

720 East Butterfield Road, Suite 300  
Lombard, IL 60148

**Customer:** 76409

**D'Andrea Walker**  
**Department of Public Works and Transportation**  
**9400 Peppercorn Place, Suite 320**  
**Largo, MD 20774**

**APPROVED** for payment *June 26, 2018*



720 East Butterfield Road, Suite 300  
Lombard, IL 60148

**Invoice#:** 1090579  
**Date:** 09/25/2018  
**Customer:** 76409

**D'Andrea Walker**  
**Department of Public Works and Transportation**  
**9400 Peppercorn Place, Suite 320**  
**Largo, MD 20774**

**APPROVED**

for payment June 14th 9-26-2018

## 174,1080

**Customer:** 76409

**D'Andrea Walker**  
**Department of Public Works and Transportation**  
**9400 Peppercorn Place, Suite 320**  
**Largo, MD 20774**

**APPROVED**

for payment Jim Weir



**Transdev**

720 East Butterfield Road, Suite 300  
Lombard, IL 60148

124.1080

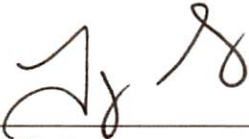
**Invoice#:** 1090577

**Date:** 09/25/2018

**Customer:** 76409

**Invoice**

D'Andrea L. Walker  
Department of Public Works and Transportation  
9400 Peppercorn Place, Suite 320  
Largo, MD 20774

	Description	Rate	Total
08/23/18	Westmatic Clean & Green	\$2,407.77	\$2,407.77
	Bus Wash Lane Repairs (Split Cost)		
	5785 \$2,407.77		
	5% Administrative Fee	\$120.39	\$120.39
	<b>Total Invoice Amount</b>		<b>\$2,528.16</b>
	 _____ Tony Ward Maintenance Manager		

**RECEIVED**  
OCT 01 2018  
BY: \_\_\_\_\_

5105697257



**Transdev**

720 East Butterfield Road, Suite 300  
Lombard, IL 60148

124.1080

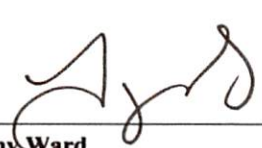
Invoice#: 1090575

Date: 09/25/2018

Customer: 76409

**Invoice**

D'Andrea L. Walker  
Department of Public Works and Transportation  
9400 Peppercorn Place, Suite 320  
Largo, MD 20774

	Description	Rate	Total
06/25/18	Cummins Power Systems, LLC Engine Repairs for 62636 023-61676 \$45,530.31		
	Bus #62636- Parts and labor for engine repairs	\$45,530.31	\$45,530.31
		45,530.31	45,530.31
	5% Administrative Fee	\$2,276.52	\$2,276.52
	<b>Total Invoice Amount</b>		<b>\$47,806.83</b>
	 Tony Ward Maintenance Manager		

  
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RECEIVED  
BY:   
OCT 01 2018

**Transdev**

720 East Butterfield Road, Suite 300  
Lombard, IL 60148

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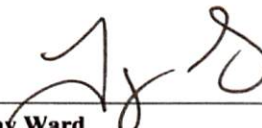
Invoice#: 1090574

Date: 09/25/2018

Customer: 76409

**Invoice**

D'Andrea L. Walker  
Department of Public Works and Transportation  
9400 Peppercorn Place, Suite 320  
Largo, MD 20774

	Description	Rate	Total
06/25/18	Cummins Power Systems, LLC Transmission Repairs for 62618 H3-62278 \$10,801.40		
	Bus #62618- Parts and labor for transmission repairs	\$10,801.40	\$10,801.40
		10,801.40	10,801.40
	5% Administrative Fee	\$540.07	\$540.07
	<b>Total Invoice Amount</b>		<b>\$11,341.47</b>
	 Tony Ward Maintenance Manager		



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**Transdev**

720 East Butterfield Road, Suite 300  
Lombard, IL 60148

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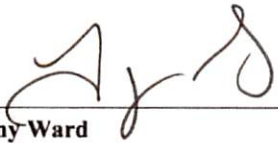
**Invoice#:** 1090573

**Date:** 09/25/2018

**Customer:** 76409

**Invoice**

D'Andrea L. Walker  
Department of Public Works and Transportation  
9400 Peppercorn Place, Suite 320  
Largo, MD 20774

	Description	Rate	Total
06/29/18	Cummins Power Systems, LLC Transmission Repairs for 62618 H3-62278 \$5,870.55		
	Bus #62618- Parts and labor for transmission repairs	\$5,870.55	\$5,870.55
		5,870.55	5,870.55
	5% Administrative Fee	\$293.53	\$293.53
	<b>Total Invoice Amount</b>		<b>\$6,164.08</b>
	 Tony Ward Maintenance Manager		



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**Transdev**

720 East Butterfield Road, Suite 300  
Lombard, IL 60148

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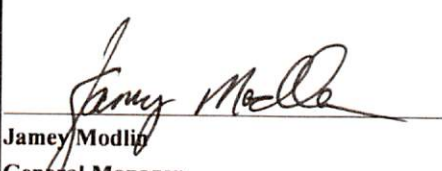
**Invoice#:** 1090572

**Date:** 09/25/2018

**Customer:** 76409

**Invoice**

D'Andrea L. Walker  
Department of Public Works and Transportation  
9400 Peppercorn Place, Suite 320  
Largo, MD 20774

	Description	Rate	Total
08/29/18	Johnson Truck Center Diseal Exhaust Fuel 55GAL X201022395:01 \$156.83	\$156.83	\$156.83
	5% Administrative Fee	\$7.84	\$7.84
	<b>Total Invoice Amount</b>		<b>\$164.67</b>
	 Jamey Modlin General Manager		

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## Transdev

720 East Butterfield Road, Suite 300  
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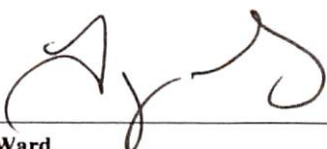
Invoice#: 1090571

Date: 09/25/2018

Customer: 76409

## Invoice

D'Andrea L. Walker  
Department of Public Works and Transportation  
9400 Peppercorn Place, Suite 320  
Largo, MD 20774

	Description	Rate	Total
08/31/18	Old World Industries, LLC Diesel Exhaust Fluid - 750 GAL 1912825 \$1,216.99	\$1,216.99	\$1,216.99
	5% Administrative Fee	\$60.85	\$60.85
	Total Invoice Amount		\$1,277.84
	 Tony Ward Maintenance Manager		



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**Transdev**

720 East Butterfield Road, Suite 300  
Lombard, IL 60148

124.1080

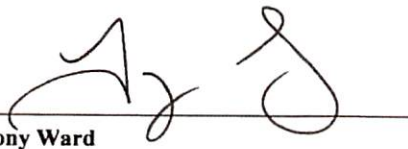
Invoice#: 1090570

Date: 09/25/2018

Customer: 76409

**Invoice**

D'Andrea L. Walker  
Department of Public Works and Trans  
9400 Peppercorn Place, Suite 320  
Largo, MD 20774

	Description	Rate	Total
08/23/18	SAFETY-KLEEN Wash Bay Cleaning - Split Cost Solid/Liquid Removal; Cleaning 77459957 \$4,728.00	\$2,364.00	\$2,364.00
	5% Administrative Fee	\$118.20	\$118.20
	<b>Total Invoice Amount</b>		<b>\$2,482.20</b>
	 Tony Ward Maintenance Manager		



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**Transdev**

720 East Butterfield Road, Suite 300  
Lombard, IL 60148

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Invoice#: 1090569

Date: 09/15/2018

Customer: 76409

**Invoice**

D'Andrea L. Walker  
Department of Public Works and Transportation  
9400 Peppercorn Place, Suite 320  
Largo, MD 20774

Quantity	Description	Rate	Total
761.55	AUGUST 2018 - Salary / Benefits Cost Negotiated in THE BUS Service Agreement	\$85.75	\$65,303.02
Total Invoice Amount			\$65,303.02
 Tony Ward Maintenance Manager			





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# INVOICE

## Veolia Transportation

720 East Butterfield Rd. Suite 300  
Lombard, IL 60148

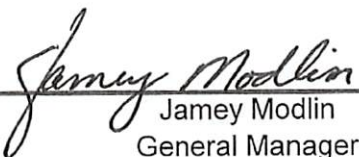
DATE:	9/7/2018
INVOICE #	1090567
Customer ID	76409

### BILL TO

Ms. D'Andrea L. Walker  
Associate Director, Division of Transit  
Department of Public Works and Transportation  
9400 Peppercorn Place, Suite 320  
Largo, MD 20774

DESCRIPTION	UNIT \$	REV HRS	AMOUNT
Revenue Hours Veolia - August 2018	100.92	20,679.30	2,086,954.96
Strategic	100.92	184.00	18,569.28
			-
			-
			-
<b>Total Before Missed Trips</b>		<b>20,863.30</b>	<b>2,105,524.24</b>
Revenue hours not provided			- 3029.62
Dunbar			- 1230.47
Pay:			\$ 2,101,264.15

5105095316


REVIEWED BY
 Jamey Modlin General Manager

Admin Fee	0.000%
	\$ -
Other	
<b>TOTAL Due</b>	<b>\$ 2,105,524.24</b>

Missed Trip Hours	100.92	-30.02	Deduction	(3,029.62)
	<b>HRS TOTAL</b>	<b>20,833.28</b>	<b>Accrual</b>	<b>\$ 2,102,494.62</b>



Thank You For Your Business!

Received   
9/7/18



DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION  
THEBUS BILLING FY2019- PAYMENT SUMMARY SHEET  
AUGUST 2018 PAYMENT

Total Actual Hours  =  
**Billed Hours (Invoice 1090567) 20863.30 @ \$100.92 = \$2,105,524.24**

	<b>LIQUIDATED DAMAGES</b>	
+	Vehicle cleaning (Form 1)	\$0.00
+	HVAC Liquidated Damages (Form 2)	\$0.00
+	Destination Sign (Form 3)	\$0.00
+	Wheelchair Liquidated Damages (Form 4)	\$0.00
+	Pull Cord Liquidated Damages (Form 5)	\$0.00
+	Farebox Liquidated Damages (Form 6)	\$0.00
+	Preventative Maintenance (Form 7)	\$0.00
+	Correction Citations Liquidated Damages (Form 8)	\$0.00
+	Complaints (Form 13)	\$0.00
+	AVL Reporting (Form 14)	\$0.00
+	Manager Liquidated Damages (Form 15)	\$0.00
+	Strategic Bus Placement liquidated damages (Form 16)	\$0.00
+	Extra Board (Form 17)	\$0.00
+	Body Damage (Form 18)	\$0.00
<b>Subtotal</b>		
	<b>Liquidated Damages</b>	<b>\$0.00</b>
+	<b>CORRECTIONS</b>	
<b>Subtotal</b>	Revenue Hour Corrections (Form 19)	-\$3,029.62
	<b>CORRECTIONS</b>	
+	<b>DIRECT CHARGES/CREDITS</b>	
+	Domian 7/Marketing Director Charges/Credits (Form 21) Paid under separate cover	\$0.00
+	Dunbar Money Collection Charges/Credits (Form 22)	-\$1,230.47
+	Other Direct Deduction Payments (Itemize and Attach) (Form 23)	\$0.00
	Other Direct Charges/Credits (Itemize and Attach) (Form 24)	\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
<b>Subtotal</b>		
<b>Total</b>	<b>Direct Charges/Credits</b>	<b>-\$4,260.09</b>
	<b>Net Payment</b>	<b>\$2,101,264.15</b>



**Transdev**

720 East Butterfield Road, Suite 300  
Lombard, IL 60148

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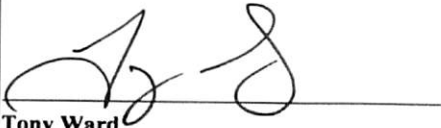
**Invoice#:** 1090566

**Date:** 08/31/2018

**Customer:** 76409

**Invoice**

D'Andrea L. Walker  
Department of Public Works and Transportation  
9400 Peppercorn Place, Suite 320  
Largo, MD 20774

	Description	Rate	Total
07/23/18	Old World Industries, LLC Diesel Exhaust Fluid - 750 GAL 1898997 \$752.07	\$752.07	\$752.07
	5% Administrative Fee	\$37.60	\$37.60
	<b>Total Invoice Amount</b>		<b>\$789.67</b>
	 Tony Ward Maintenance Manager		



**Transdev**

720 East Butterfield Road, Suite 300  
Lombard, IL 60148

124.1080


**Invoice#:** 1090565

**Date:** 08/31/2018

**Customer:** 76409

**Invoice**

D'Andrea L. Walker  
Department of Public Works and Transportation  
9400 Peppercorn Place, Suite 320  
Largo, MD 20774

	Description	Rate	Total
08/03/18, 08/17/18 & 08/31/18	TRANSIT ANALYST POSITION Jayquetta Samoura	\$6,557.88	\$6,557.88
Total Invoice Amount			\$6,557.88
 Tony Ward Maintenance Manager			




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720 East Butterfield Road, Suite 300  
Lombard, IL 60148  
**124.1080**

# Invoice

Date	Description	Rate	Total
JULY 2018	Transdev FY2019 Fuel Usage for Adminstrative Vehicles (6001, 6002, 6003 & 6004) JUL-18 \$1,211.27	\$1,211.27	\$1,211.27
Total Invoice Amount			\$1,211.27
 Tony Ward Maintenance Manager			

OK Zaid Qureshi

5105099132



720 East Butterfield Road, Suite 300  
Lombard, IL 60148

**Invoice#:** 1090563  
**Date:** 08/29/2018  
**Customer:** 76409

D'Andrea L. Walker  
Department of Public Works and Transportation  
9400 Peppercorn Place, Suite 320  
Largo, MD 20774

*Dr. R. R. Q.*



**Transdev**

720 East Butterfield Road, Suite 300  
Lombard, IL 60148

124.1080


**Invoice#:** 1090562

**Date:** 08/29/2018

**Customer:** 76409

**Invoice**

D'Andrea L. Walker  
Department of Public Works and Transportation  
9400 Peppercorn Place, Suite 320  
Largo, MD 20774

	Description	Rate	Total
06/27/18	Westmatic Clean & Green	\$883.76	\$883.76
	Bus Wash Lane Repairs (Split Cost)		
	5721 \$883.76		
	5% Administrative Fee	\$44.19	\$44.19
	Total Invoice Amount		\$927.95
			
	Tony Ward Maintenance Manager		



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**Transdev**

720 East Butterfield Road, Suite 300  
Lombard, IL 60148

124.1080


**Invoice#:** 1090561

**Date:** 08/29/2018

**Customer:** 76409

**Invoice**

D'Andrea L. Walker  
Department of Public Works and Transportation  
9400 Peppercorn Place, Suite 320  
Largo, MD 20774

	Description	Rate	Total
02/16/18	Cummins Power Systems, LLC Transmission Repairs for 63159 005-18151 \$9,985.45		
	Bus #63159- Parts and labor for transmission repairs	\$9,985.45	\$9,985.45
		9,985.45	9,985.45
	5% Administrative Fee	\$499.27	\$499.27
	<b>Total Invoice Amount</b>		<b>\$10,484.72</b>
	 Tony Ward Maintenance Manager		



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**Transdev**

720 East Butterfield Road, Suite 300  
Lombard, IL 60148

124.1080


**Invoice#:** 1090560

**Date:** 08/29/2018

**Customer:** 76409

**Invoice**

D'Andrea L. Walker  
Department of Public Works and Transportation  
9400 Peppercorn Place, Suite 320  
Largo, MD 20774

	Description	Rate	Total
04/10/18	Cummins Power Systems, LLC Transmission Replacement for 63202 023-56080 \$6,477.74		
	Bus #63202- Parts and labor for transmission replacement	\$6,477.74	\$6,477.74
		6,477.74	6,477.74
	5% Administrative Fee	\$323.89	\$323.89
	<b>Total Invoice Amount</b>		<b>\$6,801.63</b>
	 <b>Tony Ward</b> Maintenance Manager		



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**Transdev**

720 East Butterfield Road, Suite 300  
Lombard, IL 60148

124.1080

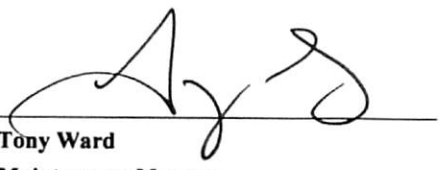
**Invoice#:** 1090559

**Date:** 08/15/2018

**Customer:** 76409

**Invoice**

D'Andrea L. Walker  
Department of Public Works and Transportation  
9400 Peppercorn Place, Suite 320  
Largo, MD 20774

Quantity	Description	Rate	Total
571.66	JULY 2018 - Salary / Benefits Cost Negotiated in THE BUS Service Agreement	\$85.75	\$49,020.17
Total Invoice Amount			\$49,020.17
 Tony Ward Maintenance Manager			





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# INVOICE

## Veolia Transportation

720 East Butterfield Rd. Suite 300  
Lombard, IL 60148

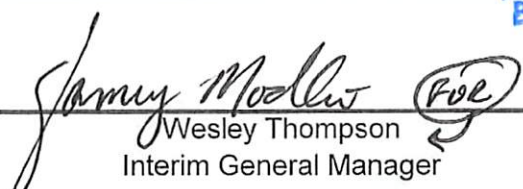
DATE:	8/6/2018
INVOICE #	1090557
Customer ID	76409

### BILL TO

Ms. D'Andrea L. Walker  
Associate Director, Division of Transit  
Department of Public Works and Transportation  
9400 Peppercorn Place, Suite 320  
Largo, MD 20774

DESCRIPTION	UNIT \$	REV HRS	AMOUNT
Revenue Hours Veolia - July 2018	100.92	18,881.10	1,905,480.61
Strategic	100.92	168.00	16,954.56
			-
			-
			-
<b>Total Before Missed Trips</b>		<b>19,049.10</b>	<b>1,922,435.17</b>
Vehicle Cleaning LD			- 2018.40
Revenue Hours not provided			- 3953.04
Dunbar			- 1244.38
Pay:			\$ 1,915,219.35

RECEIVED  
AUG 24 2018

REVIEWED BY
 Wesley Thompson Interim General Manager

Admin Fee	0.000%
	\$ -
Other	
<b>TOTAL Due</b>	<b>\$ 1,922,435.17</b>

Missed Trip Hours	100.92	-39.17	Deduction	(3,953.04)
	<b>HRS TOTAL</b>	<b>19,009.93</b>	<b>Accrual</b>	<b>\$ 1,918,482.14</b>



Thank You For Your Business!

**DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION  
THEBUS BILLING FY2019- PAYMENT SUMMARY SHEET  
JULY 2018 PAYMENT**

Total Actual Hours  =  
**Billed Hours (Invoice 1090557) 19049.10 @ \$100.92 = \$1,922,435.17**

	<b>LIQUIDATED DAMAGES</b>	
+	Vehicle cleaning (Form 1)	-\$2,018.40
+	HVAC Liquidated Damages (Form 2)	\$0.00
+	Destination Sign (Form 3)	\$0.00
+	Wheelchair Liquidated Damages (Form 4)	\$0.00
+	Pull Cord Liquidated Damages (Form 5)	\$0.00
+	Farebox Liquidated Damages (Form 6)	\$0.00
+	Preventative Maintenance (Form 7)	\$0.00
+	Correction Citations Liquidated Damages (Form 8)	\$0.00
+	Complaints (Form 13)	\$0.00
+	AVL Reporting (Form 14)	\$0.00
+	Manager Liquidated Damages (Form 15)	\$0.00
+	Strategic Bus Placement liquidated damages (Form 16)	\$0.00
+	Extra Board (Form 17)	\$0.00
+	Body Damage (Form 18)	\$0.00
<b>Subtotal</b>		
	<b>Liquidated Damages</b>	<b>-\$2,018.40</b>
+	<b>CORRECTIONS</b>	
<b>Subtotal</b>	Revenue Hour Corrections (Form 19)	-\$3,953.04
	<b>CORRECTIONS</b>	
+	<b>DIRECT CHARGES/CREDITS</b>	
+	Domian 7/Marketing Director Charges/Credits (Form 21) Paid under separate cover	\$0.00
+	Dunbar Money Collection Charges/Credits (Form 22)	-\$1,244.38
+	Other Direct Deduction Payments (Itemize and Attach) (Form 23)	\$0.00
	Other Direct Charges/Credits (Itemize and Attach) (Form 24)	\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
<b>Subtotal</b>		
<b>Total</b>	<b>Direct Charges/Credits</b>	<b>-\$7,215.82</b>
	<b>Net Payment</b>	<b>\$1,915,219.35</b>

**Transdev**

720 East Butterfield Road, Suite 300  
Lombard, IL 60148

124.1080


Invoice#: 1090556

Date: 07/31/2018

Customer: 76409

**Invoice**

D'Andrea L. Walker  
Department of Public Works and Transportation  
9400 Peppercorn Place, Suite 320  
Largo, MD 20774

	Description	Rate	Total
07/23/18	Old World Industries, LLC Diesel Exhaust Fluid - 750 GAL 1887979 \$1,230.66	\$1,230.66	\$1,230.66
	5% Administrative Fee	\$61.53	\$61.53
	Total Invoice Amount		\$1,292.19
	 Tony Ward Maintenance Manager		



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8/1/18

**Transdev**

720 East Butterfield Road, Suite 300  
Lombard, IL 60148

124.1080


Invoice#: 1090555

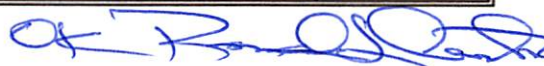
Date: 07/31/2018

Customer: 76409

**Invoice**

D'Andrea L. Walker  
Department of Public Works and Transportation  
9400 Peppercorn Place, Suite 320  
Largo, MD 20774

	Description	Rate	Total
06/27/18	Old World Industries, LLC	\$772.59	\$772.59
	Diesel Exhaust Fluid - 750 GAL		
	1873511 \$772.59		
	5% Administrative Fee	\$38.63	\$38.63
	Total Invoice Amount		\$811.22
			
	Tony Ward Maintenance Manager		





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# Transdev

720 East Butterfield Road, Suite 300  
Lombard, IL 60148

124.1080


Invoice#: 1090554

Date: 07/31/2018

Customer: 76409

## Invoice

D'Andrea L. Walker  
Department of Public Works and Transportation  
9400 Peppercorn Place, Suite 320  
Largo, MD 20774

	Description	Rate	Total
07/18/18	Northern Virginia Supply Diesel Exhaust Fluid 954943 \$360.29	\$360.29	\$360.29
	5% Administrative Fee	\$18.01	\$18.01
	Total Invoice Amount		\$378.30
	 Tony Ward Maintenance Manager		

*[Handwritten signature]*

RECEIVED  
AUG 03 2018  
BY: *[Signature]*

*8/8-7-18*

5105691316

**Transdev**

720 East Butterfield Road, Suite 300  
Lombard, IL 60148

124.1080


Invoice#: 1090553

Date: 07/31/2018

Customer: 76409

**Invoice**

D'Andrea L. Walker  
Department of Public Works and Transportation  
9400 Peppercorn Place, Suite 320  
Largo, MD 20774

	Description	Rate	Total
06/25/18	Zep Sales & Service	\$873.26	\$873.26
	Concentrated TNT		
	9003494267 \$873.26		
	5% Administrative Fee	\$43.66	\$43.66
	Total Invoice Amount		\$916.92
			
	Tony Ward		
	Maintenance Manager		



5105091315



**Transdev**

720 East Butterfield Road, Suite 300  
Lombard, IL 60148

124.1080

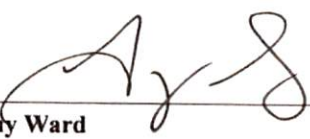
Invoice#: 1090551

Date: 07/31/2018

Customer: 76409

**Invoice**

D'Andrea L. Walker  
Department of Public Works and Transportation  
9400 Peppercorn Place, Suite 320  
Largo, MD 20774

	Description	Rate	Total
04/25/18	Cummins Power Systems, LLC Transmission Repairs for 63151 005-21185 \$9,378.94		
	Bus #63151- Parts and labor for transmission repairs	\$9,378.94	\$9,378.94
		9,378.94	9,378.94
	5% Administrative Fee	\$468.95	\$468.95
	Total Invoice Amount		\$9,847.89
	 Tony Ward Maintenance Manager		

5105693738



**Transdev**

720 East Butterfield Road, Suite 300  
Lombard, IL 60148

124.1080


Invoice#: 1090550

Date: 07/31/2018

Customer: 76409

**Invoice**

D'Andrea L. Walker  
Department of Public Works and Transportation  
9400 Peppercorn Place, Suite 320  
Largo, MD 20774

	Description	Rate	Total
06/26/18	Cummins Power Systems, LLC Engine Replacement for 63150 023-61794 \$28,504.34		
	Bus #63150- Parts and labor for engine replacement	\$28,504.34	\$28,504.34
		28,504.34	28,504.34
	5% Administrative Fee	\$1,425.22	\$1,425.22
	Total Invoice Amount		\$29,929.56
	 Tony Ward Maintenance Manager		

5105493737



**Transdev**


720 East Butterfield Road, Suite 300  
Lombard, IL 60148

124.1080

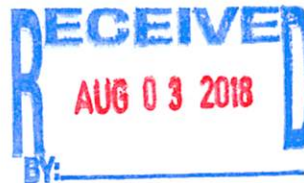
Invoice#: 1090549  
Date: 07/31/2018  
Customer: 76409

**Invoice**

D'Andrea L. Walker  
Department of Public Works and Transportation  
9400 Peppercorn Place, Suite 320  
Largo, MD 20774

	Description	Rate	Total
06/13/18	Cummins Power Systems, LLC Engine Replacement for 62626 023-60914 \$46,691.44		
	Bus #62626- Parts and labor for engine replacement	\$46,691.44	\$46,691.44
		46,691.44	46,691.44
	5% Administrative Fee	\$2,334.57	\$2,334.57
	Total Invoice Amount		\$49,026.01
	 Tony Ward Maintenance Manager		

5105093736



**Transdev**

720 East Butterfield Road, Suite 300  
Lombard, IL 60148

124.1080


Invoice#: 1090548

Date: 07/30/2018

Customer: 76409

**Invoice**

D'Andrea L. Walker  
Department of Public Works and Transportation  
9400 Peppercorn Place, Suite 320  
Largo, MD 20774

	Description	Rate	Total
07/06/18 & 07/20/18	TRANSIT ANALYST POSITION Jayquetta Samoura	\$4,371.92	\$4,371.92
Total Invoice Amount			\$4,371.92
 Tony Ward Maintenance Manager			





8/8/18

5705691314

**Transdev**

720 East Butterfield Road, Suite 300  
Lombard, IL 60148

124.1080


Invoice#: 1090541

Date: 07/15/2018

Customer: 76409

**Invoice**

D'Andrea L. Walker  
Department of Public Works and Transportation  
9400 Peppercorn Place, Suite 320  
Largo, MD 20774

Quantity	Description	Rate	Total
544.77	JUNE 2018 - Salary / Benefits Cost Negotiated in THE BUS Service Agreement	\$85.75	\$46,714.19
Total Invoice Amount			\$46,714.19
 Tony Ward Maintenance Manager			

*zk [Signature]*

*8/8.7.18*



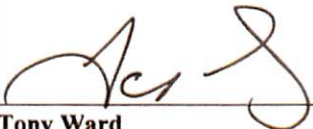
5105091313



720 East Butterfield Road, Suite 300  
Lombard, IL 60148  
**124.1080**

Invoice#: 1090540  
Date: 07/26/2018  
Customer: 76409

D'Andrea L. Walker  
Department of Public Works and Transportation  
9400 Peppercorn Place, Suite 320  
Largo, MD 20774

Date	Description	Rate	Total
JUNE 2018	Transdev FY2018 Fuel Usage for Adminstrative Vehicles (6001, 6002, 6003 & 6004)	\$1,170.55	\$1,170.55
	JUN-18 \$1,170.55		
	<b>Total Invoice Amount</b>		<b>\$1,170.55</b>
	 _____ <b>Tony Ward</b> <b>Maintenance Manager</b>		

Dr. Donald Oles



5105691311

**Transdev**

720 East Butterfield Road, Suite 300  
Lombard, IL 60148

124.1080


**Invoice#:** 1090408

**Date:** 01/30/2018

**Customer:** 76409

**Invoice**

D'Andrea L. Walker  
Department of Public Works and Transportation  
9400 Peppercorn Place, Suite 320  
Largo, MD 20774

	Description	Rate	Total
11/27/17	Old World Industries, LLC Diesel Exhaust Fluid - 750 GAL 1751282 \$416.27	\$416.27	\$416.27
	5% Administrative Fee	\$20.81	\$20.81
	<b>Total Invoice Amount</b>		<b>\$437.08</b>
	 _____ Tony Ward Maintenance Manager		

**RECEIVED**  
JAN 31 2018  
BY: \_\_\_\_\_



**Transdev**

720 East Butterfield Road, Suite 300  
Lombard, IL 60148

124.1080


Invoice#: 1090718

Date: 04/26/2019

Customer: 76409

**Invoice**

D'Andrea L. Walker  
Department of Public Works and Transportation  
9400 Peppercorn Place, Suite 320  
Largo, MD 20774

	Description	Rate	Total
03/06/19	Northern Virginia Supply Winter Pow-R Plus Fuel Additive 966709 \$1,270.73	\$1,270.73	\$1,270.73
	5% Administrative Fee	\$63.54	\$63.54
	Total Invoice Amount		\$1,334.27
	 Tony Ward Maintenance Manager		

OK D'Andrea L. Walker

REC'D - OFFICE OF TRANS  
MAY 2 '19 AM 8:03

# INVOICE

## Veolia Transportation

720 East Butterfield Rd. Suite 300  
Lombard, IL 60148

DATE:	5/8/2019
INVOICE #	1090728
Customer ID	76409

### BILL TO

Ms. D'Andrea L. Walker  
Associate Director, Division of Transit  
Department of Public Works and Transportation  
9400 Peppercorn Place, Suite 320  
Largo, MD 20774

DESCRIPTION	UNIT \$	REV HRS	AMOUNT
Revenue Hours Veolia - April 2019	100.92	19,780.20	1,996,217.78
Strategic	100.92	176.00	17,761.92
			-
			-
			-
Total Before Missed Trips		19,956.20	2,013,979.70
Revenue Hours not provided			- 7,026.05
Dunbar			- 1,283.20
Liquidated Damages - Cleaning			- 8,013.60
Pay:			\$ 1,997,596.85

REC'D - OFFICE OF TRANS  
MAY 9 '19 AM 7:46

*D. Walker*

REVIEWED BY
<i>Jammy Modlin</i> Jammy Modlin General Manager

Admin Fee	0.000%
	\$ -
Other	
TOTAL Due	\$ 2,013,979.70

Missed Trip Hours	100.92	-69.62	Deduction	(7,026.05)
	HRS TOTAL	19,886.58	Accrual	\$ 2,006,953.65



Thank You For Your Business!

05.05.01 - 10.05.01  
05.05.01 - 10.05.01  
05.05.01 - 10.05.01

05.05.01 - 10.05.01

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05.05.01 - 10.05.01  
05.05.01 - 10.05.01

05.05.01



**DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION  
THEBUS BILLING FY2019- PAYMENT SUMMARY SHEET  
APRIL 2019 PAYMENT**

Total Actual Hours

=

**Billed Hours (Invoice 1090728) 19956.20@ \$100.92**

=

**\$2,013,979.70**

	<b>LIQUIDATED DAMAGES</b>	
+	Vehicle cleaning (Form 1)	-\$8,073.60
+	HVAC Liquidated Damages (Form 2)	\$0.00
+	Destination Sign (Form 3)	\$0.00
+	Wheelchair Liquidated Damages (Form 4)	\$0.00
+	Pull Cord Liquidated Damages (Form 5)	\$0.00
+	Farebox Liquidated Damages (Form 6)	\$0.00
+	Preventative Maintenance (Form 7)	\$0.00
+	Correction Citations Liquidated Damages (Form 8)	\$0.00
+	Complaints (Form 13)	\$0.00
+	AVL Reporting (Form 14)	\$0.00
+	Manager Liquidated Damages (Form 15)	\$0.00
+	Strategic Bus Placement liquidated damages (Form 16)	\$0.00
+	Extra Board (Form 17)	\$0.00
+	Body Damage (Form 18)	\$0.00
<b>Subtotal</b>		
	<b>Liquidated Damages</b>	<b>-\$8,073.60</b>
+	<b>CORRECTIONS</b>	
<b>Subtotal</b>	Revenue Hour Corrections (Form 19)	-\$7,026.05
	<b>CORRECTIONS</b>	
+	<b>DIRECT CHARGES/CREDITS</b>	
+	Domian 7/Marketing Director Charges/Credits (Form 21) Paid under separate cover	\$0.00
+	Dunbar Money Collection Charges/Credits (Form 22)	-\$1,283.20
+	Other Direct Deduction Payments (Itemize and Attach) (Form 23)	\$0.00
	Other Direct Charges/Credits (Itemize and Attach) (Form 24)	\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
<b>Subtotal</b>		
<b>Total</b>	<b>Direct Charges/Credits</b>	<b>-\$16,382.85</b>
	<b>Net Payment</b>	<b>\$1,997,596.85</b>



## **BUS SERVICES AGREEMENT**

THIS AGREEMENT is made this 22nd day of December 2009, by and between Veolia Transportation Services, Inc. (the "Contractor") and Prince George's County, Maryland, a body corporate and politic (the "County").

### **RECITALS**

**WHEREAS**, the County issued Request for Proposal No. S06-076 soliciting offers for contract bus services (the "RFP"); and

**WHEREAS**, in response to the RFP, the Contractor submitted technical and cost proposals to the County dated August 23, 2007; and

**WHEREAS**, the parties have participated in protracted negotiations and have reached agreement on the terms and conditions of this Agreement; and

**WHEREAS**, both parties are willing to, and do hereby enter into, this Agreement for contract bus services.

**WITNESSETH**, that for and in consideration of their mutual promises and agreements as herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, it is agreed between the Contractor and the County as follows:

1. **CONTRACT DOCUMENTS**. The agreement between the parties (the "Agreement") is set forth in the following documents, which are attached hereto, incorporated herein by reference, and shall be collectively referred to as the "Contract Documents." In the event of a conflict between the terms and conditions of any of the Contract Documents, the controlling terms and conditions shall be in the order the Contract Documents are listed below:
  - A. This Agreement.
  - B. Attachment A (Modified Liquidated Damages).
  - C. Attachment B (Work Program Provisions).
  - D. The Contractor's Best and Final Offer (BAFO) dated April 27, 2009 in response to the RFP, Attachment C.
  - E. The County's Request for Proposal Number S06-076 issued March 12, 2007, and the Addendums thereto, all of which are attached hereto as Attachment D (collectively, the "RFP").

Both parties are bound to and will abide by all terms and conditions of the Contract Documents.

2. **SCOPE OF WORK**. The Contractor shall provide to the County management and operation of a 25 fixed-route, fixed-schedule, public transit system, hereinafter referred to as *TheBus*, operating in various areas of Prince George's County in accordance with the scope of work and responsibilities as more particularly described in the RFP. The parties also agree to the following terms and conditions not set forth in the RFP or superseding the terms of the RFP:

## BUS SERVICES AGREEMENT

### a) **Vehicle Replacement:**

- i) The County shall use best-efforts to place eight (8) new Gillig buses in revenue service no later than June 30, 2010, twenty (20) additional new Gillig buses in revenue service no later than December 30, 2010, and ten (10) additional new Gillig buses in revenue service no later than April 30, 2011, for a total of thirty-eight (38) new buses over the term of the base contract period. The County and the Contractor shall mutually agree upon the timing and identification of the buses to be retired from the fleet.
- ii) In the event the County is unable to meet any of the in revenue service dates set forth in the foregoing vehicle replacement schedule, then the County shall pay to the Contractor as a direct charge from the targeted replacement date forward on a monthly basis the following:
  - 1) All towing costs associated with all Thomas Low Floor (SLF) and Thomas High Step (TL) Buses except for towing related to accidents and failures of scheduled maintenance;
  - 2) All repair costs associated with the Thomas Low Floor (SLF) and Thomas High Step (TL) Buses, excluding preventative maintenance, accident damage and any warranty related expenses.
- iii) In the event that the County decides to retain any replaced vehicles as reserve or "holding pen" vehicles for future service growth demands, all costs of maintaining and insuring said vehicles will be passed through by the Contractor to the County as a direct charge and paid to the Contractor each month.

### b) **Liquidated Damages:**

- i) **Attachment A:** The terms and conditions regarding liquidated damages set forth in Sections 3.7 through 3.26 of the RFP are hereby stricken, replaced and superseded by the liquidated damages provisions set forth in Attachment A of this Agreement, subject to the following exceptions and limitations set forth in subparagraphs ii) through iv) below.
- ii) **Vehicle Maintenance** – The liquidated damages for vehicle maintenance set forth in Attachment A to this Agreement shall not be assessed until July 1, 2010.
- iii) **Late and Early Trips** – The liquidated damages for late and early trips set forth in Attachment A to this Agreement shall not be assessed until the parties reach a mutually acceptable resolution to AVL system and running time issues or January 1, 2010, whichever occurs first.
- iv) **Missed Trips** – The liquidated damages for "missed trips" commencing with the start date of this agreement is defined as follows: the Contractor's current hourly base rate multiplied by the number of *TheBus* service trips classified as "missed" which fall below 99% daily in accordance with the standard in Section 3.17.12.

## BUS SERVICES AGREEMENT

- v) **All Other** – Commencing on the Effective Date of this Agreement, the liquidated damages set forth in Attachment A to this Agreement and not specifically addressed herein may be assessed against the Contractor; provided, however, that all liquidated damages must be assessed within 60 days of the date of receipt by the County of the monthly invoice for the month of the occurrence giving rise to the liquidated damages.
- c) **Staffing:** Unless otherwise agreed upon and set forth in this Agreement, the Contractor shall make no changes in the staffing levels and operations employed by the Contractor in providing bus services to the County during the period from January 1, 2009 through the Effective Date of this Agreement. Nevertheless, the fully burdened labor costs of a full-time fare box technician and a fare box data analyst, and any increases in the costs of wages and benefits for these two (2) positions shall be billed as a direct charge or billed as part of the rate to and reimbursed by the County to the Contractor on a monthly basis.
- d) **Inventory Cost:** Unless negotiated otherwise, the County shall purchase or cause a new contractor to purchase the parts inventory in stock for *TheBus* on or before the end of the base term or the end of any extension period at the Contractor's cost. The Contractor shall supply all invoices documenting the cost of said inventory. The Contractor shall take neither advantage nor mark up the cost of said inventory in any fashion, and the Contractor shall make a good faith effort to minimize said inventory. The County shall purchase all inventory rendered obsolete to the Contractor as a result of the County's decision to retire any individual bus model from the fleet during the term of this Agreement.
- e) **Fleet Transition Inspection.** The Contractor will continue to maintain the fleet consistent with its current maintenance practices. On or before the end of the base term or the end of any extension period, the County and the Contractor shall conduct a fleet transition inspection of *TheBus* fleet of all then-current active buses in the fleet. The County and the Contractor shall mutually select a third party, professional fleet contractor to conduct the fleet transition inspection for the County and the Contractor to identify repairs to be made to the active fleet and associated costs of said repairs. After allowing for normal wear and tear and depreciation of the active fleet, the County and the Contractor shall evenly split the costs to conduct repairs identified on the active fleet provided the Contractor shall pay no more than \$150,000 for said repairs.
- f) **Maintenance Software:** The Contractor shall continue to use Ron Turley and Associates maintenance software and shall provide to County employees view only access to such software. The Contractor shall maintain all maintenance records during the duration of the contract and provide annual and on-demand reports to County employees upon request. The Contractor reserves the right to change the maintenance software upon approval by the County, such approval not to be unreasonably withheld.
- g) **Bus Wash Breakdowns:** If at any time during the term of this Agreement, or any extensions thereof, the bus wash does not function properly, the County shall reimburse the Contractor through direct charges for any expenses associated with meeting the



## BUS SERVICES AGREEMENT

County's standards of vehicle cleanliness, provided that the alternative for meeting the County's standards are pre-approved by the County, including the associated costs and service provider(s).

- h) **Union Negotiations:** The Contractor shall inform the County of the schedule and status of any future union negotiations of wage and benefits matters. The Contractor shall take into consideration the County's best interest, the economic climate, and market wages when negotiating union agreements that affect the County.
- i) **Marketing and Rebranding:** The Contractor's fees associated with marketing and rebranding *The Bus* services are not included in the hourly revenue rate and shall be billed as a direct charge to and paid by the County should the County elect to utilize the Contractor for marketing and/or rebranding of *TheBus*.
- j) **Utility Vehicles:** The following language of Section 3.8.3 of the RFP is hereby stricken for the purposes of allowing the Contractor to utilize its current fleet of utility vehicles:

"The maximum average age of utility vehicles supplied by the Contractor shall not exceed seven years at any time under this contract."

### 3. COMPENSATION.

- a) **Hourly Revenue Rate:** The hourly revenue rate (the "Rate") for services provided in accordance with this Agreement shall be Eighty Dollars and Eighty-Three Cents (\$80.83), based on 198,000 annual scheduled revenue hours provided Monday through Friday between the hours of 5 AM to 9 PM. The Rate shall increase on each anniversary of the Effective Date in accordance with the prior January's base index figures of the Consumer Price Index for all Urban Consumers (CPI-U) for the Baltimore-Washington region as published by the Bureau of Labor Statistics, except that the Rate shall not be increased less than three percent (3%) or more than five percent (5%) per contract year notwithstanding any lesser or greater adjustments in the CPI-U index. Rates for option years of this Agreement shall be negotiated by the parties prior to the start of the option term.
- b) **Revenue Hour and Like Service Deviations:** The Rate shall apply notwithstanding any -10% or +25% deviation from the annual 198,000 scheduled "like service" hours. In any year in which the number of base scheduled hours falls below 178,200 or exceeds 247,500, the parties shall negotiate an adjusted hourly revenue rate reflecting the financial impact of not meeting or exceeding the base revenue hours.
- c) **Union Wage and Benefit Increases:** Future wage and benefit increases (including future Step, Cost of Living and CPI increases) for the Contractor's union employees are not represented in the Rate and shall be paid as a direct charge by the County, subject to the Contractor's submittal of wage and benefit records documenting the increases.

## **BUS SERVICES AGREEMENT**

- d) **Step Increases:** Step increases for the Contractor's union employees are represented in the Rate through the term of the current union agreement.
4. **AVAILABILITY OF FUNDS.** This Agreement shall be deemed executory only to the extent that appropriations are available for the purpose of this service. The County's continuing obligation under this Agreement, which envisions County funding through successive fiscal periods, shall be contingent upon actual appropriations for the following fiscal year. If the County is unable to secure appropriations for any fiscal year during the term of this Agreement, then the Contractor shall have the right to terminate this Agreement upon thirty (30) days written notice.
5. **TERM OF CONTRACT.** This Agreement shall be effective as of July 1, 2009 (the "Effective Date") and shall continue for a term of five (5) years. The term of this Agreement may be extended for three (3) additional two (2) year periods upon mutual agreement of the parties, to be agreed upon not less than sixty (60) days in advance of the expiration of the then-current term.
6. **TERMINATION FOR CONVENIENCE.** The performance of work under this Agreement may be terminated by the County upon thirty (30) days written notice, or such time as mutually agreeable to the parties, in accordance with this clause in whole, or from time-to-time in part, whenever the County's Purchasing Agent shall determine that such termination is in the best interest of the County. The Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination but will be reimbursed for all its direct and indirect costs reasonably incurred in closing out, in whole or in part, the contract.
7. **TERMINATION FOR DEFAULT.** If either party fails to fulfill its obligations under this Agreement properly and on time or otherwise violates any material provision of this Agreement, the other party may terminate this Agreement by written notice to the defaulting party, but only after thirty (30) days written notice specifying the nature of the default and the cure required, during which period, the defaulting party shall have the opportunity to cure said default. In the event of default by the Contractor and failure to cure, the County shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County may affirmatively collect damages or deduct from monies due the Contractor on this or other County contracts. Damages may include excess procurement costs.
8. **GOVERNING LAW; SEVERABILITY.** This Agreement shall be governed by and construed in accordance with the laws of Prince George's County and the State of Maryland. In case any one or more of the provisions contained in the Contract Documents shall for any reason be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating

## **BUS SERVICES AGREEMENT**

the remainder of the Contract Documents which shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

9. **INDEMNIFICATION**. The Contractor shall indemnify and hold harmless the County, its agents, officials, and employees, from and against any liability, damage, expense, cause of action, suit, claim or judgment arising from any actual or alleged injury to person including death or personal property or otherwise which arises out of the act, failure to act, or negligence of the Contractor, its agents and employees, in connection with or arising out of the performance of this Agreement. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Contractor shall, at its own expense, satisfy and discharge same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Agreement or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend and hold harmless the County as herein provided.
10. **SUCCESSORS AND ASSIGNS**. The terms and conditions contained in the Contract Documents shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
11. **ASSIGNMENT OF CONTRACT**. It is mutually understood and agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of its right, title or interest in this Agreement, or its power to execute any of the Contract Documents, to any other person, firm or corporation, without the previous written consent of the County's Purchasing Agent, but in no case shall such consent relieve the Contractor from the obligations, or change the terms of this Agreement.
12. **PROJECT COORDINATOR**. The County will designate a Project Coordinator who shall be the liaison between the County and the Contractor during the term of this Agreement and who shall be responsible for overseeing the successful and harmonious completion of this Agreement.
13. **NOTICES**. All notices or other communications required or permitted hereunder shall be in writing and either delivered by hand or by courier, or deposited in the United States mail, postage prepaid certified or registered return receipt requested and addressed as follows:

To County:                      Purchasing Agent  
   Office of Central Services  
   1400 McCormick Drive  
   Suite 336  
   Largo, Maryland 20774

## **BUS SERVICES AGREEMENT**

With Copies to: County Attorney  
Office of Law, Room 5121  
14741 Governor Oden Bowie Drive  
Upper Marlboro, Maryland 20772

Director, Department of Public Works  
and Transportation  
9400 Peppercorn Place, Suite 300  
Largo, Maryland 20774

To Contractor: Mr. Stephen W. Shaw  
Regional Vice President, Mid-Atlantic Region  
Veolia Transportation  
2100 Huntingdon Avenue  
Baltimore, Maryland 21211

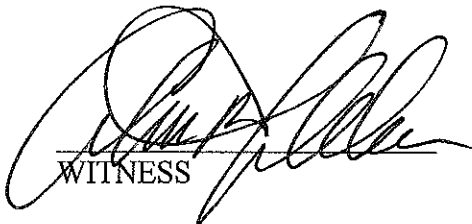
14. **FURTHER ASSURANCES.** The parties agree that they shall at any time and from time to time prior to or after the execution of this Agreement, execute and deliver any and all additional writing, instruments and other documents and shall take such further action as shall be reasonably required or requested by the other party to effectuate the transactions contemplated by this Agreement.
15. **CAPTIONS.** The captions of this Agreement are for convenience and reference only, and in no way define or limit the interests, rights, or obligations of the parties hereunder.
16. **RECITALS.** The Recitals are expressly incorporated herein by reference.
17. **INTERPRETATION.** This Agreement shall be construed as a whole and in accordance with its fair meaning, and shall not be construed either for or against either party. Any exhibits or attachments annexed hereto shall be deemed an integral part of this Agreement with the same force and effect as if set forth in full herein. All references made and pronouns used herein shall be construed in the singular or plural, and in such gender as the sense and circumstances require. References to all section numbers, subsection numbers, exhibits or attachments shall refer to such section, subsection, exhibit and attachment in this Agreement unless otherwise expressly provided.
18. **CUMULATIVE RIGHTS; WAIVERS.** Each and every right granted to a party hereunder, or in any other document contemplated hereby or delivered under or executed concurrently herewith, or by law or equity, shall be cumulative and be exercised at any time, or from time to time. No failure on the part of any party to exercise, and no delay in exercising, any right shall operate as a waiver thereof, nor shall any single or partial exercise by any party of any right preclude any other or future exercise thereof or the exercise of any other right. The failure of any party at any time, from time to time, to require performance by any other party of any term, condition or provision of the Contract Documents shall in no way alter or otherwise affect the right of such party at a later time to enforce the same. No waiver by any party of any condition, or of the breach of any term, covenant or provision contained in the

## BUS SERVICES AGREEMENT

Contract Documents, whether by conduct or otherwise, at any time or from time to time, shall be deemed to be or construed as a further or continuing waiver of such condition or breach or as a waiver of any other condition or of any other or subsequent breach of the same of any other term, covenant or provision.

19. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single Agreement.
20. **FINAL AGREEMENT.** This Agreement contains the final, entire agreement between the parties hereto, and shall supersede all prior correspondence and agreements or understandings with respect thereto. This Agreement shall not be modified or changed orally, but only by an agreement in writing, signed by the authorizing official of the party against whom enforcement of any such change is sought. For purposes of this section, authorizing official of the County shall either be the County Executive, Chief Administrative Officer, or the Deputy Chief Administrative Officer who executes this Agreement.
21. **CERTIFICATION OF SIGNATORIES/AUTHORIZED PERSONS.** The signatories executing this Agreement on behalf of the County and the Contractor warrant and represent that they have the legal authority to do so, and furthermore agree that each shall, upon request of the other party, furnish legally sufficient evidence of such authority.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered these presents as of their own free act and deed as of the Effective Date first written above.

  
WITNESS

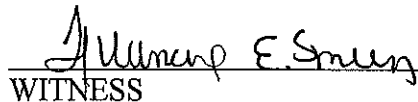
VEOLIA TRANSPORTATION SERVICES,  
INC.

BY: 

Print Name: MARK L. JOSEPH

Title: CEO + President

PRINCE GEORGE'S COUNTY, MARYLAND

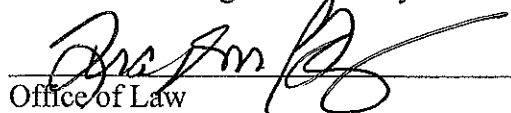
  
WITNESS

 - ACTING  
CAO


Iris B. Boswell

For Deputy Chief Administrative Officer

Reviewed for Legal Sufficiency

  
Office of Law

Reviewed and Approval Recommended:

  
Haitham A. Hijazi, Director  
Department of Public Works  
and Transportation



## APPENDIX A-1

Page 1 of 1

## 2.14.1 VENDORS OATH AND CERTIFICATION

Pursuant to Subtitle 10, Section 10A-110 of the Prince George's County Code, the Purchasing Agent requests as a matter of law that any contractor receiving a contract or award from Prince George's County, Maryland, shall affirm under oath as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

"I (We) hereby declare and affirm under oath and the penalty of making a false statement that if the contract is awarded to our firm, partnership or corporation that no officer or employee of the County whether elected or appointed, is in any manner whatsoever interested in, or will receive or has been promised any benefit from, the profits or emoluments of this contract, unless such interest, ownership or benefit has been specifically authorized by resolution of the Board of Ethics pursuant to Section 1002 of the Charter of Prince George's County, Maryland; and

I (We) hereby declare and affirm under oath and the penalty of making a false statement that if the contract is awarded to our firm, partnership or corporation that no member of the elected governing body of Prince George's County, Maryland, or members of his or her immediate family, including spouse, parents or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing this contract, unless such officer or employee has been exempted by Section 1002 of the Charter of Prince George's County, Maryland.

Handwritten Signature of Authorized Principal(s):

Name: 

Title: CEO & President

**CERTIFICATION OF ASSURANCE OF COMPLIANCE REGARDING FAIR LABOR  
STANDARDS ACT**

In accordance with the Fair Labor Standards Act of 1938 (29 USCS, Sections 201-216, 217-219, 557), the implementing rules and regulations thereof, a Certificate of Compliance with the Fair Labor Standards Act of 1938 is required of bidders or prospective contractors receiving a contract or award from Prince George's County, Maryland. Receipt of such certification shall be a prerequisite to the award of contract and payment thereof.

**1.1.1.1.1 Certification of Bidder**

I (We) hereby certify that our firm, as producer of the goods to be purchased by Prince George's County, Maryland, has complied with all applicable requirements of the Fair Labor Standards Act of 1938 (29 USCS, Sections 201-216, 217-219, 557).

Handwritten Signature of Authorized Principal(s):

Name: Mark C. Joseph

Title: CEO & President

Name of Firm/Partnership/Corporation: VEOLIA TRANSPORTATION SERVICES, INC.

Date: 09-30-09

REQUEST FOR PROPOSALS  
PRINCE GEORGE'S COUNTY GOVERNMENT  
CONTRACT BUS SERVICE

**APPENDIX A-3**  
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**STATEMENT OF OWNERSHIP AND BIDDER QUALIFICATION AFFIDAVIT**

Part A below requires a business entity, when responding to a bid or proposal solicitation, to provide a statement of ownership as a condition of eligibility to receive a contract from Prince George's County.

Part B is an affidavit of "No Conviction" for bribery, attempted bribery, or conspiracy to bribe, and is required under Section 16-311 of the Maryland State Finance and Procurement Article.

**NOTE: Submission of completed document is prerequisite to award.**

## PART "A" - OWNERSHIP

Date: 09-30-09

1. Full name and address of business: Veolia Transportation Services, Inc.  
720 E. Butterfield Rd, Suite 300, Lombard IL 60148 . (630) 571-7070  
City and State Zip Code Bus. Phone w/area code
2. Is the business incorporated? ✓ Yes        No
3. Other names used by business i.e., T/A: Neolia Transportation

### Non-Corporate Business

If response to Item #2 above is No, list the name and business and residence address of each individual having a 10% or greater financial interest in the business.

[illegible]

## Corporate Business Entities

Is the corporation listed on a National Securities Exchange?            Yes            ☒ No

4. List the names of all officers of the corporation, their business and residence addresses and the date they assumed their respective offices.

Name	Residence Office	Business/Address	Date Office Assumed
Mark L. Joseph, CEO & President	7120 Fairfax Rd Bethesda, MD 20814	720 E. Butterfield Rd Suite 300 Lombard, IL 60148	07-24-09
Jan Horstmann, EVP, CFO & Treasurer	1201 W. Wrightwood Chicago, IL 60614	720 E. Butterfield Rd Suite 300 Lombard, IL 60148	05-13-08
Ronald Hartman, Sr. VP	6408 Summer Sunrise Columbia, MD 21044	720 E. Butterfield Rd Suite 300 Lombard, IL 60148	11-22-06
Alan B. McDawer, VP & Secretary	241 May St Elmhurst, IL 60126	720 E. Butterfield Rd Suite 300 Lombard, IL 60148	11-22-06

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## APPENDIX A-3

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5. List the names of all members of the current Board of Directors, their business and residence addresses, the date each member assumed office and the date his/her term as a Director shall expire (if any).

Name	Residence Business/Address	Date Office Assumed	Date Term of Office Expires
Mark Joseph	See above	Same as above	N/A
Jan Horstmann			
Alan Moldauer			

**STATEMENT OF OWNERSHIP AND BIDDER QUALIFICATION AFFIDAVIT**

6. List the names and residence addresses of all individuals owning at least ten percent of the shares of any class of corporate security, including but not limited to stocks of any type or class and serial-maturity bonds of any type or class.

Name	Residence Address
	N/A

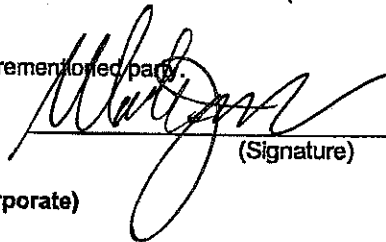
This Financial Disclosure Statement has been prepared by \_\_\_\_\_

\_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed by Preparer

**PART "B" - AFFIDAVIT (BIDDER'S QUALIFICATION STATEMENT)**

1. I am the President & CEO of Veolia Transportation Services, Inc.  
a party interested in obtaining a contract with Prince George's County under conditions set forth in documents for Bid No. \_\_\_\_\_
2. Upon examination of relevant records and to the best of my knowledge, no officer, director, partner or employees of the aforementioned business entity has on the basis of acts committed after July 1, 1977, been convicted of, or entered a plea of nolo contendere to, a charge of bribery, attempted bribery or conspiracy to bribe under the laws of the State of Maryland, any other state, or the federal government other than those listed on the attachment to this affidavit (attachment should list name, title, offense, place and date of conviction or plea);
3. I have been authorized to make this statement on behalf of the aforementioned party.

  
(Signature)

**ACKNOWLEDGMENT (Corporate)**

I, Alan B. Moldauer \_\_\_\_\_ certify that I am the  
Name (Printed)

Secretary \_\_\_\_\_ of Veolia Transportation Services, Inc. and  
Title and Business Entity

that Mark L. Joseph \_\_\_\_\_ who signed the above Affidavit/  
Name (Printed)

is President & CEO \_\_\_\_\_ of said entity; that I know his/her  
Title

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## APPENDIX A-3

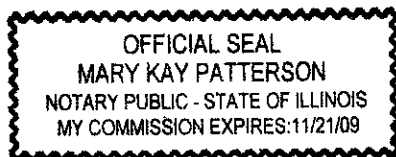
Page 3 of 3

signature, and his/her signature thereto is genuine; and that the above Affidavit/Statement of Ownership was duly signed, sealed, and attested for in behalf of said entity by authority of its governing body. Further, under penalty of perjury I solemnly affirm that the contents of the foregoing Affidavit and Statement of Ownership are true to the best of my knowledge, information and belief.

Alan B. Moldaver (SEAL)

(Name Printed) \_\_\_\_\_  
(Signature) \_\_\_\_\_ (SEAL)

Corporate Seal (as applicable) (SEAL)



Mary Kay Patterson 9/30/09  
NOTARY

REQUEST FOR PROPOSALS  
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APPENDIX B  
Page 1 of 1

Metropolitan Washington Council Of Governments Rider Clause

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF OVERNMENTS.

- A. If authorized by the Offeror(s), resultant contract(s) will be extended to any or all of the listed members as designated by the Offeror to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful Contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your proposal.
- D. It is the awarded Contractor's responsibility to notify the members shown below of the availability of the contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdictions may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, nondiscrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee

pricing section of Contract:

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

YES NO JURISDICTION

☒    Alexandria, Virginia  
☒    Alexandria Public Schools  
☒    Arlington County, Virginia  
☒    Arlington County Public Schools  
☒    Bowie, Maryland  
☒    College Park, Maryland  
☒    Culpepper County, Virginia  
☒    District of Columbia  
☒    District of Columbia Public Schools  
☒    District of Columbia Water & Sewer Auth.  
☒    Fairfax, Virginia  
☒    Fairfax County Water Authority  
☒    Falls Church, Virginia  
☒    Fauquier County Schools & Govt., Virginia  
☒    Frederick County, Maryland  
☒    Frederick County Public Schools  
☒    Gaithersburg, Maryland  
☒    Greenbelt, Maryland  
☒    Herndon, Virginia  
☒    Loudoun County, Virginia

YES NO JURISDICTION

☒    Manassas, Virginia  
☒    Maryland-National Capital Park & Planning Comm.  
☒    Metropolitan Washington Airports Authority  
☒    Metropolitan Washington Council of Governments  
☒    Montgomery College  
☒    Montgomery County, Maryland  
☒    Montgomery County Public Schools  
☒    Prince George's County, Maryland  
☒    Prince George's Public Schools  
☒    Prince William County, Virginia  
☒    Prince William County Public Schools  
☒    Prince William County Service Authority  
☒    Rockville, Maryland  
☒    Stafford County, Virginia  
☒    Takoma Park, Maryland  
☒    Vienna, Virginia  
☒    Washington Metropolitan Area Transit Authority  
☒    Washington Suburban Sanitary Commission

Veolia Transportation Service, Inc.  
Vendor Name

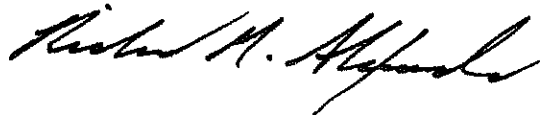


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 PRINCE GEORGE'S COUNTY GOVERNMENT  
 CONTRACT BUS SERVICE  
 Attachment No. 2B  
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 MINORITY BUSINESS ENTERPRISE UTILIZATION PLAN  
 (to be submitted with COST PROPOSAL)  
 Bid/RFP #06-076

NSSI Group, Kenneth Gordon -- 7915 Norwich Ct. Port Tobacco MD. Tel: 240-417-7912	Administrative, Management and Marketing Services	06-3487	1,734,600
Kingsbury Uniform, Catherine Brown 112 West 9th St., LOS Angeles, CA. Tel 213-623-3396	Uniform Services	28S00016	116,000
Mattocks Career Development, Vonzel Mattocks 5801 Allentown Rd. Camp Springs, MO Tel: 310-899-3861	Administrative Services	06-3442	100,000
Simon & Simon, Rosalyn Simon 323 Corporate Court, Ellicott City, MD. Tel: 410-480-9005	Customer Service Surveys and related activities	02-1169	100,000
Union Printing, Jeanette Chilton. 4301 Garden City Or., Landover, MD Tel: 301-459-7477	Printing Services	Application in Process	75,000
Oneness Mobility, Patricia Alford. 7620 A Penn Belt Or., Forestville, MD. Tel. 301-568-6686	Component Repair	04-473	5,000
	Total Value		2,155,600
	Total MBE Percentage of Participation		12.8

Name of Prime Contractor Veolia Transportation Services Inc.

Name of Principle Richard M. Alexander



Signature

Date 10/23/09

## ATTACHMENT B

### VEOLIA BUS SERVICES AGREEMENT WORK PROGRAM PROVISIONS September 28, 2009

The following terms and conditions regarding liquidated damages replace and supersede those set forth in the Prince George's County Request for Proposal No. S06-076 and are incorporated into and part of the Agreement between Prince George's County, Maryland and Veolia Transportation Services, Inc. for contract bus services.

#### **3.7 WORK PROGRAM PROVISION OF FACILITY**

- 3.7.1 As provided for in this RFP, the County shall provide the facility(ies) in which the operations, maintenance, and administrative activities of *TheBus* shall be housed. These activities are housed in a consolidated, multi-function, multi-service facility. The operational portions of the facility shall house the County's paratransit operations and the Contractor's *TheBus* operations. The maintenance portions of the facility shall house the County's DPW&T maintenance services and any agreed to subcontractor's or Contractor's *TheBus* maintenance services.
- 3.7.2 The Contractor shall not be charged for use of facility utilities or for normal facility repair and maintenance; except that the Contractor will pay for the repair of all damages to the facility or grounds caused by Contractor and/or subcontractor personnel and/or operations, excluding ordinary wear and tear. As agreed to by the County and the Contractor, such repair cost will be deducted from the Contractor's monthly payment or the contractor shall make such repair at its expense. The Contractor will be responsible for providing janitorial services and maintaining the facility and grounds in a broom swept condition.
- 3.7.3 The Contractor may not use County provided facilities and equipment for any purpose other than the provision of *TheBus* services as provided for in this Contract. No Contractor or subcontractor employee may use or be allowed to use the County provided facilities (or equipment) for personal use or gain.
- 3.7.4 The County will supply, maintain, and repair an automated vehicle wash system at the facility. The Contractor will be liable for and will pay for the cost of any repair to the vehicle wash system where such repair is the result of the Contractor's or subcontractor's improper operation or use of the wash system or Contractor accident or neglect.

#### **3.8 WORK PROGRAM PROVISION OF BUSES AND SERVICE VEHICLES**

- 3.8.1 The County shall provide all transit revenue vehicles required for the provision of *TheBus* services. Attachment 8 provides the current fleet inventory. Annually, the actual number of transit revenue vehicles the Contractor will operate will be determined by the routes and schedules developed during each

## ATTACHMENT B

### VEOLIA BUS SERVICES AGREEMENT WORK PROGRAM PROVISIONS September 28, 2009

fiscal year's budget process, the number of new buses added to the fleet inventory for new service starts, and the County's planned replacement schedule. A current fleet inventory shall be supplied to the Contractor annually or as changes occur. Existing and new vehicles shall be provided to the Contractor and receipt confirmed via a written list of assigned transit revenue vehicles. The Contractor will accept new transit revenue vehicles in an "as delivered" condition (that is, the Contractor shall have no right to decline to accept new buses due to their style, make, configuration or the absence of or type of components supplied with the new bus).

- 3.8.2 The County will supply and maintain for the term of the Contract, a 20% revenue service vehicle spare ratio based upon peak period vehicle requirements. The Contractor shall maintain all transit revenue vehicles supplied with this Contract.
- 3.8.3 The Contractor shall provide all utility vehicles necessary for conducting all **TheBus** business and supervision the Contractor has contracted for under this RFP. The maximum average age of utility vehicles supplied by the Contractor shall not exceed seven years at any time under this contract nor shall the Contractor utilize damaged, rusted, or defective utility vehicles, except that the Contractor may continue to utilize all of its existing fleet of utility vehicles regardless of age for Year 1 of this Contract. Only **TheBus** logos and colors shall be allowed on the utility vehicles (e.g., no Contractor logos or colors shall be allowed). As part of their response to this RFP, the Offeror shall identify (by year, make, and model) all utility vehicles to be supplied with the contract, a replacement program for said vehicles, and a program to expand their utility vehicle fleet to accommodate a growing **TheBus** system.
- 3.8.4 Towing service shall be provided by the Contractor for all **TheBus** transit revenue vehicles assigned to the Contractor and for any utility vehicles used by the Contractor under this RFP. The Contractor shall identify towing vendor(s) to be used during Phase I and Phase II.
- 3.8.5 The Contractor will accept existing transit revenue vehicles in an "as is" condition; therefore, the Contractor is solely responsible for inspecting and knowing the condition of each existing vehicle provided by the County on the initial fleet allocation so that it may properly budget for maintenance.
- 3.8.6 The successful Offeror will be solely responsible for bringing all existing transit revenue vehicles up to proper performance and industry standards during Phase I as part of a rehabilitation/rebuilding process approved and paid for by the County. Offerors shall submit their Rehabilitation Plan as part of their response to this RFP for County review and approval (See Section 3.10).

## ATTACHMENT B

### VEOLIA BUS SERVICES AGREEMENT WORK PROGRAM PROVISIONS September 28, 2009

The successful Offeror should plan on maintaining the transit revenue fleet provided to them with this Contract for the term of the Contract. Replacement vehicles are planned to be provided by the County, but are not guaranteed. Existing maintenance records will be made available by the County for review.

#### **3.9 WORK PROGRAM PROVISION OF EQUIPMENT**

- 3.9.1 The County shall provide all revenue collection equipment required for **TheBus** including spare fareboxes, revenue collection vaults, and revenue collection counting and/or audit unit(s). The Contractor shall be responsible for all maintenance and upkeep costs of any revenue collection equipment supplied to them by the County at the start of and throughout the term of the Contract. Beginning in the fall of 2008, the County will be installing a new registering farebox system on the vehicles and in the facility. At the County's direction, the Contractor shall be prepared to purchase and/or install any new revenue collection equipment desired by the County. Costs for any new registering revenue equipment so purchased or installed by the Contractor shall be paid by the County as direct charges on the Contractor's monthly invoice. The Contractor shall then be responsible for all subsequent maintenance and upkeep costs of new registering revenue collection equipment.

A County subcontractor shall train County and Contractor operating, maintenance, and utility personnel on the use and maintenance of any new or existing farebox equipment supplied by the County. All revenue collection equipment supplied by the County to the Contractor under this RFP shall remain the property of the County. Title to and ownership of all revenue equipment procured by the Contractor for the County shall be transferred to the County immediately upon delivery.

The Contractor shall provide daily review, analysis, and maintenance of the ridership and revenue reports generated with the implementation of the SmarTrip card functionality on the registering fareboxes.

- 3.9.2 The County shall provide all two-way radios, security cameras, and AVL equipment necessary for the proper operation of **TheBus** services assigned under this RFP. The County shall have all radios, security cameras, and AVL units initially installed on all **TheBus** transit revenue vehicles and at the facility as provided under this RFP. The Contractor shall maintain and upkeep the radios, security cameras, and AVL units provided and shall train Contractor personnel in radio/security cameras/AVL and radio/security cameras/AVL system use. The Contractor shall be responsible for installing any County supplied radios, security cameras, and AVL units on their Contractor's non-revenue vehicles and shall be responsible for reinstalling any and all County

## ATTACHMENT B

### VEOLIA BUS SERVICES AGREEMENT WORK PROGRAM PROVISIONS September 28, 2009

supplied radios, security cameras, and AVL units on assigned transit revenue vehicles as required for proper radio/security cameras/AVL operations. The County shall have final approval of any subcontractor used to install or reinstall radios, security cameras, and AVL units and may designate radio/security camera/AVL unit vendors for the Contractor to use. All radios/security cameras/ and AVL units supplied by the County to the Contractor under this RFP shall remain the property of the County.

- 3.9.3 Under this RFP, the County shall provide all maintenance equipment and tools necessary to maintain all transit revenue service vehicles of the **TheBus**, except for personal maintenance tools and carts which shall be the responsibility of the Contractor's and/or the subcontractor's mechanics. The Contractor shall also provide under Phase II all maintenance shop supplies and expendables such as cleaning materials, rags, nuts and bolts, wires, fittings, lights, uniforms, personal and facility safety gear, etc. All maintenance equipment and tools supplied by the County shall remain the property of the County.
- 3.9.4 Under this RFP, the County shall provide all facility furnishings, computers, and equipment necessary to operate, administer and maintain **TheBus** services out of the facility. All such equipment provided shall remain the property of the County.
- 3.9.5 Under this RFP, the Contractor shall propose to the County a computerized Information Management System (IMS) which shall provide operating and service data/information on **TheBus**. The County may elect to accept this IMS or require the Contractor to utilize the County's IMS systems. In either case, the Contractor will be solely responsible for managing, operating, and maintaining the IMS. The IMS shall be fully automated from original point of data entry, providing a multiple number of operating reports on a daily, monthly, cumulative and annual basis for **TheBus** services. The IMS shall be compatible with the County's M-4 maintenance management program and capable of providing all information necessary to comply with the National Transit Database (NTD) reporting system (See Section 3.21).
- 3.9.6 The Contractor shall maintain the following inventories of **TheBus** items and equipment:
  - 3.9.6.1 All County supplied office and facility furnishings and equipment.
  - 3.9.6.2 All County supplied or bought revenue collection equipment.
  - 3.9.6.3 All County supplied computer and allied equipment.

## ATTACHMENT B

### VEOLIA BUS SERVICES AGREEMENT WORK PROGRAM PROVISIONS September 28, 2009

- 3.9.6.4 All County supplied radio, security cameras, and AVL equipment.
  - 3.9.6.5 All County supplied office, door, and revenue collection equipment keys, swipe cards and readers and any security cameras.
  - 3.9.6.6 All County supplied maintenance equipment.
  - 3.9.6.7 Any such other items of equipment or fixed assets that may be supplied by the County to the Contractor over the life of the Contract which is not currently enumerated in this RFP.
- 3.9.7 The inventories cited in 3.9.6 above shall be maintained by the Contractor throughout the term of this Contract in automated and manual form approved by the County. The County shall submit an initial written inventory to the Contractor detailing all items supplied to the Contractor. Upon receipt of this initial list of equipment to be maintained, the Contractor must be able to produce an accurate and up-to-date inventory anytime at the County's request, which details status, condition, location and disposition of items or equipment on said inventories. The County will ~~conduct an annual inventory of all inventories cited above, at a time of its choosing.~~ The Contractor will be required to attend and conduct this inventory with the County. Any missing equipment or equipment losses not due to normal wear and tear shall result in the Contractor paying for the depreciated value of the lost equipment.

### **3.10 WORK PROGRAM PROVISION OF TRANSIT REVENUE VEHICLES AND ANCILLARY EQUIPMENT MAINTENANCE**

- 3.10.1 The Contractor shall be responsible for the proper use, care, and maintenance of all transit revenue vehicles and all ancillary equipment assigned to them to operate *TheBus* under the ensuing Contract. Ancillary equipment on transit revenue vehicles shall be defined to include: manual fareboxes, registering fareboxes with smart card readers, electronic and manual roller curtains, electronic destination signs, display boards, radios, AVL units, security cameras, information boards, and any other equipment provided on transit revenue vehicles which is not necessary to operate the vehicle, but is required or provided to make the vehicle complete for transit operations and is supplied by the County to the Contractor for the operation of *TheBus* services. The County shall provide the facility and all heavy maintenance and component equipment. The Contractor and/or their mechanics shall provide all personal maintenance tools and carts. All assigned transit revenue vehicles and ancillary equipment shall be owned by the County.



## ATTACHMENT B

### VEOLIA BUS SERVICES AGREEMENT WORK PROGRAM PROVISIONS September 28, 2009

- 3.10.2 During Phase I and annually thereafter (on or before July 1 of each fiscal year), the Contractor shall review, amend, and submit, for County approval, a complete and comprehensive Preventative Maintenance (PM) Program covering the transit revenue vehicles owned by the County and assigned to the Contractor for use on *TheBus*. The PM Program submitted by the Contractor for the transit revenue vehicles shall meet or exceed the manufacturer's recommended or specified guidelines for vehicle servicing, maintenance, and upkeep, including all add-on equipment installed by a second stage manufacturer. When two service categories are provided by the manufacturer, such as "normal service" and "severe service," the more severe service category will be used in establishing the Contractor's preventative maintenance program. The PM Program shall be designed to minimize downtime, in-service breakdowns, and major component failure or replacement. The PM Program must address individual vehicle needs and seasonal maintenance needs as well as fleet needs by vehicle type. Annually, the PM Program shall be adjusted to reflect the Contractor's currently assigned transit revenue vehicle mix, fleet age, and maintenance history. At the initial and annual submissions, the PM Program shall specify a schedule for all PM inspections, service, and repair. The Contractor shall be required to meet this schedule and document weekly, monthly, and annually, the results to the County. The PM Program and all forms, processes, schedules, and services required are to be submitted as part of the Contractor's Maintenance Program.
- 3.10.3 The Contractor shall, at all times, including Phase I and Phase II, ensure the maintenance of all assigned transit revenue vehicles and ancillary equipment utilized in the operation of *TheBus* in such a manner as to comply with all United States Department of Transportation, Washington Metropolitan Area Transit Commission (WMATC), and Maryland Department of Transportation safety rules and regulations that pertain to the carriage or the transportation of the traveling public. During Phase I and as part of their first PM Program submittal, the Contractor shall conduct a thorough evaluation and fleet inspection of the body, chassis and mechanical condition of each and every transit revenue vehicle assigned to them and develop an action plan, with associated costs, for rehabilitating and/or repairing said vehicles to bring them up to proper operating condition and/or OEM standard, allowing for normal wear and usage of the vehicle. The Contractor shall provide the fleet transition inspection utilizing a mutually selected, independent, professional, third party fleet inspection vendor approved by the County and the Contractor to conduct the fleet transition inspection for the County and the Contractor to identify repairs to be made to the active fleet and associated costs of said repairs. After allowing for normal wear and tear and depreciation of the active fleet, the County and Contractor shall evenly split the costs to conduct repairs identified on the active fleet provided the Contractor shall pay no more than \$150,000 for

## ATTACHMENT B

### VEOLIA BUS SERVICES AGREEMENT WORK PROGRAM PROVISIONS

September 28, 2009

said repairs. The County may participate in the fleet transition inspection. The County shall review and approve the Contractor's action plan and those recommended repairs it deems appropriate, and the Contractor shall affect said repairs within 120 calendar days. At any time during this repair process, the County may initiate and make any repairs it deems in its interest to do so. Any costs associated with the Phase I fleet rehabilitation transition inspection and ensuing repairs shall be charged to the County as direct charges.

- 3.10.4 During Phase II, inspections will also be conducted on a quarterly and as needed basis over the length of the contract. The Contractor should be prepared to schedule and coordinate inspections with an outside professional third party vendor of the County's choosing.
- 3.10.5 The Contractor shall act as the County's agent for all warranty work required on the County's assigned transit revenue vehicles. The County will supply the Contractor with all applicable warranty provisions and dealer/OEM service information for each type of assigned transit revenue vehicle. The Contractor shall in no way jeopardize the current warranty on any assigned transit revenue vehicle and ancillary equipment due to their actions, inactions, work and/or their inability to perform scheduled maintenance or repairs. At a minimum, the Contractor shall, at all times, comply with the manufacturer's recommendations for the maintenance of *TheBus* transit revenue vehicles and ancillary equipment as necessary to maintain warranties. The Contractor shall not utilize any part, work or procedure, through direct action or inaction that would invalidate the manufacturer's warranty for any assigned transit revenue vehicle or ancillary equipment provided by the County. Contractor shall establish and maintain effective working relationship(s) with each original equipment manufacturer (OEM) and/or certified dealer or service vendor to ensure that warranty work is performed properly and in a timely manner. The Contractor will be responsible for all labor costs/time associated with transporting transit revenue vehicles to and from an OEM certified dealer/vendor for warranty work unless the warranty terms specify otherwise. The Contractor must also be prepared to have all work performed at OEM's certified dealers/vendors shop unless the Contractor is authorized to perform the work at the County's facility. Contractor shall diagnose and initiate necessary warranty work, in consultation with each OEM, within three calendar days of becoming aware of the warranty defect, repair or issue. Contractor failure to initiate warranty work within five calendar days after written notification from the County shall allow the County the right to conduct any such warranty repair work with vendor(s) of the County's choosing and invoice the Contractor for the costs of such repairs including the assessment of a five percent administrative fee added to the repair costs. Should the County elect to use this option, the costs of repairs and the

## ATTACHMENT B

### VEOLIA BUS SERVICES AGREEMENT WORK PROGRAM PROVISIONS

September 28, 2009

administrative fee will be deducted from current monies owed the Contractor or the Contractor may pay the repair costs directly.

- 3.10.6 The Contractor must ensure that all repair work for assigned transit revenue vehicles and ancillary equipment is performed by Contractor maintenance personnel who have demonstrated the necessary experience and skills in the work to be performed. The Contractor's maintenance personnel shall have knowledge of engines, transmissions, diagnostic procedures, electrical systems, and related mechanical parts, methods, and procedures normally used in servicing vehicle mechanical and ancillary equipment for transit bus chassis and bodies. At any time, over the term of the Contract, the Contractor shall ensure that at least 25% of their maintenance personnel are National Institute for Automotive Service Excellence (ASE) certified technicians (certified in relevant categories). At a minimum, the Maintenance Crew Chiefs shall be certified Master Technicians and enrolled in the ASE Transit Bus Test Series. The qualifications of the Contractor's maintenance personnel, showing appropriate training and/or certification, must appear in the PM Program submitted under Section 3.10.2 above.
- 3.10.7 Included in the submitted PM Program shall be a separate section on heating and air conditioning (HVAC) describing how the Contractor shall maintain and conduct seasonal preventative maintenance campaigns to ensure properly working HVAC systems. All HVAC repairs and maintenance shall be performed according to established laws, regulations and procedures regarding air conditioning or heating service. The Contractor shall describe by brand name and model number the refrigerant recycling system(s) proposed for use on the transit revenue vehicles and whether this system is currently in use by the Contractor or will be purchased as a result of the contract awarded from this RFP.
- 3.10.8 The Contractor shall use the approved IMS program and the County's M-4 vehicle maintenance program to provide complete, accurate, and up to date maintenance record-keeping on all transit revenue vehicles and ancillary equipment provided under the ensuing Contract. Said record-keeping shall be kept by individual transit revenue vehicle unit as well as by vehicle type and for the fleet collectively and shall provide for both an electronic and hard copy (paper) unit/fleet file and records presentable on a cumulative, daily, weekly, monthly, and annual basis. Record keeping for transit revenue vehicles shall note preventative maintenance, and unscheduled maintenance repairs for each individual unit, vehicle type, and fleet. Record keeping shall also note costs of repairs, both labor and parts for each vehicle type and fleet. Record-keeping for transit revenue vehicles shall also include, but not be limited to, the recording of fuel usage, fluids, oils, lubricants, and vehicle hours and miles.

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Record-keeping for all the units and the fleet shall be consistent with current fleet management practices and shall, as a minimum, meet the requirements of the initial and annual PM Program submitted and approved by the County. The Contractor shall supply monthly, weekly and as requested maintenance, M-4 and other reports as noted here and throughout this RFP.

- 3.10.9 At all times under the ensuing Contract to this RFP, the Contractor shall cause and ensure that all components of each assigned transit revenue vehicle, including its body, frame, furnishings, mechanical, electrical, hydraulic, and all other vehicle operating systems and/or ancillary equipment are functional and maintained in proper working condition and ensure that they are free from damage due to accident, vandalism, sabotage or malfunction. Should any assigned transit revenue vehicle component be found to be inoperable, in need of repair, or suffer damage due to an accident or incident which impairs the proper mechanical operation of the vehicle or allied components, the Contractor shall initiate or effect repairs to correct the vehicle component identified within three calendar days of their knowledge of the occurrence of the damage or need for repair.
- 3.10.10 The Contractor shall repair, within ~~five calendar days of their knowledge of the occurrence of minor body damage,~~ any minor body damage done to assigned revenue transit vehicles as a result of day-to-day operations so that assigned transit revenue vehicles maintain a clean and new look free from exterior and interior body damage, dents, breaks, rips, or deformation. Minor body damage as used herein shall be defined as any interior or exterior body work costing ~~\$2,500.00 or less.~~ The County shall be notified by the Contractor within 24 hours of any accident or incident necessitating major repair work. Major body repair work is defined as any interior or exterior body work costing more than ~~\$2,500.00.~~ The Contractor shall initiate or cause the repair of any major body repair work to assigned vehicles or equipment within five calendar days of their notice to the County. All repairs made relative to such damage shall be performed by competent repair facilities capable of restoring the damaged vehicles or ancillary equipment back to their original configuration, appearance, and structural integrity.
- 3.10.11 The County's designated representative(s) shall, at all times, have the necessary authority to inspect any assigned transit revenue vehicle components and ancillary equipment being utilized by the Contractor for *TheBus* with or without notice. That authority shall include the ability to direct the Contractor's immediate repair and/or withdrawal from service of any assigned transit revenue vehicle or replacement of equipment determined to be unsafe to transport the traveling public or detrimental to the operation of *TheBus*. Such determination shall be made solely at the discretion of the County's designated

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representative(s), and the Contractor shall have three calendar days to initiate or affect any repairs required. The Contractor shall have no unilateral right to permanently or temporarily withdraw any assigned transit revenue vehicle(s) from service without the County's prior consent. Should the Contractor believe that the vehicle's condition is such that it must be removed from service, then the Contractor shall supply, in writing, to the County what conditions exist warranting the vehicle's removal and a plan of action to address and/or repair said conditions. The County may engage the services of an independent third-party firm of its choosing to verify the need for removal of the vehicle(s) from service and the proposed repair. Irrespective of the Contractor's documentation of a vehicle's condition, it is the County's exclusive right to determine if the vehicle is to be removed from service or repaired at the Contractor's expense.

- 3.10.12 The Contractor shall be responsible for maintaining and always having available the following inventory of transit revenue vehicles, ancillary equipment and spare parts:
  - 3.10.12.1 All assigned County transit revenue vehicles.
  - 3.10.12.2 All County manual fareboxes, registering fareboxes with smart card readers, probes, and counting and storage equipment.
  - 3.10.12.3 All County two-way radio and AVL units.
  - 3.10.12.4 All County probes, counting and revenue vault boxes.
  - 3.10.12.5 All County electronic destination signs, programmers, and manual roller curtains.
  - 3.10.12.6 All vehicle security cameras and information boards.
  - 3.10.12.7 Two spare air-conditioning compressors for each type of unit provided in the assigned transit fleet.
  - 3.10.12.8 One spare alternator for each different capacity alternator provided in the assigned transit fleet.
  - 3.10.12.9 All County supplied vehicle maintenance tools and equipment.
- 3.10.13 The inventories cited in 3.10.12 above shall be maintained by the Contractor throughout the Contract period in automated or manual form. Upon receipt of an initial written list of equipment and/or transit revenue vehicles to be

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maintained, the Contractor must be able to produce an accurate and up-to-date inventory anytime at the County's request, which details status, condition, location and disposition of items, vehicles or equipment on said inventories. Contractor-supplied spare parts (Section 3.10.12.7 and 3.10.12.8) inventory shall remain the property of the Contractor upon completion of the terms of the Contract. The County may, at its discretion, choose to purchase said spare parts at a mutually agreed upon fair market price. In addition to the inventory required above, the Contractor shall arrange through their own resources or through outside vendors and shall provide, during Phase I, written guarantee to the County of their ability to deliver within seven calendar days, transmissions and/or engines for each type of transit revenue vehicle supplied by the County. The name and location of the vendor is to be included.

- 3.10.14 The Contractor shall be responsible for providing any and all labor and installing any and all parts necessary for the proper maintenance and servicing of all assigned transit revenue vehicles and ancillary equipment used in the provision of services detailed in this RFP. The Contractor will be solely responsible for the storage, security and inventory of parts and equipment necessary to meet this provision. Only original equipment manufacturer (OEM) parts and supplies may be used unless the Contractor submits a written request to the County, with all relevant documentation, for a specific case-by-case waiver from this requirement and is granted that request by the County. As a result of any required transit revenue vehicle or ancillary equipment repairs, the Contractor shall ensure that all reassembly tasks are performed in such a manner that the vehicle or equipment remains in the same OEM configuration as it was received or allowed to be modified by the OEM. This includes, but is not limited to the wiring configuration and clamping, power train components, and body assembly. No variation or modifications to the transit revenue vehicles systems will be allowed without written authorization from the County.
- 3.10.15 The Contractor's failure to provide any maintenance work, or any reason, as specified throughout Section 3.10, will grant the right to the County to have any and all repairs performed by a company of the County's choosing and subsequently invoice the Contractor for the cost of repairs and a five percent administrative fee. This amount will be deducted from current monies owed to the Contractor or the Contractor may pay the repair costs directly.
- 3.10.16 The Contractor's failure to provide any of the maintenance reports, schedules, and information required throughout Section 3.10 will grant the County the right to secure and/or provide any such information using County forces and/or outside vendor.



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- 3.10.17 The Contractor's failure to perform maintenance and/or repairs on assigned transit revenue vehicles and ancillary equipment, provide and adhere to an annual PM Program, and provide record-keeping of such maintenance/repairs as specified in Section 3.10 shall be cause for the County's assessment of liquidated damages to the Contractor (See Section 3.18) as provided for in this RFP.

### 3.11 WORK PROGRAM ROUTES AND SCHEDULES

- 3.11.1 Thirty (30) calendar days prior to the start of each phase and annually thereafter (July 1 of each Fiscal Year) or 30 calendar days prior to any service changes or service starts, the County shall provide the Contractor with the current schedules, stop listings, headway sheets, route descriptions, and other information of *TheBus* services that the Contractor is to operate or provide under this Contract. Current route information and changes thereto, hereinafter to be collectively referred to as Schedule of Operations (SO), will be incorporated into and recognized as part of this Contract as Attachment 7.
- 3.11.2 During each phase, prior to the start of any new route or revisions to any existing routes, and at least annually thereafter, the Contractor shall meet with the County to review the final Schedule of Operations to be used to operate assigned *TheBus* services. In addition to providing the service information necessary for the Contractor to operate *TheBus*, the Schedule of Operations will detail the revenue service hours upon which the Contractor will base their requests for billings. The County may, as provided for in Section 3.25 of this Contract, require that revenue service hours be increased or decreased. Provided that the amount of revenue service hours to be added or deleted meets the provisions of Section 3.25 of this Contract, the Contractor will be required to operate the revised revenue service hours at the agreed rate for that fiscal year.
- 3.11.3 The Contractor shall be solely responsible for scheduling all driver assignments and assigned transit revenue vehicles necessary to properly operate *TheBus*. The Contractor shall assist the County, as requested, in route development for *TheBus* and shall recommend, on an as-needed and monthly basis, route and schedule changes as necessary for the proper operation of *TheBus*.
- 3.11.4 The Contractor shall be responsible for maintaining *TheBus* services according to the Schedule of Operations as supplied to them by the County. The Schedule of Operations will include the use of strategic vehicles on a daily basis to maintain service. The provision of revenue service hours of bus

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service by the Contractor to maintain the service standards itemized in Section 3.18 shall be compensated for as provided in Section 3.26 of this RFP.

- 3.11.5 The Contractor shall be responsible for providing, at their expense, leased and/or rental buses to ensure scheduled daily revenue services as defined in the Schedule of Operations are operated. This provision of the Contract shall apply whenever the Contractor has an adequate supply of revenue service vehicles as provided for in Section 3.8 but sufficient revenue service vehicles are not available due to the Contractor's inability to meet the terms and conditions of Section 3.10. The Contractor shall explain how they will satisfy this requirement in their response to the RFP and will submit a vehicle leasing/rental plan as part of their Phase I Tasks.

#### **3.12 WORK PROGRAM STANDARD OPERATING PROCEDURES AND THE BUS SERVICES OPERATION**

- 3.12.1 During this RFP process, the County shall make available to interested bidders, a copy of the current Prince George's County *TheBus* Service Manual containing County required policies as well as companion attachments (See Section VIII, Attachments). As noted throughout this RFP, the successful Contractor shall be required to submit their policies and procedures as part of their proposal during Phase I for County approval complying with the requirements of this RFP and *TheBus* Service Manual. The successful Contractor shall then maintain and supply to all of its employees, in such detail and training as approved by the County, the approved policies and procedures detailing the Contractor's operations. From time to time over the life of the Contract, the County may initiate and institute policies and procedures, which affect the Contractor's operations. Should such changes occur, the Contractor shall be given ten calendar days' written notice to adjust their policies and procedures and implement the County's new policy or procedure.
- 3.12.2 The successful Contractor shall ensure that all assigned transit revenue vehicles shall at all times operable in compliance with all applicable laws, rules, regulations and codes governing the operation of vehicles of public conveyance under the laws of the County's service areas, municipalities therein, and those of the State of Maryland, the Washington Metropolitan Area Transit Commission (WMATC) and the United States. The Contractor shall obtain and maintain originals or copies as appropriate, all permits, registrations, and licenses necessary in order to operate each assigned transit revenue vehicle and ancillary equipment under all such applicable laws, rules, regulations, and codes.

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- 3.12.3 At all times, the Contractor shall be responsible for providing a set of uniforms to each supervisor, mechanic, utility worker and driver of *TheBus* to be worn by Contractor personnel whenever on duty. The Contractor shall ensure that all their *TheBus* personnel, including probationary and trainee employees are in uniform when on duty. The County shall review and approve the uniforms provided and any changes to them. In addition, a detailed appearance and behavior code shall be developed by the Contractor and approved by the County which includes disciplinary actions for infractions.
- 3.12.4 As part of the proposal, the Contractor shall submit for County review and approval, a comprehensive Safety Program addressing all aspects of *TheBus* operations and service. As part of this program, an accident/incident procedure shall be developed by the Contractor and approved by the County. This procedure shall define accident/incidents and procedures for handling them. In all personal incident cases, the County must be notified immediately. In all other incident/accident situations, the Contractor shall notify the County of same within three hours of occurrence with a full incident/accident report due to the County within 24 hours of occurrence. **The Prince George's County Police must be called to the scene of any accident.** All vehicles and staff must remain at the scene until released by a County staff. Contractor supervisory and/or management staff shall always respond to the scene of an accident/incident to resolve same, ensure public safety, and resume normal operations ASAP. The Contractor's staff shall never discuss the mechanical condition of equipment or fault for accidents with persons other than the Contractor or designated County officials as defined in the accident/incident procedure.
- 3.12.5 Unless expressly authorized in writing by the County, the Contractor shall make no use of any assigned transit revenue vehicle other than in connection with those *TheBus* services required to be performed by the Contractor as part of this RFP. Throughout the term of the Contract, the County will periodically need assigned transit revenue vehicles for County sponsored special trip purposes. Except in emergency situations, the County will always supply the Contractor with a minimum of one calendar day advance notice prior to utilizing any assigned transit revenue vehicles for this purpose. The County will work with the Contractor to ensure no service disruptions occur due to utilization of assigned transit revenue vehicles for this purpose, and the Contractor and the County will meet during Phase I to develop procedures for this purpose and emergencies. During times of declared local, state, region, or national emergencies, the Contractor may and will be required to provide emergency operations which can require a temporary change in normal services. The Contractor and their employees will be required to provide said services and will be compensated for same as provided for in this RFP.

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- 3.12.6 No employee of the Contractor operating *TheBus* revenue service vehicles shall deviate from the established routes and schedules as contained in the current Schedule of Operations, except in the case of emergency street closures where emergency street closure is defined as road or street closures of any kind where the Contractor did not receive prior notice from the County. In these cases, the Contractor will be authorized to reroute any affected *TheBus* services so as to minimize service disruptions without securing prior County approval. In all other cases, the Contractor will need the prior approval of the County in order to initiate a deviation from the established Schedule of Operations for *TheBus* services. County authorized deviations or emergency route deviations shall not be used in calculating the Contractor's compliance with the applicable service standards of Section 3.18 of this RFP.
- 3.12.7 Contractor drivers and employees observed by the County, other enforcement agencies, or Contractor personnel to be speeding, violating traffic control devices (red lights), or driving recklessly in *TheBus* transit revenue vehicles shall be subject to appropriate discipline as proposed by the Contractor and payment of assessed fines and/or fees. The Contractor shall establish procedures for imposing said discipline. Should a Contractor driver or employee, while operating *TheBus* be issued a citation by a law enforcement officer or agency resulting in a fine, this fine shall be paid and resolved immediately and may be in addition to any Contractor imposed disciplinary action. In addition, the Contractor will be required to pay any relevant fines in the event that a Contractor employee fails to or refuses to do so within the time frames stipulated by the assessing agency.
- 3.12.8 Under this RFP, the Contractor shall be responsible for ensuring full compliance with regulations as required by the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA), and the Maryland Department of Transportation (MDOT) regarding drug and alcohol testing for safety sensitive employees and will be required to provide a Substance Abuse Policy and certification of such compliance to the County and any other agencies as required by law. The Contractor is responsible for any and all drug and/or alcohol testing and resulting discipline and/or employee counseling imposed as a result of positive employee test results. The Contractor must submit a copy of their Substance Abuse Policy to the County during Phase I and of changes that occur thereafter. Contractor's failure to provide annual certification of compliance with regulations may result in the assessment of liquidated damages.
- 3.12.9 The Contractor will maintain, adjust, and revise destination sign readings on assigned transit revenue vehicles as directed by the County or as required for

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the provision of efficient and effective *TheBus* services. The County will provide the Contractor with a listing of destination sign route and service headings as part of the Schedule of Operations. The Contractor will be responsible for programming and coding all designations and/or service headings. Additionally, the Contractor must maintain, at all times during the Contract, professionally produced window placards that will be placed in the windshield and side windows of transit revenue vehicles which lack operable destination signs and/or roller curtains. Window placards shall note route designations as provided and approved by the County.

- 3.12.10 The Contractor shall fuel transit revenue vehicles at County fuel facilities. The County will provide appropriate identification codes and fueling procedures at time of contract award. The Contractor must build appropriate time and mileage into their operating routine to ensure daily fueling can be accomplished. Current County fuel sites will be transmitted to the Contractor annually (on or before July 1 of each fiscal year) or as changes occur. The Contractor will not be allowed to fuel Contractor utility and service vehicles which are dedicated to and used for *TheBus* services at County fuel facilities. The Contractor is solely responsible for fueling any Contractor utility and service vehicles. During Phase I, the Contractor will propose, for County approval, appropriate control measures and procedures for all fueling purposes. Contractor shall not be charged for fuel except in cases of accidental loss, negligence, theft or abuse by Contractor employees. In the event of a system-wide failure of the County fuel facilities, the Contractor must make provision for the fueling of *TheBus* fleet through private vendors/resources.

### **3.13 WORK PROGRAM MARKETING AND CUSTOMER SERVICE**

- 3.13.1 The Contractor, subject to County review and approval, shall be responsible for implementing an integrated Marketing Program for *TheBus*. The Marketing Program shall stress the following themes which may be modified at the County's discretion:
- 3.13.1.1 *TheBus* is a neighborhood/community oriented bus service.
  - 3.13.1.2 *TheBus* is a responsive and progressive bus service.
  - 3.13.1.3 *TheBus* provides a vital transportation and community revitalization service.
  - 3.13.1.4 *TheBus* welcomes community input and support.

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- 3.13.1.5 *TheBus* is a County provided bus service.
- 3.13.1.6 *TheBus* enhances and promotes the "Livable Communities" initiative, citizen recognition and system identification.
- 3.13.2 In implementing the Marketing Plan, the Contractor shall, at a minimum, be prepared to provide the following services and/or products.
  - 3.13.2.1 Design, production, and distribution of all *TheBus* print and electronic public notices, public announcements, community/route notices, and community/route newsletters.
  - 3.13.2.2 Design, production, and distribution of a complete array of schedule/timetable material which shall consist of individual route schedules, maps and timetables; area/community route maps and service information; and system wide route maps and service information.
  - 3.13.2.3 All *TheBus* print media shall be unified with an integrated design and layout which incorporates the *TheBus*' color scheme and logos.
  - 3.13.2.4 Design, production, procurement, and distribution of promotional give away items and special ridership incentive efforts.
  - 3.13.2.5 Conducting customer need, satisfaction, and ridership surveys at least twice a year.
- 3.13.3 Marketing materials provided by the Contractor shall have a designated turnaround time with a mock-up draft due within ten calendar days of County's request and the finished product ready for print or release within 15 calendar days of County approval. All marketing materials are to include Prince George's County's Department of Public Works and Transportation logo, the County Seal, and the name/signature of the County Executive. The Contractor shall provide marketing staff as deemed necessary and sufficient by the Contractor to accomplish and implement the marketing program. The County shall retain complete editorial control and ownership of all marketing materials which must be submitted by the Contractor for review and approval by the County.
- 3.13.4 The successful Contractor shall itemize the costs of their proposed Marketing Plan to the County annually. The Marketing Plan shall be submitted to match the County's budget cycle or as otherwise directed by the County. The County



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shall determine which aspects of the Marketing Plan required under this section and their corresponding costs to include in *TheBus*' annual budget. Contractor costs incurred for implementing the County approved Marketing Plan shall be billed to the County on a separate itemized monthly invoice.

- 3.13.5 The Contractor at their expense, shall staff a toll free (local), public access telephone customer information service in order to provide detailed route, schedule, and fare information during Phase II. The Contractor shall be prepared to staff at least two telephone lines with a minimum 12 caller stacking capability and no more than two minute wait per caller during Phase II. At a minimum, this service shall be provided by a person(s) between the hours of 6:00 a.m. and 8:00 p.m. on weekdays. No recordings shall be used during these hours. On weekends and from 8:00 p.m. to 6:00 a.m. weekdays, the Contractor will provide recorded phone messaging capable of accepting caller messages. Should the County initiate weekend or later evening service hours beyond those listed here, the Contractor shall be prepared to staff the telephone customer information service during all operating hours at their expense. During Phase II, the Contractor shall be responsible for advertising the telephone information service in the Bell Atlantic Telephone Company directory and in at least three other trade and/or public information services as directed by the County, said costs to be paid by the Contractor.
- 3.13.6 The County will provide internal and external public *TheBus* phone lines during Phases I and II. The County shall be responsible for telephone information service installation, upkeep, maintenance, and all associated costs during Phases I and II. The County will also maintain a separate TDD/TTY telephone line/number to enable communications with individuals with hearing disabilities during all phases and computer modem lines connecting Contractor and County facilities and/or computers. Contractor shall be responsible and pay for all phone lines needed and communications made with their corporate and/or regional area headquarters. Contractor must provide manned presence and response on County provided internal and external phone lines during all hours of *TheBus* operation for Phase I and II and will have a recording capability and process for the leaving or taking of messages during non-operating hours.
- 3.13.7 The Contractor will be required to provide wireless (cell) phone service and phones for all contractor management, supervisory, and foreman staff assigned to *TheBus*. Management staff includes corporate officials of the firm submitting a response to this RFP. The Contractor will submit, as part of the response to this RFP, their proposed carrier and cell phone service provider, identifying provider capabilities, network, and utilizing staff. As part of Phase I deliverables, the Contractor will provide the cell phones and service as

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proposed and approved in the RFP process. The Contractor will provide and maintain the approved cell phone service and network at all times under Phase II, identifying and updating contract information to the County as staff changes occur.

- 3.13.8 The Contractor shall, upon request of the County, attend citizen meetings to provide information on the *TheBus*. The Contractor or their staff shall not initiate contact with or discuss with any news media *TheBus* services, the County or County transportation policy or services without the direct prior approval of the County. The Contractor, upon request of the County, shall attend and staff all ceremonies and special events required as part of *TheBus* activities.
- 3.13.9 As part of the proposal, the Contractor shall provide to the County for its approval, a ~~Customer Service Policy~~ detailing Contractor's policies and procedures for ensuring compliance, including phone scripts and customer service representative message and dialog guidance and procedures. The Contractor's Customer Service Policy shall also detail their full complaint process, including intake, logging and tracking, investigation, audit, response and transmittal of records to the County. All complaints must be logged, investigated and responded to within seven calendar days of Contractor receipt. The Contractor shall then maintain and update, as needed or directed by the County, the approved Customer Service Policy during Phase II.
- 3.13.10 The Customer Service Policy shall be designed to provide first class service to our customers, to adequately address customer expectations and requirements, and to maximize customer satisfaction.
- 3.13.11 The Contractor shall caution drivers and road supervisors to cooperate and comply with requests by the County to distribute notices, schedules, surveys, or other promotional materials to passengers in conjunction with operation of the *TheBus* or any other requested County services or activities.
- 3.13.12 Only those advertisements, posters, cards, or signs determined acceptable by the County should be allowed inside and outside the assigned transit revenue vehicles. The Contractor shall not engage in *TheBus* marketing activities without the permission of the County and shall check for and remove on a daily basis, unauthorized or outdated postings and materials.
- 3.13.13 The Contractor shall place and maintain interior and exterior advertisements on assigned transit revenue vehicles and in other facilities, at the discretion of the County. On a daily basis, the Contractor shall document and the Contractor's drivers and supervisors shall ensure that each assigned transit revenue vehicle

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is equipped with an adequate number of timetables, maps, and other marketing instruments for the *TheBus* routes operated on by the assigned transit revenue vehicle.

- 3.13.14 If a passenger wishes to express a request or complaint to a Contractor employee, driver, or road supervisor, the driver or road supervisor shall provide to the passenger a form which can be completed by the passenger and returned to the driver, road supervisor or any principal office of the County, or relayed to the County by telephone. All requests or complaints so received shall be investigated and responded to by the Contractor within seven calendar days of the Contractor's receipt of the complaint or incident report. A copy of any complaint or incident report forms returned to drivers or road supervisors or turned into the Contractor shall be forwarded to the County on a weekly basis with a copy of the Contractor's response being provided to the County upon completion of the Contractor's investigation.
- 3.13.15 The Contractor shall ensure that all employees including drivers and road supervisors exhibit the utmost courtesy to passengers and the public and will provide staff training and procedures to ensure same. Contractor personnel must promptly give name and identification number when asked by any citizen or County personnel.
- 3.13.16 The Contractor shall ensure that all drivers and road supervisors have an accurate knowledge of the *TheBus* services, schedules, and routes on which they operate along with the stops and the principal points of interest along the route. All Contractor drivers shall be trained to make announcements on same in accordance with the provisions of the Americans with Disabilities Act.
- 3.13.17 The Contractor shall be prepared, upon request of the County, to assist in the production and distribution of County prepared print and electronic press releases and press kits.
- 3.13.18 The Contractor will be required to comply with all provisions of Sections 3.13.5 to 3.13.17, inclusive, as modified and further defined in the approved Customer Service Policy. All costs associated with Contractor compliance with Sections 3.13.5 to 3.13.17, inclusive, shall be incorporated as part of the Contractor's hourly rate.

### 3.14 WORK PROGRAM REVENUE COLLECTION AND CASH HANDLING

- 3.14.1 The Contractor shall be responsible for all revenue collection, counting, and deposits for *TheBus*. All revenues generated by *TheBus* shall remain the

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property of the County. During Phase I, the Contractor shall review and edit existing Revenue Collection and Cash Handling Procedures for County approval. Upon County approval, Contractor shall implement and maintain said procedures at all times during Phase II.

- 3.14.2 The standard farebox revenue collection procedures for the Contractor shall contain the following procedures, as a minimum:
- 3.14.2.1 The Contractor shall empty all cash or vault boxes from the fareboxes on each assigned transit revenue vehicle into a revenue collection vault located within the transit facility. Cash or vault boxes are to be removed any time an assigned transit revenue vehicle ceases revenue service for the day.
  - 3.14.2.2 The Contractor shall collect and count the *TheBus* revenues or have a contractual arrangement with an armored car service to collect and count the revenues from the revenue collection vault once a day, Monday through Friday. Under either arrangement, procedures shall be established by the Contractor (for County approval) and submitted as part of the proposal which detail the collection and counting procedure with special emphasis on security and audit of the revenues.
  - 3.14.2.3 The Contractor or armored car service shall deposit *TheBus* farebox revenues once a day, Monday through Friday, at a bank specified by Prince George's County in a designated County account.
  - 3.14.2.4 Daily tracking, counting, and deposit/storage of fare media used and available for use.
  - 3.14.2.5 The Contractor will be required to have manager level staff present at all times when cash/vault boxes are emptied and *TheBus* revenues are counted.
- 3.14.3 The Contractor shall at all times maintain proper and rigorous inventory control, access to, and security of the assigned fareboxes and associated revenue collection equipment; shall be responsible for providing security of *TheBus* revenues at the transit facility; and shall be responsible for maintaining the integrity of the revenue collection counting and deposit processes. The revenue security measures employed by the Contractor must conform to sound, transit-industry accepted farebox revenue security measures. The Contractor shall be responsible for the loss of any *TheBus* revenues or

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fare media due to theft, oversight, or loss. Upon verification of any such loss by the County, where verification shall mean completion of a Prince George's County Police or DPW&T theft, loss, collection, or variance report, the amount of any such loss shall be deducted from the Contractor's next monthly payment or may be paid directly from the Contractor to the County.

- 3.14.4 The Contractor shall maintain a detailed record-keeping system, which accounts for and audits fare receipts and fare media and which meets specifications jointly developed by the Contractor and County during Phase I. The Contractor shall provide the County with each deposit summary by vault or cashbox of fares collected, all registering farebox tapes and reports, and all armored car and bank deposit slips prepared on a daily basis and shall transmit all this information and/or data to the County by close of business Tuesday following the end of the prior week. The Contractor shall also maintain complete and accurate records of any farebox malfunction or incident involving *TheBus* fare or revenue equipment or procedures.
- 3.14.5 *TheBus* fare instruments, which may include tickets, transfers, tokens, passes, commuter cards, or other non-cash fare substitutes, shall be distributed by the County to the Contractor. The Contractor will utilize such fare media as if they were cash and will audit and account for same as provided for in this section.
- 3.14.6 The County reserves the right, at all times under this RFP, to observe, count, or perform audit tests which the County considers appropriate to determine the security and accuracy of the Contractor's *TheBus* fare collection counts, records, procedures, and equipment for the *TheBus*.
- 3.14.7 Contractor drivers or other authorized personnel will collect from all *TheBus* passengers on each assigned transit revenue vehicle, the amount of fare or fare instrument determined in accordance with the specifications and the Schedule of Operations supplied by the County in writing to the Contractor. All *TheBus* fares collected shall be the property of the County and shall be deposited by passengers immediately upon boarding the assigned transit revenue vehicle in the fareboxes provided. Drivers shall not make change for passengers nor directly handle cash or fare instruments between the passenger and farebox (except transfers). Contractor shall randomly audit driver's fare collection and count at such frequency as determined by the County's approval of the Contractor's Revenue and Cash Handling Procedures.
- 3.14.8 The Contractor shall be responsible for the loss of any *TheBus* revenues or fare media due to Contractor failure to properly charge for any fare, farebox failure, miscounting, improper deposits, and/or farebox variances above

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acceptable levels. Upon verification of such loss by the County, the amount of such loss shall be deducted from the Contractor's next monthly payment or may be paid directly from the Contractor to the County.

#### **3.15 WORK PROGRAM EMERGENCY AND SPECIALIZED TRANSPORTATION**

- 3.15.1 All of the assigned transit revenue vehicles provided by the County under this RFP shall be wheelchair lift equipped and fully accessible in accordance with the Americans with Disabilities Act (ADA). As a minimum, the Contractor will be required to fully train all drivers in the proper use of the specialized equipment on the assigned transit revenue vehicles, in dealing with disabled patrons, and in making stop announcements. The Contractor will be required to provide their ADA training program to the County for approval and will document their ADA driver training efforts. The Contractor is required to cycle all wheelchair lifts daily and shall inspect and repair all wheelchair lifts on a daily basis. The Contractor shall provide a copy of their ADA compliance procedures as part of the proposal. Final County review and approval will be provided during Phase I.
- 3.15.2 The County maintains a variety of Emergency and Specialized Operating Procedures for *TheBus*. These procedures are provided to the Contractor as part of this RFP (See Section VII, Attachments, *TheBus* Service Manual, Policy Numbers 7, 8, and 9). The Contractor will be required to incorporate information on all of these *TheBus* policies into its telephone information service (See Specifications 3.13), and the Contractor must develop procedures for implementing these policies over the course of Phase II.
- 3.15.3 In the event of a declared emergency requiring the use of the *TheBus* services, the Contractor shall deploy assigned revenue service vehicles in a manner described by an authorized representative of the County. In such cases, the County shall be obligated to compensate the Contractor as provided for in Section 3.26 for any revenue service hours of service which exceed the normal revenue service hours which would be provided during the period of declared emergency.
- 3.15.4 During Phase II, the Contractor shall also be prepared to add other specialized programs similar in nature to those specified in this section, including service during normal revenue service hours, evenings, and weekends. *TheBus* service levels may or may not result in a net increase in the number of revenue service hours provided by the Contractor for this purpose. Should they do so, then the Contractor will be compensated as provided for in Sections 3.25 and 3.26 of this RFP.

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- 3.15.5 The Contractor, as a recipient of County funds, who agrees to perform any and all work and furnish any and all goods under this RFP, shall not discriminate against any worker, employee, or applicant, or any member of the public because of religion, race, sex, age, physical or mental disability, or perceived disability. Discriminatory practices based upon the foregoing are declared to be contrary to the public policy of the County. The Contractor agrees to be in full compliance with the Federal mandates of the Americans with Disabilities Act. The Contractor further agrees that this article will be incorporated by the Contractor in all Contracts entered into with suppliers of materials or services; and other contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor services in connection with this RFP. This clause shall supersede No. 12 of General Conditions and Instructions to Bidders and Proposers which is attached hereto and made a part of this RFP.

#### 3.16 WORK PROGRAM PERSONNEL MANAGEMENT

- 3.16.1 The Contractor shall be responsible for the day-to-day management, operation and maintenance of the assigned **TheBus** services under this RFP. All personnel associated with the management, operation and maintenance of **TheBus** shall be employed by the Contractor or a subcontractor to the Contractor. The Contractor, in performing the **TheBus** services herein described, shall act as an independent contractor having direct and sole responsibility for all work being performed and associated transit personnel performing work under this RFP. The Contractor shall be solely responsible for establishing the wages, benefits, work rules, etc. of employees working for them or subcontractors on the **TheBus** services (See Appendix A-2).

Employees of the Contractor or their subcontractors shall not be considered as employees of the County and shall not be entitled to participate in any wage or benefit package provided by the County to County employees.

- 3.16.2 The Contractor shall manage the day-to-day operations of **TheBus** using sound management practices. Key managers assigned to **TheBus** (including at a minimum General Manager, Assistant General Managers, Safety Manager, Maintenance Manager, and Assistant Maintenance Manager) shall be identified by the Contractor and shall be experienced in all appropriate aspects of public transit operations. Persons serving in such management positions for the Contractor shall require prior approval by the County and while on duty for **TheBus** shall not perform any other duties for the Contractor, being solely dedicated to the management of **TheBus**. Contractors shall submit an organizational chart with their proposals.



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- 3.16.3 The Contractor shall at the request of the County remove from the *TheBus* services any key manager(s) or other supervisory staff assigned to perform work in this RFP, if, in the County's sole determination, said key manager(s) or other supervisory staff fail to perform their responsibilities in a professional or proper manner.
- 3.16.4 All other transit personnel assigned by the Contractor to work on *TheBus* shall be solely dedicated to *TheBus* unless otherwise authorized, in writing, by the County. Contractors shall notify the County in writing and at least 30 calendar days prior to being effected, of any proposed sharing of personnel between *TheBus* and other Contractor provided operations. The Contractor shall not, absent prior written notice to and consent by the County, remove or reassign any key management personnel identified in its proposal at any time prior to or after execution of the Contract.
- 3.16.5 The Contractor shall review, update and provide in such detail as necessary, standard operating procedures that detail how the Contractor will comply with the County's Service Manual for *TheBus*. These standard operating procedures will document all Contractor operating procedures necessary to ensure operations are conducted in accordance with County policies, including, but not limited to transit revenue vehicle operations, radio, security camera, and AVL procedures, vehicle assignments, farebox procedures, driver conduct, safety, public relations, dispatch procedures, security, accidents, record-keeping, garage and emergency procedures and inclement weather operations. The County's *TheBus* Service Manual will be provided to all key managers and supervisory personnel of the Contractor assigned to *TheBus*. From time to time, all Contractor personnel may be required to attend County sponsored training classes so long as such training can be scheduled and does not interfere with the provision of assigned *TheBus* services. Contractor shall provide the County written copies of any changes to their SOP within ten calendar days of the proposed changes.
- 3.16.6 The Contractor shall provide as part of the proposal, and updated annually thereafter in Phase II, a Driver Training and Retention Program which shall meet generally accepted transit driver training standards and will include National Safety Council's defensive driving instruction. Contractor driver training shall also include operations and service training including, but not limited to, such areas as routes, schedules, hours of operation, accident and emergency procedures, stop and boarding procedures, work rules, employee pay and benefits, discipline, fare structure and transfer arrangements and pre and post vehicle inspections. All new drivers shall receive a minimum of 40 hours of training before being allowed to operate alone. Contractor driver training shall also include passenger relations and elderly/disabled sensitivity

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training and wheelchair lift use and patron securement training and shall be in full compliance with the Americans with Disabilities Act (ADA). The Contractor shall also conduct an annual and post accident driver refresher training session. All Contractor staff who operates assigned transit revenue vehicles in *TheBus* service will receive a Driver's Manual, which shall detail all policies and procedures a driver will need to know to operate a transit revenue vehicle for *TheBus*. The Contractor's Driver's Manual and Driver Training and Retention Program shall be subject to County review and all training must be documented.

- 3.16.7 All Contractor drivers assigned to *TheBus* must be able to read, write, and speak English. At the request of the County, the Contractor shall remove any driver from assigned *TheBus* services as deemed appropriate by the County. All Contractor and/or subcontractor employees working for *TheBus* are considered critical and essential personnel who will be required to work during declared weather and/or other emergencies. All Contractor and subcontractor personnel working for *TheBus* shall be hired with this condition.
- 3.16.8 The Contractor shall employ as drivers, mechanics, utility workers and street supervisors only those persons who are at all times during their employment legally licensed to operate the type of transit revenue vehicles utilized in *TheBus* service. All Contractor staff that operate assigned transit revenue vehicles for *TheBus* must have a valid commercial driver's license (CDL) with appropriate endorsements. The Contractor shall supply twice yearly (January and July), a listing of all staff required to have a CDL with their corresponding license copies to the County.
- 3.16.9 During the bid process and Phases I and II thereafter, the Contractor will be required to specify the approximate number of staff (by type) it will employ to operate *TheBus* and will provide a detailed Table of Organization (TO). During Phases I and II, whenever staffing changes occur, the Contractor will specify the actual number of employees utilized and will provide a TO by classification (and phone number as appropriate). Manning levels will be at the Contractor's discretion so long as *TheBus* services are operated safely, efficiently and in accordance with the performance specifications contained in this RFP and the required manning levels detailed below. The Contractor shall supply to the County a job description for each class of employees it employs and shall update and/or revise said job descriptions as changes occur. In addition to ensuring sufficient driving staff are available to operate the assigned *TheBus* services, the Contractor shall be responsible for providing sufficiently trained and knowledgeable staff to ensure the following functions, by position, are performed reliably and efficiently. At a minimum, the Contract must provide the following positions and manning levels:

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- 3.16.9.1 General Manager – one
- 3.16.9.2 Assistant General Manager(s) - one per shift
- 3.16.9.3 Operations Manager and/or Assistant Operation(s) Manager - one per shift (this position may be combined with the Assistant General Manager)
- 3.16.9.4 Maintenance Manager and/or Assistant Maintenance Manager(s) - one per shift
- 3.16.9.5 Street Supervisor(s) - one for every five bus routes per shift
- 3.16.9.6 Maintenance Crew Chief(s) - one per shift
- 3.16.9.7 Mechanic(s) (per shift)
- 3.16.9.8 Revenue Counter(s)/Handler(s)
- 3.16.9.9 Marketing Specialist(s)
- 3.16.9.10 Safety Officer(s) - one during all operating hours
- 3.16.9.11 Trainer(s)
- 3.16.9.12 Customer Service/Phone Information Operator(s) all hours of operation
- 3.16.9.13 IT Manager
- 3.16.9.14 Computer/Data Input Specialist(s)
- 3.16.9.15 Dispatcher(s) -- Three dispatchers per shift -- two will be located in the Prince George's County's Traffic Response and Information Partnership (TRIP) center and one shall be located at the Transit Operations Center
- 3.16.9.16 Transit Vehicle Cleaner(s)/Handler(s)
- 3.16.9.17 Parts Foreman
- 3.16.9.18 Service Writer(s)/Parts Room Attendant(s)

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- 3.16.9.19 Office Manager
  - 3.16.9.20 Accountant(s)/Book-Keeper(s)
  - 3.16.9.21 Clerical/Receptionist(s)
  - 3.16.9.22 Extra Board -- Extra board is required and shall be proportionate to the daily anticipated and unanticipated absentees and vacancies and should be adjusted on a quarterly basis.
- 3.16.10 The Contractor shall designate a General Manager with designated hours, Maintenance Manager, Assistant General Manager(s), and Assistant Maintenance Manager(s) who shall oversee the proper operation of assigned **TheBus** services, upon approval by the County. There shall be General Manager and/or Assistant General Manager and/or Operations Manager at the facility during all hours that the Contractor has staff in the facility. A violation of the requirement to have a General Manager or Assistant General Manager or Operations Manager at the facility during all service revenue hours may result in the assessment of liquidated damages. A Maintenance Manager and/or Assistant Maintenance Manager shall be present at all times that the Contractor has maintenance staff working at the facility. All staff designated above shall be assigned hours of work, provided to the County. Due to the critical role occupied by these positions, it is required that these persons be identified and that a detailed resume be provided as part of the Contractor's bid and at any phase of this RFP should the incumbents change. The County reserves the right to request the removal of these Managers from assignment to **TheBus** at its discretion during any phase. Once approved by the County, the Contractor's designated General Manager and/or Assistant General Manager(s) and Maintenance Manager and/or Assistant Maintenance Manager(s) must remain with this project/Contract for at least six months. However, this requirement will be waived in the case of death, severe injury, resignation, at the request of County for removal from this project, or termination from the Contractor's employment of the affected employee.
- 3.16.11 At the time of hire for **TheBus** and at least once every other year thereafter and whenever deemed necessary by the Contractor, the Contractor shall require that each employee who operates commercial vehicles as a regular job requirement under this RFP, submit to a physical examination conducted by a physician chosen by the Contractor. Physical examinations shall be conducted pursuant to the U.S. Department of Transportation Federal Highway Administration and the Federal Transit Administration rules covering physical qualifications and examinations for motor vehicle drivers. Successful

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completion of physical examinations shall be a condition for operating assigned transit revenue vehicles under this RFP. Contractor procedures for complying with this section shall be incorporated into their Substance Abuse Policy (See Section 3.12).

- 3.16.12 As a condition of this RFP, the Contractor shall be prepared to hire "in place" and at the current salary and/or wage scale, all existing contractor employees engaged in providing *TheBus* services at the time of bid and through Phase I. The Contractor shall also be prepared to accept and honor all existing terms and conditions of the existing Contract between the Local #639 of the Teamsters and incumbent vendor dated July 27, 2007 (term of agreement July 1, 2007 to June 30, 2010), subject to terms of assignability and applicable State and Federal Laws.
- 3.16.13 As part of the proposal, and updated annually thereafter in Phase II, the Contractor shall provide to the County for its approval, a Contractor Strike Plan which shall detail the Contractor's plans and actions that it will take to maintain *TheBus* service in the event of an employee work stoppage, strike, or job action.

### 3.17 WORK PROGRAM VEHICLE CLEANING

- 3.17.1 The Contractor shall be responsible for maintaining the cleanliness of all assigned transit revenue vehicles used in the provision of *TheBus* services in order to provide a positive public image and appearance. As part of their response to this RFP, the Contractor will describe their proposed Bus Cleaning Program and how they will comply with the terms of this section. During Phase I, the Contractor will submit for County approval, their Bus Cleaning Program. As part of this program, the Contractor will supply digital photos (by vehicle type) showing acceptable cleaning standards for the exterior and interior. The Bus Cleaning Program will also include a cleaning schedule meeting all requirements of this section along with cleaning forms.
- 3.17.2 Vehicle Exteriors: At a minimum, the exteriors of all buses used in revenue service shall be washed once daily with more frequent washing as necessary, particularly during periods of inclement weather. The Contractor shall hand wash all vehicle exteriors daily if the automated vehicle wash equipment fails or is unavailable. The exterior of each transit vehicle shall be kept clean from road dust, mud, tar, grime, and graffiti. The wheels, backs, fronts and sides must be cleaned daily prior to the vehicle going into service. All transit revenue vehicle exteriors shall be washed at least once weekly regardless of service use. The Contractor is responsible for removal of all graffiti from the exterior and interior of the vehicles as soon as it is found or as soon as it is

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practical at the end of the day or before it goes in service the next day. If the graffiti is offensive or vulgar and cannot be removed, that vehicle shall be taken out of service immediately. If graffiti is etched or scratched into the surface of the glass rather than paint, that piece of glass must be replaced as soon as possible. Replacement shall be no longer than one week unless parts are unavailable.

- 3.17.3 Vehicle Interiors: At a minimum, the interiors of all buses used in revenue service shall be swept, trash emptied, dusted and spot-mopped ~~daily~~. All bus interiors shall be fully mopped, windows cleaned, and driver's area cleaned weekly. All bus interiors shall be fully cleaned and detailed throughout monthly, including driver's area, dashboard, windows, ceiling, walls, seats, and all other interior areas. More frequent cleaning shall occur as necessary. All bus interiors shall be deep cleaned by a professional cleaning company at ~~least once a year~~. Additionally, the Contractor will be required to remove all noticeable trash, such as newspapers and litter from each vehicle after each pull-in.
- 3.17.4 Reports and Inspections: Transit revenue vehicles shall be inspected twice daily by Contractor supervisory personnel to ensure cleanliness and by County staff on a random basis. The Contractor shall maintain an on-going, daily, complete cleaning record for County review and shall immediately clean within one day, any transit revenue vehicle, if so requested by the County. A monthly report shall document the date and type of each daily, weekly, and monthly cleaning (interior and exterior) required above for each assigned vehicle, noting special work done (such as graffiti removal, etc.) County staff shall issue a cleaning citation to the Contractor for each vehicle inspected and found not to be cleaned.

### 3.18 WORK PROGRAM SERVICE AND PERFORMANCE STANDARDS

- 3.18.1 Cleanliness: The Contractor shall properly wash and clean assigned transit revenue vehicles used in *TheBus* service as follows:
- 3.18.1.1 one hundred percent (100%) of all buses used in revenue service are to be cleaned daily before being put into service
  - 3.18.1.2 one hundred percent (100%) of all bus exteriors on the property are to be washed weekly
  - 3.18.1.3 one hundred percent (100%) of all bus interiors on the property are to be washed weekly

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- 3.18.1.4 one hundred percent (100%) of all bus interiors are to be detailed cleaned monthly
- 3.18.1.5 one hundred percent (100%) of all bus interiors are to be deep cleaned twice a year

During Phase I, the Contractor shall develop a bus cleaning monitoring program, to be approved by the County, complying with Section 3.17. This monitoring program shall be composed of pre and post revenue service inspections, augmented by vendor receipts, and random and scheduled inspections.

- 3.18.2 HVAC: The Contractor shall adhere to published manufacturer service and maintenance guidelines to maintain properly operating air conditioning and heating systems on all assigned transit revenue vehicles used in *TheBus* service. At a minimum, heating systems shall be operable between October 1 and April 30 and air conditioning systems shall be operable between May 1 and September 30. Properly operating, as used herein, is defined as a functioning system capable of maintaining an interior ambient temperature of between 70°F to 80°F at all times when the transit vehicle is in revenue service. One hundred percent (100%) of all vehicles in revenue service shall have properly operating heating systems air conditioning systems on a daily basis. No assigned transit revenue vehicle shall be operated in revenue service without properly functioning heating or air conditioning systems. During Phase I, the Contractor shall develop a monitoring program, to be approved by the County, composed of pre- and post revenue service inspections augmented by random ride checks or inspections.
- 3.18.3 Destination Signs/Roller Curtains: The Contractor shall maintain properly operating electronic destination signs or manual roller curtains on all assigned transit revenue vehicles used in *TheBus* service. One hundred percent (100%) of all vehicles in revenue service shall have properly operating destination signs or roller curtains on a daily basis. Properly operating shall be defined as capable of displaying all alphanumeric characters and destinations as supplied by the County including special messaging. Both the front and side electronic signs are to operate in unison with all current and/or updated destinations displayed as appropriate. No assigned transit revenue vehicle shall be operated in revenue service without properly functioning electronic destination signs. During Phase I, the Contractor shall develop a monitoring program, to be approved by the County, composed of pre and post revenue service inspections augmented by random ride checks or inspections.



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- 3.18.4 Wheelchair Lifts/Ramps: The Contractor shall maintain properly operating wheelchair lifts and/or ramps on all assigned transit revenue vehicles used in **TheBus** service. One hundred percent (100%) of all vehicles in revenue service shall have properly operating wheelchair lifts and/or ramps on a daily basis. Properly operating shall be defined as the lifts or ramps being fully functional using in place or automated remote controls which provide egress to transit revenue vehicles in accordance with ADA requirements. No assigned transit revenue vehicle shall be operated in revenue service without properly functioning wheelchair lifts and/or ramps. During Phase I, the Contractor shall develop a monitoring program, to be approved by the County, composed of pre and post revenue service inspections augmented by random ride checks.
- 3.18.5 Ancillary Bus Equipment: The Contractor shall maintain properly operating pull cords and/or touch strips, two-way radios, security cameras, and AVL units on all assigned transit revenue vehicles used in **TheBus** service. One hundred percent (100%) of all vehicles in revenue service shall have properly operating pull cords and/or touch strips, two-way radios, security cameras, and AVL units on a daily basis. Properly operating shall be defined as being fully functional. No assigned transit revenue vehicle shall be operated in revenue service without properly functioning pull cords and/or touch strips, two-way radios, security cameras, and AVL units. During Phase I, the Contractor shall develop a monitoring program, to be approved by the County, composed of pre and post revenue service inspections augmented by random ride checks or inspections for pull cords and/or touch strips, two-way radios, security cameras, and AVL units. The County will measure AVL reporting performance using the AVL system.
- 3.18.6 Fareboxes: The Contractor shall maintain properly operating electronic, registering or manual drop-box fareboxes on all assigned transit revenue vehicles used in **TheBus** service. One hundred percent (100%) of all vehicles in revenue service shall have properly operating fareboxes on a daily basis. Properly operating fareboxes shall be defined as being fully functional using as appropriate, automated remote keypads and lighted registering fareboxes, capable of accepting all allowable coins and currency as well as registering all count, fare media and revenue codes in accordance with County and regional requirements; lighted manual drop boxes capable of receiving all fare media; electronic "SmarTrip" readers, either magnetic or proximity capable of accepting all approved fare technologies. No assigned transit revenue vehicle shall be operated in revenue service without properly functioning manual or electronic fareboxes. During Phase I, the Contractor shall develop a monitoring program, to be approved by the County, composed of pre and post revenue service inspections augmented by random ride checks or inspections. **The County anticipates the installation of new registering fareboxes that**

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are capable of accepting "SmarTrip" cards. These new fareboxes will permit the use of SmarTrip cards and the Contractor shall acknowledge in the technical response to this RFP that they are aware of the pending use of SmarTrip cards and that boarding passengers may elect to use SmarTrip cards at any time.

- 3.18.7 Vehicle Maintenance and Preventative Maintenance: The Contractor shall ensure that all transit revenue vehicles used in *TheBus* service are properly maintained and that 100% of all scheduled preventative maintenance (PM) services are performed as measured on a weekly basis. Further, the Contractor shall ensure that 80% of all assigned transit revenue vehicles are available for service on a daily basis. All transit revenue vehicles shall be scheduled for and have performed vehicle servicing, maintenance, and upkeep as recommended by the manufacturer or specified guidelines as approved by the County under Section 3.10. Vehicles that have not received scheduled preventive maintenance servicing or recommended OEM maintenance on a pre-determined interval or any vehicle listed as available for service, but is found to be defective or in need of maintenance or repair, shall not be placed in service until said maintenance or repair is performed. Said maintenance or repair shall occur within one day of notification. Any vehicle found to be in service that has not received scheduled preventive maintenance or OEM maintenance or that is found to be defective or in need of maintenance or repair, shall be immediately removed from service. The County reserves the right to repair and/or inspect any and all vehicles at any time. All costs incurred by the County, including administrative costs to deliver vehicles to an authorized service center or have preventive or unscheduled maintenance accomplished by County forces, shall be charged to the Contractor. Verification for meeting these maintenance standards shall be provided by the Contractor's submission of weekly maintenance reports to the County showing adherence to maintenance schedules and performance of non-scheduled maintenance as established annually per Section 3.10.
- 3.18.8 Maintenance Monitoring Systems: The Contractor is to develop a monitoring and reporting system which will show the daily status of the components and vehicles specified in this section. Said system shall be for vehicles used in revenue service or available for service and will incorporate results of Contractor's pre and post revenue service vehicle inspections. This system will also incorporate results of inspections done by County personnel. A report will be submitted to the County weekly.
- 3.18.9 Maintenance Correction Citations: The County will also conduct random and routine vehicle and service inspections and verifications of patron complaints to ensure compliance with the standards of Sections 3.18.1 through 3.18.7

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(inclusive). The County will issue "correction citations" to the Contractor for vehicles found not to meet the relevant standard within 7 calendar days of Contractor's receipt of the correction citation. An assessment for liquidated damages shall also be made for the Contractor's failure to service, schedule for repair or service or repair within seven calendar days any vehicle receiving a correction citation.

- 3.18.10 Quarterly Inspections: The Contractor will be required to coordinate and schedule quarterly and as needed inspections with independent, professional, third party vendors of the County's and Contractor's mutual choosing. Inspection results are to be provided to the County detailing problems to be corrected. Based on the results of the inspections and at the sole discretion of the County, defects will be identified for repair. All repairs for each defect identified, must be made within 30 calendar days of receiving a notice to repair.
- 3.18.11 On Time Performance: The Contractor shall maintain a minimum daily standard of "on-time bus trips" for each route of at least 90% at each scheduled time point on a daily basis. "On time" shall be defined as between zero and five minutes late leaving scheduled time points as established in the bus route schedule. No trips shall leave scheduled time points ahead of schedule. "On time" performance shall be measured by the County using the AVL system. During Phase I, the Contractor shall develop a written check program, to be approved by the County, which incorporates scheduled and random field checks. Field data collected will be reviewed and provided to the County biweekly. The Contractor shall use the two-way radio system at least once every hour to provide all drivers with the correct time.
- 3.18.12 Missed Trips: At a minimum, the Contractor shall complete 99% of all scheduled **TheBus** trips on a daily basis (by route and entire system). No shows or trips which are late by more than one-half of their scheduled headway time shall be considered missed trips. In the event of an in-service breakdown, driver's absence or other service related problem; the Contractor shall provide a replacement driver and adequate means to dispatch transit revenue vehicles so as not to miss subsequently scheduled trips. Dispatched transit vehicles shall be capable of resuming normal **TheBus** revenue service within 30 minutes. Missed trips will be measured by the County using the AVL system. During Phase I, the Contractor shall develop a manual check program to measure trip completion rates which shall be approved by the County. Such program shall include scheduled and random checks measured by County and Contractor personnel. Field data collected will be reviewed and provided to the County biweekly. For purposes of measuring performance, "missed trips" are defined as:

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- 3.18.12.1 Any scheduled revenue trip not operated/provided and documented.
- 3.18.12.2 Any scheduled revenue trip operated on a frequency that exceeds the scheduled headway.
- 3.18.12.3 Any initial bus departing greater than five minutes behind scheduled pullout time from the garage going to the start point of a scheduled trip.
- 3.18.12.4 Any trip not fully completed regardless of passenger load.
- 3.18.12.5 Any trip that does not operate through a scheduled time point enroute or at the terminus of the route.
- 3.18.13 Complaints: The Contractor shall be held to service complaint standards as follows:
  - 3.18.13.1 One or less service complaints per route per week.
  - 3.18.13.2 Twenty (20) or less complaints per 100,000 boardings.
  - 3.18.13.3 One or less service complaints per 200 hours of revenue service.

Anonymous complaints shall not be counted towards these standards. All service complaints received by the County and the Contractor will be counted in the monthly totals. The Contractor shall reply in writing to all service complaints within seven calendar days of receipt, and the Contractor shall notify the County of all service complaints they receive as provided for in Section 3.13.

- 3.18.14 Over Capacity: The Contractor shall ensure that no bus trip is operated at over capacity. Over capacity is defined as a full seated load plus standees equal to 50% of the vehicle's seated capacity. Should a *TheBus* bus trip reach over capacity, then the Contractor shall promptly dispatch a back-up transit revenue vehicle to provide *TheBus* revenue service until the over-capacity is relieved. Any backup transit revenue vehicles so dispatched shall commence revenue service within an amount of time equal to or less than one-half of each route's service frequency as detailed on Attachment 7 for each route. During Phase I, the Contractor shall develop a monitoring program, which shall be approved by the County. The Contractor shall also keep accurate records of all over capacity incidents and their service response for County review.

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- 3.18.15 Speeding Citations: The Contractor shall be held to a speeding complaint standard of less than one speeding citation for all **TheBus** routes per month. Speeding citations include any citations or complaints received by the County from the public, police, or other government agencies and/or County staff. Anonymous complaints shall not be counted towards this standard. All speeding complaints received by the County and the Contractor will be counted in the monthly totals. The Contractor shall reply in writing to all speeding complaints within seven calendar days of receipt, and the Contractor shall notify the County of all speeding complaints they receive as provided for in Section 3.12. The Contractor shall be responsible for paying any applicable fines and/or fees within seven calendar days of receipt of notice and shall provide copies of receipts and/or checks for verification.
- 3.18.16 Other Traffic Citations: The Contractor shall be held responsible for all parking and traffic citations and/or tickets, Red-Light Violations and Aggressive Driving Notices received on **TheBus** services. The Contractor shall be held to a standard of less than one incident for **TheBus** routes per month. The Contractor shall reply in writing to the County for all violations and notices within seven calendar days of receipt and shall be responsible for paying any applicable fines and/or fees within seven calendar days of receipt of notice. The Contractor shall provide copies of receipts and/or checks for payment to the County for verification. The Contractor shall notify the County of all violations and notices they receive as provided for in Section 3.12.
- 3.18.17 Accidents: The Contractor shall be held to accident standards while in service and occurring at the transit property. Accident standards are as follows:
- 3.18.17.1 Total accidents shall not increase by more than ten percent over the previous fiscal year.
  - 3.18.17.2 Not more than ten percent of the accidents classified as "serious" as defined by the Federal Transit Administration (FTA) in each fiscal year.
  - 3.18.17.3 The accident rate shall not exceed four accidents per 100,000 revenue miles.
  - 3.18.17.4 Zero accidents at the transit property.
  - 3.18.17.5 Zero fatalities.

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### VEOLIA BUS SERVICES AGREEMENT WORK PROGRAM PROVISIONS September 28, 2009

- 3.18.18 Report Submissions: The Contractor shall supply all routine, periodic, and incident occurrence reports (complete and in the approved form or format) required under this Contract within the time frames specified. During Phase I, a submission schedule shall be proposed by the Contractor for County approval. At a minimum, the report schedule shall include:
- 3.18.18.1 All accident/incident reports evidencing damage to County facilities, grounds, or equipment (See Section 3.7).
  - 3.18.18.2 Updated utility vehicle information (See Section 3.8).
  - 3.18.18.3 Updated inventories of County supplied equipment (See Section 3.9).
  - 3.18.18.4 Required ASE certifications for maintenance staff (See Sections 3.10 and 3.18).
  - 3.18.18.5 All required maintenance reports (See Sections 3.10 and 3.18).
  - 3.18.18.6 Rental/lease agreements/plans (See Section 3.11).
  - 3.18.18.7 All vehicle licenses, permits, registrations (See Section 3.12).
  - 3.18.18.8 All vehicle accident/incident reports (See Section 3.12).
  - 3.18.18.9 All operator speeding, traffic violations (See Sections 3.12 and Section 3.18).
  - 3.18.18.10 Destination sign readings and coding updates (See Section 3.12).
  - 3.18.18.11 Updates to Customer Service Policies and submittal of complaints (See Section 3.13).
  - 3.18.18.12 Documentation showing compliance with all revenue collection and counting procedures (See Sections 3.14).
  - 3.18.18.13 Documentation of ADA training and compliance (See Section 3.15).
  - 3.18.18.14 All personnel records, job descriptions, manning levels, table of organization, and driver license (See Sections 3.16).
  - 3.18.18.15 All vehicle cleaning records (See Section 3.17).

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### VEOLIA BUS SERVICES AGREEMENT WORK PROGRAM PROVISIONS September 28, 2009

3.18.18.16 Contractor resident reports (See Section 3.19).

3.18.18.17 All required operating/service reports (See Section 3.21).

3.18.18.18 All annual insurance certificates, forms, and records (See Section 3.22).

3.18.18.19 All other routine, periodic and/or incident occurrence reports or information required under this Contract.

On time, as used herein, shall mean the report and/or information is delivered by the Contractor to the County by 4:30 p.m. on the approved day/date.

Complete, as used here, shall mean the report information is submitted by the Contractor to the County in/on the approved form or format, with all required information provided, and no errors or omissions that require the report/form to be returned to the Contractor.

3.18.19 Strategic Vehicles: The Contractor is responsible for deploying three revenue vehicles during each morning peak period (6:00 a.m. - 10:00 a.m.) and each afternoon peak period (3:00 p.m. - 7:00 p.m.) on a daily basis. These vehicles will be in addition to any vehicles required to meet daily scheduled route service and shall be known as strategic vehicles. Completed driver trip sheets for each vehicle are required.

3.18.20 Other Contract Correction Citations: Throughout this Contract, policies and procedures are enumerated by the County for Routes and Schedules, Standard Operating Procedures, Customer Service, Specialized Transportation, and Personnel Management, for which the Contractor is always expected to be in full compliance. Either through County inspection or investigation, customer complaint or Contractor report, it may be found that the Contractor was not in compliance with these policies and procedures. When this occurs, the County will issue a correction citation to the Contractor requiring the Contractor to correct the violation. During Phase I, the Contractor will develop a schedule of policy/ procedural standards for County approval. At a minimum, these policies/ procedures will include:

3.18.20.1 One hundred percent (100%) of all vehicles will have licenses and registrations (See Section 3.12).

3.18.20.2 One hundred percent (100%) of the Contractor's staff will be in uniform during operating hours.



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### VEOLIA BUS SERVICES AGREEMENT WORK PROGRAM PROVISIONS September 28, 2009

- 3.18.20.3 No zero percent (0%) unauthorized use of County facilities, equipment, and vehicles are allowed.
- 3.18.20.4 One hundred percent (100%) of Contractor staff and County vehicles will be available for emergency and special operations (See Sections 3.12 and 3.15).
- 3.18.20.5 Contractor supervisory/management staff will always one hundred percent (100%) respond to the scene of an accident/incident (See Section 3.12).
- 3.18.20.6 Contractor drivers shall never deviate, without authorization, from established routes while in service. This standard will be checked daily via the AVL system (See Section 3.12).
- 3.18.20.7 One hundred percent (100%) of all transit revenue vehicles shall operate with a proper destination sign or window placard reading (See Section 3.12).
- 3.18.20.8 Contractor shall always 100% staff the public access telephone lines (See Section 3.13).
- 3.18.20.9 Contractor senior staff shall always 100% attend requested public meetings/events (See Section 3.13).
- 3.18.20.10 Contractor senior staff shall always 100% provide cell phone service and answer cell phone calls from County staff (See Section 3.13).
- 3.18.20.11 Contractor customer service/office staff shall always one hundred percent (100%) utilize approved phone scripts and provide answering machine service during non-working hours (See Section 3.13).
- 3.18.20.12 Contractor shall always one hundred percent (100%) supply current schedule/service information on transit revenue vehicles (See Section 3.13).
- 3.18.20.13 Contractor shall always one hundred percent (100%) have management staff present at all operating hours (See Section 3.16).
- 3.18.20.14 Contractor shall always one hundred percent (100%) announce bus stops and properly deploy lifts (See Section 3.13).

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### VEOLIA BUS SERVICES AGREEMENT WORK PROGRAM PROVISIONS September 28, 2009

This listing is not inclusive and other procedures/standards may be added at the County's discretion. All instances of non-compliance shall be documented to the Contractor by the County, noting date, time, and violation specifics.

- 3.18.21 Vehicle Body Damage and Upkeep: The Contractor is responsible for diagnosing and repairing all body damage (incidental, minor, and major) occurring on any assigned transit revenue vehicle under this Contract. The Contractor shall maintain and meet the following body damage repair standards:
- 3.18.21.1 All major, minor, and incidental body damage shall be diagnosed and the costs of repairs estimated ~~within five calendar days of the~~ date of the accident or discovery of the damage by Contractor or County forces. Copies of the diagnosis and repair estimates shall ~~be in writing,~~ showing all labor and parts costs to repair any and all damage, including any needed painting, stripping, and/or logos, and delivered to the County by the close of business on the due date.
  - 3.18.21.2 Any and all incidental and/or minor body damage shall be fully repaired by the Contractor within 35 calendar days of the accident and/or discovery of damage.
  - 3.18.21.3 Any and all major body damage shall be fully repaired by the Contractor within 95 calendar days of the accident and/or discovery of damage.
  - 3.18.21.4 One hundred percent (100%) of all transit revenue vehicles shall be maintained and repaired by the Contractor on an on-going basis, including painting, lettering, numbers, logos and stripping. The County shall inspect 100% of all transit revenue vehicles for compliance on a monthly basis.

The body damage standards above apply to transit revenue vehicles' interiors and exteriors, including all front, side, and rear body panels, doors, windows, seats, bumpers, wheels, stanchions, grab rails, mirrors, and any components or parts affixed or attached to same.

- 3.18.22 ASE Certifications: The Contractor shall ensure that 25% of all maintenance personnel, all maintenance managers, and team leaders have ASE certifications. A listing of all maintenance personnel shall be provided to the

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### VEOLIA BUS SERVICES AGREEMENT WORK PROGRAM PROVISIONS September 28, 2009

County monthly listing their ASE certifications. A copy of each staff person's ASE certifications shall be provided.

- 3.18.23 Deliverables: Throughout this RFP, the Contractor has a number of deliverables it is required to provide the County. The Contractor is required to provide 100% of all deliverables within the time frames specified (See Section 3.24) complete and in the proper format requested.
- 3.18.24 Extra Board: The Contractor shall maintain an extra board minimum standard of ten percent. The extra board minimum is based upon the number of full-time and part-time positions multiplied by ten percent and shall be equal to the number of driver positions the Contractor shall be required to have available on a daily basis to fill in for scheduled driver vacancies due to absenteeism, vacancies, or leave.
- 3.18.25 Liquidated Damages: Where the term "liquidated damages" is used throughout this RFP, it is defined to mean the amount of money which the County may retain and/or otherwise receive from the Contractor as penalties as a result of failure by the Contractor to meet specified *TheBus* performance standards or conditions of service provided for throughout the Contract. The parties agree that the actual amount of damage incurred by the County upon failure by the Contractor to meet the specified performance standards or conditions of service is difficult to determine with accuracy, and that the amounts or charges delineated herein and below reasonably estimate the amount of damages to the County upon breach by the Contractor, and are not to be construed as a penalty.

Additionally, as provided for throughout this Contract, the parties agree that liquidated damages shall include the right of the County to charge the Contractor directly (through deductions to payments owed the Contractor) for the replacement value of equipment and facilities that are lost, stolen, or damaged due to the Contractor's staffs' actions, inactions, or negligence. Also included in this right, shall be the County's ability to charge the Contractor liquidated damages equal to the value of all farebox revenues not collected, miscounted, lost, stolen, or deemed to be the same through variance or other audit analysis. Finally, as provided for throughout this Contract, the County reserves the right to perform certain work and/or functions when the Contractor fails to properly do so, and charge the Contractor for the costs of performing the work in addition to an administrative fee. All such charges shall be deducted from monies owed the Contractor and treated as liquidated damages.

- 3.18.26 Liquidated damages shall be assessed by the County at the following rates:

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### VEOLIA BUS SERVICES AGREEMENT WORK PROGRAM PROVISIONS September 28, 2009

- 3.18.26.1 Vehicle Cleaning: The Contractor's current hourly base rate multiplied by the number of vehicles that do not receive interior and exterior cleaning for more than 7 days.
- 3.18.26.2 Vehicle Components: The Contractor's current hourly base rate multiplied by the number of in-service vehicle components found to be not working or inoperable in accordance with the standards identified this section.
- 3.18.26.3 Vehicle Maintenance: The Contractor's current hourly base rate multiplied by the number of PMs not performed and the number of vehicles not available for daily service above the 20% standard of Section 3.18.7. The Contractor's current hourly base rate multiplied by the number of maintenance correction citations issued for the month that are not serviced, repaired, or scheduled to be serviced or repaired within seven calendar days of Contractor's receipt of such maintenance correction citations per standard of Section 3.18.9.
- 3.18.26.4 On-Time Trips: The Contractor's current hourly base rate multiplied by the number of **TheBus** trips classified as not "on-time" which fall below 80 % daily in accordance with the standard in Section 3.18.11.
- 3.18.26.5 Missed Trips: The Contractor's current hourly base rate multiplied by the number of **TheBus** service trips classified as missed which fall below 99% as measured and counted daily in accordance with the standard in Section 3.18.12.
- 3.18.26.6 Intentionally Left Blank.
- 3.18.26.7 Service Complaints: The Contractor's current hourly base rate multiplied by 15 for the Contractor's failure to meet one, two, or all three of the standards identified in Section 3.18.13. This rate will be doubled should the Contractor experience more than twice the complaint rates of any standards identified in Section 3.18.13.

The Contractor will be charged one times the current hourly base rate for each complaint not properly responded to in the time frame specified (seven calendar days).

- 3.18.26.8 Intentionally Left Blank

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- 3.18.26.9 Intentionally Left Blank
- 3.18.26.10 Intentionally Left Blank
- 3.18.26.11 Red Light Violations and Aggressive Driving Citations: Two times the Contractor's current hourly base rate multiplied by each violation or notice received under Section 3.18.16 that exceeds the standard of one citation for all routes per month or more than 12 citations in a fiscal year.
- 3.18.26.12 Intentionally Left Blank
- 3.18.26.13 Strategic Vehicles: One times the Contractor's current hourly rate for each AM period or PM period during which three strategic vehicles are not deployed.
- 3.18.26.14 Intentionally Left Blank.
- 3.18.26.15 Extra Board: Liquidated damages shall be assessed each time the absence of an extra board results in a scheduled trip not being performed. Such assessment shall be two times the Contractor's current hourly base rate multiplied by the number of positions short.
- 3.18.26.16 Body Damage:
- a. The Contractor's failure to repair minor body damage, per Section 3.18.21.2, in the time frame specified, shall result in the County withholding \$5,000.00 per repair incident until the vehicle is repaired.
  - b. The Contractor's failure to repair major body damage, per Section 3.18.21.3, in the time frame specified, shall result in the County withholding \$50,000.00 per repair incident until the vehicle is repaired.
  - c. The Contractor shall be notified in writing and by digital picture of any vehicle not meeting this standard.
- 3.18.26.17 Intentionally Left Blank.
- 3.18.26.18 Intentionally Left Blank.

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### VEOLIA BUS SERVICES AGREEMENT WORK PROGRAM PROVISIONS September 28, 2009

- 3.18.27 Liquidated Damages General: Unless specified otherwise, all liquidated damages will be deducted from monies owed the Contractor on a monthly basis. The County shall not double count correction citations used in the assessment of maintenance liquidated damages.
- 3.18.28 Complaint, late trip, and missed trip service standards will not be used during the first four weeks of the start of service on a new route. Also, missed or late trips which do not run on-time due to fire or storm conditions where the County directs the Contractor to cease operations, road detours, unexpected or recurring traffic delays (said terms to be defined as part of the Contractor's check or monitoring program to be submitted), or other conditions beyond the reasonable control of the Contractor, shall be excluded from calculations for the assessment of liquidated damages. Correction citations will not be issued for cleanliness during inclement weather. This does not relieve the Contractor of the responsibility for anticipating operating problems or operating in adverse conditions. It shall be the Contractor's responsibility to take affirmative steps to continue service and to be prepared to document in writing actions taken to maintain the County's standards or service. These "exceptions" shall be more fully detailed in the *TheBus* check and monitoring programs to be developed by the Contractor and approved by the County. Should the Contractor fail to provide check or monitoring programs as required in this RFP or should the County and Contractor not come to mutual agreement on any of the Contractor's submitted check or monitoring programs prior to the commencement of *TheBus* services; then the County reserves the right to design and have the Contractor implement said check or monitoring programs.

### 3.19 WORK PROGRAM RESIDENCY

- 3.19.1 Under Phase II of this RFP, a minimum of 75% of employees working for *TheBus* must be County residents. The Contractor will work to achieve an annual goal of 95% of *TheBus* employees being County residents.
- 3.19.2 The Contractor's work force shall be defined as all employees employed by the Contractor assigned to work on *TheBus*. Residency will be determined by the employee's mailing address. The Contractor will supply an employee roster listing their work force's mailing address within seven calendar days of the end of each month. The monthly residency numbers shall be used to determine an annual average percentage of residency for the Contractor's work force, rounded to the nearest whole percentage point.

### 3.20 WORK PROGRAM INCENTIVE CLAUSES

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### VEOLIA BUS SERVICES AGREEMENT WORK PROGRAM PROVISIONS September 28, 2009

3.20.1 The County will make available three financial incentives to the Contractor as outlined below. Incentives will be awarded on an annual basis based upon operating information supplied to the County by the Contractor. Particulars regarding measurement of each incentive shall be provided during Phase I, and annually thereafter for Phase II, via a Letter of Understanding provided by the County to the Contractor.

3.20.1.1 Service Standards Incentive - Should the Contractor exceed the service and performance standards as outlined in Section 3.18, the Contractor shall be compensated. Where multiple requirements are listed (e.g., maintaining the interior and exterior cleanliness of transit revenue vehicles, etc.), all requirements must be met for the standard to be achieved. The Contractor shall be compensated on an annual basis for standards exceeded as follows:

On-Time Performance	\$20,000
Trip Completion	\$20,000
Vehicle Cleanliness	\$10,000
HVAC Systems	\$10,000
(\$5,000 Heat/\$5,000 Air Conditioning)	
Over Capacity	\$10,000
Wheelchair Lifts/Ramps Operation	\$10,000
Farebox Operation	\$10,000
Destination Roller Curtain Signs	\$10,000
Pull Cords/Touch Strips	\$10,000
Service Commendations/Complaints	\$10,000
Proper Preventative Maintenance Inspections	\$10,000
Two-Way Radio System	\$10,000
AVL System	\$10,000
Security Cameras	\$10,000
Maintenance	\$10,000

3.20.1.2 Residency Incentive - The County desires that as many County citizens as possible be employed as a result of this RFP as possible. The Contractors workforce shall be defined as all employees employed by the Contractor assigned to work on *TheBus*. Residency will be determined by the employee's mailing address. The Contractor will supply an employee roster showing their work force's mailing address within seven (7) calendar days of the end of each month. The monthly residency numbers shall be used to determine the annual average percentage of residency for the



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### VEOLIA BUS SERVICES AGREEMENT WORK PROGRAM PROVISIONS September 28, 2009

Contractor's work force, rounded to the nearest whole percentage point. The following incentives will apply:

If 50% of the Contractor employees are County residents	\$ 0
If 51%-60% are County residents	\$25,000
If 61%-75% are County residents	\$35,000
If 75% or higher are County residents	\$50,000

- 3.20.1.3 Ridership Incentive - Achieving annual ridership goals is highly desirable; therefore the County will set annual *TheBus* ridership goals at the beginning of each fiscal year or portion thereof of the Contract. Based upon final ridership figures for each fiscal year or portion thereof, the County is prepared to pay the Contractor the following incentives:

If Contractor exceeds annual ridership goals by 10% to 19%	\$15,000
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If Contractor exceeds annual ridership goals by 20% to 29%	\$25,000
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If Contractor exceeds annual ridership goals by 30% to 49%	\$35,000
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If Contractor exceeds annual ridership goals by 50% or higher	\$50,000
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- 3.20.2 Payment for successful attainment of any or all incentives above shall be made on or before September 1 of each year for the prior fiscal year or portion thereof. The County shall be responsible for measuring and determining the Contractor's attainment of any or all incentives and money due as a result. The County may adjust existing or provide new incentives at its sole discretion.

### 3.21 WORK PROGRAM REPORTING REQUIREMENTS

- 3.21.1 The Contractor shall provide weekly, monthly, and cumulative reports to the County concurrent with submission of monthly invoices. Generally, these reports shall provide supporting information for invoice requests in addition to other information on the operation of the *TheBus* Services. Liquidated damages may be assessed if any of the reports required in this Section 3.21 are not submitted within 5 business days of the County's notification to Contractor that such report is late.

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### VEOLIA BUS SERVICES AGREEMENT WORK PROGRAM PROVISIONS September 28, 2009

- 3.21.2 The reporting program for *TheBus* shall be developed by the Contractor and approved by the County to meet the requirements below, as well as any statutory requirements required by Federal, State, or local law, including the National Transit Database reports.
- 3.21.3 The Contractor shall provide and maintain a revenue service inspection reporting system acceptable to the County. Complete records of all revenue service inspection work performed by the Contractor shall be maintained and made available to the County and may be part of the check programs required in Section 3.18 of this RFP.
- 3.21.4 The Contractor shall cause each and every driver assigned to operate an assigned transit revenue vehicle in *TheBus* service to prepare a daily report on a form approved by the County indicating the route, the time of departure, time of arrival, number of passengers carried for each service trip and other data deemed necessary from time to time by the County or the Contractor, including pre and post vehicle inspection information. Each report shall be prepared each day and shall be signed by the driver. Also, from time to time, the County will require that special driver reports be completed in a format specified by the County. The Contractor will ensure driver compliance with such requests which will be provided to the Contractor by the County in writing prior to the date the report is to be completed.
- 3.21.5 The Contractor shall submit to the County, at its principal offices each week, at a day and time to be agreed upon by the Contractor and County, a report on the number of passengers that boarded each assigned transit revenue vehicle, by trip, and by route during the previous weekly reporting period (itemized in accordance with the form of fare payment). Such information shall be compiled on a trip by trip basis for each *TheBus* route and in a format approved by the County. Should the Contractor fail to supply any or all check or monitoring programs as called for in this RFP or should the County not approve any or all of the Contractor's submitted check or monitoring programs by the time *TheBus* services are to start under this RFP, then the County reserves the right to design and have the Contractor implement said check or monitoring programs.
- 3.21.6 The Contractor shall submit to the County, at its principal offices each week at a day and time to be agreed upon by the Contractor and County, a report indicating the actual number of platform hours, revenue hours, platform miles, and revenue miles operated by the *TheBus* by route during the previous weekly reporting period. Such information shall be compiled for each *TheBus* route in a format approved by the County.

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### VEOLIA BUS SERVICES AGREEMENT WORK PROGRAM PROVISIONS September 28, 2009

- 3.21.7 The Contractor will deliver to the County at its principal offices each week and at a day and time to be agreed upon by the Contractor and County, a report of the *TheBus*' previous week's missed trips, late or early trips, service disruptions as defined in Section 3.21.8 below, and any other operating data on unusual or abnormal *TheBus* operations in a format approved by the County.
- 3.21.8 The Contractor shall be required to notify the County at its principal offices at such times as designated by the County regarding any and all disruptions in the provision of *TheBus* service, including but not limited to transit revenue vehicle breakdowns, detours, accidents, complaints, delays and missed runs. All service accidents are to be reported to the County within three hours of

#### 3.21 WORK PROGRAM REPORTING REQUIREMENTS

their occurrence. Failure to report a *TheBus* service accident or incident will subject the involved driver and/or supervisor to serious disciplinary action, as determined by the Contractor, up to and including the possible removal of the driver from *TheBus* service. All matters above shall be the subject of detailed reports, by incident, requiring Contractor supervisory and management investigation and action. The report formats shall require County approval.

- 3.21.9 The Contractor shall, from time to time or upon request of the County, prepare and deliver special performance reports and other operating data on the *TheBus* as the County may reasonably specify in a format approved by the County.
- 3.21.10 The Contractor shall deliver to the County, ~~no later than five calendar days following the end of each month, unaudited statements of expenditures with invoices for services provided or goods purchased under this Contract during the previous month which are designated as direct charge billings.~~ These reports shall be prepared in accordance with generally accepted accounting principles, consistently applied, and in such format as approved by the County.
- 3.21.11 The Contractor shall deliver to the County at its principal offices each week and at a day and time to be agreed upon by the Contractor and the County, a report on the amount of *TheBus* revenue deposited and the time of deposit for the prior week. The Contractor shall supply date, time and amount of deposit broken down by date of revenue collection, route number, vehicle number, driver, date of counting, and person doing the counting.
- 3.21.12 As provided for in Section 3.10 and below, the Contractor shall submit monthly transit revenue vehicle maintenance reports providing summary

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### VEOLIA BUS SERVICES AGREEMENT WORK PROGRAM PROVISIONS September 28, 2009

information from the County's M-4 System. The Contractor shall be responsible for keeping a paper and electronic vehicle file, by each transit revenue vehicle number assigned to *TheBus*, documenting by date of action all vehicle maintenance work to include scheduled maintenance and inspections, warranty work, parts usage, unscheduled maintenance, fuel and oil usage, pre- and post-vehicle inspections and labor hours and costs expended on each vehicle. Record keeping for all vehicles shall be consistent with current fleet management practices. The Contractor is responsible for keeping the vehicle file current throughout the term of the Contract and shall remit complete copies of all vehicle files to the County at the end of the Contract. The County shall have immediate access to all vehicle maintenance records during planned or unannounced visits or inspections of the maintenance facility(ies) for the duration of the Contract. The Contractor shall be responsible for ensuring that any pre- or post-vehicle inspection report noting a vehicle defect is evaluated and signed off on by the Contractor's maintenance personnel prior to said vehicle being returned to service. Any such vehicle defect reports shall be filed chronologically, kept on file for the duration of the Contract term, and copies of all defect reports noting a vehicle defect shall be submitted to the County upon completion of the Contract. The Contractor shall submit a "Vehicle Maintenance Report" to the County as part of the monthly reporting requirements. Where a required maintenance report is not provided for in the County's M-4 System, the Contractor shall design an acceptable form in such format as approved by the County.

- 3.21.13 The Contractor shall be required to develop and submit for County approval under Phase I, an automated Information Management System (IMS) computer program or software which captures the *TheBus* operating information/data required in Sections 3.21 and 3.9 and provides the required reports. The Contractor's IMS System must be compatible with County computer equipment existing at the start of Phase I and must be capable of transmitting the *TheBus* data and reports to the County via computer disk as well as hard "paper" copies delivered by mail or hand. Unless authorized by the County, the Contractor shall be responsible during Phase I and II for procuring, as necessary, all computer hardware, software and peripherals necessary to install and operate their program. The Contractor shall train their staff and County staff in use of their IMS and shall procure IMS software or programs for the County as necessary to ensure compliance with this Section of the RFP.

#### 3.22 WORK PROGRAM INSURANCE/TAXES/FRINGE BENEFITS/SUBCONTRACTING

- 3.22.1 Except as otherwise provided by law, the Contractor shall at all times under the Contract maintain and keep in force such insurance as will protect them and

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### VEOLIA BUS SERVICES AGREEMENT WORK PROGRAM PROVISIONS September 28, 2009

the County from claims under workmen's compensation acts, and also such insurance as will protect them and the County from any other claims for damages for personal injury, including death, as well as from claims for damages to any property of the County or of the public, which may arise from operations of *TheBus* under the Contract, whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by any of them. Insurance companies shall be approved by the County. Coverage shall be provided as follows:

3.22.1.1 Bodily injury by accident - \$5,000,000 each accident

3.22.1.2 Bodily injury by disease - \$1,000,000 policy limits

3.22.1.3 Bodily injury by disease - \$1,000,000 each employee

3.22.2 Worker's Compensation Insurance: The Contractor shall provide an insurance policy complying with the requirements of the statutes of the jurisdiction(s) in which the work will be performed, and if there is any exposure to the Contractor or any of the Contractor's personnel due to the U.S. Longshoremen's and Harbor Workers' Act, Jones Act, Admiralty Laws or the Federal Employers' Liability Act, the Contractor will provide coverage for these exposures on an "if any basis". The coverage under such an insurance policy or policies shall have limits not less than:

#### Worker's Compensation

#### STATUTORY Limits (State of Maryland)

Employer's Liability: Each Accident	\$500,000
Disease Policy Limits	\$500,000
Disease - Each Employee	\$500,000

3.22.3 At a minimum, the Contractor shall provide the following insurance coverages:

3.22.3.1 Maintain Commercial General Liability Insurance in the amount of \$1,000,000 per occurrence/aggregate to protect the Contractor and its subcontractors, and the interest of the County and its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall include the Broad Form Property Damage endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required. Completed operations

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### VEOLIA BUS SERVICES AGREEMENT WORK PROGRAM PROVISIONS September 28, 2009

liability endorsement shall continue in force for three years following completion of the Contract.

- 3.22.3.2 Maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented transit revenue vehicles operated by the Contractor under the Contract. In addition, all other mobile equipment used by the Contractor in connection with the contracted work will be insured under either a standard Automobile Liability policy or a Commercial General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.
- 3.22.3.3 Automobile collision coverage equal to the actual cash value of all *TheBus* transit revenue vehicles at the time of loss (individually and collectively) assigned under the Contract, and automobile comprehensive coverage equal to the actual cash value of all assigned transit revenue vehicles. For both collision and comprehensive coverage, deductible levels shall be determined by the Contractor based upon Contractor's ability to cover deductible payments in the event of a claim.
- 3.22.3.4 Umbrella or excess coverage, above the automobile liability and general liability policies, in the amount of \$5,000,000. (Note: This is in addition to the \$1,000,000 of coverage required in 3.21.2.a. above, which provides for a total coverage of \$6,000,000).
- 3.22.3.5 All risk, theft, fire and extended coverage risks for all buildings, rolling stock and equipment provided to the Contractor in an amount equal to the full replacement value of said buildings, rolling stock and equipment. The proceeds of all such insurance shall be used for the sole purpose of repairing or replacing the damaged or destroyed building, rolling stock or equipment. Prince George's County shall be listed as a loss payee. All settlement checks shall be two party checks with Prince George's County as payee.
- 3.22.3.6 Crime/Fidelity Bond: The Contractor shall hold Honesty Insurance of at least \$100,000 per employee. The crime/fidelity coverage should include Blanket Employee Dishonesty; Forgery and Alterations; Theft, Disappearance and Destruction; and

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Computer Fraud with Wire Transfer. The bond shall cover loss due to any dishonest act of the bonded employee. The bond must cover all the employees of the Contractor who shall perform work under this Contract.

- 3.22.3.7 Certificate Holder: Prince George's County Government and list Prince George's County, Maryland Government as an additional insured.
- 3.22.4 If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:
- 3.22.4.1 Agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the Contract. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's or subcontractor's work under this RFP, or,
- 3.22.4.2 Purchase the extended reporting period endorsement for the policy or policies in force during the term of the Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
- 3.22.5 All insurance required to be maintained or provided by the Contractor shall be with companies and through policies approved by the County. The County reserves the right to inspect all of the Contractor's insurance policies, as required in this RFP, and the Contractor shall supply, at the time of Contract execution and annually thereafter through Phase II, certificates of insurance for all coverages stipulated in this RFP. The Contractor shall ensure that all policies are kept in force at all times. In the event a policy is canceled for any reason, the Contractor shall notify the County immediately. In addition, the Contractor shall notify the County of actions being taken to ensure that insurance is obtained to prevent any lapse of coverage.
- 3.22.6 All income taxes, retirement, workmen's compensation and other fringe benefits shall be the sole responsibility of the Contractor,
- 3.22.7 The Contractor shall indemnify and hold harmless the County from and against all claims of liability of third parties (including, but not limited to: employees

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of the County; the Contractor and subcontractors and their employees; employees, associates, and other persons assisting the Contractor on a paid or voluntary basis) for injury to or death of persons, or loss of or damage to property arising out of or in connection with the performance of the work under the Contract, and the use of the assigned transit revenue vehicles incident thereto.

- 3.22.7.1 The Contractor shall defend all suits brought upon any claims and pay all costs and expenses incidental thereto. The County shall have the right, at its own expense, to participate in the defense of any suit, without relieving the Contractor of any obligation hereunder.
- 3.22.7.2 The County will give the Contractor prompt notice in writing of the institution of any suit or proceeding and permit the Contractor to defend same, and will give all needed information, assistance, and authority to enable the Contractor to do so. The Contractor shall similarly give the County immediate notice of any suit or action filed or prompt notice of any claim arising out of the performance of the Contract. The Contractor shall furnish immediately to the County copies of all pertinent papers received by the Contractor relating to any claims so made.
- 3.22.8 If any part of *TheBus*' work or services under this RFP is subcontracted, similar insurance shall be provided by or on behalf of the subcontractor to cover its operations, and evidence of such insurance, satisfactory to the County, shall be furnished by the Contractor. In the event a subcontractor is unable to furnish insurance in the limits required under this RFP, the Contractor shall endorse the subcontractor as an "additional insured" on its policies, excluding Worker's Compensation and Employers' Liability.
- 3.22.9 Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liability provisions under this RFP.
- 3.22.10 Contractual and other liability insurance provided under this RFP shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on the job responsibilities as to the control of persons directly employed by it and of the subcontractors.
- 3.22.11 Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The



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Contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions or person directly employed by it.

- 3.22.12 Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 3.22.13 The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this RFP.
- 3.22.14 The County, its officers, and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the ISO Form 2001 (Insurance Certificate) that this coverage "is primary to all other coverage the County may possess."
- 3.22.15 If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company" and the "Cancellation" paragraphs of the form shall be deleted or crossed out.
- 3.22.16 Any additional insurance coverages deemed appropriate by the Contractor for the performance of this RFP shall be the responsibility of the Contractor.
- 3.22.17 The Contractor shall at all times under the Contract apply risk management practices generally accepted by the transit industry and shall supply all required accident/incident reports and information in such form and format as required by the County.
- 3.22.18 In the event of an accident or other claim rendering a transit revenue vehicle owned by the County a total loss, the Contractor shall be responsible for ensuring that the County receives the actual cash value or full replacement value (as appropriate to the claim) of the vehicle within 95 calendar days of the loss or such other time as mutually agreed upon by the parties. Actual cash value shall be based upon three independent appraisals obtained by the Contractor and approved by the County. Further, in any case of a County owned transit revenue vehicle being declared a total loss, and the County's acceptance of any settlement, the Contractor shall recognize the County's continued right of ownership of the physical asset (the totaled vehicle) and disposal of same as the County deems appropriate.
- 3.22.19 In the event of an accident or other claim involving a transit revenue vehicle owned or leased by the County having body damage, the Contractor will be

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responsible for ensuring that the County receives a copy of the estimate, repair bills and any insurance settlements obtained by the Contractor within 30 calendar days of the incident/accident. Should the County not receive such documents within the provided time frame, then the Contractor shall recognize and accept the County's right to perform the needed estimates and repairs and bill the Contractor for the expense.

#### **3.23 WORK PROGRAM SUMMARY OF RESPONSIBILITIES**

- 3.23.1 Prince George's County shall be responsible for establishing all policies relative to *TheBus*. Such policy control shall include, but not be limited to the determination of service needs, routes, service frequencies, service area, span of service, liquidated damage assessment, service provider, and fare structure. The County shall also have sole discretion in determining which issues is a matter of policy.
- 3.23.2 The Department of Public Works and Transportation (DPW&T) shall be the County agency responsible for the administration of this Contract. The DPW&T may seek input from the Contractor relative to the development of policy.
- 3.23.3 The County, through the DPW&T, shall also be responsible for the following:
  - 3.23.3.1 Strategic system planning and budgeting.
  - 3.23.3.2 Overall transit system policy.
  - 3.23.3.3 Service planning and coordination.
  - 3.23.3.4 Vehicle procurement and programming.
  - 3.23.3.5 Coordination with other transit providers and area governments.
  - 3.23.3.6 Bus stop sign acquisition, installation and maintenance.
  - 3.23.3.7 Marketing program policy development and planning.
  - 3.23.3.8 *TheBus* Contract negotiations.
  - 3.23.3.9 New radio and AVL equipment procurement.
  - 3.23.3.10 New computer procurement for facility.

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- 3.23.3.11 Under Phases I and II, coordination of facility maintenance and upkeep, and security.
- 3.23.3.12 Provision of fuel for transit service vehicles.
- 3.23.3.13 Other ancillary equipment purchases as noted throughout this RFP.
- 3.23.3.14 Facility bus wash maintenance and procurement.
- 3.23.4 The Contractor shall be responsible for the day-to-day management, operation, marketing, and maintenance of *TheBus* based upon the conditions established herein or as provided to the Contractor by the County at a later date.
- 3.23.5 The Contractor, at a minimum, shall be responsible for the following *TheBus* operational, maintenance, and personnel activities.
  - 3.23.5.1 Overall system management
  - 3.23.5.2 Employment of all necessary *TheBus* transit personnel
  - 3.23.5.3 Employee recruitment and hiring
  - 3.23.5.4 Employee training and development
  - 3.23.5.5 Personnel administration and policy
  - 3.23.5.6 Employee payroll and benefits
  - 3.23.5.7 Employee discipline and grievance proceedings
  - 3.23.5.8 Union negotiations and affairs
  - 3.23.5.9 Employee supervision and management
  - 3.23.5.10 Budgeting
  - 3.23.5.11 Accounting and expenditure control
  - 3.23.5.12 Revenue collection, accounting and deposit
  - 3.23.5.13 Development and installation of fareboxes, probes and ancillary equipment

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- 3.23.5.14 Development and installation of Information Management Systems
- 3.23.5.15 Maintaining and generating all required reports
- 3.23.5.16 Development and production of all route information
- 3.23.5.17 Daily operational planning and scheduling of operations
- 3.23.5.18 Run cutting and maintenance of Schedule of Operations
- 3.23.5.19 Dispatching and street supervision
- 3.23.5.20 Accident/incident response and investigation
- 3.23.5.21 System safety, including transit revenue vehicles, facility maintenance shop and equipment
- 3.23.5.22 Provision of all parts required for maintenance of *TheBus* transit revenue vehicles and ancillary equipment
- 3.23.5.23 Parts and equipment inventory management and storage
- 3.23.5.24 Provision of fluids and lubricants required for maintenance and servicing
- 3.23.5.25 Provision of required insurance
- 3.23.5.26 Provision of tires for transit revenue vehicles and non-revenue vehicles
- 3.23.5.27 Provision of maintenance shop supplies and expendables
- 3.23.5.28 Provision of office supplies
- 3.23.5.29 Transit revenue vehicle cleaning and servicing
- 3.23.5.30 Transit revenue vehicle maintenance, including vehicle collision repairs
- 3.23.5.31 Vehicle towing, cleaning, and maintenance
- 3.23.5.32 Routine facility cleaning and upkeep for designated areas as outlined in Phases I and II

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- 3.23.6 The above is intended as a summary of responsibilities and is not exhaustive or intended to supersede other sections of this RFP where responsibilities are provided in more detail. In addition, the Contractor shall be responsible for providing all other functions necessary for the safe, reliable, and efficient operation of *TheBus* services that are not specifically discussed above or elsewhere in this RFP nor shall the Contractor fail to take action or responsibility for any function not specifically mentioned in this RFP if such action or function is necessary for the safe, reliable, or efficient operation of *TheBus*.
- 3.23.7 It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of their Contract or their right, title, or interest therein, or their power to execute the Contract, to any other person, firm or corporation, without the previous written consent of the County Purchasing Agent, but in no case shall such consent relieve the Contractor from his obligations under this RFP, or change the terms of the Contract.

#### **3.24 WORK PROGRAM DELIVERABLES/DELIVERY/MEETING SCHEDULE(S)**

- 3.24.1 During Phase I, the Contractor shall provide, at a minimum, the following product or service deliverables; said deliverables shall be specific to or tailored for *TheBus*.
- 3.24.1.1 Standard Operating Procedures for *TheBus* which documents all operating procedures and policies, including but not limited to, the following:
- a. TheBus Organization and Design
  - b. Schedule of Operations
  - c. *TheBus* Vehicle Assignments
  - d. Service Reassignments and Cancellations
  - e. Maintaining Schedules
  - f. Service Operations
  - g. Emergency Operations
  - h. Flexible Stops and On-Call Service
  - i. Inclement Weather/Snow Operations
  - j. Vehicle Servicing Maintenance and Operations
  - k. Fare Policies and Procedures
  - l. Radio and AVL Communications
  - m. Lost and Found
  - n. Garage Operations
  - o. Transit Revenue Handling and Control
  - p. Complaint/Comment Procedures

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- q. Service and Performance Standards Monitoring Program
  - r. Other operating procedures and policies as required for proper operation of *TheBus*
- 
- 3.24.1.2 A Driver's Manual detailing driver work rules, policies, and procedures.
  - 3.24.1.3 Job descriptions and Table of Organization for all operating, administrative, supervisory and managerial personnel.
  - 3.24.1.4 A detailed Maintenance Manual for all assigned transit revenue vehicles and assigned equipment, including maintenance schedules, forms, procedures, tools, and equipment.
  - 3.24.1.5 Final driver and vehicle schedules, block assignments, and run cuts necessary for operation of *TheBus*.
  - 3.24.1.6 A Training and Retention Program detailing training procedures for all employees, including training cards and certifications.
  - 3.24.1.7 A comprehensive System Safety Program for all employees and *TheBus* operations.
  - 3.24.1.8 A Strike Plan and current Union Contract.
  - 3.24.1.9 A Substance Abuse Policy and testing program.
  - 3.24.1.10 An Information Management System reporting program to measure ongoing performance and operation of *TheBus* services including all forms, procedures, computers, and software.
  - 3.24.1.11 A Contractor provided transit work force fully trained and prepared to operate *TheBus*.
  - 3.24.1.12 A baseline inventory for all assigned or required equipment and transit revenue vehicles.
  - 3.24.1.13 All necessary insurance and certificates as well as operating permits and licenses.
  - 3.24.1.14 A revenue collection, counting, and deposit procedure.

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- 3.24.1.15 A Marketing Plan and all service information media as provided for in Section 3.13 of this RFP.
- 3.24.1.16 A staging plan for receipt of County transit revenue vehicles, providing necessary training and introduction into service.
- 3.24.1.17 All service contracts with subcontractors and vendors necessary to operate *TheBus* or required by this RFP.
- 3.24.1.18 All parts and equipment necessary to operate *TheBus* and maintain the transit revenue vehicles and equipment required by this RFP.
- 3.24.1.19 All check and monitoring programs as required by Section 3.18 of this RFP.
- 3.24.1.20 A discipline policy and procedure.
- 3.24.1.21 Fueling procedures with appropriate written control measures.
- 3.24.2 All Phase I deliverables shall require prior review and approval of the County, and all Phase I deliverables shall be completed and ready for implementation not more than three months after Notice to Proceed is issued. The County may not unreasonably withhold approval of these deliverables and may extend their delivery date if deemed by the County to be appropriate.
- 3.24.3 Prior to starting service during Phase II, the Contractor shall provide the following service deliverables:
  - 3.24.3.1 All marketing materials and services necessary to market *TheBus*.
  - 3.24.3.2 A staging plan to accept any new County transit revenue vehicles, train contractor personnel in their use and introduce them into service.
  - 3.24.3.3 Final driver and vehicle schedules, block assignments, and run cuts necessary for operation of *TheBus*.
  - 3.24.3.4 Modification, as necessary for safe and efficient operation, to any Phase I deliverables resulting from the continued operation of *TheBus* services under Phase II.
  - 3.24.3.5 Facility upkeep and cleaning proposal.

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- 3.24.3.6 Modifications to all Phase I and Phase II deliverables as necessary for the safe and efficient operation of *TheBus* services.
- 3.24.4 All Phase II deliverables shall require prior review and approval of the County and shall be complete and ready for implementation within three months of the Phase II service start date. The County may not unreasonably withhold approval of these deliverables and may extend their delivery date if deemed by the County to be appropriate.
- 3.24.5 During the conduct of work under Phase II, the Contractor shall provide the following minimum services and products:
  - 3.24.5.1 All maintenance and upkeep of *TheBus* transit revenue vehicles and ancillary equipment (both existing systems and new systems not enumerated).
  - 3.24.5.2 Safe, reliable and efficient operation of *TheBus* services.
  - 3.24.5.3 Periodic and as needed reports and records assessing the performance of and reporting on the *TheBus*.
  - 3.24.5.4 Marketing, revenue, and information management services as described herein.
  - 3.24.5.5 Overall daily management of the *TheBus* and its personnel.
  - 3.24.5.6 Installation of required new fareboxes and revenue equipment and training of staff in their use.
  - 3.24.5.7 General consultation on and specific recommendations for improving the operation, procedures, maintenance, or other aspects of *TheBus*.
- 3.24.6 The conduct of all work or services provided shall be in conformance with this RFP and all local, State and Federal laws and regulations affecting or controlling *TheBus*.
- 3.24.7 During all phases, the Contractor shall meet and coordinate with the County as frequently as required by the County or as needed by the Contractor to implement and operate *TheBus*. The Contractor shall also be available for meetings in public session with the County Council and County Executive as well as other local agencies, municipalities, or civic groups or organizations on an as needed basis as determined by the County staff.



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### VEOLIA BUS SERVICES AGREEMENT WORK PROGRAM PROVISIONS September 28, 2009

#### **3.25**    **TERM OF CONTRACT**

- 3.25.1    The term of the Contract shall be for five full fiscal years. A fiscal year shall be defined as the 12-month budget cycle the County operates on which runs from July 1 to June 30. The Contract period shall include Phase I (from the date of Notice to Proceed until July 1, 2007) which is the transition period for the Contractor to take over existing *TheBus* services and Phase II which is composed of the operation by the Contractor of existing and any new *TheBus* services.
- 3.25.2    The County reserves the right to add or delete units of bus service to this Contract as defined below. Units of bus service shall be measured in revenue service hours or miles at the County's discretion. Phase II revenue service hours and miles as provided in Attachment 7 are considered the base level of *TheBus* service for this Contract, and the final revenue service hours and miles to be operated by the Contractor during the first fiscal year (or portion thereof) of Phase II will not vary by plus or minus ten percent of the amount provided in Attachment 7. During each subsequent fiscal year of Phase II, the County may increase by 25% or decrease by ten percent the annual total number of revenue service hours and miles the Contractor provided at the end of the prior fiscal year.
- 3.25.3    The unit of measure for providing *TheBus* services under this Contract shall be Revenue Service Hours. Revenue Service Hours shall be composed of base Revenue Service Hours and other Revenue Service Hours. Base and Other Revenue Service Hours shall be further classified and defined for billing and contract purposes as follows:
- 3.25.3.1    Base Revenue Service Hours is composed of:
- a.    Base Weekday: *TheBus* revenue service hours for weekday service from 5:00 a.m. to 9:00 p.m., Monday through Friday.
- 3.25.3.2    Other Revenue Service Hours is composed of any combination of:
- a.    Variable: *TheBus* revenue service hours necessary to meet the service requirements of Sections 3.15 of this RFP.
  - b.    Evening: *TheBus* revenue service hours for weekday service from 9:00 p.m. to 5:00 a.m.

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- c. Weekend: *TheBus* revenue service hours for weekend service from 6:00 a.m. to midnight on Saturday and/or Sunday.
- 3.25.4 The number of annual Revenue Service Hours shall be set by the County thirty (30) calendar days prior to the start of Phase II and each fiscal year of service. These hours will be detailed in the Schedule of Operations provided by the County to the Contractor as provided for in Section 3.11 of this RFP. Additionally, upon provision of such notice as provided for in this RFP, the County reserves the right to add or delete revenue service hours at any time during a fiscal year up to the limits provided for in Section 3.25.2.
- 3.25.5 The Contractor shall add no base or other *TheBus* revenue service hours of service without prior written County approval except for those Variable Revenue Services Hours required as necessary to meet the service requirements of Section 3.15 of this RFP. Contractor shall not be paid for unapproved revenue service hours they operate nor shall the Contractor be paid for County authorized revenue service hours they fail to provide. Further, any revenue service hours that the Contractor fails to provide shall not be used to calculate the ten percent decrease in revenue service hours the County may elect to utilize under Section 3.25.2.
- 3.25.6 Provision is made in this RFP for the payment of direct charges for various items or services to be provided by the Contractor upon County approval. Should Contractor costs be incurred for such items or services, the Contractor will submit a separate invoice monthly for each direct charge to be paid by the County on an itemized invoice basis which will be added to the monthly revenue service hour invoice.
- 3.25.7 The Contractor shall be prepared to add or delete any base or other revenue hour(s) of service as directed by the County so long as the addition or deletion of service can be accommodated with existing assigned transit revenue service vehicles and falls within the limitations imposed by Section 3.25.2. Should the base and/or other revenue service hour changes requested by the County exceed the limits provided for in Section 3.25.2, but can be accommodated with existing or new transit revenue service vehicles, then the Contractor and the County shall meet to mutually resolve the request for service and/or negotiate a mutually agreeable revenue service hour rate for only those revenue service hours exceeding the limits of Section 3.25.2.
- 3.25.8 The Contractor agrees that it will not withhold preparing or planning for and will implement any services requested by the County under Section 3.25.7 above while a revised revenue service hour rate is being negotiated.

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### VEOLIA BUS SERVICES AGREEMENT WORK PROGRAM PROVISIONS September 28, 2009

- 3.25.9 The County may extend *TheBus* services provided by the Contractor under Phase II of the Contract for two one-year renewal periods. Compensation related to such an option renewal shall be determined through negotiations between the County and the Contractor.
- 3.25.10 Notwithstanding Section 3.25.9 above, Prince George's County reserves the right to terminate the Contract upon the completion of the initial five-year term of the Contract for *TheBus* services under Phase II.
- 3.25.11 It is mutually understood and agreed that all *TheBus* services performed and work provided under the exercised options shall be in strict compliance with all of the requirements of this RFP as such may be amended from time to time by mutual agreement.
- 3.25.12 It is mutually understood and agreed that the County is under no obligation whatsoever to exercise the option terms and that no representations have been made by the County committing it to such exercise of the option terms.
- 3.25.13 Notwithstanding any other provisions of this RFP, continued performance of all phases of this RFP is conditioned on the availability of funding. The multi-year Contract may be continued only after funding appropriations and program approvals have been granted by Prince George's County and the State of Maryland. If such funding and approvals are not granted or if no funds remain for performance, then the affected portions of this multi-year Contract are terminated.
- 3.25.14 In the event of a strike by employees of the Contractor that causes a disruption in the provision of *TheBus* services as outlined in this RFP, the County may, at its discretion, terminate the Contract without penalty.
- 3.25.15 If the Contractor fails to fulfill its obligations under this Contract properly and on time or otherwise violates any provision of the Contract, the County may terminate the Contract by written notice to the Contractor. The written notice shall specify the acts or omissions relied on as cause for termination. All services provided by the Contractor shall, at the County's option, become the County's property. The County shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages to deduct from monies due the Contractor on this or other County contracts. Damages may include procurement costs.

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#### **3.26 PAYMENTS**

- 3.26.1 Payment shall be monthly based upon the agreed cost rate for revenue service hours by classification multiplied by the number of revenue service hours, by classification, provided in each month. The rate for revenue service hours will be as agreed to by the parties to the Contract. Within any fiscal year and for the ensuing monthly payments, all revenue service hours provided by the Contractor, including any and all revenue service hours decreased or increased within the limits of Section 3.25.2 or any and all Variable Revenue Service Hours, shall be defined as Base, Evening, or Weekend Revenue Service Hours by the County in accordance with Section 3.25.3 and shall be billed at the appropriate agreed rate by the Contractor. All revenue service hours within a classification shall be billed at the same rate.
- 3.26.2 The Contractor shall submit a detailed cost invoice that indicates, at a minimum, the work completed, revenue hours (by classification) worked per *TheBus* route or function, cost per revenue hour (by classification) of the *TheBus* route or function, and other appropriate data in such form and format as required by the County. Payment to the Contractor by the County shall be made within 30 calendar days after receipt of the monthly invoice and fully completed monthly report. Pursuant to Sections 10A-153 and 10A-154 to the County Code (Subtitle 10A), the County may pay interest in the event that payment against "proper" invoices is not made as prescribed in these sections.
- 3.26.3 Actual monthly payment to the Contractor shall be for the amount invoiced by the Contractor less any liquidated damages incurred by the Contractor as determined by the County and provided for in Section 3.18 and other sections of this RFP. The actual monthly payment will also include adjustments (deductions and/or additions) that are required to be made by the County for incorrect or improper billings by the Contractor.
- 3.26.4 The Contractor is only entitled to payment on a direct charge invoice basis for goods or services rendered as specifically set forth in this RFP. The Contractor shall not invoice the County for any marketing work or service which did not receive the County's prior approval.
- 3.26.5 Any liquidated damages assessed to the Contractor as a result of applicable provisions of this RFP shall reduce the total monthly payment by a like amount. The measuring period for each standard provided in Section 3.18 shall be month to month.

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- 3.26.6 Monthly billing/reports and check and monitoring programs as submitted by the Contractor and approved by the County shall be the basis for determining system performance levels and associated liquidated damages as detailed in Section 3.18 and other applicable sections of this RFP. Prince George's County shall cooperate with the Contractor to fully explore any disputes or concerns regarding the service and performance standards. However, the County shall be responsible for the final determination of conformance with said service and performance standards.
- 3.26.7 The County reserves the right to waive the imposition of any of the liquidated damages described above which may arise from conditions which are beyond the control of the Contractor.
- 3.26.8 If any of the services performed do not conform with the requirements of this RFP, and if not provided for otherwise in this RFP, the County may require the Contractor to correct the performance of the services in accordance with the requirements of this RFP for no additional cost or take corrective action. When the defects in services cannot be corrected by re-performance, the County may require the Contractor to take necessary action to ensure that future performance conforms to the requirements of this RFP.

**VEOLIA BUS CONTRACT NEGOTIATIONS  
REVISED MODIFICATIONS TO LIQUIDATED DAMAGES  
September 28, 2009**

<b>RFP Section No.</b>	<b>Subject Matter</b>	<b>Removed/Revised Liquidated Damages Provision</b>
<b>3.10.16</b>	<b>Maintenance Reports, Schedules, And Information</b>	The Contractor's failure to provide any of the maintenance reports, schedules, and information required throughout Section 3.10 will grant the County the right to secure and/or provide any such information using County forces and/or outside vendor. <del>Any costs associated with such work shall be invoiced to the Contractor in addition to a five percent administrative fee. In addition, the Contractor will be liable for any other relevant liquidated damages that may apply</del>
<b>3.12.2.</b>	<b>Permits, Registrations, And Licenses</b>	The Contractor shall obtain and maintain originals or copies as appropriate, all permits, registrations, and licenses necessary in order to operate each assigned transit revenue vehicle and ancillary equipment under all such applicable laws, rule, regulations, and codes. <del>Failure to comply with the provisions of this section may result in the assessment of liquidated damages (See Section 3.18).</del>
<b>3.12.3</b>	<b>Uniforms</b>	At all times, the Contractor shall be responsible for providing a set of uniforms to each supervisor, mechanic, utility worker and driver to <i>TheBus</i> to be worn by Contractor personnel whenever on duty. The Contractor shall ensure that all their <i>TheBus</i> personnel, including probationary and trainee employees are in uniform when on duty. The County shall review and approve the uniforms provided and any changes to them. In addition, a detailed appearance and behavior code shall be developed by the Contractor and approved by the County which includes disciplinary actions for infractions. <del>Failure to comply with the provisions of this section may result in the assessment of liquidated damages (See Section 3.18).</del>
<b>3.12.4</b>	<b>Safety Program</b>	As part of the proposal, the Contractor shall submit for County review and approval, a comprehensive Safety Program ... This procedure shall define accident/incidents and procedures for handling them. In all personal incident cases, the County must be notified immediately. In all other incident/accident situations, the Contractor shall notify the County of same within three hours of occurrence with a full incident/accident report due to the County within 24 hours of occurrence. The Prince George's County Police must be called to scene of any accident. All vehicles and staff must remain at the scene until released by a County staff. Contractor supervisory and/or management staff shall always respond to the scene of an accident/incident to resolve same, ensure public safety, and resume normal operations ASAP. The Contractor's staff shall never discuss the mechanical condition of equipment or fault for accidents with persons other than the Contractor or designated County officials as defined in the accident/incident procedure. <del>Failure to comply with the provisions of this section may result in the assessment of liquidated damages (See Section 3.18)</del>

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3.12.5	Use of Transit Revenue Vehicle	<p>Unless expressly authorized in writing by the County, the Contractor shall make no use of any assigned transit revenue vehicle other than in connection with those <i>TheBus</i> services required to be performed by the Contractor as part of this RFP. Throughout the term of the Contract, the County will periodically need assigned transit revenue vehicles for County sponsored special trip purposes. Except in emergency situations, the County will always supply the Contractor with a minimum of one calendar day advance notice prior to utilizing any assigned transit revenue vehicles for this purpose. The County will work with the Contractor to ensure no service disruptions occur due to utilization of assigned transit revenue vehicles for this purpose, and the Contractor and the County will meet during Phase I to develop procedures for this purpose and emergencies. During time of declared local, state, region, or national emergencies, the Contractor may and will be required to provide emergency operations which can require a temporary change in normal services. The Contractor and their employees will be required to provide said services and will be compensated for same as provided for in this RFP. <del>Failure to comply with the provisions of this section may result in the assessment of liquidated damages (See Section 3.18).</del></p>
3.12.6	Routes And Schedules	<p>No employee of the Contractor operating <i>TheBus</i> revenue service vehicles shall deviate from the established routes and schedules as contained in the current Schedule of Operations, except in the case of emergency street closures where emergency street closure is defined as road or street closures of any kind where the Contractor did not receive prior notice from the County. In these cases, the Contractor will be authorized to reroute any affected <i>TheBus</i> services so as to minimize service disruptions without securing prior County approval. In all other cases, the Contractor will need the prior approval of the County in order to initiate a deviation from the established Schedule of Operations for <i>TheBus</i> services. <del>Failure to comply with the provisions of this section may result in the assessment of liquidated damages (See Section 3.18).</del> County authorized deviations or emergency route deviations shall not be used in calculating the Contractor's compliance with the applicable service standards of Section 3.18 of this RFP.</p>
3.12.7	Speeding, Violating Traffic Control Devices (Red Lights), Or Driving Recklessly	<p>Contractor drivers and employees observed by the County, other enforcement agencies, or Contractor personnel to be speeding, violating traffic control devices (red lights), or driving recklessly in <i>TheBus</i> transit revenue vehicles shall be subject to appropriate discipline as proposed by the Contractor and payment of assessed fines and/or fees. The Contractor shall establish procedures for imposing said discipline. Should a Contractor driver or employee, while operating <i>TheBus</i> be issued a citation by a law enforcement officer or agency resulting in a fine, this fine shall be paid and resolved immediately and may be in addition to any Contractor imposed disciplinary action. In addition, the Contractor will be required to pay any relevant fines in the event that a Contractor employee fails to or refuses to do so within the time frames stipulated by the assessing agency. Failure to meet the standards of Section 3.18 could result in the assessment of liquidated damages.</p>

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3.12.8	Drug and Alcohol Testing	<p>Under this RFP, the Contractor shall be responsible for ensuring full compliance with regulations as required by the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA), and the Maryland Department of Transportation (MDOT) regarding drug and alcohol testing for safety sensitive employees and will be required to provide a Substance Abuse Policy and certification of such compliance to the County and any other agencies as required by law. The Contractor is responsible for any and all drug and/or alcohol testing and resulting discipline and/or employee counseling imposed as a result of positive employee test results. The Contractor must submit a copy of their Substance Abuse Policy to the County during Phase I and of changes that occur thereafter. <u>Failure to comply with the provisions of this section can result in the assessment of liquidated damages (See Section 3.17). Contractor's failure to provide annual certification of compliance with regulations may result in the assessment of liquidated damages.</u></p>
3.12.9	Destination Sign Readings	<p>The Contractor will maintain, adjust, and revise destination sign readings on assigned transit revenue vehicles as directed by the County or as required for the provision of efficient and effective <i>TheBus</i> services. The County will provide the Contractor with a listing of destination sign route and service headings as part of the Schedule of Operations. The Contractor will be responsible for programming and coding all designations and/or service headings. Additionally, the Contractor must maintain, at all times during the Contract, professionally produced window placards that will be placed in the windshield and side windows of transit revenue vehicles which lack operable destination signs and/or roller curtains. Window placards shall note route designation as provided and approved by the County. <u>Failure to comply with the provisions of this section may result in the assessment of liquidated damages (see Section 3.17).</u></p>
3.13.18	Customer Service And Marketing	<p>Customer Service and Marketing ... The Contractor will be required to comply with all provisions of Sections 3.13.5 to 3.13.17, inclusive, as modified and further defined in the approved Customer Service Policy. All costs associated with Contractor compliance with Sections 3.13.5 to 3.13.17, inclusive, shall be incorporated as part of the Contractor's hourly rate. <u>The Contractor's failure to comply can result in the assessment of liquidated damages per Section 3.18.</u></p>
3.14.4	Record-Keeping System	<p>The Contractor shall maintain a detailed record-keeping system, which accounts for and audits fare receipts and fare media and which meets specifications jointly developed by the Contractor and County during Phase I. The Contractor shall provide the County with each deposit summary by vault or cashbox of fares collected, all registering farebox tapes and reports, and all armored car and bank deposit slips prepared on a daily basis and shall transmit all this information and/or data to the County by close of business Tuesday following the end of the prior week. The Contractor shall also maintain complete and accurate record of any farebox malfunction or incident involving TheBus fare or revenue equipment or procedures. <u>Contractor's failure to comply with the record-keeping requirements of this section shall result in assessment of liquidated damages (See Section 3.18).</u></p>



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3.16.10	<b>General Manager With Designated Hours</b>	<p>The Contractor shall designate a General Manager with designated hours, Maintenance Manager, Assistant General Manager(s), and Assistant Maintenance Manager(s) who shall oversee the proper operation of assigned <i>TheBus</i> services, upon approval of the County. There shall be General Manager and/or Assistant General Manager and/or Operations Manager at the facility during all hours that the Contractor has staff in the facility. A violation of the requirement to have a General Manager or Assistant General Manager or Operations Manager at the facility during all hours that the Contractor has staff in the facility may result in the assessment of liquidated damages. A Maintenance Manager and/or Assistant Maintenance Manager shall be present at all times that the Contractor has maintenance staff working at the facility. All staff designated above shall be assigned hours of work, provided to the County. Due to the critical role occupied by these positions, it is required that these persons be identified and that a detailed resume be provided as part of the Contractor's bid and at any phase of this RFP should the incumbents change. The County reserves the right to request the removal of these Managers from assignment to <i>TheBus</i> at its discretion during any phase. Once approved by the County, the Contractor's designated General Manager(s) must remain with this project/Contract for at least six months. However, this requirement will be waived in the case of death, severe injury, resignation, at the request of the County for removal from this project, or termination from the Contractor's employment of the affected employee. <del>Violation of this section by the Contractor can be cause for termination of the Contract and/or assessment of liquidated damages to the Contractor by the County.</del></p>
3.16.13	<b>Contractor Strike Plan</b>	<p>As part of the proposal, and updated annually thereafter in Phase II, the Contractor shall provide to the County for its approval, a Contractor Strike Plan which shall detail the Contractor's plans and actions that it will take to maintain <i>TheBus</i> service in the event of an employee work stoppage, strike, or job action. <del>Contractor failure to meet the requirements specified in this Section 3.16 could result in the assessment of liquidated damages (See Section 3.18).</del></p>
3.18.8	<b>Maintenance Monitoring Systems</b>	<p>The Contractor is to develop a monitoring and reporting system which will show the daily status of the components and vehicles specified in this section. Said system shall be for vehicles used in revenue service or available for service and will incorporate results of Contractor's pre and post revenue service vehicle inspections. This system will also incorporate results of inspections done by County personnel. A report will be submitted to the County weekly. <del>The Contractor will be subjected to daily liquidated damages for each vehicle (by component and/or standard) which does not have an operating component or does not meet the standards as required in this section.</del></p>

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<b>RFP Section No.</b>	<b>Subject Matter</b>	<b>Removed/Revised Liquidated Damages Provision</b>
<b>3.18.9</b>	<b>Maintenance Correction Citations</b>	The County will also conduct random and routine vehicle and service inspections and verifications of patron complaints to ensure compliance with the standards of Sections 3.18.1 through 3.18.7 (inclusive). The County will issue "correction citations" to the Contractor for vehicles found not to meet the relevant standard through random and routine vehicle inspection or verification of patron complaints. <del>The Contractor will be subject to daily liquidated damages for every correction citation issued on a monthly basis. An separate and additional assessment for liquidated damages shall also be made for the Contractor's failure to service, schedule for repair or service or repair within seven calendar days any vehicle receiving a correction citation.</del>
<b>3.18.20</b>	<b>Other Contract Correction Citations</b>	Throughout this Contract, policies and procedures are enumerated by the County for Routes and Schedules, Standard Operating Procedures, Customer Service, Specialized Transportation, and Personnel Management, for which the Contractor is always expected to be in full compliance. Either through County inspection or investigation, customer complaint or Contractor report, it may be found that the Contractor was not in compliance with these policies and procedures. When this occurs, the County will issue a correction citation to the Contractor requiring the Contractor to correct the violation and will assess liquidated damages. During Phase I, the Contractor will develop a schedule of policy / procedural standards for County approval. At a minimum, these policies / procedures will include: ... (itemized list omitted)
<b>3.18.26.1</b>	<b>Vehicle Cleaning</b>	<u>The Contractor's current hourly base rate multiplied by the number of vehicles that do not receive interior and exterior cleaning for more than 7 days not cleaned in accordance with the standards identified in this section.</u>
<b>3.18.26.3</b>	<b>Vehicle Maintenance</b>	The Contractor's current hourly base rate multiplied by the number of PM's not performed and the number of vehicles not available for daily service above the 20% standard of Section 3.18.7. The Contractor's current hourly base rate multiplied by the number of maintenance correction citations issued for the month that are not serviced, repaired, or scheduled to be serviced or repaired within seven calendar days of Contractor's receipt of such maintenance correction citations per standard of Section 3.18.9.
<b>3.18.26.6</b>	<b>Overcrowding:</b>	<u>The Contractor's current hourly rate multiplied by the number of overcrowding incidents not relieved in accordance with Section 3.18.14 daily.</u>
<b>3.18.26.8</b>	<b>Speeding Citations</b>	<u>3.18.26.8 Speeding Citations: Two times the Contractor's current hourly base rate multiplied by each speeding citation that exceeds the standard of one citation for all routes per month or more than 12 citations in a fiscal year. The rate will be doubled should the Contractor experience more than four speeding citations for all routes per month or more than 24 speeding citations in a fiscal year per Section 3.18.14. The Contractor will be charged one times the current hourly base rate for each citation not properly responded to in the time frame specified (seven calendar days)</u>

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<b>RFP Section No.</b>	<b>Subject Matter</b>	<b>Removed/Revised Liquidated Damages Provision</b>
<b>3.18.26.9</b>	<b>Accidents</b>	<p><del>A. Two times the Contractor's current hourly rate for each accident that is more than a ten percent increase in accidents from the previous fiscal year.</del></p> <p><del>B. Two times the Contractor's current hourly rate for each accident that is more than ten percent of accidents classified as serious.</del></p> <p><del>C. Two times the Contractor's current hourly rate for each accident greater than four accidents per 100,000 revenue miles.</del></p> <p><del>D. Ten times the Contractor's current hourly rate for each accident at the transit property.</del></p>
<b>3.18.26.12</b>	<b>Late or Incomplete Reports</b>	<p><del>One times the Contractor's current hourly base rate multiplied by each late report and one times the Contractor's current hourly base rate multiplied by each report submitted incomplete or required major corrections per Section 3.18.18.</del></p>
<b>3.18.26.14</b>	<b>Other Correction Citations</b>	<p><del>Other Correction Citations: One times the Contractor's current hourly base rate multiplied by any violations of Section 3.18.20. County e-mails, letters, reports, inspection results, and verified citizen complaints documenting an infraction or violation of the standard shall all serve as correction citations</del></p>
<b>3.18.26.15</b>	<b>Extra Board</b>	<p><del>If the Contractor fails to make pull-out as scheduled, liquidated damages shall be assessed for extra-board positions that result in a scheduled trip not being performed on time. Extra-board shortages shall be assessed at two times the Contractor's current hourly base rate multiplied by the number of positions short. Liquidated damages shall be assessed each time the absence of an extra board results in a scheduled trip not being performed. Such assessment shall be two times the Contractor's current hourly base rate multiplied by the number of positions short.</del></p>
<b>3.18.26.16</b>	<b>Body Damage</b>	<p><del>A. One times the Contractor's current hourly rate multiplied by each day, for each vehicle, the Contractor fails to supply the required damage estimates and information required in Section 3.18.21.1.b.</del></p> <p><del>A. The Contractor's failure to repair minor body damage, per Section 3.18.21.2, in the time frame specified, shall result in the County withholding \$5,000.00 per repair incident until the vehicle is repaired.</del></p> <p><del>and assessment of \$500.00 in liquidated damages.</del></p> <p><del>B. The Contractor's failure to repair major body damage, per Section 3.18.21.3, in the time frame specified, shall result in the County withholding \$50,000.00 per repair incident until the vehicle is repaired.</del></p> <p><del>d. Two times the Contractor's current hourly base rate multiplied by the number of vehicles found by the County in need of repair per Section 3.18.21.4 shall be assessed as liquidated damages.</del></p> <p><del>C. The Contractor shall be notified in writing and by digital picture of any vehicle not meeting this standard.</del></p>

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<b>3.18.26.18</b>	<b>Deliverables:</b>	The Contractor shall be assessed \$1,000.00 per deliverable that is not submitted on time, in the complete and proper format, as liquidated damages. Liquidated damages for Phase I deliverables shall be charged against the Contractor's first monthly payment in Phase II.
<b>3.19.2</b>	<b>Residency</b>	<p><u>Residency of Contractor Employees</u></p> <p><u>Liquidated Damages</u></p> <p>If at least 75% are County residents \$ 0</p> <p>If 65% - 74% are County residents \$ 6,000</p> <p>If 55% - 64% are County residents \$12,000</p> <p>If 45% - 54% are County residents \$18,000</p> <p>If 35% - 44% are County residents \$24,000</p> <p>If 34% or less are County residents \$30,000</p>
<b>3.21.1</b>	<b>Weekly, Monthly, And Cumulative Reports</b>	<p>The Contractor shall provide weekly, monthly, and cumulative reports to the County concurrent with submission of monthly invoices. Generally, these reports shall provide supporting information for invoice requests in addition to other information on the operation of the <i>TheBus</i> Services. Liquidated damages may be assessed if any of the reports required in this Section 3.21 are not submitted on time or if they are submitted incomplete and/or with errors within 5 business days of the County's notification to Contractor that such report is late.</p>
<b>3.22.18</b>	<b>Total Loss</b>	<p>In the event or an accident or other claim rendering a transit revenue vehicle owned by the County a total loss, the Contractor shall be responsible for ensuring that the County receives the actual cash value or full replacement value (as appropriate to the claim) of the vehicle within 95 calendar days of the loss. Actual cash value shall be based upon three independent appraisals obtained by the Contractor and approved by the County. Should the County not receive such settlement within the provided time frame, then the Contractor shall recognize and accept the County's right to assess liquidated damages to the Contractor equal to the appropriate settlement amount. Further, in any case of a County owned transit revenue vehicle being declared a total loss, and the County's acceptance of any settlement, the Contractor shall recognize the County's continued right of ownership of the physical asset (the totaled vehicle) and disposal of same as the County deems appropriate.</p>

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3.22.19	County Receives A Copy Of The Estimate, Repair Bills And Any Insurance Settlements	In the event of an accident or other claim involving a transit revenue vehicle owned or leased by the County having body damage, the Contractor will be responsible for ensuring that the County receives a copy of the estimate, repair bills and any insurance settlements obtained by the Contractor within in 30 calendar days of the incident/accident. Should the County not receive such documents within the provided time frame, then the Contractor shall recognize and accept the County's right to <del>assess liquidated damages to the Contractor and</del> perform the needed estimates and repairs and bill the Contractor for the expense.
3.26.8	Services Performed	If any of the services performed do not conform with the requirements of this RFP, and if not provided for otherwise in this RFP, the County may require the Contractor to correct the performance of the services in accordance with the requirements of this RFP for no additional cost or take corrective action. When the defects in services cannot be corrected by re-performance, the County may <del>(1)</del> require the Contractor to take necessary action to ensure that future performance conforms to requirements of this RFP; <del>and/or (2) assess liquidated damages to reflect the reduced value of the services performed.</del>

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RFP Section No.	Subject Matter	Removed/Revised Liquidated Damages Provision
2.4.3	Bond	<del>Contractor failure to provide said bond by the due date in each ensuing fiscal year shall result in the County's assessment of liquidated damages to the Contractor equal to the amount of the bond.</del>
3.7.2	Facility Repair and Maintenance	The Contractor shall not be charged for use of facility utilities or for normal facility repair and maintenance; except that the Contractor will pay for the repair of all damages to the facility or grounds caused by Contractor and/or subcontractor personnel and/or operations, excluding ordinary wear and tear. As agreed to by the County and the Contractor, such repair cost will be deducted from the Contractor's monthly payment or the Contractor shall make such repairs at its expense as liquidated damages. The Contractor will be responsible for providing janitorial services and maintaining the facility in a broom swept condition day-to-day upkeep and policing of assigned areas and grounds.
3.9.7	Inventories	The inventories cited in 3.9.6 above shall be maintained by the Contractor throughout the term of this Contract in automated and manual form approved by the County ... Any missing equipment or equipment losses not due to normal wear and tear shall result in liquidated damages assessed against the Contractor equal to the new replacement paying for the depreciated value of the lost equipment.
3.10.4	Inspections	<del>Failure to coordinate inspections shall result in the assessment of liquidated damages.</del>
3.10.5	Warranty	Contractor failure to initiate warranty work within <del>three</del> five (5) calendar days after written notification from the County, shall allow the County the right to conduct any such warranty repair work with vendor(s) of the County's choosing and invoice the Contractor for the costs of such repairs including the assessment of a five percent administrative fee added to the repair costs. Should the County elect to use this option, the costs of repairs and the administrative fee will be deducted from current monies owed the Contractor as liquidated damages. <del>In addition, the Contractor will be liable for any other relevant liquidated damage assessments that may apply or the Contractor may pay the warranty costs directly.</del>
3.10.15	Maintenance Work	The Contractor's failure to provide any maintenance work, for any reason, as specified throughout Section 3.10, will grant the right to the County to have any and all repairs performed by a company of the County's choosing and subsequently invoice the Contractor for the cost of repairs and a five percent administrative fee. This amount will be deducted as liquidated damage assessment from current monies owed to the Contractor or the Contractor may pay the warranty costs directly.
3.10.17	Maintenance And/Or Repairs	The Contractor's failure to perform maintenance and/or repairs on assigned transit revenue vehicles and ancillary equipment, provide and adhere to an annual PM Program, and provide record-keeping of such maintenance/repairs as specified in Section 3.10 shall be cause for the County's assessment of liquidated damages to the Contractor (See Section 3.18) and/or termination of the Contract as per the provisions outlined in the General Conditions and Instructions to Bidders and the ensuing Contract as provided for in this RFP.

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3.14.3	Inventory	The Contractor shall at all times maintain proper and rigorous inventory control, access to, and security of the assigned fareboxes and associated revenue collection equipment; shall be responsible for providing security of <i>TheBus</i> revenues at the transit facility; and shall be responsible for maintaining the integrity of the revenue collection counting and deposit processes. The revenue security measures employed by the Contractor must conform to sound, transit-industry accepted farebox revenue security measures. The Contractor shall be responsible for the loss of any <i>TheBus</i> revenues or fare media due to theft, oversight, or <del>miscounting loss</del> . Upon verification of any such loss by the County, where verification shall mean completion of a Prince George's County Police or DPW&T theft, loss, collection, or variance report, the amount of any such loss shall be deducted from the Contractor's next monthly payment as <del>liquidated damages</del> or may be paid directly from the Contractor to the County.
3.14.8	Loss Fare Revenues	The Contractor shall be responsible for the loss of any <i>TheBus</i> revenues or fare media due to Contractor failure to properly charge for any fare, farebox failure, miscounting, improper deposits, and/or farebox variances above acceptable levels. Upon verification of such loss by the County, the amount of such loss shall be deducted from the Contractor's next monthly payment as <del>liquidated damages</del> or may be paid directly from the Contractor to the County.
3.15.1	Wheelchair Lift	All of the assigned transit revenue vehicles provided by the County under this RFP shall be wheelchair list equipped and fully accessible in accordance with the Americans with Disabilities Act (ADA). As a minimum, the Contractor will be required to fully train all drivers in the proper use of the specialized equipment on the assigned transit revenue vehicles, in dealing with disabled patrons, and in making stop announcements. The Contractor will be required to provide their ADA training program to the County for approval and will document their ADA driver training efforts. The Contractor is required to cycle all wheelchair lifts daily and shall inspect and repair all wheelchair lifts on a daily basis. The Contractor shall provide a copy of their ADA compliance procedures as part of the proposal. Final County review and approval will be provided during Phase I. <del>Liquidated damages will be assessed for Contractor's non-compliance with any terms of this section (See Section 3.18).</del>
3.18.26.2	Vehicle Components	The Contractor's current hourly base rate multiplied by the number of in-service vehicle components found to be not working or inoperable in accordance with the standards identified this section.
3.18.26.4	On-Time Trips	The Contractor's current hourly base rate multiplied by the number of the <i>TheBus</i> trips classified as not "on-time" which fall below 90% <del>eighty percent</del> (80%) daily in accordance with the standard in Section 3.18.11.
3.18.26.5	Missed Trips	The Contractor's current hourly base rate multiplied by the number of <i>TheBus</i> service trips classified as missed which fall below 99% as measured and calculated daily in accordance with the standard in Section 3.18.12.

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<b>RFP Section No.</b>	<b>Subject Matter</b>	<b>Removed/Revised Liquidated Damages Provision</b>
<b>3.18.26.10</b>	<b>Quarterly Inspections</b>	<del>Ten times the Contractor's current hourly base rate for failure to coordinate and/or schedule inspections with third party vendors when requested by the County.</del>
<b>3.18.26.11</b>	<b>Red Light Violations And Aggressive Driving Citations:</b>	<del>Two times the Contractor's current hourly base rate multiplied by each violation or notice received under Section 3.16.16 that exceeds the standard of one citation for all routes per month or more than 12 citations in a fiscal year. This rate will double should the Contractor experience more than four such citations per month or more than 24 citations in a fiscal year. The Contractor will be charged one times the current hourly base rate for each citation not properly responded to in the time frame specified (seven calendar days).</del>
<b>3.18.26.13</b>	<b>Strategic Vehicles</b>	<del>Strategic Vehicles: One times the Contractor's current hourly rate for each AM period or PM period during which three strategic vehicles are not deployed.</del>
<b>3.18.26.17</b>	<b>ASE Certification</b>	<del>Five times the Contractor's current hourly base rate shall be assessed as liquidated damages for the Contractor's failure to meet the standards of Section 3.18.20.</del>



## **Assumptions for Pricing Model Submission- April 27, 2009**

This document lists the underlying assumptions in Veolia Transportation's Prince George's County (the County) pricing. The assumptions are based on a series of presentations and negotiations between Veolia and County staff and reflect the current desire to expand upon the current contract to achieve greater service quality and reliability. The assumptions that follow are the basis of the proposed price and any change may result in a revised revenue rate reflecting the impact of a change. All references to "year" herein refer to contract year.

### **1. Contract Start Date and Terms**

- Start Date: July 1, 2009
- Five year base contract, with three option periods. Option 1: Two years; Option 2: Two years; Option 3: One Year for a total potential contract period of ten years. Prices will be negotiated thirty days prior to each new contract year.
- Veolia proposes to adjust Year 2 through Year 5 price by increasing the Year 1 revenue hour rate each year on July 1<sup>st</sup>. The increases shall be equal to a minimum of 3% or a maximum of 4% based on the Baltimore, Washington CPI, excluding union wages and benefits should they be paid by the County as a direct charge.

### **2. Vehicles**

- Cost assumptions are based on the following fleet replacement schedule: Eight (8) new Gillig buses placed in revenue service no later than April 30, 2010, Twenty-two (22) additional new Gillig buses in revenue service no later than September 30, 2010, and the final ten (10) new Gillig buses by December 30, 2010, zero (0) in 2011, 2012, and 2013 respectively for a total of forty (40) new buses over the term of the base contract period. (See attachment A)
- Veolia's hourly revenue rate will be adjusted to reflect the added costs of operation if the Gillig buses identified in attachment A are not in revenue service by the following dates: eight (8) April 30, 2010, twenty-two (22) September 30, 2010 and ten (10) December 31, 2010.
- Any change to the fleet mix (See Attached A) will be mutually agreed upon by Veolia and the County prior to the retiring or adding of buses.
- The contractual revenue hour rate is exclusive of any bus financing. If the County chooses to finance any vehicles through Veolia, the County will be charged a fixed rate per month in addition to the contracted revenue hour rate

- If buses are financed through Veolia, (either by Veolia purchase or third party lease) any unpaid financing balance will be paid by the County to Veolia at the conclusion of the financing term or the date Veolia ceases to be the operator of the transit service (whichever occurs first) and ownership of the buses shall be transferred to the County at that time. Use of all buses will be at the sole discretion and control of the County. All fleet insurance will be provided through Veolia and not separately arranged or provided by the County.
- In the event that the County chooses to finance any vehicles through Veolia, liquidated damages will be waived for the entire duration of the contract including option years.
- The salaries, plus fringe benefits of two (2) mechanics that were a budgeted reduction (current staffing verses budgeted RFP staffing), shall be billed as a direct charge to the County from the inception of the contract until the eighth (8<sup>th</sup>) new Gillig bus is placed in revenue service.
- Until such time that the 40<sup>th</sup> new bus arrives and is placed into revenue service the County shall waive all liquidated damages.
- Veolia has reworked its rate to accommodate the County's proposed delivery schedule of the 40 new Gillig buses that shall be delivered into the revenue fleet. If at any point the County's proposed "in revenue service dates" (eight (8) April 30, 2010, twenty-two (22) September 30, 2010 and ten (10) December 31, 2010) are not met, the County shall be responsible for the following costs to be paid as direct charges:
- Towing costs associated with all non-Gillig buses, excluding accident damage shall be paid as a direct charge should the County not meet the "in revenue service date" at any of the three agreed upon dates, (eight (8) bus, April 30, 2010, twenty-two (22)buses, September 30, 2010 and ten (10) buses, December 31, 2010).
- All repair costs associated with the non-Gillig fleet, excluding preventative maintenance, accident damage and any warranty related expenses shall be paid as a direct charge should the County not meet at any of the three agreed upon "in revenue service dates," eight (8) April 30, 2010, twenty-two (22) September 30, 2010 and ten (10) December 31, 2010).

### **3. Revenue Hours**

- Pricing is based on 198,000 annual scheduled revenue hours. Veolia's price is valid for - 10%/+25 deviation from the annual 198,000 scheduled "like service" hours. In any year in which the number of base scheduled hours falls below 178,200 or exceeds 237,600, Veolia will propose and the County will negotiate an adjusted revenue hour rate reflecting the financial impact of not meeting or exceeding the base revenue hours.
- The current service runs Monday through Friday from 5am to 9pm. Veolia has based its assumptions on "like" service. Any service outside of this scope will lead to a modification of Veolia's rate based on the request for modified service.

#### **4. Union Wages and Benefits**

- The current price submission was built on the current union agreement in effect through July 1, 2010. Future wages and benefits assumptions beyond the published union contract end date are not included in the proposed revenue rate submission or the yearly rate increase.
- Wage and Benefit increase for the union agreement beyond July 1, 2010 shall be added into the revenue hour rate or billed as direct charges as defined in Amendment 4 of the current contract, number 3, Union Contract Rate Increase.
- Step increases are applied each year in the pricing model. They are not inflated in the pricing model by COLA/CPI
- COLA/CPI is not applied to union wages in the pricing model. Step increase as explained are applied in each year of the pricing model. This cost was defined in "inflation and other" in each of the slide presentations
- Our pricing model assumes COLA/CPI is paid by the County if a future union agreement allows for the increase
- The Teamsters supply all health benefits to the union employees and this cost is not controlled by Veolia. The pension increase is an assumption based on ongoing Union/Management meetings that occur on a regular basis.
- Future wage and benefit assumptions were created by reviewing the wage progressions of the previous and current Agreement. Reasonable assumptions in the increase of health costs were measured by market rates and trend history supplied by the Teamsters.
- At the County's request, Veolia shall inform the County of the status of any future Union negotiations as it relates to the wage and benefits package. Veolia shall take into consideration the County's best interest, the economic climate, and market wages when negotiating.

#### **5. Liquidated Damages/Incentives**

- Liquidated damages shall not be assessed until the 1<sup>st</sup> day of the next full calendar month after the 40th new Gillig bus is placed in revenue service.
- Veolia would like to work with the County to perform a route study analysis that can be implemented and review the AVL measurement as it relates to liquidated damage measurements 3.18.26.4, 3.18.26.5, and 3.18.12.2.3 through 18.12.5 and must take exception to these provisions at this time. Veolia has provided documentation to support its position in the current RFP as well.
- Veolia understands that liquidated damages are part of the industry standard. We are expecting that the measurements are achievable; that they are used to improve the quality of service to the community and not to be punitive.

## **6. MBE Program**

- Veolia is under the assumption that its MBE program and compliance was reviewed after its original bid submission on 8/2/07. This program continues to remain the same in the current price negotiations
- Veolia has entered into a relationship with Nissi Group; a Prince George's County based company. Kenneth Gordon, Chief Operators Officer has over twenty years of third party transit senior management experience and has managed MBE programs for First Transit
- The non-union operations group of Veolia Transportation shall become Nissi Group employees (with exception to named management positions and payroll manager) under their wage and benefits programs and payroll.
- Kingsbury Uniform has had an established relationship with Veolia for five years outfitting our professional operators
- Mattocks Career Development and Veolia established a relationship two years ago. Vonzell and his team have placed over thirty temporary to permanent employees with our organization. Vonzell will continue to be instrumental in our recruitment efforts, such as meet and greet opportunities and job fair activities within Prince George's County
- Simon and Simon have a five year relationship at this property. They have produced customer satisfaction surveys and managed the mystery rider program throughout the current contract
- Union printing will fulfill our outside printing needs and all of the re-branding print efforts should the County elect to utilize our resources.
- Oneness Mobility is a current vendor utilized by both the County and Veolia to certify and repair wheelchair lifts on the County fleet.

## **7. Miscellaneous**

- Veolia will continue to use its RTA (Ron Turley and Associates) maintenance software and will provide view only access to the appropriate individuals in the County. A provision to ensure file access beyond the contract will be provided to the County. If mutually desired and agreed by Veolia and the County a new software package may be used during the course of this contract.
- Fleet transition inspection language of the current contract as written in amendment 4, number 2, Fleet Transition Inspection, shall be carried over into the new agreement.
- Payments to Veolia for inventory cost due to fleet retirement as defined in Amendment 4, number 5 to the current contract shall be included in the new agreement.
- Veolia's revenue rate is based on "like" service as defined in Amendment 4, Fiscal Year 2009 Rate increase, all language defining "special projects" shall be carried over into the new agreement.
- In an effort to reduce cost based on the County's request, Veolia intends to use its existing support vehicles in year 1. (Which exceeds the age of support vehicle standard in the RFP) as discussed at our meeting on March 26, 2009.

- Pricing is based on operating like service and service levels as defined above
- Marketing/Re-branding costs are not built into the revenue model rate and shall be invoiced
- Should the bus wash not be working at any time throughout the life of the contract the County shall be responsible to reimburse Veolia through direct charges for any expenses associated with meeting the County's standards of vehicle cleanliness.

## **8. Revisions to Scope of Work**

The County issued the RFP # S06-076 on April 5, 2007. In the twenty four (24) month period since that date, numerous discussions have taken place between Veolia and the County in an attempt to balance cost and services in order to provide that best service possible consistent with County budgetary limitations. While Veolia has revised its pricing in response to the County's requests, the County has not issued a revised Scope of Work that corresponds to the revised Veolia pricing. As part of the development of the final agreement between the County and Veolia, the Scope of Work will need to be mutually reviewed and revised to incorporate the new assumptions upon which Veolia has relied in presenting its revised pricing.

Total buses in service by year and type					
Fleet Replacement Schedule*	Year 1	Year 2	Year 3	Year 4	Year 5
Gillig 2012	0	0	0	0	0
Gillig 2011	0	0	0	0	0
Gillig 2010	0	32	32	32	32
Gillig 2009	8	8	8	8	8
Gillig 2008	12	12	12	12	12
Gillig 2007	13	13	13	13	13
HDX 2006	22	20	20	20	20
SLF Various	38	0	0	0	0
<b>Total Fleet</b>	<b>93</b>	<b>85</b>	<b>85</b>	<b>85</b>	<b>85</b>
<i>Increases in blue; Decreases in red</i>					

Veolia's revenue hour pricing reflects the inserision of new Gillig buses and the retirement of the entire SLF fleet , two HDX's and a decrease in the number of buses in the fleet

8 new low flow Gillig buses are assumed in revenue service no later than April 30, 2010 based on County corespondence dated April 22, 2009

22 new low flow Gillig buses are assumed in revenue service no later than September 30, 2010 based on County corespondence dated April 22, 2009

10 new low floor Gillig buses are assumed in revenue service no later than December 31, 2010 based on County corespondence dated April 22, 2009

# ARC TRANSMITTAL AND CHECKLIST



Requesting Agency  
Contractor 1  
Contractor 2  
Purpose

Department of Public Works & Transportation	Reservation No.
TransDev Services	SAP Vendor No.
Amendment #5 to extend for one year for Contract Bus Services	SAP Vendor No.

ARC Log Number

PO Amount:

If ext/amend - Prior

Construction  
Services

Personal Property  
Real Property

GL Account	Fund Center	Order	WBS Element
511799	1660051000		
\$ -	Max Amt:	LTD Amt	Start Date / /
ARC Log No	Base ARC Log No		Stop Date / /
Call K	MOU - Int		Grant App
Indp Cnslt	MOU - Ext		Grant Awrd
Temp Emp	Use Ag		Subgrant
Debt	Chg Order		Other K

Yes	No	N/A
X		
X		
		X
		X
		X
X		
X		
X		
		X
		X

(Explain all "No" responses in space provided.)

Funding appropriated  
Funding available  
Fiscal funding clause (agreements covering more than one fiscal year or w/incremental funding).  
Financial audit or other reporting requirements  
Referenced attachments provided, esp. project budget  
One original and four legible photocopies (minimum)  
Signature tabs  
Original signature of agency head (Review and Approval), contractor and witness  
RFP - If yes, give RFP No:

Approved  
Administrative Review  
Committee 4/30/19  
Date

Date of required pre-authorizations - attached  
Office of Law / / Finance/Risk Mgmt.  
DCAO / / Purchasing Agent  
Sole Srce / / OHRM Director

Other	ERC	COMS
/ /	/ /	/ /
/ /	/ /	/ /
/ /	/ /	/ /

Grant profile - attached (Pending update of Administrative Procedure 315)  
Independent contractor checklist - attached  
Construction (CIP) checklist - attached  
Corporate acknowledgement  
Vendor assurances - attached

Oath and certification (PGC 701)  
FLSA compliance (PGC 4318)

Affirmation  
Owner (PGC 3962)

Performance bond \$  
Indemnification clauses

Labor and materialmen bond \$

Current insurance certificates w/PGC as holder

Workers compensation

\$

Auto

\$

Property

\$

Other

\$

General

\$

Prof Liab

\$

Explanation of any "No" responses or other remarks (e.g., deadlines). Use additional sheets if needed.

**Funds Reservation will be initiated in FY2020 for the contract value**

My signature below certifies this submission is complete and meets all County requirements:

Signature of  
Department Head  
Typed Name  
Date

Terry A. Bellamy, Director, DPW&T  
30-Apr-19

Contact name  
Contact telephone  
ARC return date  
ARC release date

Geralyn A. Bruce  
301.883.5685

Date

Floyd E. Holt  
Deputy Chief Administrative Officer

Retain a photocopy of this page for your agency files.

Fw: COI

Bruce, Geralyn M.

Tue 4/30/2019 12:13 PM

To: Key, Brandon <BKey@co.pg.md.us>;

FYI

---

**From:** Proctor, Alicia M.

**Sent:** Tuesday, April 30, 2019 8:47:43 AM

**To:** Bruce, Geralyn M.

**Subject:** FW: COI

FYI. This is for the Transdev amendment.



## ALICIA PROCTOR

Procurement Officer III | Prince George's County Government

Office of Central Services

1400 McCormick Drive | Suite 200 | Largo, MD 20774

Phone: 301.883.6400 | Fax: 301.883.6440

[amproctor@co.pg.md.us](mailto:amproctor@co.pg.md.us) | <http://centralservices.mypgc.us>

### Vendor Registration

<https://erpvendorapp.sap.mypgc.us>

**From:** Middleton, Steven B.

**Sent:** Tuesday, April 30, 2019 8:15 AM

**To:** Proctor, Alicia M. <AMProctor@co.pg.md.us>

**Subject:** RE: COI

Hello Alicia, Risk Management finds the COI acceptable.

**From:** Proctor, Alicia M.

**Sent:** Monday, April 29, 2019 12:36 PM

**To:** Middleton, Steven B. <SBMiddleton@co.pg.md.us>

**Subject:** FW: COI

Steve,



## Thanks



[amproctor@co.pg.md.us](mailto:amproctor@co.pg.md.us) | <http://centralservices.mypgc.us>

<https://erpvendorapp.sap.mypgc.us>

**Subject: COI**

We need to complete a walk thru for the current vendor to extend the "Bus Services". Please review the attached COI and let me know if RM approves. This is a high priority.

**Alicia**



Phone: 301.883.6400 | Fax: 301.883.6440

4/30/2019

Fw: COI - Key, Brandon

[amproctor@co.pg.md.us](mailto:amproctor@co.pg.md.us) | <http://centralservices.mypgc.us>

**Vendor Registration**

<https://erpvendorapp.sap.mypgc.us>

## Marks, Donna M.

---

**From:** Harris, Martin L.  
**Sent:** Tuesday, April 30, 2019 10:12 AM  
**To:** Marks, Donna M.  
**Subject:** FW: Request for ARC Walkthrough Approval

FYI...

=====  
Martin L. Harris  
Deputy Director  
Department of Public Works & Transportation  
9400 Peppercorn Place Suite 300  
Largo, MD 20774  
Direct: 301-883-5617  
Main: 301-883-5600

**From:** Harris, Martin L.  
**Sent:** Tuesday, April 30, 2019 10:11 AM  
**To:** Holt, Floyd E. <FEHolt@co.pg.md.us>  
**Cc:** Bruce, Geralyn M. <gmbruce@co.pg.md.us>; Bellamy, Terry L. <TLBellamy@co.pg.md.us>  
**Subject:** Request for ARC Walkthrough Approval

Mr. Holt,

We requesting CAO permission for an ARC walkthrough for Amendment #5 to the County's contract with Transdev for operation of County bus service (Sl. # S06-076). The walkthrough is needed in order facilitate the extension of services set to expire at the end of the upcoming fiscal year, and to limit the potential impact of a reduction or cessation of services. Thank you for your timely consideration of this request to the CAO.

Best,

-Martin

=====  
Martin L. Harris  
Deputy Director  
Department of Public Works & Transportation  
9400 Peppercorn Place Suite 300  
Largo, MD 20774  
Direct: 301-883-5617  
Main: 301-883-5600

## ARC Contracts

<b>Contract Number:</b>	0425-1007-2019	<b>Contract Sequence</b>	
<b>Contract / Grant</b>	Contract	<b>Grant Number</b>	
<b>Contract Type</b>	Amendment	<b>Agency</b>	OCS
<b>Date/Time Started</b>	04/25/2019 4:27 PM	<b>Department Contact</b>	amproctor
<b>Disposition</b>	ENTERED	<b>Disposition Date</b>	04/25/2019
<b>Fiscal Year</b>	2019	<b>Vendor Name/Fiscal Year</b>	Transdev (Veoli FY19
<b>Amount</b>	\$0.00	<b>Credit</b>	
<b>MBE Certification</b>			
<b>Requisition Number</b>		<b>Document Type</b>	Amendment
<b>Begin Term Date</b>		<b>End Term Date</b>	
<b>Budget Date</b>		<b>Finance Date</b>	
<b>Law Date</b>		<b>Procurement Date</b>	

**Purpose:**

Amendment #5 to end for 1 year for Contract Bus Services

**Vendor / Company:** Transdev (Veolia Transportation Services, Inc.)**Address:** **Contact:**

,

**Comments:**

**Proctor, Alicia M.**

---

**From:** Butler, Jonathan R.  
**Sent:** Monday, April 29, 2019 12:05 PM  
**To:** Proctor, Alicia M.; Brooks, Shawn  
**Cc:** Moorehead, Glenn; Brown-Flamer, Marion A.; Ramey, Devi C.  
**Subject:** FW: Transdev Agreement Amendment  
**Attachments:** Amendment No. 5 to TheBus Agreement - CLEAN - CJOedits.docx

**Follow Up Flag:** Follow up  
**Due By:** Monday, April 29, 2019 12:30 PM  
**Flag Status:** Flagged

Hello All,

Below is the legal sufficiency email from OOL (Tracy Benjamin). What is out timing for getting the package to DPWT so they can initiate walk-thru?

Thx

**From:** Benjamin, Tracy M.  
**Sent:** Friday, April 26, 2019 12:13 PM  
**To:** Butler, Jonathan R. <JRButler1@co.pg.md.us>  
**Subject:** Transdev Agreement Amendment

Jonathan,

The attached Amendment No. 5 to the Agreement between the County and Transdev Services, Inc. is approved for legal sufficiency.

Tracy

Tracy M. Benjamin  
Associate County Attorney  
Office of Law  
1301 McCormick Drive, Suite 4100  
Largo, MD 20774  
(301) 952-5225 (voice)  
(301) 952-3071 (fax)

## Amendment No. 5 Bus Services Agreement

**THIS AMENDMENT NO. 5** ("Amendment") is made this 30<sup>th</sup> day of April, 2019 (the "Effective Date") by and between Prince George's County, Maryland, a body corporate and politic (the "County") and Transdev Services, Inc. ("Contractor").

### Recitals:

**WHEREAS**, the County and the Contractor, formerly known as Veolia Transportation Services, Inc., entered into a contract dated December 22, 2009 (the "Contract"), as amended, pursuant to which Contractor provides transit bus operations services to the County in accordance with requirements stated in Request for Proposals No. S06-076 (the "RFP"); and

**WHEREAS**, the County and the Contractor desire to extend the Contract for an additional year.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows;

1. **Term Extension:** The term of the Contract is hereby extended for one (1) year.
2. **Prompt Payment:** Notwithstanding any other payment terms in the Contract, the County will make invoice payments pursuant to the provisions of Section 10A-153 of the County Code and shall pay interest in the event that payment against "proper" invoices is not made as prescribed in accordance with said section. The County considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in Section 10A-153(a) of the County Code. All days referred to in this clause are calendar days, unless otherwise specified.
3. **Subcontract Clause Requirements.** The Contractor shall include in each subcontract for goods or services (including a material supplier) for the purpose of performing this Contract the following:
  - a. Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than seven (7) days from receipt of payment out of such amounts as are paid to the Contractor under the Contract.
  - b. Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause: (i) for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and (ii) computed at the rate of interest

**Amendment No. 5**  
**Bus Services Agreement**

specified in Section 10A-153(j)(2) of the County Code in effect at the time the Contractor accrues the obligation to pay an interest penalty.

- c. Subcontractor clause flowdown. A clause requiring each subcontractor to: (i) include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (b)(1) and (b)(2) of this subsection in each of its subcontracts; and (ii) require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.
4. All other terms and conditions of the Contract not expressly amended herein shall remain in full force and effect.

***[Signature Page Follows]***

**Amendment No. 5  
Bus Services Agreement**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date first above written.

Witness:

**TRANSDEV SERVICES, INC.**



By: Michael Setzer  
Name: Michael Setzer  
Title: President

Witness:

**PRINCE GEORGE'S COUNTY, MARYLAND**



By: Floyd E. Holt  
Floyd E. Holt  
Deputy Chief Administrative Officer  
for Government Infrastructure and Technology

Reviewed for Legal Form and Sufficiency

Reviewed and Approval Recommended:

  
Office of Law

By: Terry Bellamy  
Terry Bellamy, Director  
Department of Public Works and Transportation





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
08/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Aon Risk Services Central, Inc.  
Chicago IL Office  
200 East Randolph  
Chicago IL 60601 USA

CONTACT  
NAME:  
PHONE  
(A/C. No. Ext): (866) 283-7122 FAX  
(A/C. No.): (800) 363-0105  
E-MAIL  
ADDRESS:

INSURED  
Transdev North America, Inc.  
720 E. Butterfield Road, Suite 300  
Lombard IL 60148 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Old Republic Insurance Company	24147
INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
INSURER C:	ACE Property & Casualty Insurance Co.	20699
INSURER D:		
INSURER E:		
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 570071817695

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER.	Y	MWZY313818	07/01/2018	07/01/2019	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COM/OP AGG \$5,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	MWTB 21268	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Per accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION		XDOG28126608003	07/01/2018	07/01/2019	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	MWC31381900	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
B	Fiduciary-Prim		015412434 Claims Made	07/01/2018	07/01/2019	Per Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Prince George's County, Maryland Government, its officers and employees are included as Additional Insured with respect to General Liability and Automobile Liability policies where required by contract. This insurance is Primary and Non-Contributory over any existing insurance and limited to liability arising out of the operations of the Named Insured and where required by contract, under the General Liability and Automobile Liability policies. Automobile Physical Damage Coverage: \$1,000 Comprehensive / \$1,000 Collision.

## CERTIFICATE HOLDER

## CANCELLATION

Prince George's County Maryland  
Contract Administration & Procurement  
Division  
9400 Peppercorn Place, Suite 320  
Largo MD 20774 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Central, Inc.*

Holder Identifier :

Certificate No : 570071817695



## EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
01/10/2019

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

<b>AGENCY</b> MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: Chicago.CertRequest@marsh.com / Fax: 212-948-0770		<b>PHONE</b> JAC. No. Ext: 312-627-6603		<b>COMPANY</b> AXA Insurance Company	
CN101958462-AU-Prop-19-20		<b>FAX</b> JAC. No: 212-948-0770		<b>E-MAIL ADDRESS:</b> chicago.certrequest@marsh.com	
<b>CODE:</b>		<b>SUB CODE:</b>			
<b>AGENCY CUSTOMER ID #:</b>					
<b>INSURED</b> Transdev Services, Inc. 720 East Butterfield Road, Suite 300 Lombard, IL 60148		<b>LOAN NUMBER</b>		<b>POLICY NUMBER</b> PRS001736(19)	
		<b>EFFECTIVE DATE</b> 01/01/2019		<b>EXPIRATION DATE</b> 01/01/2020	
				<input type="checkbox"/> <b>CONTINUED UNTIL TERMINATED IF CHECKED</b>	
<b>THIS REPLACES PRIOR EVIDENCE DATED:</b>					

### PROPERTY INFORMATION

<b>LOCATION/DESCRIPTION</b> Re: 8401 D'Arcy Road, Forestville, MD 20747
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	SPECIAL	AMOUNT OF INSURANCE	DEDUCTIBLE
<b>COVERAGE / PERILS / FORMS</b> All risk of direct physical loss or damage to real and personal property on a replacement cost basis, subject to policy terms, conditions, and exclusions. Coverage includes, but is not limited to, fire, extended perils such as vandalism, malicious mischief, flood, earthquake, and boiler & machinery.					50,000,000	250,000
Other deductibles may apply as per policy terms and conditions.						

### REMARKS (Including Special Conditions)

Prince George's County, Maryland, is included as loss payee with respect to the property policy where required by written contract.

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

### ADDITIONAL INTEREST

CHI-008910639-23

<b>NAME AND ADDRESS</b>  Prince George's County, Maryland 1400 McCormick Drive, Suite 200 Largo, MD 20774	<input type="checkbox"/> <b>ADDITIONAL INSURED</b>	<input type="checkbox"/> <b>LENDER'S LOSS PAYABLE</b>	<input checked="" type="checkbox"/> <b>LOSS PAYEE</b>
	<input type="checkbox"/> <b>MORTGAGEE</b>		
	<b>LOAN #</b>		
<b>AUTHORIZED REPRESENTATIVE</b> of Marsh USA Inc.  Manashi Mukherjee			

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A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov.

[Log In](#)[Login.gov FAQs](#)

- ⚠ ALERT: June 11, 2018: Entities registering in SAM must submit a [notarized letter](#) appointing their authorized Entity Administrator. Read our [updated FAQs](#) to learn more about changes to the notarized letter review process and other system improvements.
- ⚠ ALERT: SAM.gov will be down for scheduled maintenance Saturday, 05/11/2019, from 8:00 AM to 1:00 PM (EDT).
- ⚠ ALERT: CAGE is currently experiencing a high volume of registrations, and is working them in the order in which they are received. When your registration is assigned to a CAGE Technician, you will be contacted by CAGE, if necessary, for any additional information.

## Search Results

Current Search Terms: TRANSDEV SERVICES, INC.\*

Total records: 1

[Save PDF](#)[Export Results](#)[Print](#)

Result Page:

1

Sort by [Relevance](#)

Order by [Descending](#)

Your search for TRANSDEV SERVICES, INC.\* returned the following results...

Entity	TRANSDEV SERVICES, INC.	Status: Active
DUNS: 830637174	CAGE Code: 5H7Co	<a href="#">View Details</a>
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 04/03/2020	Debt Subject to Offset?: No	
Purpose of Registration: All Awards		

Result Page: 1

[Save PDF](#)[Export Results](#)[Print](#)

IBM-P-20190315-1318  
WWW2

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[Data Access](#) [Accessibility](#) [GSA.gov/LAE](#)  
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Want to **PLAN, START, MANAGE,**  
or **GROW** your business?  
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### TRANSDEV SERVICES, INC.: D02244937

[General Information](#)[Filing History](#)[Annual Report/Personal Property](#)

## General Information

**Department ID Number:**

D02244937

**Business Name:**

TRANSDEV SERVICES, INC.

**Principal Office:**2100 HUNTINGDON AVENUE  
BALTIMORE MD 21211**Resident Agent:**THE CORPORATION TRUST,  
INCORPORATED  
2405 YORK ROAD  
SUITE 201LUTHERVILLE TIMONIUM MD  
21093-2264**Status:**

INCORPORATED

**Good Standing:**THIS BUSINESS IS IN GOOD  
STANDING

» Order Certificate of Status

Business Type:

CORPORATION

Business Code:

03 ORDINARY BUSINESS - STOCK

Date of Formation/ Registration:

12/05/1986

State of Formation:

MD

Stock Status:

STOCK

Close Status:

NO

---

 [New Search](#)

[Order Documents](#)

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**FOR FILING AND BUSINESS RELATED QUESTIONS**

**Maryland Department of Assessments & Taxation**

**410-767-1184 | Outside the Baltimore Metro Area: 888-246-5941**

**Maryland Relay: 800-735-2258**


**FOR TECHNICAL QUESTIONS AND SUPPORT**

**NIC Maryland, eGov Services Partner of the Department of Information Technology (DoIT) and**

**[Maryland.gov](#)**

**» [Click for 24/7 Support](#)**

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 **Maryland.gov SECURED**

**Amendment No. 4**  
**Bus Services Agreement**

THIS AMENDMENT NO.4 is made this 28 day of June 2018 (the "Effective Date") by and between Prince George's County, Maryland, a body corporate and politic (the "County") and Transdev Services, Inc. ("Contractor").

**Recitals:**

**WHEREAS**, the County and the Contractor's predecessor-in-interest Veolia Transportation, Inc. entered into a contract dated December 22, 2009 ("the Contract"), as amended, pursuant to which Contractor provides transit services to the County known as *TheBus*, in accordance with requirements stated in Request for Proposals No. S06-076 (the "RFP"); and

**WHEREAS**, the County and the Contractor agree it is to their mutual advantage to extend the Contract.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows;

1. **Term Extension:** The term of the Contract is hereby extended for one (1) year.
2. **County-Based Small Business Requirement:** Contractor shall comply with the requirements of Subtitle 10A Division 7 Subdivision 1 of the Prince George's County Code, which are incorporated by reference into this Agreement. Contractor shall be in compliance with the County's County-Based Small Business participation requirements by including at least 40% County-Based Small Business participation unless such requirement is waived.
3. **Prompt Payment:** Notwithstanding any other payment terms in this Agreement, the County will make invoice payments pursuant to the provisions of Section 10A-153 of the County Code and shall pay interest in the event that payment against "proper" invoices is not made as prescribed in accordance with said section. The County considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in Section 10A-153(a) of the County Code. All days referred to in this clause are calendar days, unless otherwise specified.
4. **Subcontract Clause Requirements.** The Contractor shall include in each subcontract for goods or services (including a material supplier) for the purpose of performing this Agreement the following:
  - a. Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its



**Amendment No. 4**  
**Bus Services Agreement**

subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this Agreement.

- b. Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause: (i) for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and (ii) Computed at the rate of interest specified in Section 10A-153(j)(2) of the County Code in effect at the time the Contractor accrues the obligation to pay an interest penalty.
  - c. Subcontractor clause flowdown. A clause requiring each subcontractor to: (i) include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (b)(1) and (b)(2) of this subsection in each of its subcontracts; and (ii) require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.
5. All other terms and conditions of the Contract not expressly amended herein shall remain in full force and effect.

***[Signature Page Follows]***


**Amendment No. 4  
Bus Services Agreement**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date first above written.

Witness:

**TRANSDEV SERVICES, INC.**

  
\_\_\_\_\_  
Marlon K. Bates 6/29/18

By:   
\_\_\_\_\_  
John Picking Jr 6/28/18

Witness:

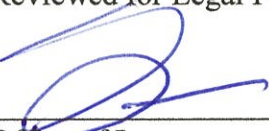
**PRINCE GEORGE'S COUNTY, MARYLAND**

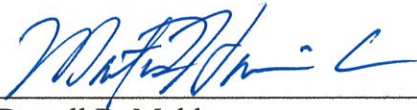
  
\_\_\_\_\_  
Barry L. Stanton 7/6/18

By:   
\_\_\_\_\_  
Barry L. Stanton  
Deputy Chief Administrative Officer  
For Public Infrastructure

Reviewed for Legal Form and Sufficiency

Reviewed and Approval Recommended:

  
\_\_\_\_\_  
Office of Law

By:   
\_\_\_\_\_  
Darrell B. Mobley  
Department of Public Works and Transportation





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C. No. Ext):</b> (866) 283-7122	<b>FAX (A/C. No.):</b> (800) 363-0105
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Transdev North America, Inc. 720 E. Butterfield Road, Suite 300 Lombard IL 60148 USA	<b>INSURER A:</b> Old Republic Insurance Company	24147
	<b>INSURER B:</b> National Union Fire Ins Co of Pittsburgh	19445
	<b>INSURER C:</b> ACE Property & Casualty Insurance Co.	20699
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 570071817695

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		MWZY313818	07/01/2018	07/01/2019	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		MWTB 21268	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			XOOG28126608003	07/01/2018	07/01/2019	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N N/A			MWC31381900	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
B	Fiduciary-Prim			015412434 Claims Made	07/01/2018	07/01/2019	Per Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Prince George's County, Maryland Government, its officers and employees are included as Additional Insured with respect to General Liability and Automobile Liability policies where required by contract. This insurance is Primary and Non-Contributory over any existing insurance and limited to liability arising out of the operations of the Named Insured and where required by contract, under the General Liability and Automobile Liability policies. Automobile Physical Damage Coverage: \$1,000 Comprehensive / \$1,000 Collision.

**CERTIFICATE HOLDER****CANCELLATION**

Prince George's County Maryland Contract Administration & Procurement Division 9400 Peppercorn Place, Suite 320 Largo MD 20774 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Central, Inc.</i>
--	---

Holder Identifier :

Certificate No : 570071817695

## **IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**

### **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY**

#### **NOTICE OF CANCELATION TO CERTIFICATE HOLDERS**

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A.** In the event this policy is canceled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the Insured first named in item 1 of the Information Page of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

## IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A. In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide at least 30 days advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B. This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.



## IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

#### BUSINESS AUTO COVERAGE FORM

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A. In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide at least thirty (30) days advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B. This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

# *STATE OF MARYLAND*

## *Department of Assessments and Taxation*

---

I, MICHAEL L. HIGGS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO THE FORFEITURE OR SUSPENSION OF CORPORATIONS, OR THE RIGHTS OF CORPORATIONS TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT TRANSDEV SERVICES, INC. (D02244937), INCORPORATED DECEMBER 05, 1986, IS A CORPORATION DULY INCORPORATED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF MARYLAND AND THE CORPORATION HAS FILED ALL ANNUAL REPORTS REQUIRED, HAS NO OUTSTANDING LATE FILING PENALTIES ON THOSE REPORTS, AND HAS A RESIDENT AGENT. THEREFORE, THE CORPORATION IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING WITH THIS DEPARTMENT AND DULY AUTHORIZED TO EXERCISE ALL THE POWERS RECITED IN ITS CHARTER OR CERTIFICATE OF INCORPORATION, AND TO TRANSACT BUSINESS IN MARYLAND.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS JULY 03, 2018.



Michael L. Higgs  
Director



*301 West Preston Street, Baltimore, Maryland 21201*  
*Telephone Baltimore Metro (410) 767-1340 / Outside Baltimore Metro (888) 246-5941*  
*MRS (Maryland Relay Service) (800) 735-2258 TT/Voice*

Online Certificate Authentication Code: V9z\_G9gNZUejArieb0JivA  
To verify the Authentication Code, visit <http://dat.maryland.gov/verify>

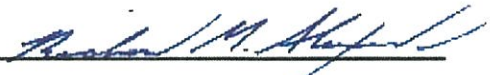
**PRINCE GEORGE'S COUNTY, MARYLAND**  
**Certification of Assurance of Compliance**  
**Regarding Suspension and Debarment**

**General**

In accordance with the common rule implementing Executive Orders 12549 and 12689, the implementing rules and regulations thereof, a Certification of Compliance with the Suspension and Debarment rule is required of bidders or prospective contractors receiving a contract or award from Prince George's County, Maryland. Receipt of such certification shall be a prerequisite to the award of contract and payment thereof.

**Certification of Bidder**

I (We) am an authorized representative and hereby certify that our firm, as producer of the goods and/or services to be purchased by Prince George's County, Maryland, has complied with all applicable requirements of the Suspension and Debarment rule.

Signature:  Date: July 3, 2018

Signer's Name (Print): Richard M. Alexander

Title: Executive Vice President Business Development

Firm Name: Transdev Services, Inc.

Duns Number: 00-280-6123

**Verification by County Agent**

On 7/5/18 the federal website <https://www.sam.gov/portal/public/SAM/> was checked and on 7/5/18 the state website <https://egov.maryland.gov/BusinessExpress/EntitySearch> was checked to ensure the above-referenced vendor does not appear on the list of parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal, state, and county assistance programs or activities.

Name:  Date: 7/5/18





Rushern L. Baker, III  
County Executive

## PRINCE GEORGE'S COUNTY GOVERNMENT

Department of Public Works and Transportation  
Office of Transportation



Darrell B. Mobley  
Director

October 25, 2016

Mr. John King  
Regional Vice President  
Mid-Atlantic Region  
Transdev  
2100 Huntingdon Avenue  
Baltimore, Maryland 21211

COUNTY TRANSIT – DPW&T Contract Bus Service

Dear Mr. King:

Enclosed for your records is an executed copy of Amendment No. 3. A copy was also emailed to you on Thursday, October 20, 2016. Should you have any questions, please contact me.

Sincerely,

D'Andrea L. Walker  
Associate Director

Enclosure  
DLW/gmb

cc: Semia L. Hackett, Transit Services Manager  
Geraldyn M. Bruce, Chief, Transit Administration Section and Taxi Licensing  
Cristin Tolen, Chief, Transit System Development  
Kristy Cluster, Transit System Development

**AMENDMENT NO. 3 TO CONTRACT BETWEEN  
TRANSDEV SERVICES, INC.  
AND PRINCE GEORGE'S COUNTY, MARYLAND**  
**(FOR OPERATION OF THE COUNTY'S TRANSIT SYSTEM)**

**THIS AMENDMENT NO. 3** is made this 2 day of September, 2016, by and between Prince George's County, Maryland (the "County"), a body corporate and politic (the "County") and Transdev Services, Inc. (the "Contractor").

**Recitals:**

**WHEREAS**, the County and Contractor entered into a Contract dated December 22, 2009, as amended by Amendment No. 1 and Amendment No. 2 (collectively, "the Contract") whereby the Contractor agreed to provide County transit services, known as *TheBus* in accordance with requirements stated in RFP S06-076; and

**WHEREAS**, the Contract term is for five (5) years with options to extend the term for three (3) additional two (2) year periods; and

**WHEREAS**, the County and the Contractor desire to extend the Contract for an additional two year period from July 1, 2014 to June 30, 2016; and

**WHEREAS**, the parties also desire to amend certain other terms of the Contract during the extension period.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree, as follows:

1. **Term of Amendment.** The term of the Contract is hereby extended for an additional two years, which shall commence on July 1, 2016 and expire on June 30, 2018, unless cancelled by the County in its entirety by giving sixty (60) calendar days prior written notice to the Contractor.
2. **Hourly Revenue Rate:** As of the Effective Date of this Amendment, the hourly revenue rate (the "Rate") for services provided in accordance with this Agreement shall be Ninety-Seven Dollars and Ninety-Six Cents (\$97.96). The Rate shall increase on each anniversary of the Effective Date in accordance with the prior January's base index figures of the Consumer Price Index for all Urban Consumers (CPI-U) for the BaltimoreWashington region as published by the Bureau of Labor Statistics, except that the Rate shall not be increased more than one and one half percent (1.5%) per contract year notwithstanding any lesser or greater adjustments in the CPI-U index.
3. **Maintenance:** Upon request by the County, Transdev shall provide ad hoc maintenance on the County's paratransit fleet at such hourly rates mutually agreed upon by the parties at the time of such maintenance.



**AMENDMENT NO. 3 TO CONTRACT BETWEEN  
TRANSDEV SERVICES, INC.  
AND PRINCE GEORGE'S COUNTY, MARYLAND**  

---

**(FOR OPERATION OF THE COUNTY'S TRANSIT SYSTEM)**

4. **Driver Training:** At no cost to the County, Transdev shall continue to provide driver training to the County's paratransit staff. This training shall include Transdev's proprietary customer service program.
5. **Recitals.** All recitals set forth above are incorporated herein and are made part of this Amendment.
6. All other terms and conditions of the Contract, as amended, remain in full force and effect.

***[Signature Page Follows]***

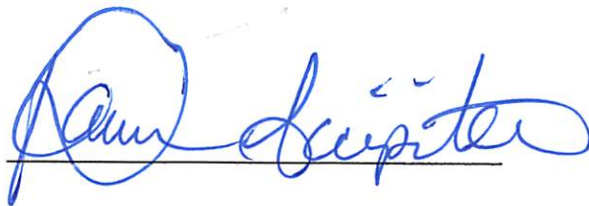
**AMENDMENT NO. 3 TO CONTRACT BETWEEN  
TRANSDEV SERVICES, INC.  
AND PRINCE GEORGE'S COUNTY, MARYLAND  
(FOR OPERATION OF THE COUNTY'S TRANSIT SYSTEM)**

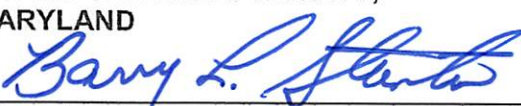
IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date first above written.

  
Witness: Don Jones


**TRANSDEV SERVICES INCORPORATED**

By:   
Michael C. Murray, President & CEO

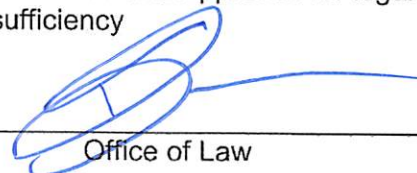


**PRINCE GEORGE'S COUNTY,  
MARYLAND**  
By:   
Barry L. Stanton  
Deputy Chief Administrative Officer for  
Economic Development and Public  
Infrastructure

Reviewed and Approval Recommended:

By:   
Darrell B. Mobley, Director  
Department of Public Works and  
Transportation

Reviewed and Approved for legal  
sufficiency

  
Office of Law

**AMENDMENT NO. 2 TO CONTRACT  
BETWEEN  
TRANSDEV SERVICES, INC.  
AND PRINCE GEORGE'S COUNTY, MARYLAND**

**THIS AMENDMENT NO. 2** ("Amendment") is entered into this 11th day of December, 2014 (the "Effective Date") by and between Prince George's County, Maryland, a body corporate and politic (the "County") and Transdev Services, Inc., as amended herein (the "Contractor").

**Recitals**

**WHEREAS**, the County and Contractor entered into a contract dated December 22, 2009, ("the Contract") whereby the Contractor agreed to provide County transit services, known as *TheBus*, in accordance with requirements stated in RFP S06-076;

**WHEREAS**, on or about July 28, 2014, Veolia Transportation Services, Inc. filed an Articles of Amendment with the Maryland State Department of Assessments and Taxation to change its corporate name to Transdev Services, Inc.;

**WHEREAS**, the name change will have no impact on the Contract and Contractor will continue to perform all obligations under the Contract; and,

**WHEREAS**, it is in the mutual benefit of the County and Contractor to amend the Contract to reflect this corporate name change.

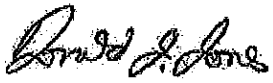
**NOW THEREFORE**, in consideration of the mutual covenants herein stated, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1) **Amendment.** Where the term Veolia Transportation Services, Inc. shall appear in the Contract and Amendment No. 1, the term shall now mean and refer to Transdev Services, Inc.
- 2) All rights and obligations of the County and of the Contractor under the Contract are unaffected by Contractor's change of corporate name.
- 3) The County consents to continuing the Contract with Contractor.
- 4) **Recitals.** All recitals set forth above are incorporated herein and are made part of this Amendment. Further, the Parties agree to incorporate the Contract and Amendment No. 1 by reference to this Agreement.
- 5) **Effect of Amendment.** Except for this Amendment, all other terms and conditions of the Contract and Amendment No. 1 that were not revised or modified herein shall remain in full force and effect.


**AMENDMENT NO. 2 TO CONTRACT  
BETWEEN  
TRANSDEV SERVICES, INC.  
AND PRINCE GEORGE'S COUNTY, MARYLAND**

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first written above.

Witness:

  
\_\_\_\_\_  
Name: Donald Jones

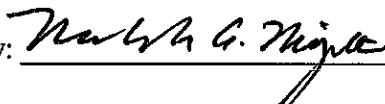
**TRANSDEV SERVICES, INC.**

By:   
\_\_\_\_\_  
Michael Murray  
President and COO for Transdev  
Services, Inc.

Witness

  
\_\_\_\_\_  
Name:

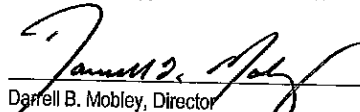
**PRINCE GEORGE'S COUNTY,  
MARYLAND**

By:   
\_\_\_\_\_  
Nicholas A. Majett  
Chief Administrative Officer

Reviewed for Legal Sufficiency:

  
\_\_\_\_\_  
Office of Law

Reviewed and Approval Recommended:

  
\_\_\_\_\_  
Darrell B. Mobley, Director  
Department of Public Works and Transportation

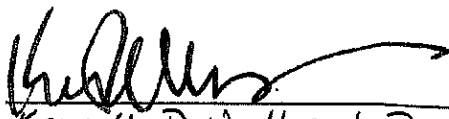
AMENDMENT NO. 1 TO CONTRACT BETWEEN  
VEOLIA TRANSPORTATION SERVICES, INC.  
AND PRINCE GEORGE'S COUNTY, MARYLAND  
(FOR OPERATION OF THE COUNTY'S TRANSIT SYSTEM)  
Page 2

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment on  
the date first above written.

Witness



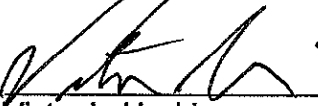
VEOLIA TRANSPORTATION<sup>SERVICES</sup> INC.

By:   
Kenneth P. Westbrook, President & COO  
Veolia Transportation Services,  
Incorporated

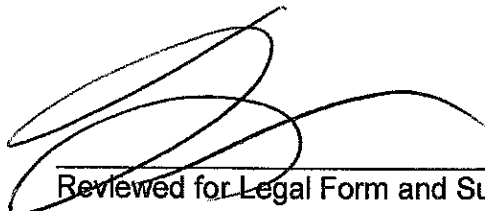
Witness

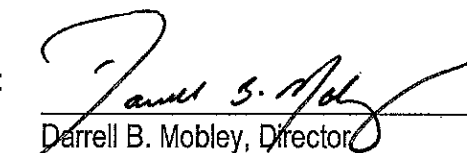


PRINCE GEORGE'S COUNTY,  
MARYLAND

By:   
Victor L. Hoskins  
Deputy Chief Administrative Officer  
For Economic Development and  
Public Infrastructure

Reviewed and Approval Recommended:

  
Reviewed for Legal Form and Sufficiency

By:   
Darrell B. Mobley, Director  
Department of Public Works and Transportation

## ATTACHMENT TO AMENDMENT NO. 1

### **VEOLIA BUS SERVICES AGREEMENT**

The following are new terms and conditions regarding the provision of *TheBus* services or are further clarifications to existing conditions as set forth in the Prince George's County Request for Proposal No. S06-076, Amendments A and B, and are part of the Agreement between Prince George's County, Maryland and Veolia Transportation Services, Inc. for contract bus services.

#### **3.9 WORK PROGRAM PROVISION OF EQUIPMENT**

- 3.9.1.1 Automated Passenger Counters (APCs) are a new feature of the NextBus system. The Contractor shall be responsible for oversight and quality control of the APC ridership data between NextBus and the existing Management Information System (MIS).
- 3.9.1.2 The Contractor shall review ridership reports available in the Cubic/Nextfare and NextBus reporting systems on a trip-by-trip basis daily to ensure that bus operators are in compliance with farebox procedures (proper fares are being charged, ridership is attributed to proper trips, etc.). Any errors discovered during the review process shall be reported to the County on a monthly basis no later than the 5th of the following month.
- 3.9.5.1 Monthly Reporting - Contractor shall prepare a monthly report summarizing the data collected daily, as well as a narrative summary. In addition, the Contractor shall adhere to performance standards and goals. Data shall be reported by month, year-to date and compared to prior year, month and year-to-date. Maintenance activity per vehicle and fare collection shall also be included. Daily service logs for all vehicles shall also be included. The Contractor shall submit a typed report to the County by the 10th day of the following month. The County expects the Contractor to generate, evaluate, and use these and other reports/data to proactively manage the Contract. In addition to monthly reporting, the Contractor shall supply any and all reports necessary to comply with requirements of local, State, or Federal authorities. These reports shall include, but are not be limited to all required Federal Transit Administration (FTA) reporting requirements. In addition to the monthly reporting, the Contractor shall comply with all appropriate National Transit Database (NTD), FTA, FMSCA, State and local reporting requirements. The Contractor shall also report drug and alcohol testing by employee category and type of test monthly. The Contractor shall submit monthly safety meeting agenda and handouts as part of the monthly report.

#### **3.11 WORK PROGRAM ROUTES AND SCHEDULES**

- 3.11.3.1 The Contractor shall collect information by mode and by route regarding problems and issues and present to the County service recommendations to enhance the operational efficiency of our services.
- 3.11.3.2 Pertinent critiques and evaluation of system and service - From time-to-time as requested by the County, the Contractor shall prepare and deliver bus

## AMENDMENT NO. 1

### VEOLIA BUS SERVICES AGREEMENT

service performance reports and other data in addition to the data required to be reported as part of the MIS submissions.

#### **3.12 WORK PROGRAM STANDARD OPERATING PROCEDURES AND *THE BUS* SERVICES OPERATION**

3.12.4.1 The Contractor shall require all drivers to attend a quarterly safety meeting, which shall be a minimum of one hour in duration. Contractor shall implement and provide to the County within thirty (30) days of the execution of this Amendment, a planned program of safety retraining to be conducted at the safety meetings. In addition, all employees are to receive annual safety training which shall be a minimum of one hour.

3.12.4.2 All employees are to receive annual security training which shall be a minimum of one hour. The Contractor shall implement a planned program of security retraining.

3.12.4.3 The Contractor shall collect the following information as requested by the County by mode and by route:

a) Vehicle and passenger accidents and incidents.

3.12.8.1 The Contractor shall provide annual certification of compliance with regulations to include current certifications for the Substance Abuse Professional, the Medical Review Officer and all facilities where testing is conducted. On a monthly basis the Contractor must provide MIS data in a mutually agreed format; documentation of required training; and any accident/incident reports that are defined by the FTA as reportable. All Contractor employees must pass a pre-employment physical examination and drug and alcohol test, paid for by Contractor, prior to start of training.

3.12.8.2 Substance Abuse - The Contractor must maintain a variety of records to document compliance with the FTA's Drug and Alcohol testing requirements. Contractor shall have in place 30 days after execution of Agreement procedures detailing which records are kept, their duration of retention, and when individual employee records may be released. The Contractor must make use of the most recently approved U.S. DOT Drug Testing Custody and Control and the U.S. DOT Breath Alcohol Testing forms.

#### **3.13 WORK PROGRAM MARKETING AND CUSTOMER SERVICE**

3.13.9.1 Contractor's Customer Service Policy shall outline in detail the handling of complaints and commendations.

## AMENDMENT NO. 1

### VEOLIA BUS SERVICES AGREEMENT

- 3.13.10.1 The Contractor must provide one hour of customer service training to all employees annually and refresher training as warranted based on complaints received. The Contractor must ensure that any subcontractors also receive customer service training on an annual and as-needed basis.

#### **3.14 WORK PROGRAM REVENUE COLLECTION AND CASH HANDLING**

- 3.14.4.1 Revenue (by route) - The Contractor shall submit monthly revenue reports associated with farebox handling, including bank deposit reports, deposit slips, revenue and token reconciliations and bus probing reconciliations. The Contractor shall be responsible for ensuring, on a daily basis, each bus placed in service is probed in a timely fashion.

#### **3.16 WORK PROGRAM PERSONNEL MANAGEMENT**

- 3.16.6.1 Employee training and turnover - The Contractor shall prepare and update on a monthly basis a bus operator staffing report. The Contractor is expected to use the report to perform day-of-week and seasonal trend analysis, at a minimum, in order to maintain an adequate staffing level. The Contractor also shall prepare and update on at least a monthly basis a maintenance staffing report.

#### **3.21 WORK PROGRAM REPORTING REQUIREMENTS**

- 3.21.2.1 Contractor shall enter and maintain safety-related data in a Management Information System as required by the County, including data necessary for proper NTD reporting. The Contractor shall provide access for appropriate County staff to Contractor accident/incident records necessary for proper reporting.
- 3.21.2.2 The Contractor shall be responsible for the collection of FTA Section 5307 and 5335(a) data and other pertinent ridership information. In the event that NTD requirements are changed by the FTA, the Contractor is required to update data collection and reports consistent with the new requirements. Separate NTD information shall be collected for TheBus services, statistics, and expenses. The Contractor shall provide all supporting documentation (upon request) and prepare and submit monthly and annual NTD reports to the County.
- 3.21.2.3 Annual Report - The Contractor shall assist County staff in the compilation and timely submission of annual NTD report. Specifically, the Contractor shall:
- a) Provide, upon request, backup documentation justifying the data shown in the annual report regarding Transit Agency Service. This



## AMENDMENT NO. 1

### VEOLIA BUS SERVICES AGREEMENT

includes all passenger mile sampling data, summary, and tabulation. Passenger Mile sampling techniques shall be approved by the County. Unless otherwise directed by the County, whenever possible, sampling shall be recorded using the vehicle's mobile data terminal (MDT), not handwritten.

- b) Calculate the annual passenger mile total and average passenger trip length. Average passenger trip length calculation is derived from daily boarding and alighting surveys. Backup documentation from the Contractor shall be provided immediately upon request and Contractor shall attest to its accuracy, responding to questions as necessary.
- c) Provide annual miles, total lifetime miles and annual fuel consumption for each vehicle in the fleet. The Contractor shall provide this data from the maintenance reporting system.
- d) Maintain and provide service interruption data classifying each event according to NTD definitions for NTD Form R-20. Data should be reported and maintained in the MIS.
- e) Enter and maintain all hours and miles data (revenue, deadhead, total) in the MIS.
- f) Ensure that all fleet data is entered and kept current in the MIS.
- g) Provide information necessary to prepare the Operating Expenses Report separated by *TheBus* costs and summarized by function (vehicle operations, vehicle maintenance, non-vehicle maintenance and general administration) and object class. The NTD definition requires reporting purchased transportation, fuels and lubricants, tires and tubes and other materials and supplies costs associated with operations.
- h) Contractor staff responsible for reporting shall be appropriately trained initially and whenever there are changes to NTD reporting policies and procedures.

### **3.21 WORK PROGRAM REPORTING REQUIREMENTS**

- 3.21.7.1 The Contractor shall collect the following information as requested by the County by mode and by route:
  - a) Late trips and missed trips, detailing cause.

## AMENDMENT NO. 1

### VEOLIA BUS SERVICES AGREEMENT

- b) Telephone activity: when calls are received; amount of hold time, disconnects, etc.
- c) Vehicle revenue hours.
- d) Vehicle platform hours.
- e) Vehicle deadhead hours.
- f) Vehicle revenue miles.
- g) Vehicle platform miles.
- h) Vehicle deadhead miles.
- i) Vehicle total miles.
- j) Passenger travel time.
- k) Pick-up time variance (difference between scheduled and actual pick-up times).
- l) Service requests denied or declined, detailing cause.
- m) No shows.

3.21.14 DBE Reports - The Contractor shall be required to submit a schedule of actual payments to Disadvantaged Business Enterprise (DBE) vendors on a monthly basis.

### **3.24 WORK PROGRAM DELIVERABLES/DELIVERY/MEETING SCHEDULE(S)**

3.24.1.7.1 The Contractor shall provide FTA-required System Safety and Security Plans (the "Plans") for transit services. The Plans may not be combined. In accordance with MAP-21 reporting requirements the Contractor shall prepare the Plans in accordance with all federal guidelines:

- a) Tailor the plans to the County's Contract including integrating it into the County's Disaster/Major Incident Emergency Response and Recovery Plan for County Facilities, the County's Emergency Service Plan (ESP), and other plans/programs dealing with safety and security;
- b) Include a signed statement by a company officer certifying that the Plans have been properly distributed, are currently in effect, functioning as stated, and shall be fully enforced by company management; and
- c) Update the Plans, including certification statement, at least annually or as necessary or required by the County.

3.24.1.21.1 Vehicle fueling procedures should be designed to prevent fuel spills and leaks in order to minimize the discharge of such pollutants into storm drains and waterways. At a minimum the following standards should be observed:

- a) Shut the engine off.

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### VEOLIA BUS SERVICES AGREEMENT

- b) The Contractor shall provide absorbent spill clean-up materials and spill kits which shall be available in fueling areas and on mobile fueling vehicles. Absorbent spill clean-up material should be left in a container that is clearly labeled and identifiable for use in case of an emergency. Used material shall be disposed of with hazmat material or in the trash.
- c) Nozzles used in vehicle and equipment fueling shall be equipped with an automatic shut-off to prevent overfill.
- d) Fuel tanks shall not be topped off.
- e) There shall be no idling of vehicles. Vehicles awaiting dispatch shall be located in areas with secondary containment to control possible leakage.
- f) Under no circumstances should multiple vehicles be fueled without the fuel pump being reset.
- g) Clearly post, in a prominent area of the facility, instructions for safe operation of fueling equipment, and appropriate contact information for the person(s) responsible for spill response. For large spills, (greater than five (5) gallons), contact DPW&T Dispatch to request hazmat response from the Fire Department.
- h) There should be daily inspections that are assigned to a staff/team member. Record of inspections and findings should exist and records of the inspections shall be kept on-site.
- i) Keep an ample supply of spill cleanup material on the site. Include approved devices to facilitate clean up and provide inlet protection. Report all spills and complete a spill incident report form.
- j) Conduct cleanups of any fuel spills immediately after discovery especially for those spills that cause a film or sheen or harmful threats to the human health or environment.
- k) Uncontained spills are to be cleaned using dry cleaning methods only. Spills shall be cleaned up with a dry, absorbent material (e.g., kitty litter, sawdust, etc.) and absorbent materials shall be swept up. When available, utilize secondary containment devices to prevent flows/spills leaving the site of the incident.

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### VEOLIA BUS SERVICES AGREEMENT

- i) Any equipment, tanks, pumps, piping and fuel dispensing equipment found to be leaking or in disrepair must be reported to the County immediately. The General Manager shall note findings and response into the Stormwater Management Pollution Prevention Plan (SWPPP).
- j) All employees are to be trained in proper fueling and cleanup procedures. These procedures must be documented and submitted for approval by the County.

3.24.1.22 Provide a detailed security plan that includes, but is not limited to the following activities at a minimum:

- a) Perform detailed background checks on all applicants for any driver or leased operator position.
- b) Check for criminal convictions.
- c) Contact previous employers and references.
- d) Investigate and document gaps in employment.
- e) Maintain employee information in a confidential and secure manner, and in compliance with all relevant federal and state regulations and statutes regarding confidentiality and individual privacy.
- f) Verify that drivers are US citizens or that non-citizens have documentation appropriate to their immigration status.
- g) Ensure drivers have current CDL with appropriate endorsements in accordance with Federal Motor Carrier Safety Administration (FMCSA) and another form of identification (i.e. company issued credential; current medical certificate).
- h) Collect company identification card and any security materials when a driver/employee leaves the company. Update websites and lists. Cancel passwords to prohibit computer access by former employees.

3.24.1.23 UNAUTHORIZED ACCESS

- a) The Contractor shall conduct security awareness training for all employees annually, including how to report suspicious incidents or events, anti-terrorism threats and hazmat incidents.

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### VEOLIA BUS SERVICES AGREEMENT

- b) The Contractor shall require all visitors and outside vendors to sign in and provide monthly visitor log report.
- c) Contractor designated personnel shall perform daily yard and equipment inspections and provide a monthly report.
- d) Contractor designated personnel shall remove keys from vehicles not in use and have secure key storage.
- e) All employees should control access to their assigned computers by using passwords, especially those with routing information. Computer hardware and software should be pass-protected with passwords changed every ninety (90) days.
- f) The County may request periodic checks of the facility and grounds by local law enforcement and other state and federal agencies at any time.
- g) The Contractor shall post and periodically review driver anti-terrorism tips.
- h) The System Safety Program shall include customer relations, defensive driving, refresher training, safety meetings, safety incentives, etc.
- i) Contractor shall provide by no later than 30 days of the execution of this Agreement\_\_ an Emergency Response Plan for Hazardous Materials for both the operational facility site and on-street incidents.

3.24.1.24 At a minimum, the Contractor shall conduct safety meetings of at least one (1) hour monthly. The Contractor shall submit monthly safety meeting agenda and handouts as part of the monthly report.

3.24.7.1 County Meetings -- County staff/Contractor meetings shall include at least one meeting every other week and others as may be required; the General Manager and all Assistant General Managers shall attend the bi-weekly meetings. Appropriate Contractor staff shall also participate in meetings including, but not limited to, those of the Transit Planning Section. At a minimum, the General Manager shall attend meetings in public session with the County representatives every month as requested to discuss the status, performance, and proposed improvements of TheBus system. With advance notice and County approval, a management representative other than the General Manager may represent the Contractor at a County public meeting. The Contractor shall ensure other employees attend County meetings and training, as required by the County.