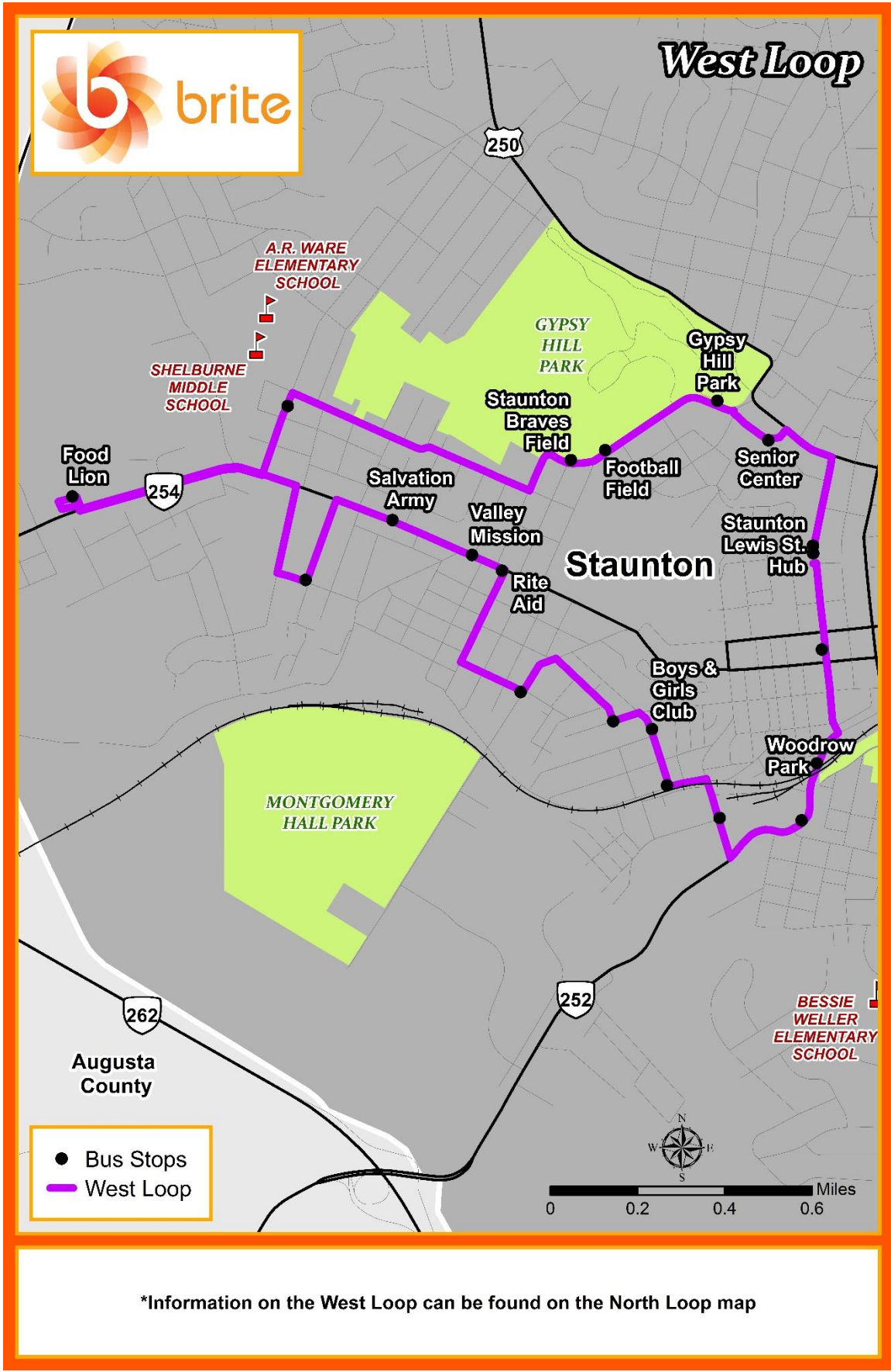
Downtown Trolley



Downtown Trolley					
Operates	Mon - Fri	Daily Service hours	11	Proj. Annual Passenger Trips	35,000
From	10:00 am to 9:00 pm	Annual Service hours	1144	Deviates	Yes
Daily Trips	22	Annual Revenue Miles	11,276	Number of vehicles	1

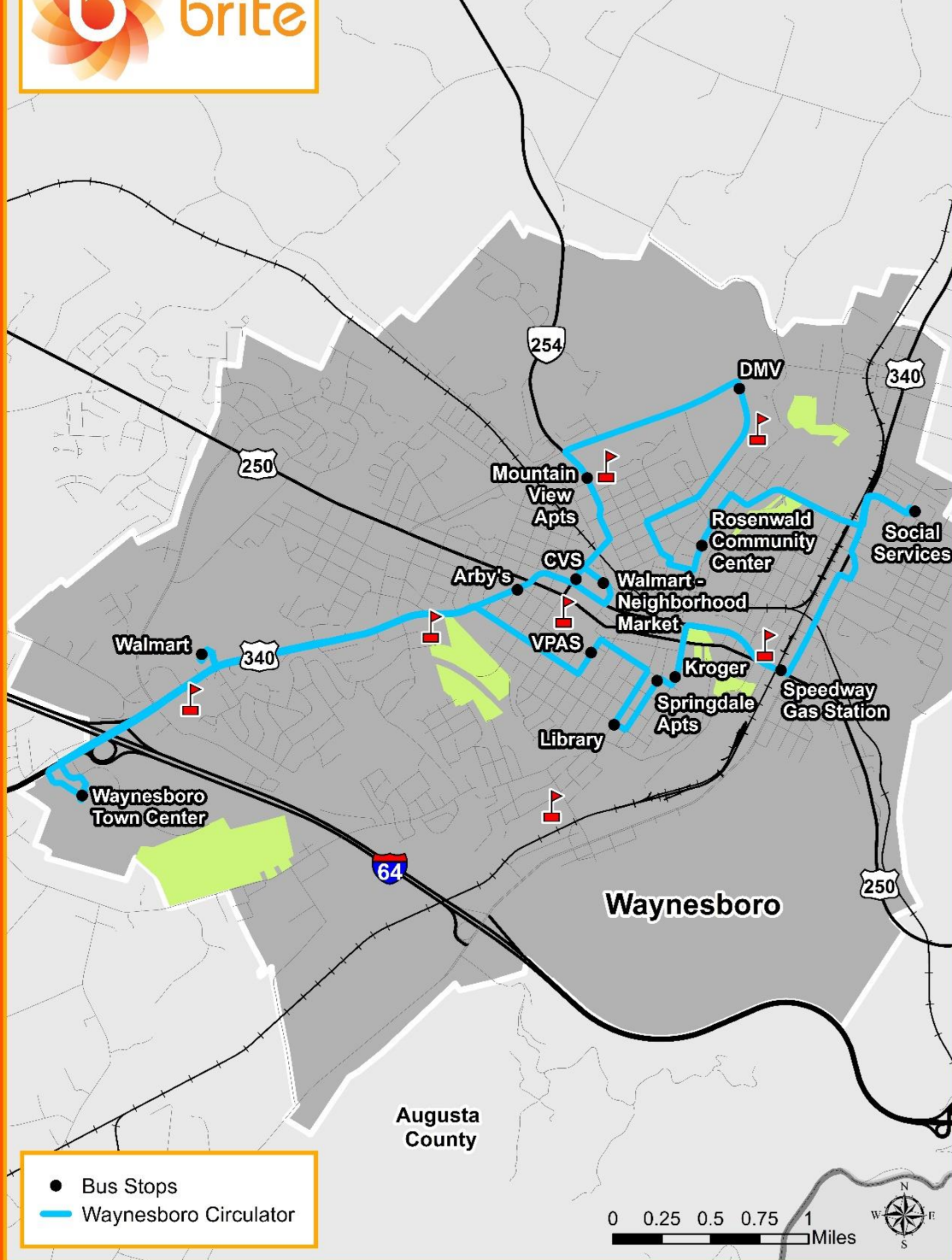


North and West Loops					
Operates	Mon - Fri	Daily Service hours	13	Proj. Annual Passenger Trips	35,000
From	8:00 am to 9:00 pm	Annual Service hours	3315	Deviates	Yes
Daily Trips	13	Annual Revenue Miles	45,183	Number of vehicles	1





Waynesboro Circulator

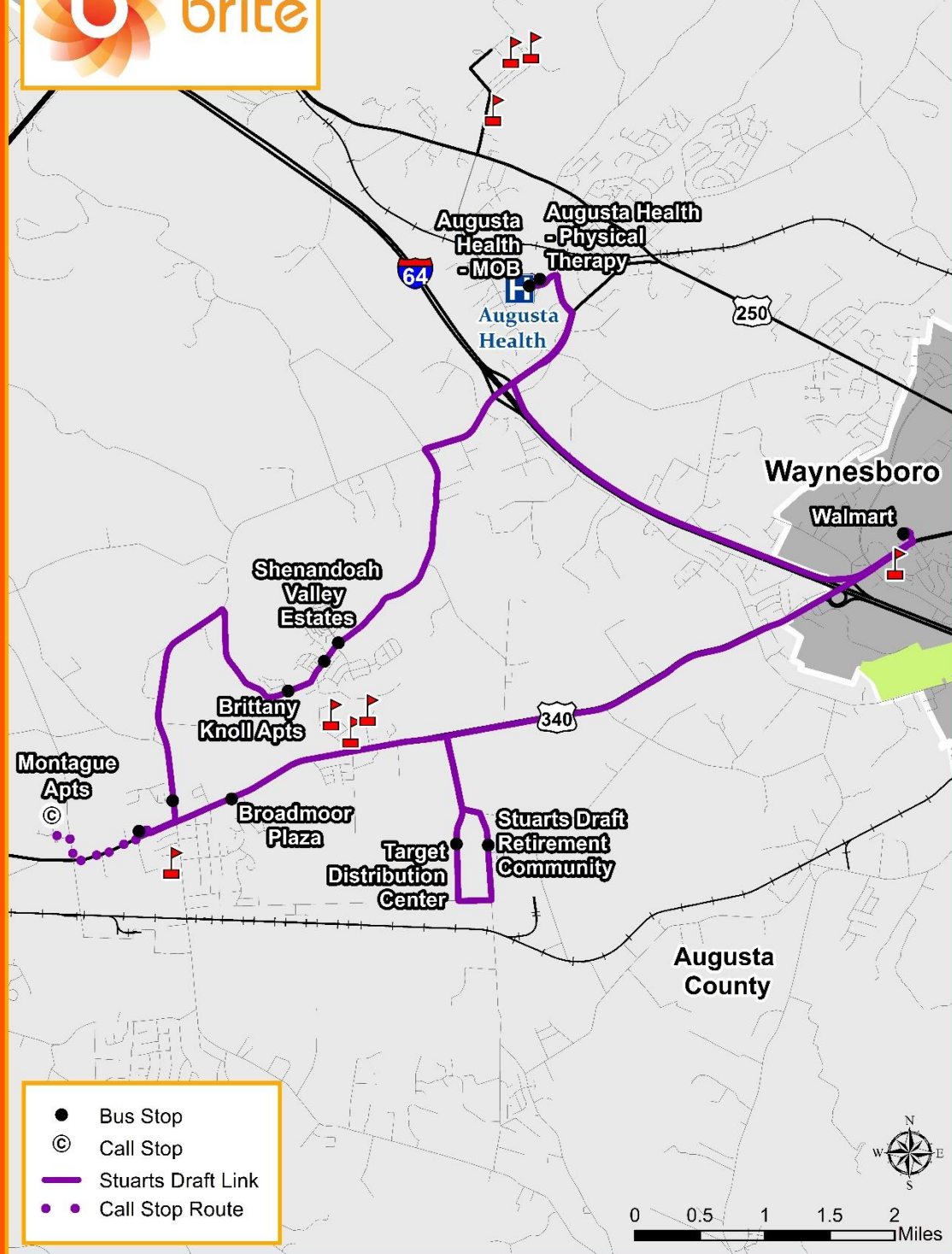


Waynesboro Circulator

Operates	Mon - Fri	Daily Service hours	12	Proj. Annual Passenger Trips	35,000
From	6:30 am to 6:22 pm	Annual Service hours	3060	Deviates	Yes
Daily Trips	12	Annual Revenue Miles	47491	Number of vehicles	1



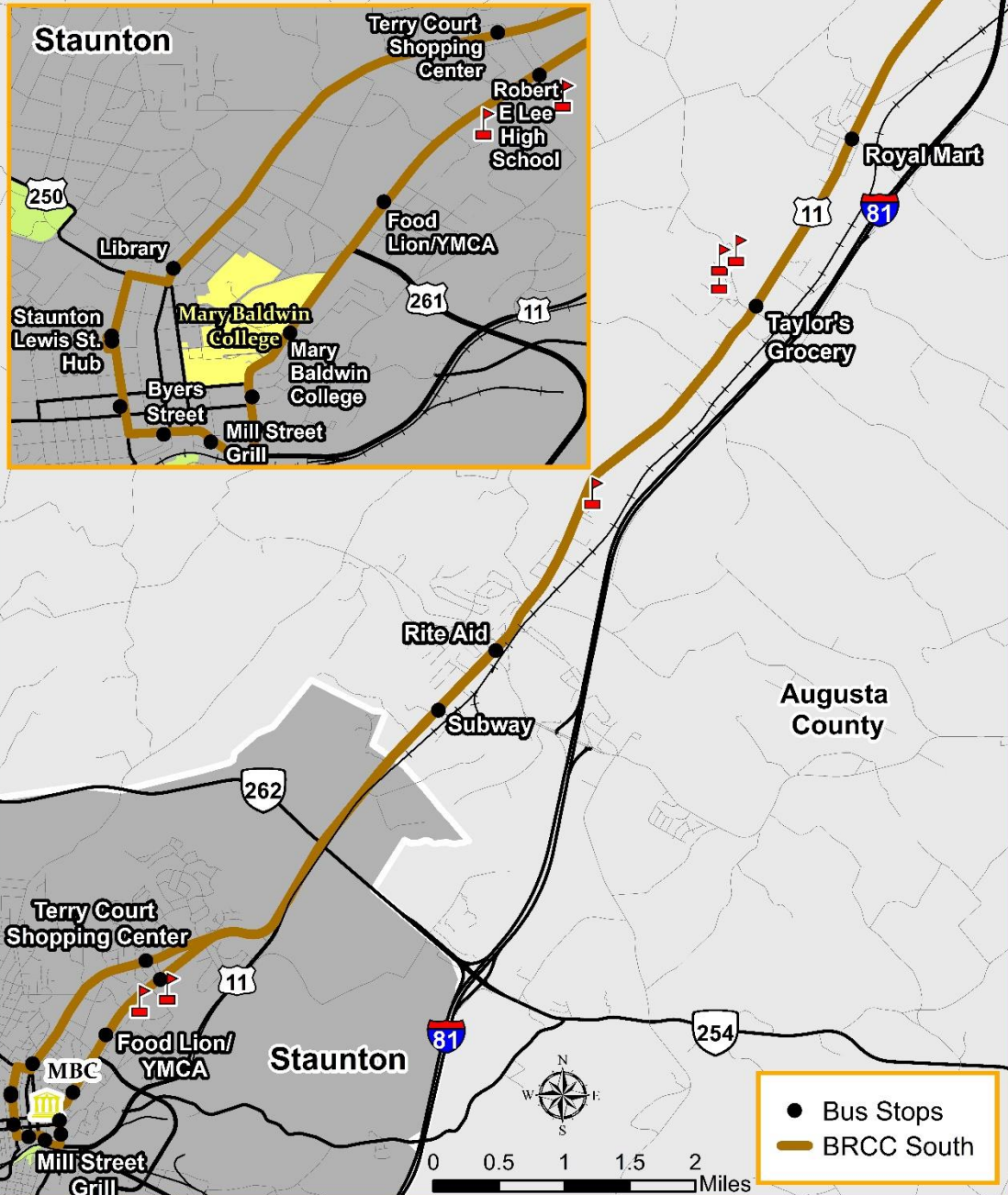
Stuarts Draft Link



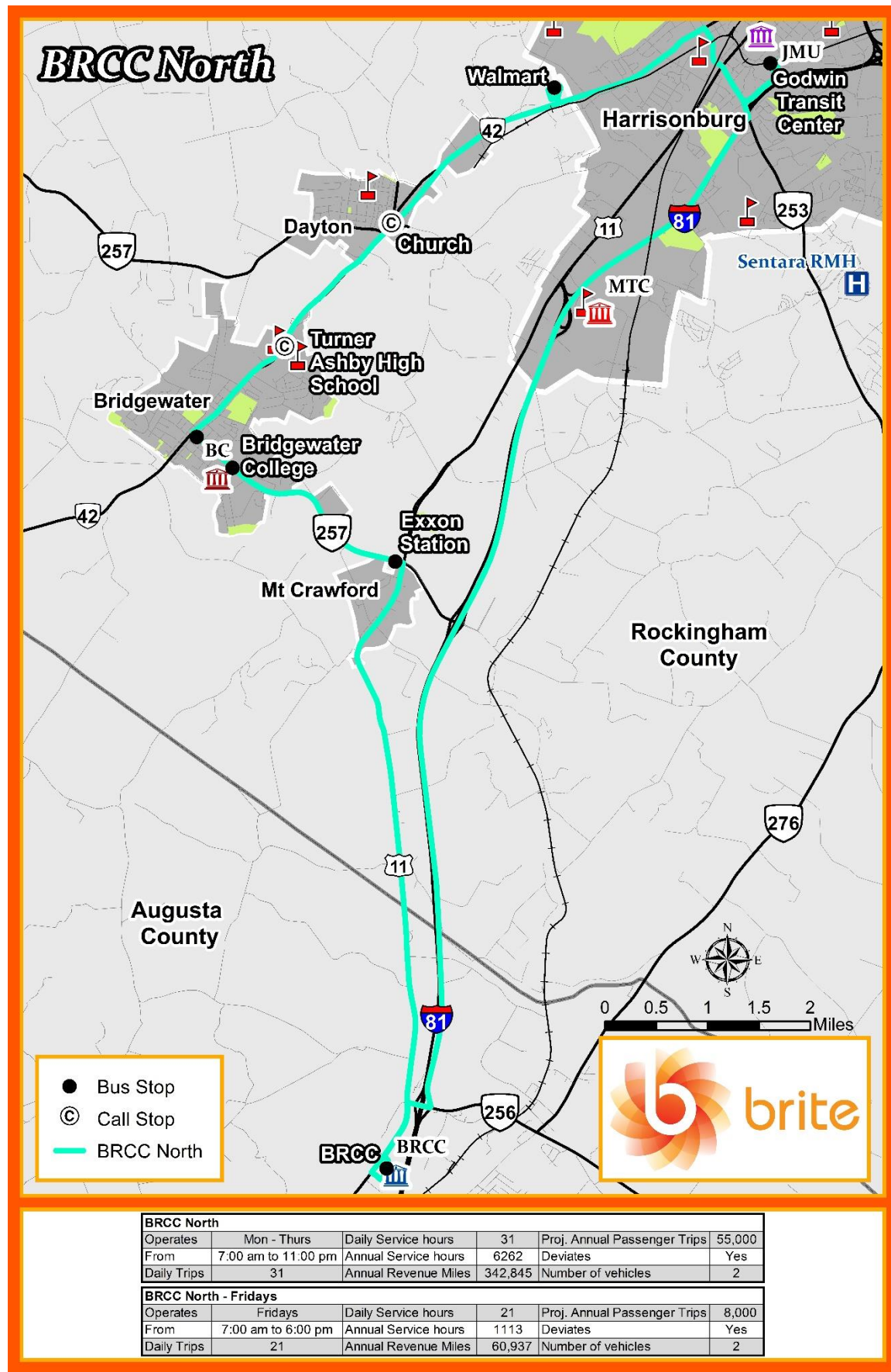
Stuarts Draft Link*					
Operates	Mon - Fri	Daily Service hours	8	Proj. Annual Passenger Trips	N/A
From	6:50 am to 4:43 pm**	Annual Service hours	2040	Deviates	Yes
Daily Trips	8	Annual Revenue Miles	46,124	Number of vehicles	1
* New service added 8/16 - no history			** Two hour midday break in service		



BRCC South



BRCC South					
Operates	Mon - Thurs	Daily Service hours	31	Proj. Annual Passenger Trips	55,000
From	7:00 am to 11:00 pm	Annual Service hours	6262	Deviates	Yes
Daily Trips	31	Annual Revenue Miles	342,845	Number of vehicles	2
BRCC South - Fridays					
Operates	Fridays	Daily Service hours	21	Proj. Annual Passenger Trips	8,000
From	7:00 am to 6:00 pm	Annual Service hours	1113	Deviates	Yes
Daily Trips	21	Annual Revenue Miles	60,937	Number of vehicles	2



Attachment 6.2 Facility License Agreement

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "License") is dated this ____ day of _____, 2017, by and between the Central Shenandoah Planning District Commission, a planning district commission organized under the Regional Cooperation Act, Virginia Code § 15.2-4200 et seq. (the "CSPDC" and/or "Licensor"), and the _____ (the "Licensee") (collectively, the "parties") with reference to the following:

- A. The CSPDC owns property upon which is constructed a Transit Maintenance and Operation Facility (the "Facility"), the purpose of which is to serve as an operational base for, and to maintain and service, the BRITE transit systems as set forth in the Agreement for Service.
- B. The Facility is located at 51 Ivy Ridge Road, Fishersville, Virginia 22939 and consists of a two-story, approximately 24,000-square-foot building. Parts of the Facility are occupied by other tenants and are not subject to this License. A further description of the portion of the Facility that is subject to this license is set forth in Section 4 below.
- C. The CSPDC and Licensee wish to enter into this License by which the CSPDC shall provide Licensee with the right to use certain portions of the Facility contingent upon the parties' underlying Agreement for Service whereby Licensee provides Operation and Maintenance of the BRITE Transit System to the CSPDC.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of are hereby acknowledged, the parties agree as follows:

1. Order of Document Precedence

The Licensee shall provide services in accordance with the following, in order of precedence: the Agreement for Service, including this License incorporated therein; the Licensee's proposal dated _____ (Exhibit I); and the CSPDC's Request for Proposal dated _____ (including all addenda) (incorporated by reference) (Exhibit II). In the event that Exhibits I and II contradict or limit the Agreement for Service, the Agreement for Service shall prevail.

2. Agreement to License

This License sets forth the basic terms and conditions upon which portions of the Facility are licensed by CSPDC to Licensee. This License is attached to and incorporated into the parties' Agreement for Service. The terms and conditions of the Agreement for Service apply as if set forth herein.

3. Term of License

The term of this License shall be the same term as the Agreement for Service. Any extension of the term of this License is contingent upon the extension of the term of the Agreement for Service. If the Agreement for Service is terminated for any reason, this License too shall be terminated. In the event that the parties agree to extend the term of the Agreement for Service, an amendment to this License confirming the extension of the Term shall also be executed and delivered.

4. Licensee's Use of Facility

- A. License. This is a License permitting the Licensee to use certain areas of the Facility for the sole purpose of fulfilling its contractual responsibilities under the Agreement for Service. This is not a lease, and no property rights have been granted to the Licensee under this License. Only work performed under the Agreement for Service shall be allowed in the Facility. All other work or activities are prohibited.
- B. Use of the Transit Facility. Only those employees of the Licensee and the Licensee's contractors shall be authorized to use the Facility. Licensee may not use any portion of the facility not expressly identified below for any purpose:
 - i. Exclusive Use. The Licensee shall have exclusive rights to occupy certain office space located on the first floor, including a reception area. The Licensee shall have no right to enter any office space located on the second floor or certain office space on the first floor which is occupied by another tenant. The Licensee shall have exclusive rights to occupy the maintenance/repair bays and the bus washing area. The Licensee shall have exclusive rights to occupy designated areas within the gated parking area in the rear of the Facility. The term "exclusive" as used herein refers to other tenants in the Facility. The CSPDC reserves the right to enter any space in the Facility without advance notice.
 - ii. Shared Use. The Licensee shall have the right to occupy the training room located on the first floor. The Licensee may request from the CSPDC permission to use the large conference / board room on the first floor for special meetings or events. The Licensee shall have the right to occupy

common areas (bathrooms, hallways, etc.) on the first floor. The Licensee shall not enter common areas on the second floor. At the sole discretion of the CSPDC, the Licensee may have the right to shared use of certain parking areas in the front of the Facility.

A floor-plan of the Facility and areas licensed for use by the Contractor is contained in Exhibit B to this License.

- C. Supervision and Conduct. Licensee shall be responsible for the supervision and control of activities of its employees and any contractors' employees on all CSPDC premises, including the Facility. Licensee agrees that CSPDC and its employees or agents shall not be liable for any use by Licensee, or by Licensee's employees and agents, of the Facility, or for any loss, claim, damage or liability of any kind or nature that may arise from Licensee's activities and services furnished pursuant to this License or the Agreement for Services.
- D. Equipment. Licensee's right to use Facility shall extend to any CSPDC-owned furnishings and equipment located in the areas of the facility designated for Licensee's shared or exclusive use, including the equipment identified on Exhibit A. However, CSPDC is under no obligation to purchase or provide any equipment which may be necessary for Licensee to fulfill its responsibilities under this License or the Agreement for Services except for the equipment identified in Exhibit A.

Licensee's responsibilities with respect to any equipment owned by CSPDC are as follows:

- i. Exercise reasonable care with respect to the use, maintenance, and storage of CSPDC-owned equipment.
- ii. Follow manufacturer's instructions for proper and safe use.
- iii. Provide routine and preventive maintenance, at Licensee's own expense, as required to keep equipment safe and in good working order, and according to manufacturer's recommendations; keep written records of maintenance; provide records to CSPDC when requested. (Develop a weekly, quarterly, and annual checklist for each piece of equipment to record performance of all required maintenance for CSPDC approval. Provide maintenance record to CSPDC when requested).
- iv. Perform minor repairs on equipment at Licensee's own expense. The term "minor" is defined as repairs that are less than \$200.00 and do not require Licensee to contract for specialized repair services. Licensee will keep a record and will promptly notify CSPDC of any minor repair to any CSPDC-owned equipment.

- v. Obtain any periodic certifications required by the manufacturer or by any authority having jurisdiction over the certification of the equipment.
- vi. Procure preventive maintenance and service contract for bus washing equipment from a vendor who has a minimum of three years' experience servicing similar equipment.
- vii. Report incidents of frequent equipment failure or the need for major repair to the CSPDC in a timely manner. Reporting instructions will be provided by the CSPDC during initial Licensee occupancy.
- viii. Written CSPDC approval is required before the installation of any additional equipment. Assume responsibility for maintenance of approved new equipment at no cost to the CSPDC.
- ix. Return CSPDC-owned equipment at the end of the Agreement for Service in good condition, except for normal wear and tear. CSPDC may elect to provide Licensee with an equipment condition report and require Licensee to sign such equipment condition report acknowledging the receipt of and condition of the equipment listed thereon.

CSPDC's responsibilities with respect to any equipment owned by CSPDC are as follows:

- i. Inspect equipment condition when deemed necessary by CSPDC.
 - ii. Perform major repairs on equipment. The term "major" is defined as repairs that are more than \$200.00 or require specialized repair services.
 - iii. Replace equipment at the end of its useful life or at CSPDC's discretion.
- E. Licensee Compliance. Licensee shall comply with all applicable federal, state and local laws, regulations, ordinances and rules.
- F. Energy and Utilities. The CSPDC shall be responsible for the electricity, heating, water, and sewer services for the Facility. Licensee shall be responsible for Licensee's internet and phone service. Licensee shall exercise reasonable care with respect to conservation of electricity, heat, and water. CSPDC may, at its sole discretion, require that Licensee formulate and implement a reasonable energy conservation plan and that such plan be approved by CSPDC prior to implementation. Cost of energy usage resulting from failure to adhere to the approved energy conservation plan shall be the responsibility of Licensee and the CSPDC reserves the right to deduct such amounts from payments to the Licensee.

5. Industrial General Permit

- A. Requirement. The Facility is considered a "land transportation and warehousing

facility" under Virginia Administrative Code (VAC) 25-151. As such, this Facility is required to be registered under the Virginia Department of Environmental Quality Industrial General Permit (the "DEQ Industrial General Permit"). The Licensee will be required to adhere to and comply with all terms of the DEQ Industrial General Permit and the associated Stormwater Pollution Prevention Plan (the "SWPPP").

B. Requirements Subject to Change. This section is subject to change to reflect future versions of the DEQ Industrial General Permit. From time to time, the SWPPP may be changed or amended at CSPDC's discretion. The Licensee must meet all obligations under the DEQ Industrial General Permit and the SWPPP.

C. SWPPP Implementation.

- i. The Licensee shall be responsible for reviewing and being familiar with the SWPPP, and for training its employees with respect to stormwater management and the SWPPP.
- ii. CSPDC must approve all structural and non-structural Best Management Practices (BMPs) before they are implemented.
- iii. Licensee's relevant employees may, at CSPDC's sole discretion, serve on a pollution prevention team.
- iv. Structural BMPs will be maintained by the CSPDC; however, these BMPs shall be inspected by the Licensee during its routine Facility inspections.
- v. The CSPDC, by itself or through a third-party contractor, shall be responsible for conducting the benchmark monitoring requirements as outlined in 9VAC25-151-230. Sector P, Table 230. Licensee will assist with benchmark monitoring requirements as directed by the CSPDC or the CSPDC's third-party contractor.
- vi. The CSPDC, by itself or through a third-party contractor, will conduct any routine Facility inspections and comprehensive site compliance evaluations required by law and shall prepare the resulting documentation and reports. As directed by the CSPDC or the CSPDC's third-party contractor, the Licensee will assist with routine Facility inspections and comprehensive site compliance evaluations.

6. Spill Prevention Control and Countermeasure Plan

A. Requirement. The Facility may store and handle petroleum-based products in sufficient amounts to require the development and implementation of a Spill Prevention Control and Countermeasure (SPCC) Plan. The Licensee shall adhere to and comply with any SPCC plan for this facility as outlined in 40 Code of Federal Regulation (CFR) 112.

B. Storage Tanks. The Licensee shall not allow any above-ground storage tank that

stores petroleum-based products to exist in the Facility or on the Facility grounds without the written permission of CSPDC.

C. Spill Prevention Control and Countermeasure Plan Development.

In the event the CSPDC deems the development of a SPCC Plan to be necessary, the Licensee will, at the CSPDC's request, develop such Plan. The following shall apply to any SPCC Plan:

- i. The CSPDC will be designated as the "owner" and the Licensee shall be designated as the "operator;"
- ii. Any SPCC plan must be signed and certified by a professional engineer (PE) registered in the Commonwealth of Virginia. The Licensee is responsible for obtaining the PE signature and certification for this plan;
- iii. The CSPDC will review the plan and provide comments prior to signature and certification by the PE;
- iv. The Licensee must plan and conduct annual spill response training;
- v. To provide adequate oversight, a CSPDC representative will review all training programs associated with this plan and that person will also be included in all trainings associated with this plan;
- vi. The Licensee is responsible for conducting and documenting all inspections associated with the SPCC plan; and
- vii. Routine Facility inspections and resulting documentation shall be performed by the Licensee. Results of these inspections shall be submitted to the CSPDC and filed with the SPCC plan.

7. Condition of Property: Maintenance and Obligations

- A. Except as specifically provided in this License, Licensee acknowledges and agrees that the Facility is licensed to Licensee in an "AS IS, WHERE IS," CONDITION, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUBJECT TO ALL DEFECTS, LATENT OR PATENT, KNOWN AND UNKNOWN, APPARENT OR HIDDEN, INCLUDING ENVIRONMENTAL CONDITIONS AND MATTERS, WHICH CURRENTLY EXIST OR MAY IN THE FUTURE ARISE. LICENSEE HEREBY WAIVES ALL RIGHTS, REMEDIES AND CAUSES OF ACTION AGAINST CSPDC RESULTING FROM OR RELATING TO THE CONDITION OF THE SITE. By executing this License, Licensee acknowledges that it has had the opportunity to inspect the Facility, and is relying solely on that inspection, and not on any representation or warranty of CSPDC in licensing the Facility.

- B. Licensee shall, at its own expense, maintain in good working order, condition and repair certain portions of the Facility, grounds, furnishings, and any personal or Licensee property used in the operation of the Facility. Licensee shall keep the Facility free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or source of undue vibration, heat, noise or interference.

In addition, the Licensee's obligations, all of which are at Licensee's own expense, with respect to the Facility, Grounds and Security, and Furnishings and Personal Property are as follows:

Licensee Obligations - Facility

- i. Take reasonable and customary care in use of the Facility.
- ii. Use and occupy only those portions of the Facility licensed herein. A floorplan for the first floor of the Facility is attached hereto as Exhibit B.
- iii. Pay for any telephone and internet service used by Licensee.
- iv. Report maintenance problems or damage in a timely manner by designating at least one staff person per shift with the responsibility to submit routine and emergency work requests. Reporting instructions will be provided by the CSPDC upon Licensee occupancy.
- v. Allow CSPDC unlimited access to the Facility during all hours.
- vi. Provide routine and cyclical housekeeping on a schedule that ensures clean and sanitary conditions.
- vii. Perform minor maintenance on Facility. The term "minor" as used herein is limited to items that do not require the expertise of a maintenance professional (e.g. replacement of light bulbs, smoke detectors, and air filters; the plunging of toilets, and other similar tasks).
- viii. Maintain coated and/or sealed floor surfaces in accordance with manufacturer's guidelines.
- ix. Store hazardous materials in conformance with all local, state and federal regulations.
- x. Allow periodic inspections by CSPDC of housekeeping and hazardous materials storage.
- xi. Make no changes to the Facility or grounds without written permission from the CSPDC.
- xii. Enforce a no smoking policy inside the Facility.
- xiii. Do not place signs on the Facility without written permission of the CSPDC.

Licensee Obligations – Grounds and Security

- i. Provide snow removal and deicing for the entire Facility as needed.
- ii. Repair any damage caused by snow removal or deicing.

- iii. Keep parking areas and sidewalks free of litter.
- iv. Promptly clean-up oil or fuel spills as required by regulations.
- v. Parking is for employees of the Licensee or its contractors; no unlicensed vehicles are permitted to be parked on the lots.
- vi. Food trucks are not permitted.
- vii. No vehicles are to be sold on the property without written permission from CSPDC.
- viii. Maintain appearance of grounds in a condition comparable to the condition of such grounds as of the first day of Licensee's occupancy. CSPDC shall be responsible for lawn mowing and maintenance of shrubs, bushes, and trees as provided below.
- ix. No smoking may occur in the Facility. No smoking may occur on the Facility grounds unless such smoking is within a designated smoking area. At Licensee's option, Licensee may create such designated smoking area(s) at least 25 feet from the side and rear entrances to the building and at least 75 feet from the front entrance to the Facility. If Licensee creates a designated smoking area, Licensee shall be responsible for providing appropriate containers for disposal of smoking materials at designated location(s) and enforcing proper disposal of smoking materials and distance from building entrances.
- x. Provide dumpster(s) for trash and dumpster(s) for recycling and trash pickup service to empty dumpsters on a schedule that prevents accumulation of debris around dumpsters.
- xi. Comply with the Storm Water Pollution Prevention Plan (SWPPP).
- xii. Licensee shall not store anything outside at the Facility without written approval of the CSPDC.
- xiii. Licensee shall not place structures such as storage sheds on the Facility grounds without written approval from the CSPDC.
- xiv. Licensee shall not place exterior signs at the Facility.
- xv. Report maintenance problems with card/keycode access to CSPDC in a timely manner to ensure site security.
- xvi. Report maintenance problems with video surveillance system to CSPDC in a timely manner to ensure site security.
- xvii. Licensee shall check video surveillance system on a weekly basis to confirm such system is functional, and shall review surveillance video as necessary. Licensee shall provide any video surveillance to CSPDC at CSPDC's request.
- xviii. Licensee shall report any maintenance problems with IT infrastructure or CSPDC-owned IT components to CSPDC in a timely manner.

Licensee Obligations – Furnishings and Personal Property

- i. Take reasonable care in use of furnishings and personal property.
 - ii. Promptly report to CSPDC problems with or damage to furnishings and personal property.
 - iii. At end of Agreement for Service, return furnishings and personal property in good condition, except for normal wear and tear.
 - iv. Repair or replace furnishings and personal property that are damaged by Licensee's use in excess of normal wear and tear.
 - v. Clearly identify Licensee-owned furnishings and personal property; devise method for identifying such furnishings and personal property mutually acceptable to Licensee and CSPDC; furnishings and personal property not identified per the agreed method shall be considered property of the CSPDC at CSPDC's sole discretion.
- C. CSPDC shall, at its own expense, have the following obligations with respect to the Facility, Grounds and Security, and Furnishings and Personal Property:

CSPDC Obligations - Facility

- i. Inspect Facility when deemed necessary by the CSPDC.
- ii. Provide routine, emergency and preventive maintenance of the buildings (roof, walls, and foundation) and systems (HVAC, life-safety, electrical, plumbing and security).
- iii. Replace or renovate Facility systems as needed and at CSPDC's sole discretion.
- iv. Pay for utilities, with the exception of internet and telephone service.
- v. Repaint interior when deemed necessary by CSPDC.
- vi. Replace flooring when deemed necessary by CSPDC.

CSPDC Obligations – Grounds and Security

- i. Repair, resurface, restripe and replace parking lot as needed, at CSPDC's sole discretion.
- ii. Maintain parking lot lights.
- iii. Repair or replace fencing, gates and gate controllers as needed.
- iv. Ensure compliance with the Storm Water Pollution Prevention Plan.
- v. Inspect, maintain, and repair the oil/water separator.
- vi. Maintain card access system; issue access cards.
- vii. Retain key control and issue replacement keys and cores.
- viii. Repair or replace IT infrastructure as necessary.
- ix. CSPDC shall be responsible for lawn mowing and maintenance of shrubs, bushes, and trees.

CSPDC Obligations – Furnishings and Personal Property

- i. Inspect furnishings and personal property when deemed necessary by

CSPDC.

- ii. Replace or repair furnishings and personal property when deemed necessary by CSPDC.
- iii. Repair or replace any CSPDC- owned IT components as deemed necessary by the CSPDC.

8. Hazardous Substances and Wastes

Licensee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Licensee shall indemnify and hold CSPDC harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes at the Facility if caused by Licensee or persons acting under Licensee. Licensee shall execute such affidavits, representations and the like from time to time as CSPDC may reasonably request concerning Licensee's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes at the Facility.

For purposes of this License, the term "Hazardous Substances" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

Notwithstanding the foregoing, CSPDC represents and warrants that to the best of its knowledge and belief there are no hazardous materials on, in or under the Facility, unless otherwise disclosed. CSPDC will not knowingly bring any hazardous materials to the Facility.

9. Indemnity; Waiver; Insurance

All property of Licensee, its employees, agents, business invitees, licensees, customers, clients, subtenants, guests or trespassers, in and on any Site shall be and remain at the sole risk of Licensee, its employees, agents or business invitees. CSPDC shall not be liable to them for any damage to, or loss of such personal property arising from any act of God or any persons, nor from any other

reason, nor shall CSPDC be liable for the interruption or loss to Licensee's business arising from any of the above described acts or causes. CSPDC shall not be liable for any personal injury to Licensee, its employees, agents, business invitees, licensees, customers, clients, subtenants, guests or trespassers arising from the use, occupancy and condition of the Facility.

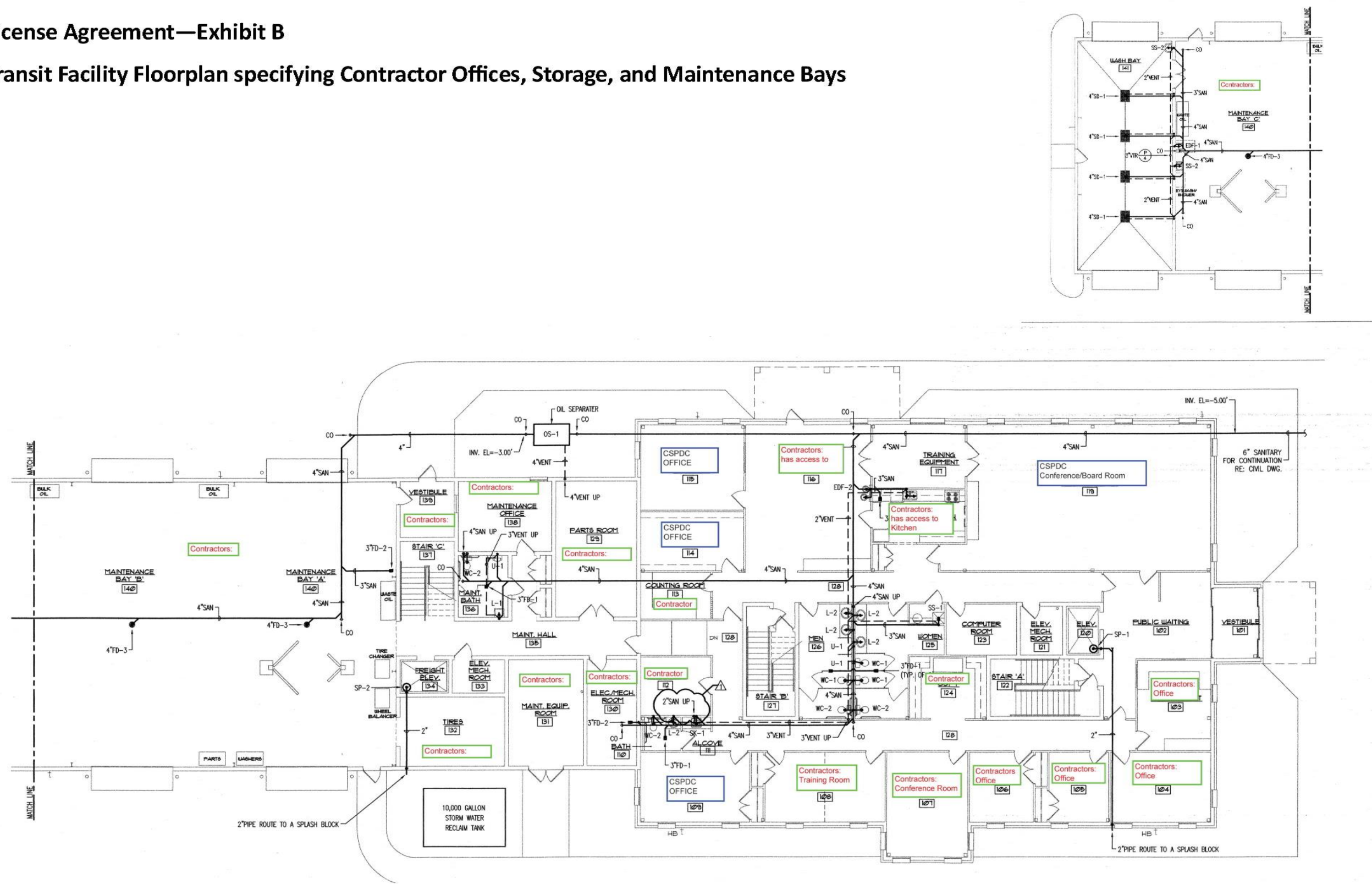
Licensee hereby waives any right of recovery against CSPDC or its employees, officers, and directors for any claim, loss, liability, injury or damage that is covered by any policy of property insurance maintained by Licensee (or would have been insured against if Licensee had complied with its obligations under this License) with respect to this License. Licensee will cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with the Facility.

License Agreement – Exhibit A
Equipment List


<u>Equipment</u>	<u>Description</u>
Jack Stand	Large
Jack Stand	Large
Tire Tool	Large - Tire Mounting
Oil Tank Heater	
Tire Tool	Small - Tire Mounting
Tire Tool	Tire Balancing Machine
Lift	18,000 lbs
Lift	50,000 lbs
Lift	16,000 lbs
Lift	13,000 lbs
Lift	13,000 lbs
Lift	13,000 lbs
Lift	13,000 lbs
Fan	Shop Fan
Washer	Bus Washer
Pre Wash	Bus Pre Wash System

License Agreement—Exhibit B

Transit Facility Floorplan specifying Contractor Offices, Storage, and Maintenance Bays



Attachment 6.3 – ADA Monthly Service Report

	<h2 style="margin: 0;">ADA Monthly Summary Report</h2>			
Month			Completed by:	
1. Number of participants in data base at beginning of month:				
2. Number of application received this month:				
3. Number of applications approved this month:				
4. Number of denial letters mailed (attach copies):				
5. Number of calls received to schedule service on Staunton On-demand:				
6. Number of reservations taken for Staunton On-demand: (including standing reservations)				
7. Number of calls received to schedule route deviation service:				
8. Number of reservations taken for route deviation service:				
9. Number of trip denials:				
10. Reason(s) for trip denial(s):				
11. Number of ADA service related complaints received:				
<i>Attach detailed report of any complaints received including phone call notes, emails, research summary, and response to rider.</i>				
12. What is was the average hold time for phone calls during the month?				
13. How many ADA service related callers left answering machine messages?				

Attachment 6.4 – FTA Certifications and Required Clauses

Certifications Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the County may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the County if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29].
5. The prospective lower tier participant 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 in writing by the County.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. 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 eligibility of its principals. Each participant may, but is not required to, check the Non procurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of 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.
9. Except for transactions authorized under Paragraph 5 of these instructions, 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 all remedies available to the Federal Government, the County may pursue available remedies including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

1. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

49 CRF PART 20 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Contractor 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 for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(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, 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 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.

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

The 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

49 CFR PART 661 – BUY AMERICA CERTIFICATION

Certification for Compliance with Buy America Rolling Stock Requirements for any Revenue Rolling Stock Purchased for Use with This Contract

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the applicable regulations of 49 CFR § 661.11.

_____ Signature of Contractor's Authorized Official

_____ Name of Contractor's Authorized Official

_____ Title of Contractor's Authorized Official

_____ Date

Certification of Non-Compliance with Buy America Rolling Stock Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exemption to the requirement pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and the applicable regulations in 49 CFR § 661.7.

_____ Signature of Contractor's Authorized Official

_____ Name of Contractor's Authorized Official

_____ Title of Contractor's Authorized Official

_____ Date

49 U.S.C. 40118 – FLY AMERICA CERTIFICATION

**Certification for Compliance with Fly America Requirements for any Air Travel
(Persons or Goods) Pursuant to this Contract**

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 40118 in accordance with the General Services Administration's regulations at 41 CFR § 301-10.

Signature of Contractor's Authorized Official

Name of Contractor's Authorized Official

Title of Contractor's Authorized Official

Date

Required Clauses

The clauses set forth below are a part of any contract entered into between the CSPDC and the Contractor. CSPDC is, from time to time, referred to as the “Purchaser,” “Recipient,” or “Sub Grantee.”

Buy America - The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, and any amendments thereto, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have at least a 60 percent domestic content if purchased in FY 2016 or FY 2017, 65 percent domestic content if purchased in FY 2018 or FY 2019, and 70 percent domestic content if purchased in FY 2020 and beyond. A bidder or proposal must submit to the CSPDC the appropriate Buy America certification with all bids or proposals on FTA-funded contracts, except those subject to a general waiver. Bids or proposals that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

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

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 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 - 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.

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.

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 any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

No members of, or delegates to, the United States Congress shall be admitted to any share or part of this contract nor to any benefit arising therein.

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

1. 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 any Purchaser which is the FTA Recipient or a sub grantee 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 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).
5. FTA does not require the inclusion of these requirements in subcontracts.

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 Purchaser 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 - (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.

No Obligation by the Federal Government.

(1) 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.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the

clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts.

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

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

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

Termination Provisions

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

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the

Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that Recipient elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Recipient shall not limit Recipient's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, 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 the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default.

The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, 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 the convenience of the (Recipient).

Suspension and Debarment

This contract is a covered transaction for purposes of 2 CFR 180. 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 the CSPDC.

If it is later determined that the bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to the CSPDC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Proposer agrees to comply with the requirements of 2 CFR Part 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.

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.

(2) The 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.

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

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

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

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

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

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the

requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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 the County. 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 CSPDC. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the CSPDC shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

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

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the County 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 Virginia.

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 the CSPDC 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 Provisions. (1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(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 the FTA Recipient'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 nonurbanized 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 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(a)(2) in Nonurbanized 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 Nonurbanized 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.

Contract Work Hours and Safety Standards Act – The Contractor agrees to comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3702, and other relevant provisions of that Act, 40 U.S.C. 3701 *et seq.*, and U.S. Department of Labor regulations, “Labor Standards Provisions Applicable to Contracts Covering 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.

(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 40 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 40 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, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable 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 \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the CSPDC shall upon its own action, or upon written request of the United States Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by 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 & 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 - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal has not been established for this procurement.

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

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

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

e. The Contractor must promptly notify CSPDC 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 Contract may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of CSPDC.

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 4220.1E, 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 CSPDC requests which would cause the CSPDC to be in violation of the FTA terms and conditions.

Real Property

Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures, and directives governing the acquisition, use and disposal of real property, including, but not limited to 2 CFR 200.311, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

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 Of Virginia, or the CSPDC, 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 March 1 and to submit the Management Information

System (MIS) reports before March 1 to the Federal Transit Administration, with a copy to the CSPDC Transit Coordinator.

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 further to submit for review and approval before 30 days prior to the date that the Contractor begins to provide transit services pursuant to a contract with the CSPDC a copy of its Policy Statement developed to implement its drug and alcohol testing program.

Attachment 6.5

Cost Proposal Form and Unbundled Service Hour Rate Form

Cost Proposal Form

Proposer's Cost per Service Hour	Year One: July 1, 2017 – June 30, 2018	Year Two: July 1, 2018 – June 30, 2019	Year Three: July 1, 2019 – June 30, 2020	Year Four: July 1, 2020 – June 30, 2021	Year Five: July 1, 2021 – June 30, 2022
<u>For Operating</u>					
Cost per Service Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>For Capital (Revenue Vehicles)</u>					
Cost per Service Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>Total Operating and Capital</u>					
Cost per Service Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>Total Cost</u>					
(Cost per Service Hour times 31,300 Service hours)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Cost for Bus Shelter Maintenance					
(Monthly rate / Per bus shelter)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

OPERATING Costs per Service Hour Definition:

Operating costs include all items related to the operation of the transit system, including, but not limited to, operators, management, supervisory, and administrative staff, maintenance, inspections and repairs, communications and systems, overhead and profit. Operating costs, for purpose of this proposal, exclude the cost of fuel for revenue vehicles and the capital costs of the revenue vehicles.

Costs for fuel for the revenue vehicles, for purposes of this proposal, will be reimbursed to the Contractor for revenue service, according to the requirements set out in this RFP, on a pass-through basis.

Indicate on this form the cost per service hour for operating costs for the five years listed. Service hours (also called revenue hours), for invoicing purposes, begin with first

scheduled pickup and end with last scheduled drop-off, based on system schedules and timetables provided by the CSPDC.

Base costs on a projected 31,300 annual service hours.

CAPITAL Costs per Service Hour Definition:

Capital costs include the cost for providing revenue vehicles for the transit system.

Indicate on this form the cost per service hour for the capital costs of the revenue vehicles for the five years listed.

Service hours (also called revenue hours), for invoicing purposes, begin with first scheduled pickup and end with last scheduled drop-off, based on system schedules and timetables provided by the CSPDC.

Base costs on a projected 31,300 annual service hours.

TOTAL OPERATING and CAPITAL Costs per Service Hour Definition:

The total operating and capital costs are the sum of the operating costs and capital costs for the transit system. Indicate on this form the cost per service hour for the total operating and capital costs for the five years listed.

Service hours (also called revenue hours), for invoicing purposes, begin with first scheduled pickup and end with last scheduled drop-off, based on system schedules and timetables provided by the CSPDC.

Base costs on a projected 31,300 annual service hours.

Signature: _____

Printed Name: _____

Title: _____

Company/Firm: _____

Date: _____

Service Hour Rate Proposal (Unbundled)**2018 Operating Costs****FY 2018**

	Number of Staff	Total Annual Dollars	Per Service Hour (31,300 hours)
Operations (include benefits)			
Operators			
Dispatchers			
Safety and Training			
Reservations/Customer Service			
Material and Supplies			
Operations Total			
Maintenance (include benefits)			
Mechanics (specify Class)			
Purchased / sublet maintenance			
Cleaners/Utility workers			
Clerical			
Lubes and Tires			
Fuel for Support Vehicles			
Parts, material, and supplies			
Maintenance Total			
Administrative (include benefits)			
Supplies			
Training			
Travel			
Other (specify)			
Administrative Total			
Capital Cost – Revenue Vehicles			
Capital Cost - Support Vehicles			
Insurance			
Facility Costs including utilities			
Professional Fees			
Corporate Support / Overhead			
Profit			
One time Start-up costs			
Miscellaneous			
Other Total			
TOTAL			

Projected FY 2018

Fuel	Revenue Miles	Amount of Fuel	Average Fleet Fuel Economy
Fuel for Revenue Vehicles			

Attachment 6.6
Evaluation Criteria

Proposals received will be independently evaluated and scored by the CSPDC Review and Selection Committee based on the following criteria and points weighting. A composite rating will then be collectively developed, resulting in a ranking of the highest rated proposals. The Committee may then conduct interviews with only the top ranked offerors, usually two or three depending on the number of proposals received. Negotiations may be conducted with offerors so selected. This will result in a request for Best and Final Offer(s) (BAFO) and/or a recommendation for Contract award.

Proposal Evaluation Criteria and Related Points Value	Maximum Points
Direct experience operating fixed route and ADA paratransit programs in similarly sized communities	20
Capability and experience of key management and other staff to be assigned to the project	20
Adequacy of financial, managerial, and technical resources to successfully carry out the required services	20
Adequacy of Proposer's response to the requirements, terms and conditions of this Request for Proposals.	10
Price	30
TOTAL POINTS	100