



**POTOMAC & RAPPAHANNOCK
TRANSPORTATION COMMISSION**

**AMENDMENT TO SOLICITATION
REQUEST FOR PROPOSALS (RFP #20-04)**

ADDENDUM No. 2

Issued: October 22, 2019

RFP No. #20-04

**Title: Contract Provider for Fixed Route Bus and Paratransit
Operations and Maintenance Services**

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DESCRIPTION OF AMENDMENT

The above numbered solicitation is amended as follows:

- 1. TECHNICAL CORRECTIONS** – Three paragraphs have technical corrections or some additions. They are related to fuel (pages 28-29), earn backs (page 50), and bus cleaning (page 78). The changes are in track changes and are attached herewith as **Attachment 1 Technical Changes**.
- 2. ANSWERS TO SUBMITTED QUESTIONS** – Providing a matrix with responses to all submitted questions which are attached herewith as **Attachment 2, RFP #20-04 Questions and Answers**.
- 3. LIST OF ADDITIONAL APPENDIXES** – List of additional appendixes that have been generated as the results of the questions as **Attachment 3 Listing of Additional Appendixes**. The appendixes will be attached.
- 4. SAMPLE CONTRACT** – Attachment J: Sample Contract is attached herewith as **Attachment 4**.

Offerors must acknowledge receipt of this amendment by returning signed original with the Proposal package prior to the hour and date specified in the solicitation.

Company

Address

City_____ State_____ Zip Code_____

Name of Person Authorized to Sign _____

Print

Signature_____ Date_____

Section III

Historical Background & System Overview

3. Description of Vehicles, Facilities and Equipment & Replacement Cycle Pages 28-29

The O&M Facility has a Maintenance area with a parts room, office space, break room and locker area. The Shop floor contains 6 original maintenance bays, and a bay for engine steam cleaning. There is a dedicated parts room with available storage for large components and a separate fluids room and separate facilities maintenance storage area. OMNIRIDE does not provide any parts inventory or vehicle fluids or facility supplies. The only consumable provided by OMNIRIDE is fuel for fixed route and paratransit vehicles, which is purchased by OMNIRIDE and provided to the contractor. Once the Western Maintenance Facility opens, fueling for paratransit vehicles will take place at an approved off-site location. The contractor shall maintain a just- in-time, yet sufficient inventory of fuel to allow for re-supply. Any fuel dispensed off property will be provided to the contractor. ~~is the full expense of the contractor, unless otherwise agreed upon. Fuel economy and idle reduction is an expected part of contractor fleet and operations management.~~

Section IV

Scope of Work

X.1.F. Earned Backs for Improved Performance (pg 78) – As described ~~herein in the next section~~, the parent company can earn-back Deductions for improved performance. In an effort to continually provide encouragement for the Contractor to progress, assessed Deductions can be recovered (earned-back) through “improved performance” as that term applies in the following: a. After each quarter (three months), OmniRide will sum the total dollar amount of assessed Deductions for the quarter (except for categories noted below). b. Starting with the second quarter of each OmniRide fiscal year OmniRide will compare the quarter’s total dollar amount of assessed Deductions to the assessed amount in the previous quarter (except for categories noted below). In the event the dollar value of assessed Deductions was lower than the previous quarter, PRTC will reimburse the Contractor for the difference between the two quarters. This reimbursement will constitute the improved performance incentive. PRTC will not reimburse for subsequent quarterly improvements beyond one prior quarter. c. At the end of each fiscal year (typically in July), PRTC will provide an “Annual Performance Review” to subjectively assess the Contractor’s performance and actions taken to improve service quality and Contractual compliance. Based on this review, PRTC reserves the right to reimburse the Contractor up to 50 percent of the remaining withheld Deductions for the prior fiscal year

(except for categories noted below). **Note that quarterly earn-back of Deductions for improved performance EXCLUDE assessments for the categories of 1. Strategic Vehicles and Operators, 2. Use of Supervisory Personnel to Cover Trips, and 3. Missed Trip - Failure to Meet Operator Pullout. Monthly assessments for such infractions cannot be earned-back.**

Section IV

Scope of Work

Part G.12.e (pg 50)

- e. Maintenance of high quality vehicle exterior and interior aesthetic appeal, which includes exterior body/bumper damage, lights, paint scratches and scrapes, peeling paint and decals/appliqués and lighting. Exteriors are to be free of dirt and debris, including wheels, vents, louvers, and windows. Interiors of every vehicle entering into revenue service shall be cleaned at the end of that day's revenue service. This Includes, at a minimum: fueling the bus and check fluid levels and add as necessary; collecting debris and lost & found; sweep, mop, wipe, clean dash/Farebox/handrails/ADA securements and floor tracks, wash windows and empty trash. This shall also occur each time a vehicle leaves the maintenance shop and is parked at the "ready line" following any service, inspect or repair. Dented and damaged bumpers are to be replaced promptly. Vehicle exteriors will be cared for as described below:
 - i. **Daily** - The exteriors will be washed every day that a bus is placed into service as part of the normal end-of-the day bus servicing routine so that buses are clean at the start of each day; in situations where washing buses overnight is expected to result in icy conditions in or around the bus wash area, leading to unsafe driving conditions, the Contractor will modify the schedule such that washing occurs when such conditions are not present. Washing will only be suspended for successive days of rain, snow, or sub-freezing temperatures with PRTC concurrence.
 - ii. **Weekly** - The Contractor will hand wash, at least weekly, any areas not adequately cleaned by the bus washer, including wheels and rear of bus.
 - iii. **As Needed** - Wheels will be cleaned/polished as often as necessary to restore and maintain like-new appearance at all times.

Attachment #3

RFP# 20-04 Additional Appendix List

- Appendix 41: Operators Agreement
- Appendix 42: TransitMaster (Trapeze) Operations Modules
- Appendix 43: Capital Repairs
- Appendix 44: Fleet Replacement and Overhaul Schedule
- Appendix 45: OMNIRIDE schedules – East West Express EB
- Appendix 46: OMNIRIDE Metro Express Manassas
- Appendix 47: OMNIRIDE Metro Express PM
- Appendix 48: Western Maintenance Facility Draft Vehicle Allocation
- Appendix 49: Examples of Supervisor Reports
- Appendix 50: Examples of Supervisor Road Reports
- Appendix 51: Examples of Supervisor Reports3
- Appendix 52: Examples of OPS Reports
- Appendix 53: Linton Hall Metro Express PM
- Appendix 54: Linton Hall Metro Express AM
- Appendix 55: Vehicle Info with Mileage
- Appendix 56: Vehicle Work Orders Maintenance
- Appendix 57: Warranty Claims Contingency Fleet
- Appendix 58: Warranty Claims Overhauled Buses
- Appendix 59: Warranty Claims 2012 2014
- Appendix 60: Supervisor Vehicle List
- Appendix 61: OMNIRIDE schedules – Manassas Park
- Appendix 62: OMNIRIDE schedules – Manassas South
- Appendix 63: OMNIRIDE schedules – Manassas north
- Appendix 64: OMNIRIDE schedules – East West Express WB
- Appendix 65: OMNIRIDE Express Schedules – December 2019 – Final
- Appendix 66: Engine & Transmission Work
- Appendix 67: Listing of Hardware on Buses
- Appendix 68: Para-Transit Riders' Guide – No Show Policy
- Appendix 69: Trapeze User Application Matrix
- Appendix 70: Monthly Invoices (3 Months)

**POTOMAC AND RAPPAHANNOCK
TRANSPORTATION COMMISSION
(dba OMNIRIDE)
Services Contract**

CONTRACT: **#20-04**

SUBJECT: **Contract Provider for Fixed Route Bus and Paratransit
Operations and Maintenance Services**

Between:

Potomac and Rappahannock Transportation Commission
(dba OmniRide)
14700 Potomac Mills Road
Woodbridge, VA22192

And the Contractor:

This Contract is entered into this ____ day of _____, _____, by and between the Potomac and Rappahannock Transportation Commission, or its authorized agents, and the Contractor identified above for services identified herein, on the following terms and conditions. This Contract is prepared in accordance with the Virginia Public Procurement Act, § 2.2-4300, Va. Code Ann., which is incorporated herein by reference.

**SECTION I
SPECIAL PROVISIONS**

I.1 Definitions

“Potomac and Rappahannock Transportation Commission” (OMNIRIDE dba OmniRide) shall mean the Potomac and Rappahannock Transportation Commission authorized by the Virginia Public Procurement Act or other law to enter into Contracts.

The “Contract Administrator” assigned to administer this Contract for OMNIRIDE is Perrin Palistrant, Director of Operations and Operations Planning.

“Contractor” shall mean:

whose authorized representative is _____, _____, who is responsible for the performance obligation of the Contractor under this Contract.

I.2 Contract Term

The term of this agreement could for as many as 10 years duration if all the options are exercised, **July 1, 2020 and ending as late as June 30, 2030**. The initial term will be five years, with five successive one, two, or three-year options thereafter that are OMNIRIDE’s sole discretion to exercise. OMNIRIDE also at its sole discretion may cancel the Contract as provided for in the Contractual agreement.

I.3 Incorporation of Documents

The following documents are hereby incorporated by reference into this Contract:

1. OMNIRIDE’s Solicitation # 20-04 entitled “**Contract Provider for Fixed Route Bus and Paratransit Operations and Maintenance Services**” and dated September 23, 2019.
2. Contractor’s Solicitation Response dated _____

1.4 Precedence of Terms

In the event of an inconsistency between the Request for Proposals, the Contract Terms and Conditions, other included documents, and the state or federal procurement law, the inconsistency shall be resolved by the following order of precedence:

- a. Federal Transit Administration Master Agreement (dated October 1, 2018, and amendments thereto) and FTA Circular 4220.1F, dated November 1, 2008, as amended
- b. Virginia's Public Procurement Act, as amended
- c. This executed Contract #20-04
- d. Request for Proposal (RFP) #20-04, including addenda
- e. Contractor's Response, including any clarifications or amendments

I.5 Provision of Services

The Contractor hereby agrees to provide professional services for Commuter, Local and Paratransit Bus Services for OMNIRIDE, as described herein and further specified in RFP #20-04, Contract Provider for Fixed Route Bus and Paratransit Operations and Maintenance Services.

I.6 Contract Amount

In return for the services identified above and subject to the "Non-Appropriation of Funds" clause herein, OMNIRIDE certifies that sufficient funds are budgeted and appropriated and shall compensate the Contractor for Fixed Route Bus and Paratransit Operations and Maintenance Services and as outlined on the _____.

I.7 Method of Payment

OMNIRIDE will pay for scheduled services on a per vehicle platform hour basis (Express, Cross County, and Local services) and a per vehicle revenue hour basis for paratransit,. The strategic bus service will also be paid at the platform vehicle hour rate for the number of hours strategic bus service is required to be in service.

Start-up costs will be paid over the course of one year (at a minimum), 1/12 of the actual costs will be paid each month with a to-not-exceed-amount or up to 24 months (at a maximum).

Option Year Pricing – Compensation for the initial year of the Contract will be as specified in the contract resulting from this procurement solicitation. Yearly cost adjustments will be made effective July 1st of each ensuing year and will be based on the most recent 12-month period for the U.S. Department of Labor's final posted **Washington – Baltimore Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W)**.

I.8 Time of the Essence and Completion

Time shall be of the essence to this Contract, except where it is herein specifically provided to the contrary.

I.9 Key Personnel

Certain, skilled, experienced, professional and/or technical personnel are essential for successful accomplishment of the work to be performed under the Contract. These are defined as “key personnel” and are those persons whose resumes were submitted as part of the technical bid/proposal for evaluation. During the period of performance, the Contractor shall make no substitutions of key personnel except in accordance with this clause and unless approved in writing by the Contract Administrator.

The Contractor shall assign to this Contract the following key personnel:

The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete résumés for the proposed substitutes, and any additional information requested by the Contract Administrator. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contract Administrator will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause shall be modified to reflect any approved changes of key personnel.

1. The Contractor understands that during the first 30 days of the Contract performance period, no personnel substitutions shall be permitted unless these substitutions are unavoidable because of sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify OMNIRIDE’s Contract Administrator and provide the information described in paragraph b) below.

After the initial 30 day period, the Contractor must submit to the OMNIRIDE Contract Administrator all proposed substitutions, in writing, at least 15 days in advance and provide the information required by paragraph b) below.

2. Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the OMNIRIDE Contract Administrator. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. OMNIRIDE will evaluate such requests and promptly notify the Contractor in writing of its approval or disapproval.
3. The provisions of this clause shall be applicable to any subcontract, which may be entered into.
4. In the event that any of the identified key personnel cease to perform under the Contract and the substitute is disapproved, the Contract may be immediately terminated in accordance with the Termination for Default clause of the Contract.

I.10 OMNIRIDE Contract Management

1. Contract Administrator - Matters relating to prices, terms and conditions, period of performance, quantities to be supplied, delivery schedule and financial adjustments shall be handled through the Contract Administrator. The Contract Administrator for this Contract will be Perrin Pallistrant, OMNIRIDE's Director of Planning and Operations.
2. Project Manager - The Contract Administrator has designated Carl Roeser, OMNIRIDE's IT Manager, as Project Manager (PM) to assist in monitoring the work under the Contract. The PM is responsible for the technical administration of the Contract and technical liaison with the Contractor. The PM is responsible for the day-to-day clarifications and guidance of Contractor's personnel as may be required under the Contract.
3. Contracting Officer - OMNIRIDE's Executive Director is the only individual who can legally commit or obligate the OMNIRIDE for the expenditure of

federal/public funds. The technical administration of the Contract shall not be construed to authorize the revision of the terms and conditions of the Contract. Any such revision shall be authorized in writing only by the Contracting Officer.

I.11 Consultant's Authority

OMNIRIDE shall have the sole and complete discretion to employ the Consultant in any manner it sees fit in connection with the Contract, including but not limited to having the Consultant participate in any or all meetings with the Contractor or its subcontractors, review and comment on any or all documents from the Contractor or subcontractors, and witness and assist in the conduct of any or all inspections or tests of the Work, wherever conducted. The Consultant shall act as advisor in all aspects to OMNIRIDE.

OMNIRIDE may give the Consultant the authority to act on behalf of OMNIRIDE. In the absence of a written statement setting forth the Consultant's authority, the Contractor shall not accept any instructions, written or oral, directly from the Consultant.

I.12 Licenses

Where licenses for software, firmware or other elements of the Work are required, they shall be furnished to OMNIRIDE by the Contractor on a paid-up and perpetual basis.

I.13 Safe Harbor

Background

OMNIRIDE has issued and has outstanding tax-exempt financing with regard to the OMNIRIDE Transit Center. The federal tax rules addressing tax-exempt financings generally prohibit private business use with respect to tax-exempt bond financed assets. Private business use is defined as use (directly or indirectly) in a trade or business carried on by a person other than a governmental unit.

The Internal Revenue Service has issued a Revenue Procedure addressing management contracts and safe harbors with respect to tax-exempt financed property ("Revenue Procedure 97-13" – most recently updated as Revenue Procedure 2017-13). If a safe harbor of Revenue Procedure 97-13 is satisfied, the subject management contract will not result in private business use.

It is the intention of OMNIRIDE for the Contract to satisfy the Safe Harbor requirements under Revenue Procedure 97-13 and revised in Revenue Procedure 2017-13.

Provisions (RP 2107-13 changes the language below or legal is reviewing)

Section II.81 Federal Tax Considerations: Qualified Management Contract & Compensation

1. Contractor Acknowledgement & Intention to Satisfy Qualified Management Safe Harbor.

Contractor acknowledges that there is OMNIRIDE tax-exempt financing outstanding with respect to the OMNIRIDE Transit Center and that the Contract is intended to be structured so as to avoid private business use of tax-exempt financed assets that OMNIRIDE currently owns or may own in the future. Private business use is defined in Section 141 of the Internal Revenue Code of 1986, as amended, as use (directly or indirectly) in a trade or business carried on by a person other than a governmental unit. It is the intention of OMNIRIDE and the Contractor for the Contract to satisfy the safe harbor of Revenue Procedure 97-13 and RP 2017-13. Such safe harbor requires that the contract provide for reasonable compensation with no compensation based, in whole or in part, on a share of net profits from operations.

Service Arrangement Intended.

It is the intention of the parties that the Contract be respected as a service contract and not an arrangement that provides the Contractor an ownership or leasehold interest in any of the assets provided by OMNIRIDE.

Compensation

- a. **(AWAITING OUTCOME OF LEGAL REVIEW OF UPDATED IRS REVENUE PROCEDURE)**
 - b. No Net Profits Arrangement. All compensation must be reasonable and no compensation for services rendered shall be based, in whole or in part, on a share of net profits from operations.
2. General Tax Covenant. If **OMNIRIDE** or its bond counsel determine that further action is needed to avoid private business use with respect to **OMNIRIDE**'s tax-exempt financed assets as a result of the Contract, the parties will work together so as to modify the Contract such that it will not result in private business use.

SECTION II GENERAL TERMS AND CONDITIONS

II.1 Governing Law and Choice of Forum

This Contract and any disputes hereunder shall be governed by the laws of the Commonwealth of Virginia. It is further agreed that all disputes and matters whatsoever arising under, in connection with or incident to this Contract, shall be litigated, if at all, in and before a state Court located in the County of Prince William in the Commonwealth of Virginia or a federal Court located in the Eastern District of Virginia, and any appropriate appellate Court thereof, to the exclusion of the courts of any other state, territory, county, or other jurisdiction.

II.2 Incorporation of Federal Transit Administration Terms

These terms include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any OMNIRIDE requests that would cause the OMNIRIDE to be in violation of the FTA terms and conditions.

II.3 No Federal Government Obligations to Third Parties

The federal government shall not be subject to any obligations or liabilities of any Contractor, or any other person not a party to a Grant Agreement or Cooperative Agreement in connection with the performance of the Contract. Notwithstanding any concurrence provided by the federal government in or approval of any solicitation, sub-agreement, or third party contract, the federal government continues to have no obligations or liabilities to any party, including the third party Contractor.

II.4 Availability of Funds

It is understood and agreed that the OMNIRIDE shall be bound to this Contract only to the extent of the funds appropriated or which may hereafter become available for the purpose of this Contract. If funds are reduced or eliminated by the Commonwealth of Virginia or Federal Transit Administration, this Contract can be terminated accordingly under the provisions of this Contract.

II.5 Disallowed Costs Including Interest

The Contractor agrees to remit to the OMNIRIDE, which in turn will remit to the Federal government, any excess payments made to the Contractor disallowed by the Federal government, as well as any interest required by Subsection 9.g. of the FTA Master Agreement. OMNIRIDE will exclude any project costs incurred by the Contractor before the date of the Notice to Proceed unless otherwise authorized by OMNIRIDE in writing. OMNIRIDE will also exclude any cost not included in the approved project budget, any ordinary governmental or non-project operating cost consistent with prohibitions of 49 USC §5323(h)(1) and any cost ineligible for FTA participation as required by Federal law, regulation or guidelines for Federal participation included the cost soliciting response. Payment does not constitute a final decision about whether a cost is eligible for reimbursement and does not constitute a waiver of any violation by the Contractor of the terms and conditions of the Contract.

II.6 Default

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the OMNIRIDE, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the OMNIRIDE may have.

II.7 Termination for the Convenience of the OMNIRIDE

1. The parties agree that OMNIRIDE may terminate the Contract or any work or delivery required thereunder, from time-to-time either in whole or in part, without cause whenever the Contract Administrator shall determine that such termination is in the best interest of OMNIRIDE.
2. Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the Contract Administrator, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination. Upon receipt of such Notice, the Contractor shall:
 - Cease any further deliveries or work due under the Contract on the date and to the extent which may be specified in the Notice;
 - Place no further orders with any subcontractors except as may be necessary to perform that portion of the Contract not subject to the Notice;
 - Terminate all subcontractors except those made with respect to Contract performance not subject to the Notice;
 - Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of OMNIRIDE;

- Use its best effort to mitigate any damages, which may be sustained by him as a consequence of termination under this clause;
 - As directed by the OMNIRIDE Contract Administrator, transfer title and deliver to OMNIRIDE:
 - i. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and
 - ii. The completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to OMNIRIDE.
 - Complete performance of the work not terminated; and
 - Take any action that may be necessary, or that the OMNIRIDE Contract Administrator may direct, for the protection and preservation of the property related to this Contract that is in the possession of the Contractor and in which OMNIRIDE or the Government has or may acquire an interest.
3. After complying with the foregoing provisions, the Contractor shall submit a termination claim, in no event later than 180 days after the effective date of its termination, unless an extension is granted by the Contract Administrator. If the Contractor fails to submit the claim within the time allowed, the OMNIRIDE Contract Administrator may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
 4. The Contract Administrator, with the approval of OMNIRIDE's signatory to the Contract, shall pay reasonable costs of termination, including a reasonable amount for profit on services delivered or completed. In no event shall this amount be greater than the original Contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the services not delivered, or those services not provided. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed upon amount.
 5. In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Contract Administrator shall pay to the Contractor the amounts determined as follows, without duplicating any amount which may have already been paid under the preceding paragraph of this clause:

With respect to all Contract performance prior to the effective date of Notice of

Termination, the total of:

- Cost of the work performed;
- The cost of settling and paying any reasonable claims as provided in subparagraph (2) above; and
- A sum as profit on paragraph (5) determined by the Contract Administrator to be fair and reasonable.

The total sum to be paid shall not exceed the Contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of services not terminated.

6. In the event that the Contractor is not satisfied with any payments, which the Contract Administrator shall determine to be due under this clause, the Contractor may appeal any claim to OMNIRIDE in accordance with the "Contractual Claims and Disputes" clause of the Contract.
7. Unless otherwise provided in this Contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this Contract for three years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this Contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the OMNIRIDE Contracting Officer or his/her designee, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.
8. When termination for the convenience of the OMNIRIDE is a provision of this Contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include requirements that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the OMNIRIDE whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

II.8 Termination for Default

Either party may terminate the Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under the Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of the Contract, the OMNIRIDE shall thereupon have the right

to terminate the Contract by giving written notice to the Contractor of such termination. The written notice shall specify the effective date of termination and shall be delivered to the Contractor prior to the effective date of termination.

The Contractor shall have the right to cure its default, and thereby avoid termination, during the aforesaid notice period by remedying the circumstances which constitute the default or, where completion of such a remedy is not reasonably possible, then by taking all reasonable steps possible designed to remedy the default promptly. Successive defaults of the same nature, regardless of the Contractor efforts to cure, shall not prevent the OMNIRIDE from terminating the Contract.

II.9 Termination for Non-Appropriation of Funds

If funds are not appropriated for the current or any succeeding fiscal year subsequent to the one in which the Contract is entered into, for purposes of the Contract, then the OMNIRIDE may terminate the Contract upon prior written notice to the Contractor. Should termination be accomplished in accordance with this section, the OMNIRIDE shall be liable only for payments due through the date of termination.

II.10 Stop Work or Suspension of Work

The OMNIRIDE Contract Administrator may at any time, by written order to the Contractor, stop all, or any part, of the work called for by the Contract for a period of 90 days after the order is delivered to the Contractor and for any further period to which the parties may agree.

Any such order shall be specifically identified as a Stop Work Order issued pursuant to this section.

Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contract Administrator shall either:

1. Cancel the Stop Work Order; or
2. Terminate the work covered by such order as provided in the section, "Termination for Convenience of the OMNIRIDE."

If a Stop Work Order issued under this section is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work.

An equitable adjustment shall be made in the delivery schedule or Contract price, or both, and the Contract shall be modified in writing accordingly, if:

1. The Stop Work Order results in an increase in the time required for completion or in the Contractor's cost properly allocable to the performance of any part of the Contract; and
2. The Contractor asserts a claim for such adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contract Administrator decides the facts justify such action, he may receive and act upon such claim asserted at any time prior to final payment under the Contract.

If a Stop Work Order is not canceled and the work covered by such order is terminated for the convenience of OMNIRIDE, the reasonable costs resulting from the Stop Work Order will be allowed in arriving at the termination settlement.

II.11 Contractual Claims and Disputes

In accordance with Section 2.2-4363, VA Code Ann., this provision shall be followed for consideration and handling of all disputes and claims by the Contractor under this Contract. Section 2.2-4365, VA Code Ann. is not applicable to this Contract. Under no circumstances is this section an administrative appeals procedure governed by Section 2.2-4365, VA Code Ann. because Section 2.2-4365, VA Code Ann. is not applicable to this procurement.

Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within 10 days after the occurrence or the event giving rise to the claim or within 10 days of discovering the condition giving rise to the claim, whichever is later. In no event shall any claim arising out of this Contract be filed after submission of the request for Final Payment by the Contractor.

Disputes or claims by the Contractor with respect to this Contract shall be submitted in writing within five working days of the aforementioned notice for consideration by the Contract Administrator. The decision of the Contract Administrator shall be rendered in writing within 30 days from the receipt of the claim from the Contractor.

If the Contractor is not satisfied with the decision or resolution of the Contract Administrator, the Contractor may file a formal dispute with regard to the claim with the Executive Director of OMNIRIDE within 30 days of the decision of the Contract Administrator. The Executive Director of OMNIRIDE shall reduce his/her decision to writing and shall mail or otherwise furnish a copy of its decision to the Contractor within 30 days of the receipt of the claim from the Contractor. The decision of the Executive Director of OMNIRIDE shall be final and binding.

Should any decision-maker designated under this procedure fail to make a decision on a claim within the time period specified, then the claim is deemed to have been denied by

the decision-maker. Pending a final determination of a claim, the Contractor shall proceed diligently with the performance of the work under this Contract.

In accordance with the provisions of Section 2.2-4363, VA Code Ann., full compliance with this disputes and claim resolution procedure set forth in this section shall be a precondition of the filing of any lawsuit by the Contractor against the Commission arising out of the Contract.

II.12 Subcontracts

No portion of the work shall be subcontracted without prior written consent of OMNIRIDE. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish to OMNIRIDE the names, qualifications and experience of the proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the Contract.

The Contractor agrees to require its subcontractors and sub-subcontractors to include adequate provisions to ensure compliance with applicable Federal requirements in each subcontract and sub-subcontract. Furthermore, the Contractor agrees to include appropriate clauses in each subcontract stating the subcontractor's responsibilities under Federal law, regulation, or directive, including any necessary provisions requiring the subcontractor to extend applicable requirements to its subcontractors to the lowest tier necessary.

II.13 Prime Contractor Responsibilities

The Contractor shall be responsible for completely supervising and directing the work under the Contract and all subcontractors that it may utilize, using its best skill and attention. Subcontractors who perform work under the Contract shall be responsible to the prime Contractor. The Contractor agrees that it is as fully responsible for the acts and omissions of its subcontractors and of persons employed by the Contractor as it is for the acts and omissions of its own employees.

The Contractor shall submit to OMNIRIDE for approval and attachment to the Contract, a list of subcontractors and their required signed certifications/contracts and contact information. During the period of performance, the Contractor shall not substitute subcontractors without the written approval of OMNIRIDE. The Contractor shall notify OMNIRIDE within five calendar days after the occurrence of any of these events and provide information as to the circumstances necessitating the proposed change, new subcontractor information and other information as requested. Proposed substitutions must have comparable qualifications and experience to those being replaced. OMNIRIDE will notify the Contractor within 10 calendar days after the receipt of all required information if this change is approved and the OMNIRIDE and the Contractor shall subsequently amend the required Contract documents.

II.14 Payments to Subcontractors

In the event that the Contractor utilizes a subcontractor for any portion of the work under this Contract, the Contractor hereby agrees to:

1. The Contractor shall take one of the two following actions within seven days after receipt of amounts paid to the Contractor by OMNIRIDE for work performed by a subcontractor under the Contract.

a. Pay a subcontractor for the proportionate share of the total payment received from OMNIRIDE attributable to the work performed by that subcontractor under the Contract; or

b. Notify OMNIRIDE and any subcontractors, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

2. The Contractor shall be obligated to pay interest to a subcontractor on all monies owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from OMNIRIDE for work performed by a subcontractor under the Contract, except for amounts withheld under subsection 1.b. of this section. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the provisions of this section may not be construed as an obligation by OMNIRIDE. A Contract modification may not be made for the purpose of providing reimbursement for any such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

3. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of 1% per month.

4. The Contractor is hereby required to include in each of its subcontracts a provision requiring each subcontractor to otherwise be subject to the same payment and interest requirements set forth in subsection 2 and 3 of this section with respect to each lower-tier subcontractor. Failure to pay subcontractors in an expedient manner may result in the use of the payment bond and/or termination of the contract.

II.15 Assignability of Contract

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of OMNIRIDE.

II.16 Antitrust

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the OMNIRIDE all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth

of Virginia, relating to the particular goods or services purchased or acquired by the OMNIRIDE under said Contract.

II.17 Testing/Inspection/Review of Work

The OMNIRIDE reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to specifications. The Contractor is responsible for performing work according to specifications in a professional, high quality standard. Authorized representatives or agents of OMNIRIDE, the Commonwealth of Virginia and/or the Federal Transit Administration may, during normal office hours, review and inspect the project activities, data, reports/studies, drawings, specifications, estimates, maps computations and financial records of the Contractor or subcontractor at their offices.

II.18 Releases, Licenses, Permits and Authorizations

It is the Contractor's responsibility to obtain all releases, licenses, permits and other usage authorizations for all matters within its ordinary sphere of activity, including photographs, copyrighted materials, artwork or any other property or rights belonging to third parties obtained by the Contractor for use in performing services for the OMNIRIDE, and shall save the OMNIRIDE harmless from all claims, demands, expenses (including reasonable attorney's fees), liabilities, suits, and proceedings (including any brought in or before any court, administrative body, arbitration panel or other tribunal) against or involving the OMNIRIDE on account of or arising out of such use. The OMNIRIDE shall obtain the same for any such items obtained by the OMNIRIDE which are used by the Contractor harmless from all claims, demands, expenses (including reasonable attorneys' fees), liabilities, suits, and proceeding (including any brought in or before any court, administrative body, arbitration panel or other tribunal) against or involving the OMNIRIDE on account of or arising out of any assertions, claims, slogans, headlines or the like made for any OMNIRIDE products, as well as for all claims, demands, expenses, liabilities, suits and proceedings as able set forth arising out of the nature or use of the OMNIRIDE's products.

II.19 Buy America

The Contractor agrees to comply with 49 U.S.C. §5323(j), FTA's Buy America regulations at 49 CFR Part 661, and any amendments thereto, and any implementing guidance issued by FTA, with respect to the Contract and any subcontracts. Buy America requirements apply to purchases greater than \$100,000.

II.20 Inspection

All supplies shall be subject to inspection and testing by OMNIRIDE, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.

In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of the Contract, OMNIRIDE shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction.

Supplies or lots of supplies, which have been rejected or required to be corrected shall be removed or, if permitted or required by the Contract Administrator, corrected in place by and at the expense of the Contractor promptly after notice.

If the Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, OMNIRIDE may either:

- Replace or correct such supplies and backcharge the Contractor the cost occasioned OMNIRIDE thereby; or
- Terminate the Contract for default as provided in the Contract.

Unless the Contractor corrects or replaces such supplies or lots of supplies within the delivery schedule, the Contract Administrator may require the delivery of such supplies or lots of supplies at a reduced price, which is equitable under the circumstances. Failure to agree to such price reductions shall be a dispute concerning a question of fact within the meaning of the clause of the Contract entitled "Contractual Claims and Disputes."

If any inspection or test is made by OMNIRIDE on the premises of the Contractor or a subcontractor to the Contractor, then the respective party (of the inspection) shall provide all reasonable facilities and assistance for the safety and convenience of OMNIRIDE's inspectors in the performance of their duties without additional charge.

If OMNIRIDE's inspection(s) or test(s) are made at a point other than the premises of the Contractor or a subcontractor, it shall be at the expense of OMNIRIDE except as otherwise provided in the Contract; provided, that in the case of rejection, OMNIRIDE shall not be liable for any reduction in value of samples used in connection with such inspection(s) or test(s).

All inspections and tests by OMNIRIDE shall be performed in such a manner as not to unduly delay the work.

OMNIRIDE reserves the right to charge to the Contractor any additional cost of OMNIRIDE's inspection(s) and test(s) when supplies are not ready at the time such inspection and test is requested by the Contractor, or when re-inspection or retest is necessitated by prior rejection.

Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in the Contract; but failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies

as are not in accordance with the Contract requirements nor impose liability on OMNIRIDE therefore.

The inspection(s) and test(s) by OMNIRIDE of any supplies or lots of supplies does not relieve the Contractor from any responsibility regarding defects or other failures to meet the Contract requirements which may be discovered prior to acceptance. Except as otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes or negligence as to amount to fraud.

The Contractor shall provide and maintain a Quality Assurance and Inspection system acceptable to OMNIRIDE covering the supplies hereunder.

Records of all inspection work by the Contractor shall be kept complete and available to OMNIRIDE during the performance of the Contract and for such longer period as may be specified elsewhere in the Contract.

II.21 Responsibility for Inspection

Notwithstanding the requirements for any OMNIRIDE inspection(s) and test(s) contained in the specifications applicable to the Contract, except where specialized inspections or tests are specified for performance solely OMNIRIDE, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the Contract conform to the drawings, specifications and Contract requirements.

II.22a Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment and such title passes to OMNIRIDE upon payment of invoice.

II.22b Title

Title to the work and materials shall pass to OMNIRIDE upon placement of the equipment within the OMNIRIDE sites prior to commencement of its installation, subject to OMNIRIDE inspection thereof.

If for any reason the Work is terminated in whole or in part prior to its completion, the title to all hardware and documentation portions of the terminated Work performed to that time, and the possession of, together with the right to use and all applicable licenses for, all software portions of the terminated Work performed to that time, whether in the Contractor's facility, in transit, or on the OMNIRIDE sites shall immediately pass to OMNIRIDE unless the OMNIRIDE notice of termination specifically declines title to or possession of all or some of the terminated Work.

The Contractor warrants and guarantees that title of all materials and equipment furnished under this Contract and accepted by OMNIRIDE will pass to OMNIRIDE free and clear of all liens, claims, security interests, or encumbrances.

II.23 Ownership of Material and Intellectual Properties

All materials and/or intellectual properties, and the rights thereto, which are produced in the course of the Contract or which result from the work executed as the result of the Contract shall be the exclusive property of the OMNIRIDE unless specific rights are expressly waived by the OMNIRIDE.

Upon completion of the services of the Contract, the Contractor shall deliver all such appropriate materials including, but not limited to, camera ready artwork, computer disks, specifications, samples, photographs, video tapes, audio tapes, original artwork and drawings to the OMNIRIDE. Should the Contractor fail to deliver the materials, all expenses incurred by the OMNIRIDE in obtaining these materials shall be chargeable to the Contractor, and may be withheld for any future sums due the Contractor.

If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Contract to which this clause has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the OMNIRIDE or Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the OMNIRIDE and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," 37 C.F.R. Part 401.

The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

The Contractor also understands and agrees that any technical information developed using federal funds may be subject to export control regulations under the Bureau of Export Administration of the U.S. Department of Commerce or of other Federal agencies. Any technical information regulated by U.S. export control regulations, or the direct product thereof, will not be directly or indirectly exported to any countries or foreign persons without complying with export control regulations.

II.24 Copyrights

All copyrightable works created pursuant to this agreement shall be considered work made for hire and shall belong solely and exclusively to the OMNIRIDE. If, despite the foregoing, the OMNIRIDE is not deemed the author and initial owner of any copyrightable works created pursuant to this agreement, the Contractor agrees to irrevocable assign and does hereby irrevocably assign to the OMNIRIDE the sole, exclusive and complete copyright interest in such works, and Contractor shall execute and deliver such further documents as the OMNIRIDE may reasonably request for the purpose of acknowledging, implementing or recording this assignment.

The Contractor agrees and warrants that no individual, other than regular employees of the Contractor or the OMNIRIDE working within the scope of their employment, shall participate in the creation of any copyrightable works to be delivered under this agreement, unless such individual and his or her employer, if any, have signed an intellectual property agreement satisfactory to the OMNIRIDE before commencing such participation.

The Contractor hereby agrees that, notwithstanding anything else in this agreement, in the event of any breach of this agreement by the OMNIRIDE, the Contractor's remedy shall not include any right to rescind or otherwise revoke or invalidate the provisions of this section. Similarly, no expiration or termination of this agreement by the OMNIRIDE shall have the effect of rescinding, terminating or otherwise invalidating the provisions of this section.

II.25 Rights in Data –Intentionally Omitted

II.26 Federal Rights in Data and Copyrights – Intentionally Omitted

II.27 Patent Rights – Intentionally Omitted

II.28 Covenant against Contingent Fees

The Contractor warrants that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure the Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, percentage, brokerage fee, or other considerations, contingent upon or resulting from the award of making of the Contract. For breach or violation of this warranty, the OMNIRIDE shall have the right to annul the Contract without liability, or, at its discretion, to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, percentage, brokerage fee, gift, or contingent fee. The firm shall therefore comply with all relevant federal, state, and local laws.

II.29 Fair Employment Contracting Act

The Contractor, its agents, employees, assigns or successors, and any persons, firm, or agency of whatever nature with whom it may contract or make a contract, shall comply with the provisions of the Virginia Fair Employment Contract Act, Section 2.2-4200 et seq., VA Code Ann. the terms of which are incorporated herein by reference.

II.30 Convict Labor

In connection with the performance of work under the Contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1985.

II.31 Conflict of Interest

The Contractor and its officers and employees shall comply with the provisions of the Virginia Conflict of Interest Act (Section 2.2-3100 et. seq., VA Code Ann.), the terms of which are incorporated herein by reference.

The OMNIRIDE is intent on avoiding conflicts of interest associated with the award of the Contract. To these ends, Contractors must identify existing and prospective contractual relations they have (or could have) with organizations that could present sources of conflict as part of the bid/proposal submission. The Contractor ultimately awarded the Contract must ensure that there is no real or perceived conflict of interest of the OMNIRIDE at any time during the life of the Contract.

OMNIRIDE standards of conflict prohibit OMNIRIDE employees, officers, board members, or agents from participating in the selection, award, or administration of a third party contract or sub agreement supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the following parties has a financial or other interest in the entity selected for award (a) an employee, officer, board member or agent (b) any member of his or her family (c) his or her partner or (d) an organization that employs or intends to employ any of the above.

OMNIRIDE standards of conflict also prohibit real or apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a third party contract or sub agreement may, without some restriction on future activities, result in an unfair competitive advantage to the third party Contractor or sub-recipient or impair its objectivity in performing the Contract work.

II.32 Immigration Reform and Contract Act of 1986

The Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986 which prohibits employment of illegal aliens. The Contractor agrees that its employment of any person without legal status may subject it to termination of this Contract for default and agrees to include a similar provision in any subcontract.

II.33 Indemnification

The Contractor shall not seek to hold liable the OMNIRIDE, or any of their officers, agents and employees for any claims of any nature whatsoever arising out of the Contract or arising out of the activities funded in whole or in part of the Contract. The Contractor shall defend, indemnify, save, and hold harmless the OMNIRIDE, and their officers, agents, and employees against all claims and liability, including cost and expenses, due to the acts or omissions of the Contractor or the acts or omissions of the Contractor's subcontractors, agents or employees. The Contractor agrees to maintain adequate insurance in an amount and form approved by the OMNIRIDE to protect the OMNIRIDE and its officers, agents, and employees from liability arising out of the Contract.

Absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any sub-recipient, any third party Contractor, or any other person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of the Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, sub agreement or third party contract, the Federal Government continues to have no obligations or liabilities to any party, including the sub-recipient and third party Contractor.

II.34 Ethics in Public Contracting

The Contractor certifies that this Contract is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Contractor, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

II.35 Prohibition Against the Use of Federal Funds for Lobbying

The Contractor and all subcontractors agree to comply with the provisions of 31 U.S.C. § 1352, which prohibit the use of federal funds for lobbying any official or employee of any federal agency, or member or employee of Congress; and requires the recipient to disclose any lobbying of any official or employee of any federal agency, or member or employee of Congress in connection with federal assistance. In addition, no federal assistance funds shall be used for activities designed to influence Congress or State Legislature on legislation or appropriations, except through proper, official channels. The Contractor shall comply and assure the compliance of subcontractors at any tier with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20.

For contracts of \$100,000 or more, the Contractor shall submit to the OMNIRIDE a signed "Certification of Restrictions on Lobbying," (attached) and shall require all subcontractors with contracts of \$100,000 or more to submit to the Contractor and the OMNIRIDE such signed certifications.

II.36 Officials not to Benefit

No member of or delegate to the Virginia General Assembly, and no member of the OMNIRIDE or the Virginia Department of Transportation, shall be admitted to any share or part of the Contract, or to any benefit that may arise there from; but this provision shall not be construed to extend to the Contract if made with a corporation for its general benefits.

No member, officer, or employee of the OMNIRIDE during his/her tenure or one year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

II.37 Independent Contractor

The Contractor is and shall be in all events, an independent Contractor. Nothing herein shall be construed as constituting the Contractor as an agent, partner, employee, or legal representative of the OMNIRIDE for any purpose. Neither the Contractor nor its employees shall be entitled to or be eligible to participate in any benefits, privileges or plans given by or established for the benefit of OMNIRIDE or its employees.

II.38 Anti-Discrimination

During the performance of the Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, religion, or national origin. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, religion, or national origin. Such action shall include, but not be limited to, the following: employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor also agrees to comply with any implementing requirements FTA may issue.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

4. The Contractor will comply with all applicable requirements of Title IX of Education Amendments of 1972, as amended, 20 U.S.C. §§1681-1683, 1685-1688, with U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25, and with any implementing directives that U.S. DOT or FTA may promulgate, which prohibit discrimination on the basis of sex.

5. The Contractor will comply with applicable federal guidance issued in compliance with Executive Order Number 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. §2000d-1 note, and with the requirements and provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 *et seq.*, January 22, 2001.

6. With respect to activities deemed by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Contractor agrees to comply, and assures the compliance of each subcontractor at any tier with all applicable EEO requirements of 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. § 2000(e) note,) and any Federal statutes, executive orders, regulations, and Federal policies affecting construction undertaken as part of the Project.

7. The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, and implementing regulations, which prohibit employment and other discrimination against individuals on the basis of age.

8. The Contractor agrees to comply with all applicable requirements of any other nondiscrimination statutes(s) that may apply.

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

II.39 Access Requirements for Individuals with Disabilities

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d), which states the Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The Contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities

Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the Contractor agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:

- U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA)”, 49 C.F.R. Part 37;
- U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance”, 49 C.F.R. Part 27;
- U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles”, 49 C.F.R. Part 38;
- Department of Justice (DOJ) regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services”, 28 C.F.R. Part 35;
- *DOT regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities”, 28 C.F.R. Part 36;*
- General Services Administration regulations, “Construction and Alteration of Public Buildings, “Accommodations for the Physically Handicapped”, 41 C.F.R. Part 101-19;
- Equal Employment Opportunity (EEOC) “Regulations to Implement the Equal Employment Provisions of the Americans With Disabilities Act”, 29 C.F.R. Part 1630;
- Federal Communications regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled”, 47 C.F.R. Part 64, Subpart F; and
- *FTA regulations, “Transportation for Elderly and Handicapped Persons”, C.F.R. Part 609.*
- Architectural and Transportation Barriers Compliance Board regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. Part 1194; and
- Any implementing requirements FTA may issue.

Any and all materials, drawings or plans produced for the OMNIRIDE shall reflect the requirements of the codes and regulations listed above.

II.40 Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections

The Contractor agrees to comply with confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1174 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4581 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd-3 and 290ee-3, and any subsequent amendments to these acts.

II.41 Drug-Free Workplace to Be Maintained by Contractor for Contracts over \$10,000

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

II.42 Labor Provisions

The Contractor and any subcontractors shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this clause shall be made available by the Contractor or subcontractor for inspection, copying or transcription by authorized representatives of the FTA, the U.S. DOT, or the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

The following clauses are applicable to any Contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act:

1. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week. Determinations pertaining to these requirements shall be made in accordance with the requirements of section 102 of the Act, 40 U.S.C. §§ 327 - 332; and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and with section 107 of the Act, 40 U.S.C. § 333, and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.
2. In the event of any violation of the requirements of 29 C.F.R. §5.5(b)(1), the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of 29 C.F.R. §5.5(b)(1) in the sum of ten dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by 29 C.F.R. § 5.5(b)(1).
3. The FTA or the recipient shall upon its own action or upon written request for an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any other federal contract with the same prime Contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth at 29 C.F.R. § 5.5(b)(2).

The Contractor agrees to comply, and assures to comply, and assures the compliance of each subcontractor at any tier, with the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874 and 40 U.S.C. § 276c, and U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. Part 3. The Contractor, in addition to other requirements that may apply, agrees that it will not induce, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which that employee is otherwise entitled. In addition, the Contractor

agrees to report every suspected or reported violation of the Act or its federal implementing regulations to FTA.

Activities Not Involving Construction. The Contractor agrees to comply, and assures to comply, and assures the compliance of each subcontractor at any tier, with any applicable employee protection requirements for non-construction employees of section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 - 332, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

References to the Fair labor Standards Act, 29 U.S.C. §§ 201 et. Seq. is substituted for the reference to specific sections of the Act.

The Contractor agrees to comply and assures the compliance of these requirements for each subcontract at any tier.

II.43 Royalties

While OMNIRIDE recognizes that certain materials or component parts may be produced under the terms of licensing or cross licensing agreements, it must be understood that the use of such materials and component parts requiring the application of recurring royalty charges, costs or payments is specifically prohibited.

II.44 Metric System

In accordance with Section 30 of the FTA Master Agreement, the FTA reserves the right to impose specific metric requirements for the Contract.

II.45 Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

II.46 Environmental Regulations

The Contractor and any subcontractors are required to comply with all applicable federal environmental standards, orders or requirements issued under Section 306 of the Clean Air Act, as amended, 42 U.S.C. §7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§7401 *et seq*, and Section 508 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1368, and other provisions of the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§1251 *et seq*; Environmental Protection agency regulations (40 C.F.R. Part 15); National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§4321 *et seq*; Executive Order Number 11514, as

amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. §4321 note; FTA statutory requirements at 49 U.S.C. §5324(b); Council on Environmental Quality regulations pertaining to compliance with the National Environmental Quality Act of 1969, as amended, 40 C.F.R. Part 1500 et seq; the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622, and, when promulgated, FHWA/FTA joint regulations, "NEPA and Related Procedures for Transportation Decision making, Protection of Public Parks, Wildlife and waterfowl Refuges, and Historic Sites," 23 C.F.R. Part 1420 and 49 C.F.R. Part 623.

As stated in the aforementioned regulations, if projects cause or result in adverse environmental effects, all reasonable measures to minimize those adverse effects must be taken. In addition, all environmental mitigation measures identified as commitments in applicable environmental documents, such as environmental assessments and documents required by 49 U.S.C. §303, must be completed. These commitments include any conditions the Federal Government imposes on a finding of no significant impact or record of decision. These mitigation measures are incorporated by reference and made part of the Grant Agreement and may not be modified or withdrawn without written approval of the Federal Government.

The Contractor agrees to include in subcontracts exceeding \$100,000, adequate provisions to ensure that Project participants report the use of facilities placed or likely to be placed on EPA's "List of Violating Facilities," refrain from using violating facilities, report violations to FTA and the Regional EPA Office. The OMNIRIDE will report and requires the Contractor and any subcontractor to report any violation of these requirements resulting from implementation of the Contract by the Contractor, subcontractor (at any tier), or the OMNIRIDE to FTA and the appropriate U.S. EPA Regional Office. All plans, drawings, and other documents produced as a result of the Contract should comply with these regulations when applicable.

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

II.47 Planning

Projects financed with Federal assistance must be implemented in a manner consistent with the plans developed in compliance with the applicable planning and private enterprise provisions of 49 U.S.C. §5303 through 5306 and 5323(1) and with the joint Federal Highway Administration (FHWA)/FTA regulations, "Planning Assistance and Standards," at 23 C.F.R. Part 450 and 49 C.F.R. Part 613 and, when promulgated, with FHWA/FTA regulations, "Metropolitan and Statewide Planning," 23 C.F.R. Part 1410 and 49 C.F.R. Part 621; and to the extent applicable, with FTA regulations, "Major Capital Investment Projects," 49 C.F.R. Part 611.

II.48 Audit

The Contractor hereby agrees to maintain all books, records, accounts, and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case the Contractor agrees to maintain same until the OMNIRIDE, the FTA Administrator, the Comptroller General, or any their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. Reference 49 CFR 18.39(i)(11). The agency, its authorized agents, Federal Government, and/or state auditors shall also have full access to and the right to examine any of said materials during said period.

II.49 False or Fraudulent Statements and Claims

The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et. seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31 apply to its actions pertaining to the Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which the Contract work is being performed. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project which is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses on each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

II.50 Support of Exclusionary of Discriminatory Specifications

Apart from inconsistent requirements by Federal statute or regulations, the OMNIRIDE complies with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance awarded by FTA to procurements with exclusionary or discriminatory specifications.

II.51 Authorized Funding

If at any time the Contractor has reason to believe that the costs to OMNIRIDE which will accrue in the performance of the Contract in the next succeeding 30 days, when added

to all other payments previously accrued, will exceed 75% of the then current total authorized funding, the Contractor shall notify the OMNIRIDE to that effect, advising the estimate of additional funds required for completion of the task order. The Contractor shall be under no obligation to perform any work hereunder, and OMNIRIDE shall not be obligated to reimburse Contractor for any work performed, if in the performance thereof the total funding then allotted to Contract will be exceeded.

OMNIRIDE shall not be obligated to pay the Contractor any amount in excess of the ceiling price reflected in the Contract, and the Contractor shall not be obligated to continue performance if to do so would exceed the price set forth in the Contract, unless and until the OMNIRIDE Executive Director shall have notified the Contractor in writing that the price has been increased and shall have specified in the notice a revised price that shall constitute the price for performance under the Contract, and the Contract has been duly modified. When and to the extent that the price set forth in the Contract has been increased, any hours expended and material costs incurred by the Contractor in excess of the price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the price.

II.52 Taxes

Deliveries against the Contract shall be free of federal excise and transportation taxes as well as sales tax to the extent permitted by law. The OMNIRIDE excise tax exemption registration number shall be furnished upon request. OMNIRIDE is exempt from the payment of any Federal excise tax and Virginia sales tax. However, when under established trade practice, any Federal excise tax is included in the list price, the Offeror may quote the list price and shall show separately the amount of Federal tax, as a flat sum, which shall be deducted by OMNIRIDE.

II.53 Extra Charges Not Allowed

The negotiated price shall be for the complete installation ready for OMNIRIDE use, and shall include all applicable freight and installation charges; extra charges will not be allowed.

II.54 Modifications or Changes to the Contract

Changes in the Work and changes in the Contract can only be made by written amendments signed by both the Contractor and OMNIRIDE, prior to implementation of such changes. Any part of the Contract that is not specially mentioned in an amendment or set of amendments shall not be changed. No implied changes are acceptable to either party to the Contract. The Contractor shall be liable for all costs resulting from, and for satisfactorily correcting, any change not properly ordered by written amendment to the Contract and signed by the both parties.

OMNIRIDE may initiate a request for change by drafting amendments defining the intended changes in requirements and delivering these to the Contractor. The Contractor is required to respond to OMNIRIDE within fifteen (15) calendar days, or such time as OMNIRIDE shall specify for a particular change request. The response provided by the Contractor shall include:

- a. The requested amendment, modified if necessary, describing in detail the changes to the Work,
- b. An impact statement describing how, if at all, other provisions of the Contract will be affected, including purchase price and payment terms, performance bond, schedule, hardware and software deliverables, spare capacities, system performance, processor loading, training, testing, documentation, and spare parts.

If the change requested is one that was included in the Contractor's proposal as an option, the initial draft amendment provided by OMNIRIDE will include the pertinent information in the specification and proposal.

The Contractor may initiate a request for change. The procedure defined in the preceding paragraphs would be followed except that the Contractor prepares the initial draft of the amendment as well as the impact statement.

The change in price associated with a change under consideration, if it is large enough to have an impact on the amount of the Performance Bond, must include a separate amount for the required change in premium so that at OMNIRIDE's option the Performance Bond will still be in accord with the total value of the Contract after the change is executed. OMNIRIDE is not obligated to notify the sureties when making a change.

Each amendment that is adopted by the parties shall be dated, numbered in sequence beginning with Amendment Number 1, and duly executed by both OMNIRIDE and the Contractor.

II.55 Examination of Records

The Contractor agrees as follows:

1. Reports. The Contractor agrees to provide to OMNIRIDE those reports required by the U.S. DOT's grant management rules and any other reports the federal government may require.

2. Record Retention. The Contractor agrees to provide the OMNIRIDE, the FTA Administrator, the Comptroller General of the United States or any authorized representatives access to any books, documents, paper and records of the Contractor which are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts and transcriptions even after the project has been closed-out. The Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access

to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, or 5311.

The Contractor agrees that it will maintain intact and readily accessible all data, books, accounts, documents, reports, records, contracts, and supporting materials relating to the Contract as the federal government and Commonwealth of Virginia governments may require during the course of the Contract and for three (3) years thereafter, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case the Contractor agrees to maintain the same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation appeals claims or exceptions related thereto.

3. Access to Records. Upon request, the Contractor agrees to permit OMNIRIDE, its authorized agents, state auditors, the Secretary of Transportation, and the Comptroller General of the United States, or their authorized representatives, to inspect all project work, materials, payrolls, and other data, and to audit the books, records, and accounts pertaining to the project.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that OMNIRIDE, its authorized agents, state auditors, the Secretary of Transportation, and the Comptroller of the United States, or their authorized representatives, until the expiration of five years after final payment under the subcontract, be permitted to inspect and audit all data and records of the subcontractor relating to his performance under the subcontract.

The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$100,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

OMNIRIDE shall continue to have a period beyond five years after final payment under the Contract to inspect and audit all data and records which relate to:

- Appeals under the "Claims/Disputes" clause of the Contract;
- Litigation of claims arising out of the performance of the Contract; or
- Costs and expenses of the Contract as to which exception has been taken by OMNIRIDE or the Commonwealth of Virginia or any of its duly authorized representatives.

The extended right of inspection shall continue for such period beyond five years after final payment under the Contract until such appeals, litigations, claims or exceptions have been disposed of, and for such period thereafter as required for review by the Virginia Department of Transportation and OMNIRIDE.

4. Notification of Federal Participation. In the announcement of any contract award for goods or services (including construction services) having an aggregate value of \$500,000 or more, the Contractor agrees to specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express the amount of that Federal assistance as a percentage of the total cost of that third party contract.

II.56 Geographic Restrictions

The Contractor agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute, and as permitted by FTA, such as for professional services in areas where such a restriction does not unduly limit competition.

II.57 Employment of Personnel

The Contractor shall not employ any persons or persons in the employment of OMNIRIDE for any work required by the terms of the Contract, without written permission of the OMNIRIDE.

II.58 Publications

Articles, papers, bulletins, reports or other material reporting the results and findings of the work conducted under the Contract shall not be presented publicly or published without prior approval in writing of the OMNIRIDE and all materials remain the sole property of OMNIRIDE.

Publications and reports officially released after the date of execution of then Contract describing the results of any investigation or study hereunder participated in by OMNIRIDE shall give recognition to the OMNIRIDE in the text and title page to the nature of its cooperative character.

II.59 Electronic and Information Technology

To the extent required by law, the Contractor agrees that any electronic and information technology financed with Federal assistance awarded for the Contract will meet the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973, as amended, by 29 U.S.C. § 794d, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194.

II.60 Use of Real Property, Equipment, and Supplies

The Contractor understands and agrees that the Federal Government retains a Federal interest in any real property, equipment, and supplies financed with Federal assistance until, and to the extent, that the Federal Government relinquishes its Federal interest that

property. Unless otherwise approved by FTA, the Contractor agrees to comply with the following requirements with respect to real property, equipment, and supplies financed by the Contract:

a. Use of Property. The Contractor agrees to use Contract real property, equipment, and supplies for appropriate Contract purposes (which may include joint development purposes that generate program income, both during and after the award period used to support transit activities) for the duration of the useful life of that property, as required by OMNIRIDE. Should the Contractor unreasonably delay or fail to use Contract property during the useful life of that property, the Contractor agrees that it may be required to return the entire amount of the Federal assistance expended on that property. The Contractor further agrees to notify OMNIRIDE immediately when any Contract property is withdrawn from Contract use or when Contract property is used in a manner substantially different from the representations the Contractor has made in its bid/proposal for the Contract.

b. General Federal Requirements. A Contractor that is an institution of higher education, or a private nonprofit organization, agrees to comply with 49 C.F.R. §§ 19.30 through 19.37, including any amendments thereto, and other applicable guidelines or regulations the Federal Government may issue. Any exception to the requirements of 49 C.F.R. §§ 18.31 through 18.34, and to 49 C.F.R. §§ 19.30 through 19.37, requires the express approval of the OMNIRIDE. A Contractor that is a for-profit organization agrees to comply with property management standards satisfactory to OMNIRIDE. In addition, the Contractor consents to FTA's established reimbursement requirements for premature dispositions of certain Contract equipment (*i.e.*, when Contract equipment is withdrawn from appropriate use before the expiration of the equipment's useful life established by FTA), as explained in this section.

c. Maintenance. The Contractor agrees to maintain Contract real property and equipment in good operating order, in compliance with any guidelines, directives, or regulations FTA may issue.

d. Records. The Contractor agrees to keep satisfactory records regarding the use of Contract real property, equipment, and supplies, and submit to the OMNIRIDE upon request such information as may be required to assure compliance with this section of the Contract.

e. Encumbrance of Contract Property. The Contractor agrees to maintain satisfactory continuing control of Contract real property or equipment. Thus, absent written authorization by OMNIRIDE permitting otherwise:

1. Written Transactions. The Contractor agrees to refrain from executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, grant anticipation note, alienation, or any other obligation that in any way would affect the Federal interest in any Contract real property or equipment.

2. Oral Transactions. The Contractor agrees to refrain from obligating itself in any manner to any third party with respect to Contract real property or equipment.

3. Other Actions. The Contractor agrees to refrain from taking any action that would either adversely affect the Federal interest or impair the Contractor's continuing control of the use of Contract real property or equipment.

f. Transfer of Contract Property. The Contractor understands and agrees as follows:

1. Contractor Request. The Contractor may transfer assets financed with Federal assistance authorized for 49 U.S.C. Chapter 53 to a public body to be used for any public purpose with no further obligation to the Federal Government, provided the transfer is approved by OMNIRIDE and Federal Transit Administrator and conforms with the requirements of 49 U.S.C. §§ 5334(g)(1) and (2).

2. Federal Government Direction. The Contractor agrees that the Federal Government may direct the disposition of, and even require the Contractor to transfer title to, any real property, equipment, or supplies financed with Federal assistance under the Contract.

3. Leasing Contract Property to Another Party. If the Contractor leases any Contract asset to another party with OMNIRIDE's written permission, the Contractor agrees to retain ownership of the leased asset, and assure that the lessee will use the Contract asset appropriately, either through a "Lease and Supervisory Agreement" between the Contractor and lessee, or another similar document, unless the OMNIRIDE determines otherwise in writing. Upon request by OMNIRIDE, the Contractor agrees to provide a copy of any relevant documents.

g. Disposition of Contract Property. With prior OMNIRIDE approval, the Contractor may sell, transfer, or lease Contract property and use the proceeds to reduce the gross project cost of other eligible capital transit projects to the extent permitted by 49 U.S.C. § 5334(g)(4). Nevertheless, the Contractor agrees that OMNIRIDE may establish the useful life of Contract property, and that the Contractor will use Contract property continuously and appropriately throughout that useful life.

1. Contract Property Whose Useful Life Has Expired. When the useful life of Contract property has expired, the Contractor agrees to comply with OMNIRIDE's disposition requirements.

2. Contract Property Prematurely Withdrawn from Use. For property withdrawn from appropriate use before its useful life has expired, the Contractor agrees as follows:

(a) Notification Requirement. The Contractor agrees to notify OMNIRIDE immediately when any Contract real property, equipment, or supplies are

prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.

(b) Calculating the Fair Market Value of Prematurely Withdrawn Contract Property. The Contractor agrees that the Federal Government retains a Federal interest in the fair market value of Contract property prematurely withdrawn from mass transportation use. The amount of the Federal interest in the property shall be determined on the basis of the ratio of the Federal assistance awarded by the Federal Government for the property to the actual cost of the property. The Contractor agrees that the fair market value of property prematurely withdrawn from use shall be calculated as follows:

(1) Equipment and Supplies. Unless otherwise determined in writing by OMNIRIDE, the Contractor agrees that fair market value shall be calculated by straight-line depreciation of the equipment or supplies, based on the useful life of the equipment or supplies established or approved by FTA. In addition, the fair market value of equipment and supplies shall be the value immediately before the occurrence prompting the withdrawal of that property from use. In the case of equipment or supplies lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of that property immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage. The Contractor may use its own disposition procedures, provided that those procedures comply with the State's laws.

(2) Real Property. The Contractor agrees that the fair market value of real property shall be determined either by competent appraisal based on an appropriate date approved by the Federal Government, as provided by 49 C.F.R. Part 24, or by straight line depreciation, whichever is greater.

(3) Exceptional Circumstances. The Contractor agrees that the OMNIRIDE may require the use of another method of determining the fair market value of property. In unusual circumstances, the Contractor may request that another reasonable valuation method be used including, but not limited to, accelerated depreciation, comparable sales, or established market values. In determining whether to approve such a request, the OMNIRIDE may consider any action taken, omission made, or unfortunate occurrence suffered by the Contractor with respect to the preservation or conservation of Contract property withdrawn from appropriate use.

(c) Obligations to the OMNIRIDE. Unless otherwise approved in writing by the OMNIRIDE, the Contractor agrees to remit to the OMNIRIDE the Federal interest in the fair market value of Contract real property, equipment, or supplies prematurely withdrawn from appropriate use. In the case of fire, casualty, or natural disaster, the Contractor may fulfill its responsibilities with respect to the Federal interest remaining in the damaged equipment or supplies by either:

(1) Investing an amount equal to the remaining Federal interest in like-kind equipment or supplies that are eligible for assistance within the scope

of the Contract that provided financial assistance for the damaged equipment or supplies;
or

(2) Returning to the OMNIRIDE an amount equal to the remaining Federal interest in the damaged property.

h. Insurance Proceeds. If the Contract receives insurance proceeds as a result of damage or destruction to the Contract property, the Contractor agrees to:

1. Apply those insurance proceeds to the cost of replacing the damaged or destroyed Contract property taken out of service, or

2. Return to the OMNIRIDE an amount equal to the remaining Federal interest in the damaged or destroyed property.

i. Transportation - Hazardous Materials. The requirements of U.S. Research and Special Programs Administration regulations, "Shippers - General Requirements for Shipments and Packagings," 49 C.F.R. Part 173, apply to the transportation of hazardous materials.

j. Misused or Damaged Project Property. If any damage to Contract real property, equipment, or supplies results from abuse or misuse of that property occurring with the Contractor's knowledge and consent, the Contractor agrees to restore that real property or equipment to its original condition or refund the value of the Federal interest in the damaged property, as the Federal Government may require.

II.61 Protection of Sensitive Security Information

To the extent applicable, the Contractor is to comply with Section 101(e) of the Aviation and Transportation Security Act, 49 U.S.C. §4019(b), with U.S. Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 1520, and with any implementing regulations, requirements, or guidelines that the Federal Government may issue.

II.62 Employment Discrimination for Contracts Over \$10,000

1. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices setting forth the provision of this nondiscrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

c. Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The Contractor will include the provisions of the foregoing paragraphs a, b, and c in ever subcontract or purchase order over \$10,000, so that the provisions shall be binding upon each subcontractor or Contractor.

II.63 Liability for Loss or Damage

The Contractor shall be liable for any loss of, or damage to, OMNIRIDE property caused by the negligence, wanton or willful misconduct of the Contractor, his agents, servants and employees, and shall indemnify and save OMNIRIDE harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to, or death of, any person, or damage to property other than OMNIRIDE property, resulting from the performance of the Contract. The Contractor shall submit to the OMNIRIDE Executive Director within 24 hours following the occurrence of such damage, loss or injury, a full written report.

II.64 Ethics in Public Contracting

The Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Sections 2.2-4367 through 2.2-4377, Va. Code Ann., and that all amounts received by it, pursuant to this Procurement, are proper and in accordance therewith.

II.65 Integration

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations or agreements, written or verbal, between the parties hereto.

II.66 Warranty

The Contractor warrants that the Work, and all parts thereof, shall be of the kind and quality described in this Contract, shall perform in the manner specified, and shall be fit for the purpose for which it is supplied. The Contractor shall correct, without delay and at its own expense, any portion of the Work that does not meet the warranty and that is discovered within one (1) year after final acceptance of the Work by correcting the defective portion of the Work, including any required correction in defective design, or by providing a non-

defective replacement on OMNIRIDE's premises, whichever is appropriate. The costs of correction shall be at the Contractor's expense and shall include all shipping costs, both to and from the Contractor's facility, and the appropriate technical advice and direction for removal of the defect and installation of the corrected Work, including on-site services as required.

Any repair, replacement, or modification performed pursuant to the provisions of this clause shall be supplied or repaired on the same terms and conditions as provided for herein for the supply of the Work and in particular a new warranty period shall apply. Such new warranty period shall expire on the date twelve (12) months from the date of such acceptance of replacement, repair, or modification.

For software defects, the Contractor shall provide telephone consultation to OMNIRIDE at no charge. If the Contractor cannot correct the defect by remote telephone support, or if, in the sole discretion of OMNIRIDE, the Contractor fails to make significant progress in the repair of the software defects by remote telephone support, the Contractor, at the request of OMNIRIDE, shall supply knowledgeable software engineers on site to correct the deficiencies. Assistance by OMNIRIDE to the Contractor shall not relieve the Contractor of any responsibilities associated therewith.

If the Contractor shall fail to correct any defect within a reasonable time, OMNIRIDE shall have the right to employ others to do so. The Contractor shall be liable for all costs and expenses thereby incurred by OMNIRIDE.

Nothing herein shall be deemed to restrict the obligations of the Contractor under the Indemnity provision of the Contract.

II.67 Force Majeure

If either party to this Contract is rendered unable, wholly or in part, to carry out its obligations under this Contract in a timely manner by reason of some cause beyond the control and without the fault or negligence of the party that amounts to Force Majeure, such party shall give to the other party prompt written notice thereof with reasonably full particulars, and if undisputed, the obligation of the party giving notice to perform its obligations shall be suspended during, but no longer than, the continuance of the Force Majeure, and such party shall act diligently to remove the Force Majeure as soon as practical and to reschedule the work or take such other action as is reasonable necessary to mitigate any delay.

For the purposes of this section, Force Majeure shall mean:

- (a) An act of war, whether or not declared, civil war, insurrection, riot, acts of terrorism, or any condition incident to the foregoing.
- (b) Acts of the Federal or State government or the entry of a court order, intended to, or having the effect of stopping or delaying the work.

- (c) An Act of God which for the purposes of this section shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature beyond the power of the party to foresee or make preparation in defense of. The performance of the work shall not be adjusted for normal inclement weather.

II.68 Emergency Order

In the event of any emergency, OMNIRIDE reserves the right to order the Contracted services from other sources, which could provide a faster delivery time.

II.69 Non-Discrimination against Faith-Based Organizations

OMNIRIDE does not discriminate against faith-based organizations in procuring supplies and services.

II.70 Preference for Recycled Products

To the extent practicable and economically feasible, the Contractor agrees to provide a competitive preference for recycled products to be used in the project pursuant to U.S. Environmental Protection Agency (U.S. EPA) guidelines at 40 CFR 247-253, which implements Section 6002 of the Resource Conservation and Recovery act, as amended 42 USC 6962.

II.71 Hold Harmless

In addition to the terms and provisions contained in Sections II.26(c) and II.33, the Contractor agrees to indemnify and hold harmless OMNIRIDE, its officers, agents and all employees and volunteers, from any and all claims for property damage, bodily injuries and personal injuries to the public, including cost of investigation, all reasonable attorneys fees, and the cost of appeals arising out of any such claims or suits, because of any and all acts of omission or commission of the Contractor, including its agents, subcontractors, employees and volunteers, in connection with work under this Contract.

II.72 Acquisition of Management, Architectural, and Engineering Services

In acquiring management, architectural, and engineering services, the Contractor agrees to comply with the requirements of 49 U.S.C. Section 5325(b), either by negotiating for those services in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949, as amended, 40 U.S.C. §§ 541 *et seq.*, or by using an equivalent qualifications-based requirement of the State. Provided that a sufficient number of qualified firms are eligible to compete for the subcontract, the Contractor's geographic location may be a selection criterion. In addition, when awarding contracts for architectural, engineering, or related services, the Contractor agrees to accept undisputed audits conducted by other governmental agencies, in accordance with 23 U.S.C. §

112(b)(2) (C) through (F). To the extent the Contractor qualifies for an exception in accordance with 49 U.S.C. § 5325(b), however, this Subsection 15.i of this clause does not apply.

II.73 Fly America – Intentionally Omitted

II.74 Performance Bond and Payment Bond - Intentionally Omitted

II.75 Provision for Flagman - Intentionally Omitted

II.76 Railroad Safety - Intentionally Omitted

II.77 Davis Bacon Act– Intentionally Omitted

II.78 Cargo Preference – Intentionally Omitted

II.79 Seismic Safety – Intentionally Omitted

II.80 Special Requirements for Clean Fuels Formula Projects - Intentionally Omitted

II.81 Disadvantaged Business Enterprise (DBE)

Each Prospective Contractor is required to submit the Disadvantaged Business Enterprise (DBE) Form (Attachment E) to the PRTC along with its proposal. This submission does not necessarily require Prospective Contractor to utilize DBE's in the performance of the contract. Where it is practicable for any portion of the awarded contract to be subcontracted, the contractor is encouraged to offer such business to small, minority and/or women-owned businesses. All DBE's proposed must be certified by the U.S. DOT, another federal agency using essentially the same definition and ownership and control criteria as DOT, or another recipient of DOT funds, the Washington Metropolitan Area Transit Authority (WMATA), Virginia Department of Minority Business Enterprise (VDMBE), or the Metropolitan Washington Airports Authority (MWAA). If the Prospective Contractor is not itself, nor plans to utilize an authorized DBE, the Prospective Contractor should write on the DBE Form "No DBE's" and submit the form.

The Successful Contractor and its subcontractors agree to ensure that disadvantaged business enterprises as defined in 49 C.F.R. Part 26 have a level playing field on which DBEs can compete fairly and participate fully in contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, PRTC and its contractors shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that disadvantaged business enterprises have a level playing field to compete for and perform contracts.

The PRTC and its contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts. The Successful Contractor

cannot terminate a DBE subcontractor for convenience and then perform that work with its own forces or its affiliate. Failure by the contractor or his/her subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as PRTC deems appropriate.

The Successful Contractor shall be required to submit a schedule of DBE use and payments made to DBEs on a biannual basis as determined by PRTC. The contractor is required to maintain records and documents of payments to DBE's for three years following the performance of the contract and will make these records available to PRTC upon request.

The Successful Contractor, its agents, employees, assigns or successors, any persons, firms, or agency of whatever nature with whom it may contract or make agreement, in connection with the contract shall cooperate with PRTC in meeting its commitment and goals with regard to the creation of a level playing field of disadvantaged business enterprises. The parties to the contract shall use their best efforts to ensure that disadvantaged business enterprises shall have a level playing field to compete for subcontract work under this contract.

Reference: Federal Regulation Sec. 49 CFR 26.49

II.82 Insurance

The Contractor will be responsible for all insurance coverages that are necessary for the bus service. All coverage will be in effect prior to the first day of the Contract period and will provide PRTC copies of renewals.



POTOMAC AND RAPPAHANNOCK
TRANSPORTATION COMMISSION

CONTRACTOR:

Executive Director - Contracting Officer

Contractor Representative

Date

Title

Date

ATTEST:

Executive Assistant

Date

APPROVED AS TO FORM PRTC ATTORNEY

Attorney's Signature

Date

	Questions	PRTC Response
1	PRTC will receive all questions from prospective bidders by 10/15/19. The answers to these questions are to be distributed on 10/22/19. It is possible that the answers may result in additional questions. Would the PRTC allow proposers to review answers and allow for a second date of 10/25/19 for final questions? This would reduce risk for the contractor and PRTC.	No
2	Page 5 infers that PRTC could award part of this contract to different bidders. Please describe a circumstance in which this might occur.	We cannot find this on page 5.
3	This procurement is substantially a labor services contract with most employees being covered by collective bargaining agreements. Please clarify PRTC's expectations for DBE participation.	Please see attachment 2 online.
4	Please provide the incumbent contractor's level of DBE participation.	There is no DBE goal for this contract. Our overall goal is 11.3%
5	May a contractor use a self-insured retention program and what evidence of financial security must be provided in support of such a program?	This question is unclear. The evidence of financial security is outlined in the RFP.
6	Please clarify whether all insurances listed for the facility will also apply to the Manassas operation.	Confirmed.
7	Please clarify the concept of "slugging".	Slugging is another form of commuting that started in the 1970's to make use of the HOV facilities on the I-95/395 corridor. 3 people are needed in order to use the lanes, so drivers would pull up to commuter lots and see if one or two others (whichever was needed to get to 3) would ride to a point somewhere at Pentagon or DC. The term "slug" was derived from bus operators who would pull up to a bus stop to pick up passengers only to find out they were waiting to ride in a car rather than a bus. Slug is a quarter-sized piece of metal that passengers would pass off as currency in the days before electronic fareboxes, so the commuter waiting for the car was a fake transit passenger in the eyes of the bus operator. The slugging community has flourished into a major commuter operation. Cars pull up to various commuter lots and passengers ride to a destination in the DC urban core and either take Metro, walk, etc. to get to their final destination. Meanwhile the driver enjoys the benefits of making use of the HOV lanes. Now that the lanes along I-95 are express lanes with tolls for single occupants, it's become even more popular. We support this form of transportation as a means to become part of the commuting community, it's vital to the success of all mobility operators in the region. There are many sites that discuss the origin of this commuting and urge you to look some of the up such as sluglines.com or wikipedia for its history. It is a very organized form of commuting.
8	Please indicate the Contractor's responsibility as it pertains to "slugging"?	People who slug also ride our buses. If there is a drought in cars, people will get in the line to board the commuter buses and use us instead. They will have their SmartTrip cards ready to pay. We support this form of commuting and are trying to work with them more on signage, space to conduct slugging more efficiently and incorporating slugging into new commuter lot designs. Slugging is not part of OMNIRIDE's services, nor do we offer any financial support for it. However, it is important that proposers of this contract understand what it does and how it correlates to the services we provide.
9	Page 20. Please clarify what is meant by flexible-demand based services. Are these services part of this solicitation and contract?	As the needs of transportation change, so do the operations of services. The flexible on-demand service is another form of transportation we are studying. The initial phase is to look at ways to move commuters in the western County to either the nearest Virginia Railway Express station or a commuter lot to minimize the need to drive to these areas. It is part of our long term strategic plan to evaluate various forms of mobility options other than traditional bus or paratransit. This service would function very much like a TNC where a person would use their mobile device to request a vehicle pick them up and take them to their commuter-based destination. It could evolve into something more significant in the future. While this is not part of this RFP, as the service evolves into more, we will look upon our partners to offer solutions to operating this service, whether it's directly with the contractor or through a different means through another company.
10	Please indicate whether the correct totals for the contingency fleet is eleven (11) MCI units and three (3) Gilligs for a contingency fleet of fourteen (14)?	The contingency fleet will continue to be a moving target for the near term. We are in the process of starting new state funded services utilizing funding for operations and capital. Until we can purchase the new buses, we are holding on to some of our older MCI's to operate the service. Once the new buses arrive late summer 2020, we'll evaluate whether this number changes due to selling off of older buses or moving other MCI's into the contingency fleet. The number of contingency vehicles for MCI's may increase to 15-17 at least for the next year, and the 30-foot Gilligs will remain at 3.
11	Will the configuration of the contingency fleet change during the contract or will it always be about 14 vehicles?	It will change based on need. 14 is a good estimate though for subsequent years
12	Page 28. Please clarify whether the contractor is responsible for providing office furniture for its operations at the Manassas facility.	Contractor is responsible for furniture
13	Off-site fuel is to be used for paratransit operations. Please clarify whether this fuel site is provided and paid-for by PRTC or whether the contractor will be responsible for paratransit fuel.	It will be paid for by PRTC. Please see addendum that clarifies this
14	Page 31. Please clarify the purpose of the monthly invoice for monthly recurring costs (MRC). Is this cost to be included in the contractor's proposal? If so, please provide the past 12-months of this cost for the incumbent contractor.	Please see attachments for First Transit invoices
15	Page 40. Key personnel are listed as General Manager, Assistant General Manager, Director of Operations, Director of Maintenance, Director of Human Resources, Director of Finance and Administration and Director of Safety and Training. Is PRTC expecting that all seven of these positions be named at the time of the proposal? This provides a significant advantage to the incumbent operator when some of these positions and people may wish to continue their positions with a new contractor. Please clarify the position to be named in the proposal.	Please review the key personnel section of the RFP document.
16	Please indicate whether the Manager of Maintenance Quality Assurance is a key position?	Yes, it is a key position.
17	It is difficult to name and hold staff to job positions that will not become paid jobs until at least April 2020. Can a bidder determine what key positions that it can fill at this time and rely upon PRTC's concurrence for other candidates as the project is implemented?	Please review the key personnel section of the RFP document.
18	Page 43: This RFP text refers to a technician to bus ratio. With a fleet of 177 vehicles and a 1:10 ratio it appears that the correct number technicians is at least 18. Please confirm this is the number the PRTC requires.	The ratio is a suggestion. Currently, the ratio is 8:1. In your example, 18 techs would be needed. We look to the contractor to propose the proper mechanic to vehicle ratio understanding that we are also recommending at least two shifts contain a tech dedicated to IT that is not to be included in the tech to bus ratio
19	Please provide the current number of technicians employed by the incumbent contractor?	See attached Fleet audit from June 2019 that summarizes the current maintenance practices and staffing levels.
20	Page 44: The term "RMA's" is used on this page. Please define this acronym.	Return Merchandise Authorization. It is a part of the process of returning a product to receive a refund, replacement, or repair during the product's warranty period. Maintenance RMA for replacement of parts.
21	Please indicate whether PRTC has a process for the transition existing inventory to a new contractor, or whether the transition would need to be established between the two contractors.	This question is unclear. We do not own the parts inventory. The bus inventory process is outlined in the RFP.

	Please provide an inventory of major shop equipment units for both the Woodbridge and Manassas facilities that are owned by PRTC and will be provided to the contractor for use on this contract.	Please see RFP appendix.
22		
23	Page 48: Please verify that the only major vehicle components being supplied by PRTC are engines over 300,000 and transmissions over 25,000.	The RFP indicates "OMNIRIDE's payment responsibility for powertrain component replacement will be limited to only those engines and transmissions that fail and have accumulated over 300,000 miles. Any repairs after 300,000 miles that do not require powertrain component replacement (i.e., replacing heads, repairing cylinders, etc.), will be the Contractor's responsibility..."
24	Reference is made to the manufacturer's prescribed PMI schedule. Does PRTC have a current PMI frequency schedule that it requires?	Yes, manufacturer requirements.
25	Is the PMI schedule different for different types of equipment?	Yes, per manufacturer requirements.
26	Page 53. Please provide a vehicle replacement plan and/or vehicle overhaul plan for each vehicle.	See attached for replacement schedule
27	Please clarify and provide an example of a non-gate to gate accident?	An accident/incident occurring in the bus yard.
28	Page 60. The language suggests that paratransit trips within a community can be 60 minutes in length while trips between communities can be only 45 minutes in length. Please verify that this is correct.	This is correct. A trip cannot take longer than 60 minutes while traveling within the existing area that it is operating in. If it needs to travel between communities, the trip should not be longer than 45 minutes, meaning it should not take 45 minutes to go from community to community and it should not take longer than 60 minutes within that community. The service area, particularly on the western side where the pilot is starting, is not very big.
29	Page 68. There is a paragraph describing communications and contingencies for a possible labor action. Labor relations and the development of agreements comes down to the meetings that are closest to the contract expiration date. Will PRTC agree that verbal communications between the contract and PRTC management are an effective way to update the negotiating process?	Verbal updates are sufficient.
30	Page 76: Please clarify the incentive language. It appears that there will be a maximum incentive pool of \$309,140 for the contractor and \$309,140 for the contractor's employees. Is the total award pool \$618,280 in the first year of this contract?	That is correct.
31	Will the incentive award pool change by the CPI each year?	Yes.
32	Page 81: Please provide an example of how a contractor earns back deductions quarter over quarter.	See attached language explaining earnbacks.
33	Please clarify whether there is a year end reconciliation of deductions.	Reconciliations are conducted monthly prior to the levying of Contract Deductions. During the annual review portion, up to 50% of deductions are eligible for return. The RFP provides further explanation of how that is determined and what CD's are eligible for the return
34	With this new contract and the transition to the Manassas facility will PRTC agree to a 90-day moratorium on the incentives and deductions?	Reserved for negotiation phase.
35	Page 85. Please define the term "BSOP's".	Please see attachments.
36	Page 93. This language requires a listing of all claims against a contractor over a three-year period. Can this be done with a summary table?	Yes
37	Page 96. This language requires references for all contracts. This list will be very lengthy. Is a subset of this reference list which would be projects similar to PRTC acceptable?	References from new contracts entered into in the last 24 months, at least 3. And at least 3 from contracts entered into greater than 36 months. All should be within 20% of this fleet size.
38	Page 104: The text indicates that the interview process may change the scoring of the contractor proposal. How will the interview portion be evaluated?	Scoring criteria is the same for the interview as it was for the initial proposal.
39	Please consider giving a separate score for the interview.	The interview will not have a separate score.
40	Please clarify the office space which will be available to the contractor at Manassas.	See attachment.
41	Please indicate which facility will be the most appropriate location for the General Manager.	The Woodbridge facility will still have the highest percentage of service operated, but the expectation is the General Manager will have a presence at both facilities.
42	Please indicate the projected vehicle allocation between the two facilities.	This is still being evaluated due to identifying which routes will operate out of the new yard vs. the existing yard. While the Manassas, Manassas Park, Manassas Metro Express and Linton Hall Metro Express will be based out of there, not all Manassas/Gainesville/Haymarket commuter trips will be depending on how they are paired up with other runs. We have an estimation but this will change. See attached for current projections. See attached with a draft plan that we are developing.
43	Please confirm that window dispatch will be required at both facilities during all service hours.	Yes.
44	Will the service hours be different at Woodbridge and Manassas?	Yes. Woodbridge has more service, including Saturday Operations, than Manassas.
45	Please confirm that the bus operations control center will be consolidated at the Woodbridge facility.	This is still to be determined and we look to the contractor to provide their thoughts on this.
46	Will the Manassas facility be open for window dispatch on Saturday or will Saturday operations be consolidated to Woodbridge?	Saturday service only operates in the eastern County. However, there may be circumstances that require Saturday operations out of Manassas. If this is needed, arrangements will be made ahead of time.
47	Does PRTC want the contractor to have separate revenue handling operations at the two facilities or will this function be consolidated to Woodbridge?	Buses are probed at both locations. It is up to the contractor to determine if cash handling is conducted at both facilities or in one and develop the plan for how this would be handled if one location was used.
48	If the revenue handling is consolidated at Woodbridge, who will take responsibility for the transfer of cash between Manassas and Woodbridge?	See response to #47
49	Please indicate whether employee training facilities will be provided at both facilities.	Yes.
50	Please indicate the inventory space that will be available at Manassas.	There will be an available parts room, tire room and places to park buses.
51	Will Manassas function as a routine service garage with all major repair work performed at Woodbridge?	Both function as a full service garage.
52	Please clarify whether paratransit will be operating from both facilities at the start of this contract.	As mentioned in the RFP, the paratransit pilot is starting in the western County first. Upon completion of the pilot, further evaluation will be conducted and the goal will be to bring paratransit to the eastern County in 2021. Once that occurs, paratransit would operate from both facilities.
53	Please confirm that paratransit will operate on Saturday.	Western services do not operate on Saturdays, therefore, no paratransit operations on Saturdays
54	Please provide the name of the PRTC's current paratransit certification contractor.	ADARide
55	Is the current certification contractor using a physical assessment procedure?	Yes.
56	Please clarify whether call taking for paratransit trip reservations, trip cancellation and "where's my ride" will be handled by PRTC staff or contractor staff.	PRTC handles all customer service calls
57	Has PRTC developed a paratransit customer no show policy? If so, please provide.	Yes. See attached.
58	The scope of paratransit at the outset of this contract is very limited. It will be difficult to allocate costs to such a small pool of service hours. Will PRTC consider consolidating the paratransit hours with the other services to have a single price proposal?	We look to the contractor to provide their cost proposal for paratransit. The expectation is that this service will grow and combining with other services will stunt the growth of this program. There are many ways to operate the service, whether it includes contracts with cab companies, TNC's, or some other fashion that fulfills the obligations of this service.
59	Paratransit operations can expand significantly as eligible users become familiar with the service. Such expansion could result in the need for additional personnel to manage and support the operation. Such expansions would not be accommodated by a CPI adjustment. Will PRTC allow and an annual reopener of the contract to assess paratransit and its staffing requirements?	The cost sheets attached to the RFP allow for proposers to indicate the price per revenue hour based on what range those hours fall into. With those revenue hour increases are the expectations that the needs of the contractor will change with staffing, maintenance, etc. Revenue hours are broken down into ranges. We recommend that you evaluate what your needs are based on the revenue hour changes, due to increases in vehicles, supervisory needs, maintenance, etc.
60	Please indicate whether there will be any performance incentives or deductions that will be unique to the paratransit operation.	Once the pilot program is complete, we will evaluate the incentive/deduction program and how it relates to paratransit
61	Please verify that the Paratransit service is still in the Pilot Phase.	The pilot does not begin until December 9th, 2019.
62	Please provide Price Sheets in a Microsoft Excel format.	See attached.
63	Please verify that the Price Proposal is for Year 1 only.	Yes
64	On the pricing proposal forms, for Fixed and Para Transit, is the amount to be shown by line items the total dollar value or an hourly rate per the line item?	Annualized total cost

65	Form G.4 Platform Hour Matrix, are each Projected Tier the hours per day? Is an hourly rate to be put into the last column on the right for each projected Tier?	Yes, hours per day and hour rate.
66	If the projected Tier groups are the hours per day, is it then possible during a month that the contractor could get paid an hourly rate for more than 1 tier?	During a service change, there is a possibility that the service hour rate may change if the hours fall into another range.
67	Form G.3, Pricing Proposal Form – Paratransit is looking for the annual cost at the current Service Level, since the service has not started yet, what should be assumed as the current level?	The current service level is based on the budgeted service hours for FY20 (July 2019 through June 2020). For the start of the contract, we estimate the service hours will need to be at least double. However, by proposers providing the service hour rates for each range, that will allow PRTC to understand the cost for service based on what the demand will be at that time.
68	For the Para Transit service, will there be different Vehicles than those listed in Appendix 20? If so please provide a complete vehicle roster with vehicle make, model, year and mileage.	The 2 vehicles that will be arriving in November are Ford Transit W3X vans on a Ford 350 chassis.
69	Within article II.15, provision a. OMNIRIDE is requiring that the Contractor agrees to maintain Commercial General Liability including the underground hazards. Please confirm that the Contractor will be allowed to use other pollution liability coverage not related to general liability policy if it provides similar protections.	
70	Within article II.15, provision b. OMNIRIDE is requiring that the Contractor agrees that OMNIRIDE must be included as a Named Insured under this policy with respect to the Automobile Liability. As written, this requirement would provide full coverage to OMNIRIDE without limitation to the operation of this contract. In order to accomplish this, we would need additional underwriting information for any exposures beyond this contract and the OMNIRIDE would be accepting as a "Named Insured" all obligations within the policy such as premium payment and timely reporting. Any late or non-reporting of Notice of Claim could affect coverage provided by the insurance carrier to OMNIRIDE. We believe OMNIRIDE would be better served from a cost and coverage standpoint to change this requirement from "Named Insured" to "Additional Insured" as is industry standard. Please confirm that the industry standard is acceptable.	
71	Within article II.15, provision c. OMNIRIDE is requiring that The Contractor agrees to maintain automobile collision and comprehensive coverage equal to the full replacement value of all revenue and non-revenue vehicles with a \$50,000 Deductible. Said Deductible will be the responsibility of the Contractor. OMNIRIDE must be included as a Named Insured under this policy.	
	a. Automobile Collision and Comprehensive Coverage at full replacement value is not available within the insurance industry. Please confirm that the City will accept the industry standard wording "The Service Provider agrees to maintain automobile collision and comprehensive coverage equal to the actual cash value of all revenue and non-revenue vehicles with a \$50,000 deductible. Said deductible shall be the responsibility of the Service Provider."	
	b. Automobile Collision and Comprehensive Coverage is included in the Automobile Liability policy, please confirm OMNIRIDE will include this provision within article II.15, provision b.	
	c. In order to accomplish be a "Named Insured", we would need additional underwriting information for any exposures beyond this contract and the OMNIRIDE would be accepting as a "Named Insured" all obligations within the policy such as premium payment and timely reporting. Any late or non-reporting of Notice of Claim could affect coverage provided by the insurance carrier to the OMNIRIDE. We believe the OMNIRIDE would be better served from a cost and coverage standpoint to change this requirement from "Named Insured" to "Loss Payee" as is industry standard. Please confirm that the industry standard is acceptable.	
	Within article II.15, provision e. OMNIRIDE is requiring that the Contractor agrees to maintain a Fidelity bond, including employee dishonesty, for a minimum of \$100,000 for those employees assigned to the money room; those employees authorized to work in the money room (e.g., supervisors, management); and those employees who otherwise are assigned to positions which handle fare media on an "other-than-individual-fare-collection" basis. Bond shall include OMNIRIDE as an Insured under this policy.	
	Fidelity Bonds are no longer commercially available. The protection you are seeking is available through a Crime Policy. Please confirm the Crime Policy is acceptable.	
	b. In order to accomplish be a "Named Insured", we would need additional underwriting information for any exposures beyond this contract and the OMNIRIDE would be accepting as a "Named Insured" all obligations within the policy such as premium payment and timely reporting. Any late or non-reporting of Notice of Claim could affect coverage provided by the insurance carrier to the OMNIRIDE. We believe the OMNIRIDE would be better served from a cost and coverage standpoint to change this requirement from "Named Insured" to "Loss Payee" as is industry standard. Please confirm that the industry standard is acceptable.	
73	Within article II.15, provision k. OMNIRIDE is requiring that the Contractor will provide an original, signed Certificate of Insurance and such endorsements as prescribed herein. The industry standard is to have the Broker provide a certificate of insurance with an authorized signature not a wet signature. Please confirm that OMNIRIDE will amend the contract to the industry standard.	
74	Within article II.15, provision m. OMNIRIDE is requiring the Contractor to provide on demand certified copies of all insurance policies related to the Contract within ten business days of demand by OMNIRIDE. These certified copies will be sent to OMNIRIDE from the Contractor's insurance agent or representative. Complete copies of policies contain proprietary information (relating to other contracts/customers) which, given the possible exposure for release under the Freedom of Information Act, we are not permitted to release. Please confirm that The OMNIRIDE will accept a Certificate of Insurance evidencing the required coverage as is standard in the industry.	

75	<p>Within article II.15, provision n. OMNIRIDE is requiring the Contractor insurance will not change, be cancelled, or will non-renewal be made in any insurance coverage without a 45-day written notice to OMNIRIDE. The Contractor will furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished. The standard is to provide Notice of Cancellation 30 days, 10 Days for Non-payment, the current Cancellation language found on the standard ACCORD form is "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions". Please confirm that OMNIRIDE will amend the contract to the industry standard.</p>	
76	<p>Within article II.15, provision l. OMNIRIDE is requiring Except where Named Insured status has been specifically required, OMNIRIDE, its officers and employees will be named as "additional insured" under the Automobile, general liability, and professional liability policies using appropriate endorsements to provide coverage on a primary and non-contributory basis. Copies of these endorsements shall be included with the Insurance Certificate provided to OMNIRIDE. Under General Liability, insurance carrier shall use forms CG 2026 (07/04) and CG 2037 (07/04) or their equivalent" to evidence coverage for premises, operations, and completed operations coverage. Please note that additional insured status is not available on Workers Compensation, Crime, Professional or Property Insurance. Please confirm that OMNIRIDE will amend this provision.</p>	Responses for specific insurance questions are still being reviewed. Will be provided once guidance has been provided
77	<p>Within Scope of Work Section IV, provision U. OMNIRIDE states that Qualified OMNIRIDE employees will be permitted to drive agency-owned revenue vehicles for legitimate purposes (e.g., route timing) and be covered by Contractor's insurance. Such usage will normally be non-revenue service except in emergency or Contractor staff-shortage situations. In addition, OMNIRIDE requires The Contractor will:</p> <p>a. Check all such PRTC employees' credentials and ensure that credentials remain valid.</p> <p>b. Conduct and evaluate Department of Motor Vehicle checks in the same manner as it conducts its own bus operator checks.</p> <p>c. Add all such employees to the Contractor's substance abuse testing pool.</p> <p>d. Inform the Director of Planning and Operations or designee if employees are not qualified to drive.</p> <p>These requirements imply an employment relationship with PRTC employees; please confirm you will remove this requirement.</p>	To be negotiated at a later time.
78	<p>In order for us to maintain the best employees for this service and minimize service disruption, please provide the following information pertaining to the incumbent employees:</p> <p>a. The current Operator and Maintenance Employee Collective Bargaining Agreement, including wage scale by seniority, scheduled increases and the increase dates, shift "premiums", lunch/break provisions, or other work rules that impact Operator productivity and resulting labor costs.</p> <p>b. Organization chart or staffing table with all positions and the number of employees in each position.</p> <p>c. Descriptions of the employee healthcare plan, including the number of employees in each plan or plan tier.</p> <p>d. The current turnover rate for bus operators.</p> <p>e. The current overtime experience (percentage of hours at overtime rate) for bus operators.</p> <p>f. The amount of time allowed for operator pull-outs (report/pre-trip) and pull-ins (post-trip)?</p> <p>g. Whether employee bonuses are currently offered, the requirements to achieve the bonus, and the pay-outs per year.</p> <p>h. Please provide a description of any retirement benefits currently offered to union and nonunion employees (i.e. 401(k), pension, 457 Plan, retiree medical, retiree life, etc.)?</p> <p>i. Please provide the current employer contribution, vesting schedule and benefit waiting periods for any plans offered.</p>	See attached. Org chart was provided with the RFP We do not have that information available. See appendix 34 from the RFP We do not have that information available. This is contractor specific information. We do not regulate the pre or post trip times allocated to operators. This is decided by the contractor We do not have that information available. We do not have that information available.
79	Please provide the value of Liquidated Damages assessed against the current provider per year of the contract, and the types of liquidated damages that have been assessed.	See appendix 1 from the RFP
80	Please provide the value of any incentives earned by the Contractor per year of the contract.	See response to question #30
81	Please indicate whether vehicles be available for operator training during the transition?	Yes
82	Please provide existing schedules/timetables anticipated when the Paratransit pilot will be in effect.	The initial schedules provided in the attachment were based off of October 2019 services. However, December 2019 schedules are finalized and we can provide those.
83	Please provide existing vehicle blocking	See attached
84	Please clarify if there are any vehicle restrictions (ie: use of Gillig vs MCI) by route.	Gillig 30 foot buses are only to be used on OMNIRIDE local routes, 40' Gilligs are used for Prince William Metro Express, Manassas Metro Express, Linton Hall Metro Express and the Cross County Connector. Specific 40' Gilligs are used for the Dale City-Mark Center and Lake Ridge-Mark Center commuter express routes. The MCI's should only be used on the Commuter Express routes. However, due to scheduling efficiencies, some Manassas and Linton Hall Metro Express trips may be interlined with other commuter routes and therefore an MCI may be used on those trips. Likewise, some Mark Center trips may be interlined with other commuter services. It will be up to your runcutter as to what is the most efficient way to pair trips to most efficiently utilize the resources. Local buses do not interline with anything except their own route as well as the Cross County Connector...that route stays segregated to itself. If there are questions during the runcut process, we should be consulted to offer guidance or suggestions to ensure the fleet is being allocated properly.
85	Please confirm the revenue hour definition for the paratransit service.	Revenue hours are defined as the point of first pick up to the point of last drop off.
86	Please confirm if the contractor will pay for utilities in the facility(ies).	PRTC pays for all utilities.
87	In the pre-proposal conference, it was mentioned that a DBE is performing the bus cleaning. Could PRTC provide the details on frequency of bus cleanings and the details regarding where the bus cleaning is performed?	See attached addendum with frequency of cleaning.
88	Please confirm which types of service should be based out of the new facility.	Local, Metro Express, Commuter and Paratransit
89	Fuel: Please confirm if the contractor or PRTC will supply fuel. It is unclear on what amount to budget for the paratransit vehicles at this time.	All fuel will be provided by PRTC

90	Please confirm if the current provider requires additional DID telephones, and if so, how many are needed.	Question is unclear
91	Please confirm the headcount for each of these positions: Shop Supervisors, Technicians, Dispatchers, Road Supervisors, Mentors, Behind the Wheel Instructors, Revenue clerks	The positions shown are the current headcount. We look to the contractor to provide the amount of staff needed to fulfill the needs of the service.
92	Please confirm how bidders submit pricing for the flexible, demand-based services, if these are included in the scope of work.	Flexible On Demand service is not part of this RFP.
93	Please confirm what technology will be used for the demand-based services, if these are included in the scope of work.	The on demand service is still being developed and is not part of the RFP.
94	In the initial RFP provided the cover page reads RFP #20-02, and has been updated to current RFP #20-04. Please confirm if any other changes were made to the RFP.	The correct RFP # is 20-04. The only changes made are in subsequent addendums.
95	This section states PRTC provides the phones. Contractor is responsible for the cost of any additional phones and data drops a. Please clarify what the MRC is. Please provide the MRCs list of inventory	Monthly Recurring Cost. See appendix with invoice.
96	The Contractor is responsible for their own desktop computer and network equipment. The RFP states: Many tasks performed by the Contractor are done using software housed on the PRTC LAN infrastructure. Currently there is sufficient hardware in place to support the Contractor employee tasks, but as technology advances & systems get older, these hardware devices require periodic replacements & upgrades. For the life of the contract, these periodic computer replacement procurements will be the responsibility of the Contractor. The replacement of the above-mentioned computer equipment will be based off of PRTC's existing computer hardware replacement schedule. Please provide the inventory and schedule referred to in the RFP.	Contractor is expected to supply their own equipment.
97	The RFP states the Contractor is responsible for desktop software MS Office Professional, internet browsing software, and any Contractor specific software needs for any computer residing on the PRTC network. Please clarify what equipment is provided by PRTC and what equipment needs to be provided by the Contractor. It is unclear	None.
98	Please provide more information as to what will be involved in this process so that it is possible to estimate the number of hours this process might take. Does assisting with data conversion just mean providing user acceptance testing and answering questions of the PRTC IT staff?	Question is unclear Question is unclear
99	RFP Page 8, II.7 Award for All or Part: Should pricing be shown to reflect efficiencies if bidders intend to operate both services, or should pricing reflect standalone costs of each operation? If OmniRide decides to offer partial awards will bidders be able to revise pricing that supports standalone operations?	This would depend on the bidders business model.
100	RFP Page 102 Part 9b, states: Option Year Pricing –Compensation for the initial year of the Contract will be as specified in the contract resulting from this procurement solicitation. Yearly cost adjustments will be made effective July 1st of each ensuing year and will be based on the most recent 12-month period for the U.S. Department of Labor's final posted Washington – Baltimore Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). Can bidders provide specific pricing for all years? Expenses don't always follow the same trend as CPI due to labor and benefits costs.	No, everyone is subject to the same CPI
101	Exhibit 30 Revenue Hours and Miles: Can any estimate of the paratransit services be provided so that contractors can bid the same hours and miles assumptions?	The paratransit service hours for FY20 are 14 service hours per day. Beyond that, since this is a pilot, it is unclear what the demand will entail. The service hour ranges are provided and allow the bidder to provide estimates based on the number of revenue hours in that category. Since one van can only stay out as long as the span of service (14 hours), anything above 14 will necessitate the use of additional resources.
102	RFP Page 28 states that Contractor-provided non-revenue vehicles shall be supplied by the contractor. These vehicles shall be Please provide a cost estimate for wraps and decals for each vehicle.	A wrap for a van or sedan will cost about \$3-4,000, but could be lower if they are done in mass quantities. We encourage proposers to obtain estimates.
103	RFP Page 27 Non-Revenue Fleet states OMNIRIDE owns four vehicles to be used for its staff for meetings. etc. OMNIRIDE is Should bidders include the cost to maintain these vehicles in their pricing? If so, please provide details on this fleet.	While we currently take the vehicles to an outside vendor, we would welcome a proposal that indicates maintaining the vehicles in house. 1 2016 Ford Explorer, 1 2009 Ford Escape, 1 2018 Ford Escape, 1 2018 Chevy Colorado pickup truck
104	Appendix 21 Bus Replacement Schedule seems to have the wrong schedule attached. It is the same schedule as shown in Appendix Please provide the correct bus replacement schedule.	See attached vehicle replacement schedule
105	Appendix 20 PRTC Bus List: Please provide the average annual maintenance cost per mile (CPM) for these vehicles.	We do not capture this data due to the maintenance costs being rolled up into the overall contract cost.

106	<p>RFP Page 29 - The Transit Center is one of the key challenge areas for OMNIRIDE. It is located between a homeless shelter and County offices that provide services to the homeless, in a rather isolated area between two ramps for I-95. Oftentimes there are homeless loitering on or near the property and has become a key focal area for contractor security as well as Prince William County Police.</p> <p>Is the contractor responsible for security?</p>	<p>No, PRTC holds the contract for security. However it is imperative that contractor staff bring issues to our Safety and Security manager or the security officer immediately.</p>
107	<p>RFP Page 32 Mobile System MDT's, IVLU, and antennas - are all items in this section purchased and maintained by PRTC?</p>	<p>Purchased by PRTC, maintained by contractor as outlined in the RFP.</p>
108	<p>RFP page 43 - an attached spreadsheet is provided to determine the needs based on the fleet composition, age, and average annual usage of OMNIRIDE. This spreadsheet should be filled out by all offerors to explain how the bus to technician ratio was derived, not including the technical support for ITS systems.</p> <p>Please clarify where this spreadsheet is located, or please provide the referenced document.</p>	<p>Appendix 22, bus roster 9-1-19 has current fleet and age of fleet.</p>
109	<p>RFP Page 43 states that while generally at a minimum, it is recommended the Contractor should maintain a bus to technician ratio. Should this be no "more" than 10 buses per technician?</p>	<p>There should be at least a 10:1 bus to mechanic ratio. However, it is expected the proposer will submit the ratio they feel is necessary to adequately maintain the fleet and should not include the IT specific positions.</p>
110	<p>RFP Page 48 and 49 Major components:</p> <p>Please provide a three (3)-year history of major component replacements including vehicle, mileage at replacement, cost and item replaced.</p>	<p>Attached is a document that indicates the major components that PRTC paid for (engines/transmissions). 23 vehicles (numbers 361-383) were just recently overhauled with engine/transmission replacement as well as other components. The overhaul scope of work was provided in the original attachments.</p>
111	<p>Appendix 39 RFP Attachments Page 4979.</p> <p>Is the PRTC or Contractor responsible for purchasing AEDs? If Contractor, please provide the specifications.</p>	<p>AED's are supplied by PRTC</p>
112	<p>Appendix 39 RFP Attachments Page 4982. Item K Bus Yard Repairs and Maintenance states Tri-annually or more often if needed the Contractor will provide for the resealing and re-stripping of the bus yard pavement. Does this mean once every 3 years, or 3 times per year. Do you have an estimate of historical costs for resealing and re-stripping?</p>	<p>Every 3 years. We do not have the cost estimate as this is done by the contractor.</p>
113	<p>RFP Page 64 c. states: Subcontracting arrangements with an independent armored car company to pick up sealed cash bags</p> <p>Is OmniRide or the Contractor responsible for Armored Car and Bank Fees related to cash bags and deposits?</p>	<p>The contractor is responsible for this task.</p>
114	<p>RFP Page 100 states:</p> <p>iii. What buses and other equipment will be used to provide required trainee.</p> <p>iv. What facilities will be used.</p> <p>Will any vehicles or facilities space be made available to the incoming contractor during startup?</p>	<p>A representation of each bus will be available for training.</p> <p>Most likely both facilities will be available to a certain extent.</p> <p>Space will be made available during startup. The location of this will be determined at a later time.</p>
115	<p>RFP Page 123 & 124 Hourly rates:</p> <p>Would the PRTC consider a fixed monthly fee + a variable hourly rate?</p>	<p>Yes</p>
116	<p>RFP Page 124 Paratransit Hourly rates:</p> <p>Are revenue hours based on platform hours gate to gate, the same as the fixed route?</p>	<p>No, based on the time of first pick up to the time of last drop off.</p>
117	<p>Appendix 8 Contractor invoices: This shows the gross and net amount as well as deductions and additions.</p> <p>Please provide any additional schedules so bidders can see the rates and hours that match to each invoice billing.</p>	<p>See attached.</p>
118	<p>Appendix 8 Contractor invoices:</p> <p>Please provide the total amounts paid to the incumbent contractor over each of the last three (3) years.</p>	<p>We have provided 12 months worth of invoices.</p>
119	<p>Please provide a listing of current employees with pay rates and seniority. Please include any vacancies.</p> <p>Appendix 3 only includes drivers. Can this schedule be included for all employees?</p>	<p>No. All documentation that is available to PRTC is provided in the appendix.</p>
120	<p>Please provide detail of current benefits offered to employees (medical, dental, retirement, etc.) and current participation rates.</p>	<p>See attached CBA.</p>
121	<p>Appendix 15 CBA - Only the maintenance CBA was provided. Are there any other CBAs for Drivers, Dispatchers, Road Supervisors, etc. Please provide all CBAs. Including any applicable amendments and MOUs / Amendments.</p>	<p>See attached.</p>
122	<p>49 U.S.C. 5333(b) under the Federal Transit Act (also referred to commonly as "13c"): Please confirm that there are no outstanding employer liabilities that would carry over from the current contract to the new Contractor that need to be accounted for. As an example, in some cases, there are underfunded pension programs that cause a financial concern.</p>	<p>There are no outstanding employer liabilities.</p>
123	<p>Is a performance bond required?</p>	<p>No</p>
124	<p>Does the Agency have any requirements regarding support vehicles? For example, type, number, age limit, fuel type. How many are currently being supplied by the contractor?</p>	<p>Support vehicles and the number of vehicles should be determined by the contractor. Currently 8 supervisor vehicles, 3 maintenance vehicles and 1 push vehicle are operated.</p>
125	<p>Section V.3 states: One (1) original, seven (5) copies...</p> <p>Please clarify the number of proposal copies required for submission.</p>	<p>Should read 7 copies</p>
126	<p>Please clarify the following: "...with the option to include appendices as needed to support the requirements of the RFP."</p>	

	Please confirm that required forms and proposal attachments are not included in the 75-page limit.	Confirmed.
127	Will PRTC accept employee dishonesty insurance / crime policy in lieu of the required Fidelity bond?	Responses for specific insurance questions are still being reviewed. Will be provided once guidance has been provided
128	Attachment H on page 132 of the RFP is the same as the recently released Attachment 3 (Attachment I). Please clarify which document should be submitted with the proposal.	You may submit either one. They are the same.
129	This section states that the Garage Keeper's Liability coverage will also be maintained where appropriate. Would OmniRide consider removing this requirement?	Responses for specific insurance questions are still being reviewed. Will be provided once guidance has been provided
130	This section states OmniRide must be included as a Named Insured under this policy. Would OmniRide consider removing this requirement?	
131	This section states "...OmniRide and its employees be recognized as insured with respect..." Proposed language: This section states the Contractor agrees to maintain automobile collision and comprehensive coverage equal to the full Proposed language: The Contractor agrees to maintain automobile collision and this section states "The Contractor agrees to maintain a Fidelity bond..." Proposed language: This section states: Bond shall include OmniRide as an Insured under this policy. Please remove this requirement This section states: "Except where Named Insured status has been specifically required."	
132		
133	Q6. Is there a CBA in place currently?	Appendix 16 and 41, for Maintenance Workers and Operators, respectively, contain this information.
134	Please confirm that Form G.2, RFP Page 116, should use 1,007.17 as the total average daily platform (Gate to Gate) hours for the	This is the estimated gate to gate hours. The current contract is only for revenue hours, therefore we used the best data we had available for the non-revenue hours.
135	Please confirm that Form G.3, RFP Page 120, should use 14 as the total average daily platform (Gate to Gate) hours for the detailed pricing assumption of the current tier.	Revenue hours for paratransit are 14 hours. From point of first pick up to end of last drop off.
136	The RFP states that OMNIRIDE has purchased an annual Trapeze license, and provides any modules or upgrades where necessary, as well as critical hardware related to the program. Are there any modules required to be provided by the contractor?	No.
137	How does PRTC current provide ADA eligibility determinations?	For the pilot program, the agency is contracting with ADA Ride to do the certification and eligibility of passengers. This contract goes through June 30th. Before determining if this contract will be extended beyond that period, we look to the contractor to make suggestions of any partnerships that already exist.
138	Please clarify how the prices will be evaluated; will the full contract term be considered or only the Year 1 price?	Year 1
139	Please provide the billable hour definition for each of the services listed in the RFP.	Revenue hour for fixed route is gate to gate. Revenue hour for paratransit is time of first pick up to time of last drop off.
140	Who will be responsible for taking ADA reservations?	OMNIRIDE staff will take reservations as they currently do now for off route deviations
141	For ADA service, please clarify if revenue hours begins at the first pick-up, even if that pick up is a no show.	Revenue hours begin with the first pick up. In the event the first pick up is a no-show, revenue hours will still be paid in full.
142	Does the Agency have any requirements regarding support vehicles? Type, number, age limit, fuel type. How many are currently being supplied by the contractor?	The contractor is responsible for providing and maintaining all support vehicles. The determination of how many and type need to be determined by the contractor, understanding the types of services provided, the number of vehicles and age of vehicles operated in revenue service, having a second yard to operate from, whether they are needed for shuttle reliefs, and the service area operated in. They should contain the necessary equipment needed to operate in the Express lanes along I-66, I-495 and I-95/395. It is important that supervisor vehicles have wheelchair accessibility in the event they are needed to assist with revenue service vehicles. All equipment should be maintained properly, have necessary inspections performed and kept to high standards of working condition. These vehicles are on the street quite a bit and are an example of the agency. They should be outfitted with the current OMNIRIDE branding as well. Replacement is based on the needs of the contractor. While there is no age limit, it is highly recommended that these vehicles remain in good working order. The current contractor provides 8 supervisor vehicle, 3 maintenance vehicles and 1 push truck.
143	Does the Agency have a vehicle replacement schedule that can be shared? Any new buses in the process of being procured for either replacement or expansion?	This was provided in the initial RFP and has been included in the response. OMNIRIDE is in the process of procuring new over the road vehicles to support the expansion of commuter operations in the I-66 and I-95 corridors. In addition, we are in the process of securing funding for replacement of 2-4 MCI vehicles that have reached the end of their useful life.
144	Please verify that there is no Disadvantaged Business Enterprise (DBE) goal established for this contract and that a good faith effort is required.	There is no DBE contract goal, OmniRide has an overall goal of 11.3%
145	Please clarify any specifics required relating to phone and data lines needed. Number of lines, data line type (Cable, T-1, TDD, etc.).	Question unclear. We provide phones... contractor provides internet
146	At various times, state, federal, and local governments change laws, rules and regulations which require a company to increase the wages or benefits for the employees that will be employed under this contract. If such an event occurs during the term of the agreement, how will the agency respond for a request for increased compensation. For example, the recent Affordable Care Act legislation significantly affected the level and cost of medical coverage for employees. Since these events cannot be anticipated and the costs are so significant, we need to understand the risk associated with such laws, rules or regulations.	Comply with the law and balance budget accordingly.
147	Software: Please describe, including manufacturer product name and version number, the scheduling and dispatching products in place.	Trapeze Scheduling V. 15
148	Software: Please describe any additional modules in place to supplement the scheduling and dispatching system. For example, tools for call management, complaint management, rider communication via IVR or text, etc.	Transtrack, OPS, Mitel Cloud Reporting, Trapeze/Genesys IVR, Trapeze Rider Express, Ride Systems
149	Software: Please indicate whether these products are hosted by the Client, software manufacturer or if First Transit would be required to provide hosting services.	All software is either hosted or maintained by PRTC.
150	4. Hardware: Please describe the manufacturer make and model of any equipment currently in use or planned for use on the vehicles including cameras, safety/security systems, routers, signs, passenger counters, tablets and fare boxes.	refer to "Hardware.xls attachment
151	Hardware: Is there a requirement for integration of tablets, signage, passenger counters with the dispatching system?	Yes

152	IT: Who is required to provide the internet circuit for the facility?	The contractor must provide their own internet connection.
153	IT: Is the Contractor able to segment a separate VLAN off the Agency internet service?	No
154	IT: What up/down bandwidth is available to the Contractor on the Agency internet service?	There are many internet providers to choose from. The contractor is responsible for their own internet connection.
155	IT: Please confirm Contractor can install their own managed router and switch for segmented VLAN.	Contractor can install equipment on their own network.
156	IT: Please provide detail on the office/facility phone and internet lines/connections in each work area	Mitel VOIP cloud based phone system. There are several internet lines used by PRTC for various services. The contractor must provide their own internet.
157	IT: Does the Contractor need to provide any network cabling or facility IT upgrades?	Possibly. PRTC is unaware of the contractors needs at this time.
158	IT: Is there rack space available for Contractor servers, switch, routers, etc.?	Yes. Limited space is available.
159	IT: Does the Contractor network need to support a facility camera system? If so, please provide details on the system	No.
160	IT: Are there any non-standard system applications that need to be installed on Contractor's workstations?	Yes.
161	IT: What systems, applications or on-bus technology does the Contractor need to provide computers or servers for?	The contractor needs to provide all equipment for their own workforce. Refer to RFP.
162	IT: Call Recordings – Are Contractors required to make call recordings available to the Agency? HIPAA regulations raise concerns in this area and may require a very controlled process	No.
163	IT: For the Agency provided telephone system, are there Service Level Agreements (SLA), Business Continuity Plans (BCP) or Disaster Recovery (DR) plans that Contractors need to follow? If so, please provide copies.	No.
164	IT: Are there any current challenges or concerns with provided technology that need to be addressed? An example might be the system lacks capacity for anticipated growth.	No.
165	IT: Please provide a diagram of the Technology landscape showing applications/services, who uses each, are they on a server or in the cloud, etc.	See attached document
166	LD / REPORTING: Are the changes in the Liquidated Damages for this new RFP that are changed from what is currently in place with the current contract?	The main difference is the split between the on-site contractor staff and the parent company. The same amount of potential earned is the same for both. In addition, there was an evening out of the amount of potential incentive for each category.
167	At the new western facility we understand that there will be no on-site gasoline fueling available. Will contractor's non-revenue vehicles be able to utilize the designated paratransit fueling station and fuel?	Yes
168	Fuel for non-revenue vehicles is currently supplied by the client, has this changed in the new contract?	No, fuel for non revenue vehicles will still be provided by OMNIRIDE. There was an error in the initial RFP. Addendum will be provided.
169	Is 15 minutes for a pre-trip acceptable?	The time for pre-trip inspections should be determined by the contractor, understanding the pull out requirements, the necessary time needed for an operator to get to the buses from the dispatch window and the time it takes to sufficiently conduct a thorough pre-trip inspection.
170	We recognize that there is current connectivity issues and cell coverage within the service area. Does PRTC have any plans to work to address this connectivity?	The gaps in connectivity are outside of the control of PRTC. We are upgrading the network but that is still reliant on the signals being strong enough in every area served. There are no plans to go to a radio tower network.
171	Will PRTC provide samples of the reports required within the contract?	See attached document
172	Will PRTC provide the tire changers and the AC reclaim units?	No.
173	Does PRTC have the bus overhaul schedule?	See attached document
174	The RFP states that the contractor shall provide sufficient field personnel. Is there a ratio of field personnel to the number of vehicles on the street ratio you would like to achieve?	This estimation should be based on the contractor understanding the scope of the service provided, the service area operated in, the challenging environment the service operates in and the amount of service provided in the area, particularly during AM and PM Peaks.
175	Is PRTC requesting the incentive be equal shares or individual performance based?	The incentive distribution to its employees are up to the company to determine.
176	Will PRTC consider including strategic vehicles and operators and use of Supervisory personnel to cover trips in the quarterly earn back?	Yes, see addendum with inclusion of this language.
177	Is PRTC open to the utilization of TNC's to supplement the paratransit operations? If so, will the same driver credentials, driver training, and insurance coverages be required of TNC's?	OMNIRIDE is open to utilizing TNC's. Please provide examples of where you currently utilize this to supplement paratransit and what requirements are in place.
178	Would PRTC please provide the names and contact information for the DBEs the incumbent contractor currently utilizes?	See attachment in addendum
179	Would PRTC please provide the Loss Run Information for all insurance policies for the last five years?	Responses for specific insurance questions are still being reviewed. Will be provided once guidance has been provided
180	Would PRTC please provide the employee payroll by class codes for the last three years broken out annually? If this information is unavailable, we would like to receive the total expected payroll amount.	This information is not available.
181	Would PRTC please provide the make and model of the non-revenue vehicles provided by the incumbent contractor?	See attached document
181	Would PRTC please provide the historical major losses within the last five years over \$500,000 with a detailed loss description for each instance?	Not applicable.
182	Would PRTC please provide all historical crime, theft, and environmental losses within the last five years?	Not available.
183	Would PRTC please provide the current insurance deductible amounts?	Question is unclear
184	Would PRTC please provide the last twelve months of invoices submitted by the incumbent Contractor?	Appendix 8 contains this information
185	Would PRTC please provide a copy of the current operations employees' Collective Bargaining Agreement (CBA)?	See attached.
186	Would PRTC please provide a copy of the current seniority list for represented and non-union provided positions by employment classification?	Not available.
187	Would PRTC please provide an amended Appendix 9 – Contractor Org Chart with headcounts for each position listed in the organization chart?	Not available.
188	Would PRTC please provide the annual turnover percentage for Bus Operators & maintenance personnel by year for the last three years?	Appendix 34 contains this information.
189	Would PRTC please provide the wages and benefits information for all employees?	Hourly wage rate was made available.
190	Would PRTC please provide the number of revenue vehicles that will be made available during the transition period?	This will be determined at a later date based on what needs there are. At least 1 of each type of vehicle will be made available.
191	Would PRTC please specify if facility space will be made available for interviewing and training during the transition period?	Yes. Location TBD
192	Regarding RFP Part 6 - Staffing Plan and Organization "Submit resumes for all key personnel setting forth their qualifications for their position and the record of the project team in working together on similar assignments" would OMNIRIDE please confirm if resumes for all key personnel are included in the page count (75-page limit)?	Resumes will not be part of the page count but we ask to keep each resume to no more than 3 pages

193	As stated in PRTC's 2016 Transit Strategic Plan, in October 2016, PRTC issued a Request for Information (RFI) to potential TNCs. If any, which TNCs will be involved with the implementation of OMNIRIDE's FY2020 plans for a demand-based shuttle service?	This plan is still being developed. No company has been chosen as of yet.
194	Would PRTC please confirm if providers will be paid gate to gate for the planned paratransit service?	Time of first pick up until time of last drop off
195	Would PRTC please verify if the Start-up Cost forms need to include the transition costs for both Fixed Route and Paratransit?	Yes
196	Would PRTC please specify which routes or services will be shifted to operate out of the Western Facility? How many revenue vehicles does that include?	The revenue vehicles are estimates based on current service. The actual routes have not been determined yet, particularly as interlining commuter trips may change from service change to service change. For local service, Routes 65 (Manassas North), 67 (Manassas South), 68 (Manassas Park) the Manassas Metro Express (Route 60), Linton Hall Metro Express and Cross County Connector (96) and the initial western paratransit service.
197	Appendix 30 states: "For FY20 anticipated 7% increase in revenue miles (new paratransit and increased express service)". Would OMNIRIDE please specify what is the expected percentage change in total hours and miles from FY 19 to FY20 due to the opening of the Western Facility?	We used 7% as a gauge based on service that will be added. Without having a runcut performed from the new facility we do not know what that will do to the change in hours. It also depends on how efficient the runcut is for interlining of commuter trips. At the very least, all Manassas-DC, Manassas-Pentagon, Gainesville-DC, Gainesville-Pentagon and Haymarket-Rosslyn service will be based out of there, but may interline with some routes that operate in the eastern County depending on where the first and last trips originate. There may be efficiencies of interlining those trips to save on vehicles as long as the first trip in the morning and the last trip in the evening is a western route. There will be a significant reduction in non revenue time in the morning to get from the garage to a western area commuter lot and in the evening when heading back to the garage. However, the number of trips operated will continue to increase which may offset some of that savings. We rely on the contractor to estimate as best as possible for the changes in non revenue time resulting from the move to the new facility.
198	Would PRTC please provide the list of Trapeze Software modules and hardware currently in use within the Transit Master package?	See attached document
199	Would PRTC please provide the list of positions currently using the Transit Master modules and whether these positions are OMNIRIDE employees or the incumbent's employees. Specifically, for scheduling, run-cutting, and route planning.	Contractor conducts runcutting and dispatching and have access to this information. PRTC staff handles the scheduling and route planning. All contractor and OMNIRIDE operations staff have access to this.
200	Would PRTC please describe how the on-demand route deviations are currently planned, scheduled, dispatched, and supervised; what technologies are used, how these added revenue miles and revenue hours are reported, how these affect the On-Time performance reports and other performance indicators for the route?	The time to do a route deviation is built into the schedule. The service operates very much like a paratransit service, however, this operation is performed during its regular route. The information is sent via the Trapeze MDT to the operator so they know where and when the pick up or drop off is and dispatch keeps track of the same information. The trips are scheduled in such a way that the trip should arrive at the last stop on time. During times where there are no pick ups or drop offs, the vehicle may sit at a timepoint for a few minutes due to the buffer time being built into the schedule. No shows and cancellations are facilitated the same way as a paratransit service would operate. There are no additional revenue miles due to it being built into the cycle time of the schedule.
201	Would PRTC please provide the scope of their Paratransit Pilot Service, with the technology and operations providers, the service proposed to riders, what performance indicators are monitored during this pilot, and what are the expected outcomes from this pilot project?	The paratransit pilot will be made up of traditional origin to destination service within the defined 3/4 mile service area. This will operate in parts of western Prince William County and the cities of Manassas and Manassas Park. The service will utilize traditional Ford paratransit vans with two wheelchair positions. See attached Riders Guide for information as to how passengers would utilize the service. Trapeze Driver Mate will be used to transmit the scheduled pick ups, which radio dispatch will have to keep track of the manifest. Performance metric being developed will capture data such as daily ridership, passengers per service hour, on time performance changes to the fixed route system and changes in ridership with the elimination of the off route deviation system. The pilot will allow us to make any necessary adjustments as it phases into regular operation, as well as any changes to the fixed route restructuring that took place. We look for feedback and partnerships with the contractor to relieve any issues that arise and be successful together and allow us to expand the operation to the heavier eastern side of the County. It will also allow us to evaluate the evolution of the paratransit service, to potentially partner with cabs or other rideshare systems and look into other flexible services to allow the system to grow, contain costs and make the service as efficient and effective as possible. The vans will utilize the same radio system, will have Apollo camera systems and Zonar for pre-trip inspections. Long term, we will look at what other technologies could be used and look to the contractor to help identify opportunities to utilize these various systems.
202	Would PRTC please state their top three pain points or challenges regarding service and overall operations?	For revenue service, Pentagon Transit Center, 14th Street in DC between H Street and Independence Avenue and H and I Streets between 14th and 19th Street NW all in the afternoon. For non revenue time, I-95 northbound, I-66 eastbound during the PM.
203	Would PRTC consider delaying the due date until after the Thanksgiving Holiday – December 6, 2019 to allow for an adequate response window for providers?	No
204	Per the pricing forms provided, bidders are to submit a year 1 price based on service level tiers and subsequent years are indexed based on the year 1 price. Given the changes to the system that are being discussed (Expanding the new Haymarket service and the new paratransit pilot), can the Agency please provide projections or estimates for how it expects service levels to evolve over	Much of the commuter service will be based on what level of funding will be provided to expand service beyond the current levels. Our initial estimate is starting with FY21 to expect a 5% increase in revenue/platform hours. Local service will most likely remain constant. A restructuring of local service will be cost neutral. The only additions being paratransit services. There is a longer term plan along I-66 to add new services after the express lanes open. However, it really depends on what service makes sense at that time. Estimating at least a 5% increase is reasonable but any further increases will fall into the various service hour rate tiers provided in the proposal.
205	Would the Agency amend the requirement to add OmniRide as a Named Insured on the Property/ Auto Physical Damage policy to instead require that OmniRide be added as an Additional Insured on the Property/ Auto Per Section II.15, "The Contractor agrees to maintain automobile collision and comprehensive coverage equal to the full replacement value of all revenue and non-revenue vehicles with a \$50,000 Deductible." Transit operators often find it more cost-effective to have higher deductibles, which they self-insure. Would the Agency consider removing the deductible or agreeing to negotiate the deductible, assuming the	Responses for specific insurance questions are still being reviewed. Will be provided once guidance has been provided
206	Please provide the 5 Year Loss History pertaining to the Revenue and Non-Revenue Vehicle Fleet	Responses for specific insurance questions are still being reviewed. Will be provided once guidance has been provided
207	Please provide the Full Replacement Value of all Revenue and Non-Revenue Vehicles.	In the 5-year history of total loss, one MCI was lost due to fire and one MCI was lost due to accident. The contractor is responsible for repair of all revenue and non-revenue vehicles and maintains all information related to repairs
208	It is customary for the option exercise provision to specify that the agency will provide advance notice regarding its intention to exercise an option prior to expiration of the term. Would OMNIRIDE agree to provide at least [six] months' notice if it intends to exercise an option? Prior	Please see vehicle list that contains age and vehicle type.
209	Would OMNIRIDE agree to add a provision in the hold-harmless and indemnification paragraph that eliminates Contractor's liability for consequential, special or punitive damages?	Shall be negotiated
210	The Offeror is expected to work with OMNIRIDE staff and key contractors (where appropriate) as it relates to the effective O&M of the transit system. Can OMNIRIDE	Responses for specific insurance questions are still being reviewed. Will be provided once guidance has been provided
211	It says OMNIRIDE will provide fuel for fixed route and paratransit vehicles, but that once the Western Maintenance Facility opens, fueling for paratransit vehicles will take place at an approved off-site location, the Contractor must maintain a just-in-time, yet sufficient inventory of fuel to allow for re-supply, and any fuel dispensed off property is at the full expense of the Contractor. Please clarify whether this means the Contractor will be responsible for procuring fuel for paratransit vehicles once the Western Maintenance Facility opens or will	No, but examples include bus manufacturers, tire manufacturers, IT development/firms, consultants, fleet audit firm, etc.
212		OMNIRIDE will pay for the fuel for paratransit at the off-site location and pays for any non-diesel fuel at the Woodbridge location

	OMNIRIDE reserves the right to approve any key personnel employed by the Contractor. Additionally, any change or extended absence of key personnel requires prior written approval of OMNIRIDE. Given the large deduction associated with key personnel departures, please clarify that a determination by Contractor that key personnel need to be released immediately does not require prior written approval. Also, we request clarification that to the extent an extended absence is required by law, for example FMLA, then prior written approval of OMNIRIDE is required. While Contractor will be committed to ensuring a smooth transition, there may be performance issues in the first few months of operation associated with the transition from the incumbent contractor, and therefore it is customary for a grace period before the imposition of Deductions. Will OMNIRIDE consider a 6 month grace period?	
213		Please review the RFP for key personnel. If an employee is using FMLA, communicate that with us, but no prior approval is required.
214		Negotiable.
215	Would OMNIRIDE be willing to include a provision in the contract to provide Contractor with a price adjustment in the event of an unanticipated change in applicable federal, state or local laws and regulations after execution of the Contract?	Subject to negotiation
216	Please provide copies of any applicable 13(c) agreements.	We do not have any copies.
217	Have there been any 13(c) claims filed during the period of the incumbent contractor? If so, please provide the relevant decisional.	No
218	Have there been any court challenges related to 13(c) or any labor disputes during the period of the incumbent contractor? If so, please provide relevant documentation.	No
219	Have there been any certification challenges regarding any FTA grants during the period of the incumbent contractor? If so, please provide the relevant documentation.	No
220	Please provide the most recent FTA certification letters.	Question is unclear
221	We assume that any obligation under 13(c) for the contractor would be limited to actions or events that occur after the effective date of the contract. In other words, the contractor would not be required to assume the defense of a challenge or incur liability for events that occurred before the	Confirmed.
222	Per the AFSCME CBA we obtained from the Agency, Art. 28 states "The Company shall provide each Employee prescribed work clothing. These work clothes will contain an identifying patch. Employees will be required to wear the work clothes provided under this section. In addition to this allowance the Company shall furnish a sufficient number of foul weather gear for all employees who are assigned to work in inclement weather." Will the Agency please provide detail regarding the number of shirts, pants, jackets, and other equipment are provided for	Not available.
223	Would PRTC please provide a list of the current DBEs utilized by the incumbent contractor and the services they perform?	See list of current DBE's.
224	Per the pricing forms provided, bidders are to submit a year 1 price based on service level tiers and subsequent years are indexed based on the year 1 price. Given the changes to the system that are being discussed (Expanding the new Haymarket service and the new paratransit pilot), can the Agency please provide projections or estimates for how it expects service levels to evolve over the contract term?	Much of the commuter service will be based on what level of funding will be provided to expand service beyond the current levels. Our initial estimate is starting with FY21 to expect a 5% increase in revenue/platform hours. Local service will most likely remain constant. A restructuring of local service will be cost neutral. The only additions being paratransit services. There is a longer term plan along I-66 to add new services after the express lanes open. However, it really depends on what service makes sense at that time. Estimating at least a 5% increase is reasonable but any further increases will fall into the various service hour rate tiers provided in the proposal.
225	Would PRTC consider an initial 200 hour increases per tier from the current tier 1 level?	Please provide an example of what this would look like with the costing proposal. Also provide costing proposals under the example provided in the RFP
226	Per the RFP, the Agency has stated that the spare vehicle fleet will be made up of vehicles that are beyond their useful life for revenue service. At 20% of the 177 vehicle fleet, that is 35 vehicles that contractors will need to maintain in order to ensure these vehicles are available in the event of emergency. Will the Agency please provide details about how the fleet will evolve over the contract term? Specifically, will the Agency please provide a fleet replacement plan so that bidders may better understand the maintenance and consumables required for the spare vehicle fleet?	The 20% spare ratio does not include contingency fleet. The 177 vehicles quoted includes contingency and until new buses for the newly funded state services are procured will continue to fluctuate. The spare ratio is based off of the active fleet. The 45' MCI fleet has an expected lifespan of 16 years with a mid-life overhaul. 35-40' vehicles follow the FTA guidelines of 12 years, 500,000 miles unless it is deemed necessary to conduct a mid-life overhaul. Paratransit and smaller vehicles will follow the FTA guidelines light-duty vehicles and vans (4 or 5 years depending on size of vehicle).
227	Will the Agency please provide the thresholds at which vehicles will be replaced (i.e. FTA useful life thresholds)? Typically, these thresholds are specific for the type of service the vehicle supports, such as local or commuter service. Will the Agency please provide clarity if thresholds for vehicle replacement are different for each service type within the scope of the contract?	See Question 4 regarding anticipated vehicle lifespan
228	The RFP states the plan for the paratransit pilot is to operate service for about a year, assess the performance of the pilot, and, if successful, expand service to other parts of the county. Will the Agency please provide the anticipated revenue service hours and revenue vehicles for the expansion of paratransit service over the contract term?	At this time, it would be an estimate based on the span of service currently operated. It is difficult at this time to know exactly what the demand will be but we will provide a range. The eastern service area has the longest span of service and operates on Saturdays. Rough estimate would be 18 hours a day per vehicle as the maximum span operated. We look to the prospective bidder for proposals as to how to structure the service hour rate for these vehicles, including if there is down time for the van not picking up passengers for any length of time. The demand for paratransit is likely to be significant, but there are other ways to operate this service more efficiently, such as partnering with TNC's or taxis. Please include in your proposal how to effectively operate the paratransit service in an area likely to require this service, and the options that are available other than traditional vans operating origin to destination. If only vans were utilized, we estimate 144 daily service hours from the eastern operating area, in addition to the service hours operated in the western service area that is likely to expand once demand grows. Total service hours between the two is likely about 200 daily service hours. On Saturdays, only service on the eastern part of the County operates and estimates are 90 hours per Saturday. Ultimately we look at what partnerships are available to offer an array of services to fulfill this service requirement.
229	Can you provide the Sample Contract (Attachment II)?	Included with response.