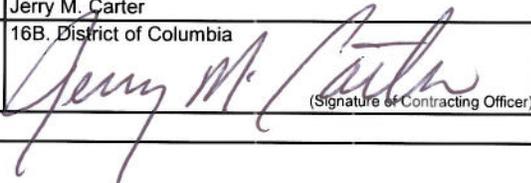


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages 1 103	
2. Amendment/Modification Number Nine (9)		3. Effective Date See Box 16C	4. Requisition/Purchase Request No.	5. Solicitation Caption: Operation & Maintenance of the DC Streetcar Sys.	
6. Issued By: Office of Contracting and Procurement Roadways and Highway 55 M Street, S.E., 7th Floor Washington, DC 20003		Code	7. Administered By (If other than line 6)		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			(X)	9A. Amendment of Solicitation No. DCKA-2011-R-0121	
				9B. Dated (See Item 11)	
				10A. Modification of Contract/Order No.	
				10B. Dated (See Item 13)	
Code			Facility		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
A. This change order is issued pursuant to: (Specify Authority)					
The changes set forth in Item 14 are made in the contract/order no. in item 10A.					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.					
C. This supplemental agreement is entered into pursuant to authority of:					
D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)					
<p>The solicitation is amended as follows:</p> <p>The following changes are incorporated into this Amendment No. 9 as follows:</p> <p style="text-align: center;">The Receipt of Proposal date is now DECEMBER 29, 2011</p> <p style="text-align: center;">Receipt of Questions has been changed to DECEMBER 9, 2011. NO ADDITIONAL QUESTIONS WILL BE ANSWERED AFTER THIS DEADLINE.</p>					
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect					
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer Jerry M. Carter		
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia		16C. Date Signed
(Signature of person authorized to sign)					12-5-2011
			(Signature of Contracting Officer)		

The attached Request for Proposal (RFP) has now been revised to incorporate all changes through Amendment No. 8 (70 Pages).

The attached Attachment J.9 - Attachment A-Scope of Services for Operation of the DC Streetcar with Exhibits A-1 through A-8 has been revised to incorporate all changes through Amendment No. 8 (28 Pages).

Incorporate the two new Attachments in the J Section. These Attachments are as follows:

- * Attachment J.11 - Cost Table (2 Pages)
- * Attachment J.12 - Hours Table (1 Page)

DC Streetcar: Operation and Maintenance Request for Proposal

SOLICITATION, OFFER, AND AWARD		1. Caption Operation & Maintenance of the DC Streetcar System		Page of Pages 1 70	
2. Contract Number	3. Solicitation Number DCKA-2011-R-0121	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> COG <input type="checkbox"/> Emergency	5. Date Issued	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: Office of Contracting and Procurement Roadways and Highway 55 M Street SE 5th Floor Washington DC 20003			8. Address Offer to: Progressive Transportation Services Administration 55 M Street SE 5th Floor Washington DC 20003 202-369-7940		

NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and **8** copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at **2000 14th Street NW** until **2:00 P.M.** local time **29-Dec-11**

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name	B. Telephone (Area Code) (Number) (Ext)		C. E-mail Address
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11. Table of Contents

(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
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X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	43
X	B	Supplies or Services and Price/Cost	7	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	10	X	J	List of Attachments	50
x	D	Packaging and Marking	25	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
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X	G	Contract Administration Data	28	X	L	Instructions, conditions & notices to offerors	55
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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment 10 Calendar days % 20 Calendar days % 30 Calendar days % _____ Calendar days %

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract			
15B. Telephone (Area Code) (Number) (Ext)		15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature	18. Offer Date

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation

22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date

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SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 BACKGROUND

The District of Columbia Office of Contracting and Procurement, on behalf of District's Department of Transportation, (the "District") is seeking a contractor to operate the H St/Benning Rd Streetcar Line which is the first segment of a 37-mile streetcar network (See Exhibit A-1: Draft Operations and Maintenance Plan). The District is constructing the segment along H Street NE and Benning Road NE from west of 3rd Street NE to east of Oklahoma Avenue NE. Portions of the system, such as tracks and OCS pole foundations, have already been installed along the corridor. The District has scheduled Revenue Service along the H St/Benning corridor to commence by July 8, 2013.

B.2 CONTRACT TYPE

The District contemplates award of a negotiated price contract in accordance with 27 DCMR Chapter 24.

B.3 COST SCHEDULE

The Offeror shall propose a pricing schedule to perform the requested services. Costs of services shall be shown in Attachment J-11 Cost Table.

B.4 SUBMITTAL

An offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For subcontracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

B.4.1 Cost Format

Cost Format: Offerors shall present operation and maintenance costs in a format that shows the tasks, personnel, rates, markups, overhead and associated costs of the start-up activities and the first full year of Revenue Service under the contract. For purposes of this proposal, Offerors should assume Start-up activities will begin April 1, 2012 and revenue service will begin July 8, 2013. Proposed start-up personnel rates, overhead, markups and fixed costs must be identified. Training costs during the first year of Revenue Service related to the planned expansion of service must be separated from ongoing operations and maintenance costs, as noted in the Cost Table- Exhibit J-11.

Exhibit J-11 shall be used to summarize costs. This table will serve as the basis for the Offeror's price proposal which will be negotiated with the selected Contractor. The selected Contractor will add Right of Way Maintenance and Facilities Maintenance services during the Start Up period by subcontract or change order. Offerors will need to include the fees, markup and overhead to manage subcontracts in the Cost Table.

Offerors shall be required to work with DDOT in securing agreements to provide all support services through negotiated agreements with public agencies or conducting a competitive bidding process for each of the services. If the Contractor wishes to provide support services directly, they shall be required to participate in the competitive process. The approach of this later phase of procuring these services shall be described by Offerors including all assumptions

and opportunities for input and involvement from DDOT. Contractor shall agree that DDOT must approve each of the subcontracts. It is assumed that Offerors will manage the overall system and be responsible for the execution of all scopes of work, regardless of whether portions are subcontracted.

Offerors shall use terminology as provided in the RFP for staff functions and position titles. A staffing plan, outlining all positions, hourly rates and associated overhead for each year of the contract must be submitted. Information provided in the tables must be sufficiently detailed to permit a full understanding of the components of the Offeror's costs.

Pricing does not need to be provided for the following items:

- Maintenance of Way including those items listed in Attachment A Section 2.3.
- Fare collection and real-time arrival information systems. However, Operator shall be responsible for purchasing and installing tag/SmarTrip system compatible with the Metro system in the start-up year. Acquisition and installation of systems will require negotiation and DDOT approval before purchase;
- Maintenance costs associated with the Maintenance Facility or Car Barn/Training Center (CBTC);
- Years three, four and five of the contract. However, Offerors should describe how they would structure pricing for extensions and new segments in future years as well as a thorough description of pricing for training to prepare for future expansion.

Offerors should provide pricing for all other items and clarify if there are specific components of the system which are not yet designed, that will impact the cost of operation and maintenance of the system.

B.5 DISTRICT ASSUMPTIONS

For purposes of this proposal, Offerors are required to use the following assumptions when preparing their Proposals:

1. NTP and Start-up activities will begin April 1, 2012 and continue for 15 months. Offerors should describe a proposed schedule of start-up activities in their proposal. Proposals should assume three full years of revenue service and the fourth year of revenue service would occur in the fifth contract year and include nine months of revenue service. Rail, signals, traction power, stations and vehicles will be available for commissioning and operator training in April 2013 with revenue service scheduled to begin July 8, 2013. The Maintenance Facility is scheduled to be certified as complete in November 2013 but a temporary facility will be available for the Contractor's use by Spring of 2013.
2. Service levels, including revenue service vehicle miles and hours as outlined in Attachment A to this RFP, are provided for Offerors to use as the basis of a Cost Proposal. The actual number of revenue service miles and hours is subject to the RFP contract negotiations, completion of construction and the terms provided for throughout this RFP.
3. Utilities will be paid by DDOT and will not be the responsibility of the selected Contractor.

4. A separate Notice to Proceed will be issued for each segment.
5. Traction power for Streetcars will be provided by DDOT.
6. The original warranty for Streetcars owned by DDOT is being investigated. Typical costs of warranty items will be covered under original warranties or by DDOT. The contractor will be responsible for the maintenance of the vehicles.
7. The streetcar system will be designed to allow for on-time performance.
8. Offerors should assume Revenue Service begins July 8, 2013.
9. The Car Barn/Training Center will be approximately 15,000 square feet and include 1,500 square feet of office space.

DDOT will provide design of systems to date if Offerors are willing to sign a non-disclosure form. Contact Ralph Burns to obtain the form and the designs at ralph.burns@dc.gov.

B.6 OFFEROR ASSUMPTIONS

The Offeror shall identify all assumptions used in developing operating plans. This information shall include, at a minimum, assumptions used in developing their proposal including the following:

- 1) Number of full-time-equivalent personnel by job title/function including, at a minimum, streetcar operators, streetcar maintenance personnel by type, dispatchers, supervisors, and administrative personnel.
- 2) Hourly wage rate and total estimated hours for the above personnel.
- 3) Cost of Contractor-provided non-revenue vehicles and equipment including depreciation.
- 4) Total hours assumed for operation, including training, deadhead, other.
- 5) Fringe benefit package for each major employee category and fringe benefit percent of wages.
- 6) Service contracts and/or subcontracts.
- 7) Overhead Cost by showing the rate applied to Direct Labor Cost.
- 8) Other Direct Cost, including equipment, rental, materials/parts/supplies.
- 9) Fixed Fees.
- 10) Any and all other relevant cost or technical assumptions.

B.7 ECONOMIC PRICE ADJUSTMENT

This contract will be subject to an economic price adjustment (EPA) for upward and downward changes in the cost component of the firm fixed contract price. The contractor shall submit a request **within 15 days** prior to the anniversary of the Contract Award date. The effective date of the EPA shall be the same as the annual anniversary date of the Contract Award Date. The contract term is for five (5) years from the Contract Award Date.

B.7.1 The firm fixed prices for this contract require prospective economic price adjustments, up or down, on an annual basis. The purpose of the economic price adjustment is to insulate the contractor and the District from increases or decreases in the cost due. This clause B.7.1 is intended to provide further adjustment for changes in price levels as reflected by Consumer Price Index-Washington Baltimore. Under this clause, as detailed below, the District shall prospectively adjust seventy-five percent (75%) of the contractor’s firm fixed price.

B.7.2 The District shall prospectively adjust the firm fixed prices as provided herein.

B.7.3 The District shall prospectively adjust the firm fixed prices specified on the first anniversary of the Contract Award Date and annually, thereafter, as follows:

$$AFFP = (FFP \text{ multiplied by } 0.25) \text{ plus } ((FFP \text{ multiplied by } 0.75) \text{ multiplied by } f)$$

The Index Factor (f) equals CPI_A / CPI_B

Where the abbreviations in the formula above are defined as follows:

AFFP is the Adjusted Firm Fixed Price

FFP is the Firm Fixed Price.

CPI_A is the published index entitled “Consumer Price Index – Washington Baltimore, Series ID CUURA311SAO, CUUSA311SAO” as provided by the Bureau of Labor Statistics, hereafter called the “CPI Index”. This information may be obtained from the Bureau of Labor Statistic’s website www.data.bls.gov. The revision of the Annual CPI in effect at the time the EPA is performed will be used to compute the percent change.

CPI_B shall be the value for the CPI Index in effect at the date of last price proposal submitted by the Contractor (including Best and Final Offers).

B.7.4 In the event that any of the indices utilized herein are removed from publication, the Contract and the District shall conduct negotiations to select an alternate published index as nearly identical in scope and content as possible to the original index. In the event that the parties cannot agree on the selection of an alternate published index, the CO will make a final determination. The Contractor shall file an appeal with the Contract Appeals Board within thirty (30) from becoming aware of the CO’s determination in accordance with the appeals process outlined in 27 DCMR § 102 in the event the Contractor disagrees with the CO’s determination.

B.7.5 The following is an example escalation calculation.

Assumptions

A. Firm Fixed Price Submitted in Section B.....	\$100.00
B. CPI Index at time of calculation.....	\$143.00
C. Value for the Index in effect at the date of last price proposal submitted by the Contractor (including Best and Final Offers).....	\$140.00

Step 1. Multiply Assumption A by 0.75 to determine portion eligible for economic price adjustment.

$\$100$ *multiplied by 0.75 equals* $\$75.00$

Step 2. Multiply Assumption A by 0.25 to determine portion ineligible for economic price adjustment.

$\$100$ *multiplied by 0.25 equals* $\$25.00$

Step 3. Divide Assumption B by Assumption C to determine Index Factor (f).

143 *divided by* 140.0 *equals* 1.0214

Step 4. Multiply portion eligible for economic price adjustment by Index Factor (f) to determine adjusted portion of Firm Fixed Price.

$\$75.00$ *multiplied by* 1.0214 *equals* $\$76.61$

Step 5. Add the adjusted portion of Firm Fixed Price to the portion ineligible for an economic price adjustment to determine the Adjusted Firm Fixed Price.

$\$76.61$ *plus* $\$25.00$ *equals* $\$101.61$

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the District Department of Transportation, (the District) is seeking a Contractor to operate the DC Streetcar System (“Streetcar”).

The services required under the proposed contract for Streetcar operations and maintenance will include responsibility for all day-to-day functions associated with the operation of the line: streetcar operation, service dispatch and management, hiring and training of staff, safety programs, maintenance of vehicles, maintenance of way, maintenance of facilities and systems, support for emergency response, customer service, provision of special services as required, assistance and participation in system testing and start-up activities, and administrative and record keeping functions. Specific facilities, vehicles and equipment to be provided by DDOT in connection with these services are identified within the detailed Scope of Work (Attachment A and its Exhibits).

Contractor is allowed to subcontract all necessary services to meet the requirements described in H.9.

C.2 NOT USED

C.3 DEFINITIONS

Terms common to the Streetcar service and used in this RFP have the following meanings:

Approved: The contractor must seek and obtain specific approval from DDOT before proceeding with the work or the particular item requiring approval.

APTA: American Public Transportation Association.

Car Barn/ Training Center (CBTC): the CBT, previously referred to as the maintenance facility, is the yard and shop facility which will house the streetcars, the cleaning and maintenance functions, and the support offices and facilities.

Commencement Date: Date at which Contractor begins performing services, as defined in the Scope of Services of the Contract.

Contractor: The successful Offeror to whom a contract is awarded.

Contract Administrator, Contract Officer: The Contract Administrator or Officer designated by DDOT.

Days: Calendar days unless otherwise specified.

DDOT or The District: The District of Columbia Department of Transportation and/or its authorized representatives, agents and employees.

Direct Labor: Direct Labor refers to labor cost including labor overhead (statutory payroll cost and employee benefits)

Fiscal Year: The fiscal year used by DDOT (October 1 through September 30).

FTA: The Federal Transit Administration of the U.S. Department of Transportation.

Hazardous Substance and/or Contaminated Material: Any substance, waste, or material which is determined by any state, federal, or local governmental authority to be capable of posing a risk of injury to health, safety, and/or the environment, including, but not limited to, all

substances, wastes, and materials designated or defined as hazardous, extremely hazardous, or toxic pursuant to Federal and District laws, codes and regulations.

Home Office Overhead: the percentage markup associated with general office expenses and includes expenses such as office supplies, legal services, etc.

Limited Notice to Proceed: Notice to Proceed for limited services identified in the Scope of Services.

Mobilization: The services performed immediately after the Notice to Proceed in order to initiate the Contract Services.

NFPA: National Fire Protection Association

Notice of Completion: Written Notice from the Contractor to DDOT that the work in the Contract is completed.

Notice of Termination: Written Notice from DDOT to Contractor terminating the Contract completely or partially either for the convenience of DDOT or default due to the Contractor's failure to perform its contractual obligations.

Notice to Proceed (NTP): The notice which authorizes the Contractor to begin services per the terms of the Contract Documents.

Offeror: The party or parties proposing to provide the services described herein.

Operating Plan: Detailed description of the operation of streetcar services in a fiscal year.

Indirect Cost Percentage: the percentage rate applied to direct costs to cover indirect expenses (i.e. uniforms, office supplies, MIS, depreciation).

Owner: The District of Columbia Department of Transportation (DDOT).

Profit: the percentage markup of all costs required by the Offeror in addition to other markup percentages.

Qualified: Has satisfied the training requirements for a position and possesses the background, skills and experience necessary to fulfill the duties of a job included in the provision of services.

Revenue Hours: The number of hours a streetcar is in service, carrying fare-paying passengers.

Start-up Period: the period from NTP until Revenue Service including contract activities in preparation for beginning revenue service operations, such as refining operating procedures, test operations and training.

Subcontract Markup: the markup to manage subcontracts.

Subcontractor: A party or parties who perform a specific part of the services undertaken by the Contractor, pursuant to an agreement with the Contractor, and who, by the terms of the agreement agrees to comply in all respects with the terms of the contract between the contractor and DDOT.

Training Cost: the cost to train the employee independent of the hourly rate or salary paid to that employee. This cost must be valid through the startup period and first year of revenue service.

Written Notice: The provision of formal documented communication when delivered to the designated representative of the Contractor or DDOT.

C.4 BACKGROUND

Context

The H Street Benning Road Streetcar line represents the first segment in a planned streetcar network. It will operate along a right of way as described in this RFP and will serve seven stations. Service is expected to begin on this line July 8, 2013. As this is the first modern streetcar line operating in the District of Columbia, and the only streetcar line in the entire

Washington, D.C. metropolitan area, it is vital that Offerors describe how they intend to approach and manage this unique service.

The District will provide the Streetcar rail vehicle fleet, a rail maintenance facility (Car Barn/Training Center), certain equipment and parts, and the use of other assets as defined in Attachment A to this RFP. Use of District property is provided pursuant to the requirements in 2700 DCMR 4100: Use of District Property and Sources by Contractors.

DC Streetcar Goals

The Contractor shall support and promote the District's goals for these services under the proposed contract. Goals for both services include the following:

- 1. Safety** (no injury accidents)
 - Lines that operate safely for customers, employees and the public, with safe procedures and also quick and effective response to unusual or emergency situations.

- 2. Reliability** (96% of headway coordination to maintain separation of at least seven minutes and no more than fifteen minutes)

- 3. Customer Communications**
 - Provide arrival information in all shelters and on the internet
 - Inform customers of service impacts affecting schedule
 - Effective and courteous employees - A stable and committed work force that is highly local and is well-trained in operation, in managing a range of situations, and in customer service.

- 4. Service Quality**
 - Smooth transition – Accomplishing a safe and effective start of operation on the new Streetcar line.
 - High quality of service - A safe and reliable operation such that vehicles arrive when they are expected and customers arrive at their destination stop on schedule.
 - 10 minute frequency for service Monday through Thursday 6:00 a.m. to 12:00 p.m.; Friday 6:00 a.m. to 2:00a.m.; Saturday 8:00 a.m. to 2:00 a.m.; and Sunday 8:00 a.m. to 10:00 p.m.
 - A positive experience for the users - Well-maintained vehicles that look and feel clean inside and out; streetcar stations that are well maintained and clean; and courteous operators and supervisors who are able to provide helpful information to customers.

- 5. Financial Sustainability**
 - Control hourly operating costs for revenue service.
 - Achieve 30% farebox recovery from the operations.
 - Protection of DDOT's transit vehicles and other assets - A maintenance and security program that takes optimal care of the District's streetcars, stations, buildings and support equipment

- Support for the District’s future network expansion – Providing assistance for procurement of new vehicles and providing design and operational input to the planning of new Streetcar links.

6. Encourage Community Development and Service

- Document development occurring along the streetcar line.
- Create sponsorship and promotion opportunities for businesses in the corridors.

C.5 REQUIREMENTS

This section identifies requirements to which the Contractor is subject in the performance of the services under this contract. Detailed requirements are included in Appendix A.

C.5.1 Single Contract

The District intends to enter into a single contract for operation and maintenance of the Streetcar service. The Contractor is required to provide a single General Manager who is responsible to manage the activities under this contract and who is the District’s primary point of contact.

C.5.2 Operations and Service Quality

Contractor shall operate the service levels and schedule as determined by DDOT. DDOT may change the scheduled service at its discretion. Such revisions may be one-time, temporary, or long-term in nature. When making such changes DDOT will provide 30 days written notice to the Contractor to revise its operations, except in cases of emergency or unforeseen street closures or right of way conditions.

On-time performance is an important factor in attracting riders. The Contractor shall stress service reliability and to proactively monitor and manage the streetcar service so as to maximize schedule adherence and minimize delays, missed trips and service disruptions. The methods are expected to include effective mobile supervision of the lines during all operating hours.

To facilitate effective management of the service, the Contractor shall operate an operations/dispatch function at the CBTC.

The Contractor shall base its operations and training on an established rulebook/operators manual and to implement Standard Operating Procedures (SOPs) including communications procedures, safety procedures, and emergency procedures.

The Contractor shall meet District performance standards that are described in detail in Attachment A to this RFP.

C.5.3 Assets and Maintenance

C.5.3.1 Assets

Certain assets are to be provided to the Contractor by the District for use in operating the services under this contract. These assets include streetcars, a rail maintenance facility (CBTC), certain equipment and parts, and other assets as defined in Attachment A to this RFP. The Contractor shall not use the assets for another purpose or enter into an agreement with any other party for use of equipment and/or personnel dedicated to this service without

the expressed written approval of DDOT. The Contractor shall not make modifications to the District's vehicles, facilities or equipment without expressed written approval from DDOT.

C.5.3.2 Maintenance

The Contractor shall implement preventive and corrective maintenance programs to keep the streetcar vehicles and all District assets in a state of good repair and maintain a clean and attractive appearance. The Contractor is responsible to maintain the vehicles and other District assets used in the performance of the contract services. The Contractor shall maintain the assets in a state of good repair in accordance with the requirements in Attachment A, the District-approved Maintenance Program and manufacturers' recommendations.

C.5.3.3 Cleanliness

The District places great importance on the interior and exterior cleanliness of vehicles. The Contractor shall be responsible for the cleanliness of all vehicles.

C.5.3.4 Spare Parts, Inventory

DDOT shall provide a base of spare parts as listed in Exhibit A-8. The Contractor shall supply required spare parts and material needed in the operation of service, and shall implement an inventory management system to track usage and assist with ordering. At the conclusion of the contract, Contractor shall provide the same quantity as the base of spare parts.

C.5.3.5 Maintenance Management System

The Contractor shall implement a computer-based Maintenance Management System (MMS) approved by DDOT. The Maintenance Management System Software shall be provided by the contractor. The system shall be capable of tracking work orders, labor, material consumption and other resources associated with work performed on each vehicle and each system asset. The system shall also be capable of tracking required inspection dates for vehicles and all other system assets.

The MMS is also a tool for tracking and analysis of vehicle and system performance data. Daily data on mileage, availability, and system and subsystem failures shall be entered, and the Contractor shall track performance on a vehicle-specific basis and vehicle system-specific basis using the MMS as a source of information. The MMS shall be capable of generating reports that utilize the data stored in the above records.

C.5.3.6 Warranty Programs

The Contractor is responsible for effective administration and management of the warranty program for vehicles and all applicable systems and facilities. Responsibilities include tracking warranty status and requirements, effective identification of warranty and non-warranty work, and optimization of warranty periods. The warranty administration database shall be integrated with the MMS.

C.5.3.7 Maintenance Audits

DDOT shall have unrestricted access to all vehicle maintenance records during planned or unannounced visits or inspections to vehicles and Contractor's facility. DDOT shall be entitled, at all times, to conduct inspections of any vehicle in order to determine compliance with the provisions hereof.

DDOT will periodically utilize an independent maintenance auditor to provide expert review of the Contractor's maintenance practices and to audit the condition of DDOT's vehicles.

DDOT intends for these audits to not only act as an independent monitoring of the Contractor's maintenance efforts, but also as a method for the Contractor to demonstrate constant improvement. Audit reports will be available to the Contractor and the consultants will provide follow-up meetings and suggestions.

These fleet audits will include extensive vehicle inspections, utilizing the pits and lifts of the facility, and also involve inspection of maintenance documentation and Contractor's procedures. The Contractor must provide full cooperation to these consultants, arrange for efficient use of their time through facility and vehicle access, supply personnel to move vehicles, and make on-the-spot repairs, adjustments, etc.

DDOT will notify the Contractor at least 48 hours in advance regarding the upcoming collection of oil, transmission, coolant, or other fluids for analysis as part of an audit. During these 48 hours, the Contractor must inform DDOT of any scheduled preventive maintenance on any vehicle which might affect the samples to be tested.

Any deficiencies in the vehicle fleet identified by the audits shall be repaired by the Contractor. Within 10 days after notification of such deficiencies, the Contractor shall present a written repair schedule/timeline to DDOT for approval. Failure to submit such a schedule or to not complete the repairs according to an approved schedule will permit DDOT to procure a third party to complete such work at the Contractor's expense. Any deficiencies that render a vehicle out of service shall be repaired immediately.

In the event the Contractor disputes the independent auditor's findings, or believes for other reasons that DDOT should reimburse the Contractor for such repairs, the Contractor may seek DDOT's approval of a third party paid for by the Contractor and approved by DDOT, to provide a second opinion. With assistance from DDOT's auditor, DDOT will consider additional opinions and attempt to resolve the issue. If the dispute cannot be resolved within a reasonable timeframe, the decision of DDOT shall be final. Under no circumstances shall the Contractor be relieved of its responsibility for fully complying with adequate equipment requirements to meet service needs during such protest periods.

C.5.4 Personnel

C.5.4.1 General

The Contractor shall fully staff all positions proposed in its submittal.

The Contractor shall provide qualified management personnel necessary to meet all requirements as outlined in this RFP. The Contractor's management staff will have full responsibility for and be held accountable for meeting the specifications and requirements of this RFP and subsequent Contract between the parties. All Managers proposed by the Contractor shall be subject to approval of DDOT prior to their appointment. DDOT will not unreasonably withhold approval of the Contractor's proposed Managers, but will assess the candidate's technical competency, prior experience, availability, and education, along with other factors in determining if the candidate is suitable for the position. DDOT shall not be liable for any damages pursuant to a decision not to approve the Contractor's candidate for any position.

DDOT shall have the right to demand removal of any personnel furnished by the Contractor.

C.5.4.2 Personnel Policies

The Contractor shall have programs in place to attract qualified and high caliber employees to the positions involved in this contract. Offerors are required to describe the personnel

policies (including wages, benefits, working conditions, and promotion opportunities) in place to retain employees and minimize turnover in positions involved in this contract.

C.5.4.3 Appearance and Conduct

DDOT places great importance on the professional appearance and conduct of vehicle operators and other employees. Offerors are required to describe the policies they will implement on this project to ensure standards of conduct, dress and appearance, and customer service.

The Contractor shall have a uniform policy acceptable to DDOT that provides standardized uniforms and replacement uniforms to employees. The design of said uniforms shall require concurrence of DDOT. Other required uniform elements bearing the appropriate logo shall also be provided at no charge. Specific uniform and appearance requirements for operators shall be implemented for shirts, trousers, belts, shoes, outer garments and scarves/ties. Uniform standards shall also be implemented for maintenance personnel and supervisory personnel

At all times while performing their duties vehicle operators, supervisors, and trainers shall maintain a clean and neat appearance, and must wear the approved uniform. Each employee shall have a clean, pressed uniform at the start of each day. The Contractor shall provide a uniform cleaning service, including pickup and delivery of uniforms to their operations facility, at no cost to the employee and shall provide for emergency replacement of soiled uniforms. Each employee must also adhere to a code of personal grooming and hygiene established by the Contractor in conjunction with DDOT.

Contractor shall supply each employee a badge bearing the Streetcar logo, employee's name, photograph, and badge number. Contractor must control all identifying materials which are provided to employees and must require that all ID materials must be rendered by the employee upon termination.

C.5.4.4 Employee Relations

Contractor shall establish an employee grievance policy.

Contractor shall implement an Employee Review Program consisting of regular in-service reviews of operators (and other employees, upon DDOT request) and specific investigation of "problem" employees and formal procedures for refresher education and retraining. During the first year, operators will be reviewed and evaluated after three (3) months, six (6) months, and one (1) year, unless more frequent monitoring is deemed necessary. Thereafter, all operators shall receive at least an annual performance review and certification.

Contractor shall implement a program of progressive discipline for each category of employees. Included shall be policies and procedures for accident and complaint investigation, assignment of "points," and progressive discipline. Program shall include use of behavior modification techniques.

DDOT strongly encourages the contractor to devote considerable effort to developing the plan for hiring, training, and certifying new employees so as to minimize disruption of service during transition.

C.5.4.5 Employee Programs

Contractor shall implement an Employee Assistance Program for all employees serving under the DDOT Contract at no charge to the employee.

Contractor shall submit, for DDOT approval, employee incentive programs for each category of employee designed to provide positive reinforcement (e.g., most compliments, safe-operating awards, rollout inspections, awards ceremony, etc.). A complete description of this program shall be provided with the proposal.

C.5.4.6 Personnel Records

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

C.5.4.7 Training

The Contractor shall implement training and certification programs for operators, maintenance personnel and other employees. Contractor shall work with DDOT and DC Public Schools to develop appropriate training programs for DC students and residents.

It is DDOT's intention to develop a training program with the local school system to develop training programs that Contractor would be required to participate in. Contractor should outline approach to participating in such a training program.

Contractor shall develop and implement a program to ensure that all on-site managers become familiar with DDOT services, policies, and procedures so that clear, consistent, and comprehensive training and management is provided.

The Contractor shall make all employees available for an initial orientation session, which will be provided by DDOT. All subsequent graduating trainees shall be made available for a DDOT orientation.

C.5.4.8 Training Special Provisions - Streetcar Maintenance Apprenticeship Program

Employment and Training Agreement

For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force.

Offerors shall seek guidance from the DC Apprenticeship Council regarding positions that are subject to their guidelines. At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

C.5.5 Customer Service

The District places a priority on high quality customer service. The Contractor shall develop training programs and procedures which will guide employees in dealing with customers, and to address customer concerns and complaints expeditiously. The Contractor is required to investigate and respond to all passenger complaints, whether received directly or referred by DDOT. The Contractor shall at all times treat customers with respect and courtesy and shall undertake all reasonable means to provide required and/or requested assistance. The Contractor shall develop training programs and be highly sensitive to persons needing assistance. Any such programs and procedures shall also incorporate applicable regulations and programs for assisting passengers with special needs. DDOT may, at its sole discretion, require the removal or requalification of any Contractor employee from service for failure to comply with this obligation.

DDOT places great importance upon the timely and thorough resolution of passenger complaints. The Contractor shall attach the same significance to each passenger complaint. Contractor is responsible for forwarding complaints to DDOT and for following up to investigate and resolve the complaint.

The Contractor shall forward all complaints received to DDOT, and to investigate and respond to complaints as requested by DDOT. Contractor employees may receive oral or written comments/complaints. All Contractor employees shall document passenger comments/complaints using Contractor's customer comment form approved by DDOT. All such comments/complaints from riders and the public shall be transmitted to the Dispatch Office or Operations Center on a daily basis.

DDOT's own customer service center receives and documents all telephone, written, e-mail, and walk-up customer comments/complaints. DDOT logs them into its passenger comment database, and forwards a daily report to the Contractor for investigation and response as needed. The Contractor is required to track complaints appearing in these reports to ensure timely resolution. This tracking function shall maintain a link to the DDOT passenger comment database. Within three working days of receiving a customer complaint, the Contractor shall provide DDOT with a response, including: findings, a resolution (e.g. specific training and/or disciplinary action, etc.), and backup documentation (i.e. vehicle operator's name/number, vehicle number, location, etc.). The findings and resolution shall account for past performance, if applicable, in addition to the facts of the particular complaint. The Contractor shall also be responsible for incorporating the findings and resolution in the customer comment database within the same three-day time frame, and DDOT shall review the resolution and advise the Contractor whether the action taken is sufficient. DDOT reserves the right to direct the Contractor to take further actions as DDOT deems necessary.

The Contractor shall operate a Lost and Found function/location for storage and recovery of lost articles.

C.5.6 Marketing and Public Information

DDOT will provide an annual marketing budget to Contractor for payment of invoices related to marketing activities. Contractor shall, at DDOT's direction, pay invoices related to marketing activities in a timely manner. Contractor shall outline the markup required or a proposed form of reimbursement, if any, to manage the marketing budget and payment of invoices.

Contractor shall be responsible for implementation including activities such as development, printing, and distribution of timetables and other marketing materials as well as promotional efforts. The Contractor shall make schedules and other materials, as required by DDOT, available on all vehicles used for the provision of the service and at all stations. The Contractor shall ensure that DDOT-generated customer information notices, newsletters, etc. are properly distributed to passengers and posted in visible locations in each vehicle, as directed by DDOT. Expired materials shall be removed on the stated removal date.

The Contractor shall review and provide comments and recommendations on marketing activities as requested by DDOT. The Contractor shall be responsible for installation and removal of posters or decals on a monthly basis on the interior of the streetcars. The Contractor shall not affix or distribute on any streetcar or DDOT property any other advertising, political or other printed or published material, unless requested by DDOT. The Contractor shall not permit any loudspeaker, video or other device for the purpose of such advertising or other communication unless requested by DDOT.

DDOT will administer periodic passenger surveys. The Contractor shall ensure the cooperation of all personnel with any operational procedures pertaining to survey work, including the distribution/collection of survey questionnaires and related materials.

The Contractor shall provide such streetcars and operators as DDOT may from time-to-time specify for promotional events and photographs and shall ensure that such uses do not result in any impact to scheduled service.

The Contractor shall refer all media requests to DDOT.

C.5.7 Safety

C.5.7.1 Safety and Security Plans

In cooperation with DDOT and local emergency response agencies, the Contractor shall develop and implement safety and security plans consistent with the System Safety and Security Plan (SSSP), in accordance with regulatory requirements and transit industry practices. These plans will address safety of passengers, employees and the public and will include occupational safety and emergency response plans and procedures. These plans will also be required to meet the Federal Transit Administration System Safety Plan requirements. DDOT has prepared a SSSP and will work with the Contractor to refine it during the Start-up period in preparation for revenue service.

C.5.7.2 Facility Safety Programs

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

- Health and Safety
- Material Safety Data Sheets/System (MSDS)
- First Aid and CPR Training
- First Responder (on-scene incidents involving injuries, HAZMAT, fuel spills, etc.)
- Fire Bill (evacuation procedures, pull boxes and alarms, fire extinguisher locations)
- Other programs as mandated by regulations commensurate to the scope of their facility operation and maintenance responsibilities

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

C.5.7.3 Disaster Recovery Plan

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

C.5.7.4 Substance Abuse Testing Program

The Contractor shall implement a written Drug and Alcohol Testing program that is in compliance with Federal Regulations: 49 CFR Parts 655 and 40 regarding Federal Transit Administration requirements. A general description of this program shall be submitted with the proposal with the detailed program submitted to DDOT 120 days following Notice to Proceed. This includes having written policies describing which employees are subject to testing, what types of testing will occur, which behavior is prohibited and the consequences of violating the policy. In addition, DDOT requires that the Contractor's policies and procedures provide for the following, over and above the current FTA requirements:

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

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

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

- The Contractor shall secure the services of a DHHS certified Testing Laboratory, use an Evidential Breath Testing device approved by the National Highway Traffic Safety Administration (NHTSA). The Contractor's Medical Review Officer (MRO), Blood-Alcohol Technician (BAT), and Substance Abuse Professional (SAP) must all be properly certified and licensed according to 49 CFR Part 40. Prior to the beginning of this Contract, the successful Contractor shall submit copies of all required licenses and certifications for these individuals, labs, and devices to DDOT. At any time should any of the individuals or firms listed above be changed, the Contractor shall immediately notify DDOT.

- To the extent permitted by law, DDOT's Director and Chief of Staff, as well as their designees, should be documented in the Contractor's Policy to have access to test results and other documentation that the Contractor's Project Manager has access to. All confirmed positive drug and alcohol tests will be reported to the Contractor's General Manager.
- DDOT's own safety-sensitive employees are covered under DDOT's adopted Drug and Alcohol Testing Policy and remain in a separate testing pool.
- In accordance with 49 CFR Part 655, DDOT has obligatory oversight of the Contractor's drug and alcohol policies and procedures. Quarterly review by DDOT's Program Manager will be conducted to determine vendor compliance with 49 CFR Part 655 and 49 CFR Part 40.

C.5.8 Reporting and Records

C.5.8.1 Required Reports

The Contractor shall be required to submit reports as prescribed by this RFP and maintain all project records as requested by DDOT in approved formats and storage media. DDOT expects the Contractor to use data to proactively manage the Contract. Therefore, Contractor shall make extensive use of both exception and trend analysis reporting. Contractor shall submit all required report formats for DDOT approval sixty (60) days following Notice to Proceed.

The Contractor shall permit DDOT and authorized representatives to examine, audit, and analyze all data and records related to the project. All project records prepared by the Contractor shall be owned by DDOT and retained in accordance with DDOT's record retention procedures. The Contractor shall maintain all records within the DDOT service area in compliance with DDOT's record-retention policy. In addition to hard copies, records will be made available in a PC compatible format.

C.5.8.2 Computer Network and Equipment

The Contractor shall supply and maintain Contractor employees with sufficient personal computers (PCs), printers, and other peripheral equipment to perform or support all required functions under this contract.

The Contractor shall furnish and maintain software for these PCs as required and must equip each computer with the word processing, e-mail, database, and spreadsheet software in Microsoft Office 2007 or later. The Contractor will not require DDOT to incur computer-related charges for any reason without DDOT's prior written consent.

DDOT shall provide technical specifications for business systems to be acquired for this operation including run-cutting, Management Information Systems and maintenance packages. DDOT or its agent shall approve these systems before they are deployed for this project. Such systems will become the property of DDOT in the event of contract termination for any reason at any time.

C.5.8.3 National Transit Database (NTD) Reporting

Contractor shall be responsible for collection of FTA Section 5335(a) data and other pertinent ridership information. In the event that the National Transit Database requirements are changed by the FTA, the Contractor is required to update data collection and reports consistent with the new requirements. Contractor shall provide all supporting documentation

(on request) and prepare and submit monthly and annual National Transit Database reports to DDOT according to the following: Monthly Reports - Within 10 days of the previous month the Contractor shall complete and electronically submit to DDOT's Planning and Operations Department the following National Transit Database reporting forms.

- Transit Agency Service Module Report - Transit Agency Service including vehicle requirements by period and type of service, average daily and total monthly scheduled revenue hours and revenue miles, total monthly actual vehicle miles and actual vehicle hours (includes deadheads, special trips, excludes lost trips). Also Contractor is responsible for distribution and collection of boarding and alighting surveys on randomly selected trips to determine average passenger trip length.
- Asset Module Report - Revenue Vehicle Inventory including number of total vehicles, number of active vehicles, type of each vehicle, total lifetime mileage, annual mileage to date, ownership, funding source, manufacturer, model number, year of manufacture, year of rebuild (if pertinent), fuel type, length in feet, seating and standing capacity, wheelchair capacity, ADA accessibility status.
- Safety and Security Module Report - Transit Safety and Security Report including the DDOT-approved Accident/Incident Form for all major incidents (all transit related fatalities, accidents resulting in two or more injuries, accidents causing total property damage over \$25,000, evacuations, bus/rail collisions). Contractor shall report total number of non-major incidents and final supervisor reports (all transit related incidents resulting in one injury, total property damage between \$7,500 and \$24,999, and all transit related fires). Contractor is required to report total number of safety and security related incidents (all collisions, vehicles leaving the roadway, unclassified incidents and suicides).
- Financial Module Report - Operating Expenses Report separated by costs and summarized by function (vehicle operations, vehicle maintenance, non-vehicle maintenance and general administration) in object class. NTD definition requires reporting purchased transportation, fuels & lubricants, tires & tubes and other materials & supplies costs associated with operations.
- Annual Report - The Contractor shall assist DDOT staff in compilation and timely submission of annual report, due to FTA in October following the end of DDOT's fiscal year.
- Backup documentation justifying the data shown in the annual report regarding Transit Agency Service shall be supplied upon request. This includes all passenger mile sampling data, summary, and tabulation. Passenger Mile sampling techniques shall be approved by DDOT.

Contractor shall be responsible for calculation of annual passenger mile total and average passenger trip length calculation. Contractor shall be responsible for calculating fixed guideway and non-fixed guideway passenger miles and directional route miles (DDOT will provide fixed guideway segment details to the Contractor). Average passenger trip length calculation is derived from daily boarding and alighting surveys required in the Transit Agency Service Module Report. Backup documentation from the Contractor shall be provided immediately upon request and Contractor shall attest to its accuracy, responding to questions as necessary.

C.5.9 Fare System

The Contractor shall work with the District to develop, and be responsible for, operation and maintenance of the fare system. Operator shall be responsible for purchasing and installing tag/SmarTrip system compatible with the Metro system. This shall include, at a minimum, procurement and installation of all back-end communications and databases to create reports of vehicle location and on-time performance, and an arrival prediction system of display at all stops for customers. Acquisition of system will require negotiation and DDOT approval before purchase. Offerors are not expected to provide a cost for the purchase and installation in this proposal.

The operator will not be responsible for fare enforcement, though the operator will need to clear revenue from any SmarTrip equipment at the end of every day. Operators will not be paid on a basis related to fare collection. DDOT will provide fare enforcement personnel on the vehicle.

C.5.10 Start-Up Period

The Contractor shall participate in start-up programs and activities for approximately 15 months. A schedule of critical tasks to be accomplished or supported by the Contractor will be contained in the Start-Up Plan to be developed by the Contractor in coordination with DDOT. Offerors should outline their understanding of required activities and associated costs. Further details concerning Contractor responsibilities during the Start-Up Period are contained in Attachment A to this RFP.

C.5.11 Coordination with District and Other Agencies

Contractor shall work closely with DDOT and will meet at regular intervals to coordinate and review service issues.

The Contractor's General Manager and/or his authorized representative shall be responsible for supporting all intergovernmental relations efforts involving DDOT, as directed. Contractor shall, as directed by DDOT, coordinate closely with affected District, Federal, State, and private representatives on all service matters that affect the daily operation of the Streetcar service, such as road closures, inclement weather, and as they affect the operation of Streetcar service.

The Contractor shall, as directed by DDOT, attend citizen meetings to provide information concerning the transit system.

C.5.12 Use of Subcontractors

Offerors shall describe the opportunity for DDOT to participate in the review and selection of Subcontractors. The Contractor shall provide to DDOT copies of all subcontracts entered into by the Contractor. The Contractor shall be responsible for orientation and training of all subcontractors. The Contractor shall remain solely responsible for any work for which it employs subcontractors. If DDOT is dissatisfied with the performance of any subcontractor and consultation with the Contractor does not resolve the deficiency, DDOT reserves the right to request the Contractor to terminate the subcontractor in accordance with the provisions of the Subcontractor's agreement with the Contractor.

C.5.13 Changes to Policies and Procedures

DDOT reserves the right to require reasonable changes to the Contractor's policies, procedures, formats, practices and reports during the tenure of this Contract. It is understood

that while most, if not all, such items must be developed prior to the first day of revenue service provision, it is not possible for either DDOT or the Contractor to have clear advance knowledge and understanding of all future conditions, and the Contractor should anticipate the need to make changes and adjustments.

SECTION D: PACKAGING AND MARKING

- D.1** The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

SECTION E: INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant contract shall be governed by clause number five (5) Inspection of Supplies and clause number six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007.

E.1 General

The Contractor is required to achieve the minimum performance requirements identified in the detailed Scope of Work for the Streetcar as contained in Appendix A.

The District will monitor the performance of all aspects of the contract services by means of routine reports, direct observation of the system, planned and unannounced site visits, audits and inspection of vehicle and facilities conditions, and audits of records and Contractor data.

The Contractor shall keep required records and data, and shall submit regular reports to DDOT on the financial and operational performance of the Streetcar system. The Contractor will make additional records and data available to DDOT as required.

DDOT has the right to make periodic and frequent site inspections of equipment, facilities and vehicles used in the performance of the contract services.

E.2 Specific

Specific monitoring methods and criteria for performance are included in Attachment A.

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The base term of the contract shall be for a period of five years from date of award specified on the cover page of the contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for three (3) five year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least eighteen (18) months before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the eighteen (18) month preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be negotiated prior to exercise of the option.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed twenty (20) years.

F.3 DELIVERABLES

F.3.1 The Contractor shall perform the activities required to successfully complete the District's requirements as outlined in Attachment A and submit each deliverable to the Contract Administrator.

F.3.2. The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the Contract Administrator (CA) specified in Section G.9 below. The address of the CFO is:

Associate Chief Financial Officer
The District Department of Transportation (DDOT)
2000 14th Street, N.W., 6th floor
Washington, D. C. 20009
Telephone: (202) 671-2301

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8** Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

G.3.2 No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

The General Manager shall submit monthly invoices to DDOT within ten calendar days of the following month for services rendered during the monthly reporting period. Supporting back-up must include details for actual costs in the categories used for proposed costs. The Contractor must also provide monthly operational, ridership and fleet statistics. The monthly invoices shall be supported by back-up documentation as may be required by DDOT to establish that the amounts are allowable. Payment from DDOT shall be received approximately thirty (30) days following approval of invoice.

A detailed audit will be performed at DDOT's discretion to verify the billable hours. DDOT reserves the right to adjust payment based on the outcome of the audit. No payment will be made for hours billed in which the streetcar was not in revenue service.

This Contract award will be subject to negotiation and subject to availability of sufficient funds. Offeror's fees and overhead may be subject to audit and certification prior to notice to proceed. Offerors shall be prepared to negotiate in good faith using the detailed cost information provided in the proposal plus future negotiated prices to develop a cost per hour of Revenue Service.

Calculation of Payment The multiplication of the schedule hours actually operated each month times the Contractor's proposed rate per hour shall equal the monthly payment (plus any reimbursables and less any adjustments, liquidated damages, or other justified withholdings as indicated below).. The Contract amount may vary according to the number of revenue hours of service provided.

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

Option Year Pricing Option year pricing shall be based upon the previous year's pricing and negotiated with the successful Contractor at DDOT's option.

Changes in Responsibility Mutually agreed upon changes in the division of responsibilities between the DDOT and the Contractor may require a change in the negotiated rate. If a mutually agreeable rate cannot be established, DDOT shall make the final determination.

Audit Settlement If at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of DDOT or of any other agency funding this Contract, if applicable, conduct an audit of Contractor regarding the services provided to the DDOT per terms of the Contract, and if such audit finds that the DDOT's dollar liability for such service is less than the payments made by the DDOT, then Contractor agrees that the difference shall be either: (1) repaid within 10 days by Contractor to the DDOT by cash payment, or (2) at the DDOT's option, credited against any future payment hereunder to Contractor. If such audit finds that the DDOT's dollar liability for services provided hereunder is more than payments made by the DDOT to the Contractor, then difference shall be paid to the Contractor by the DDOT by cash payment, provided that in not event shall the DDOT's maximum obligation for the Contract, as set forth in the Contract, be exceeded.

Determination of Non-Performance

- 1 Notice to Contractor Upon determination by DDOT of a failure to meet established performance measure, a written notification will be delivered to the Contractor's home office, with a copy to its local Project Manager. Liquidated damages will not be applied without the Contractor receiving a written notice specifying the issue and detailing the time and nature of the occurrence.
- 2 Remedy of Non-Performance If the Contractor shall correct an occurrence of non-performance within five (5) working days of notification by DDOT, and the same is acceptable to DDOT, no adjustment will be assessed.
- 3 Adjustments/Liquidated Damages In the event that the Contractor fails to meet any performance standard established under this Contract, and fails to take satisfactory corrective action(s) within the time limits established under this Contract, adjustments in DDOT payment to the Contractor will be made as described below.

The Contractor and DDOT agree to the following schedule of liquidated damages for specific items of non-performance as specified below and in Attachment A Section 5 because actual damages are difficult to ascertain. Therefore, the amounts are established as liquidated damages and not as a forfeiture or penalty, for the Contractor's failure to comply with the specific terms and provisions. With prior notice to the Contractor, DDOT reserves the right to change the amount of liquidated damages imposed for specific items of nonperformance.

Service Delivery Failure to achieve the performance standards:

- Headway performance 96% - \$1000 per week
- Lack of required personnel: \$1000 per position per week
- Farebox System not operating- \$100 per day after the first 24 hours of being notified
- Climate Control. Failure to achieve the performance standards: \$100 per day, per vehicle

Vehicle Condition Failure to achieve the performance standards :

- Graffiti \$25 per event

- Minor Body Damage \$25 per event
- Major Body Damage \$100 per event
- Safety Equipment \$100 per event
- Vehicle Inspection \$100 per event
- Road Call Standards \$50 per event
- Maintenance Records \$500 per event

Reporting Requirements Failure to submit clear and accurate reports in Section C 5.8.1

- Weekly reports \$100 per week
- Accident/Incident \$100 per event
- Monthly report \$50 per day after the 15th working day of the month
- Inaccurate weekly route and fare reporting: \$500 per week

Uniforms Failure to achieve the performance standards in Section C.5.4.3

- Uniforms \$100 per event

Customer Complaints Failure to achieve the performance standards in Attachment A Section 5

\$100 per event

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee).”

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6.3 Subcontract requirements

G.6.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Jerry M. Carter
Office of Contracting and Procurement
Address: 55 M Street, SE, 7th Floor, Washington, DC 20003
Telephone: (202) 671-2270

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.8.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACT ADMINISTRATOR (CA)

- G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
 - G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
 - G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
 - G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
 - G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
 - G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.2** The address and telephone number of the CA is:

Ralph Burns
Deputy Associate Director
Progressive Transportation Services Administration
District Department of Transportation

55 M Street, South East – 3rd Floor
Washington, District of Columbia 20003
United States of America

202-369-7940
ralph.burns@dc.gov

G.9.3 The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

G.9.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.1.1.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.2 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. Wage Determination No.: 2005-2103, Revision No.: 10 dated 06/15/2010, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records

to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* (“First Source Act”).

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

H.5.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- (1) Document in a report to the CO its compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:

- (a) Material supporting a good faith effort to comply;
- (b) Referrals provided by DOES and other referral sources;
- (c) Advertisement of job openings listed with DOES and other referral sources; and
- (d) Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The CO may waive the provisions of section H.5.4 if the CO finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this section H.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

H.8 WAY TO WORK AMENDMENT ACT OF 2006

- H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.8.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

H.9.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

H.9.1.3 A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

H.9.2 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
 - H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
 - H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
 - H.9.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
 - H.9.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
 - H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
 - H.9.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
 - H.9.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
 - H.9.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.
- H.9.3 Subcontracting Plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:
- H.9.3.1** The dollar amount of the contract or procurement;
 - H.9.3.2** A brief description of the goods procured or the services contracted for;
 - H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;

H.9.3.4 Whether the subcontractors to the contract are currently certified business enterprises;

H.9.3.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.9.3.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

H.9.3.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.9.4 Enforcement and Penalties for Breach of Subcontracting Plan

H.9.4.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

H.9.4.2 There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

H.9.4.3 A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

H.10 DISTRICT RESPONSIBILITIES

The District is responsible for policy decisions and overall management control of the Streetcar system. The District will determine the level of service and the operating hours for the system. The District is responsible to provide fixed facilities including track, traction power system, stations, and an operations and maintenance facility (CBTC); the streetcar vehicles; and certain associated equipment. Specific facilities, vehicles and equipment to be provided by DDOT are identified within the Scope of Work (Attachment A and its Exhibits).

H.11 CONTRACTOR RESPONSIBILITIES

The Contractor is responsible for all day-to-day functions associated with the operation of the Streetcar, including train operation, service dispatch and management, provision of adequate number of qualified employees, training, safety, maintenance of vehicles, maintenance of facilities and systems, support for emergency response, customer service, provision of special services as required, assistance and participation in system testing and start-up activities, and administrative and recordkeeping functions. Specific facilities, vehicles and equipment to be provided by DDOT are identified within the Scope of Work (Attachment A and its Exhibits).

H.12 FEDERAL FUNDS

Future segments of the DC Streetcar System may include federal funding and may require contractor to comply with applicable federal requirements.

Contractors should be aware of circular 4220.1F regarding third party contracting guidance which shall apply if federal funds are used to support or construct the DC Streetcar system.
http://www.fta.dot.gov/documents/FTA_Circular_4220.1F.pdf

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

I.5.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers,

interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

I.5.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

I.5.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____ with (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided

that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.6 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$10,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.
5. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$2,000,000 annual aggregate.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

6. Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$100,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
7. Sexual/Physical Abuse & Molestation. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.
8. Environmental Liability Insurance. The Contractor shall provide a policy to cover costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of \$1,000,000 in coverage per incident and \$1,000,000 aggregate.
9. Employment Practices Liability. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of employment related claims which the District of Columbia would be

named as a co-defendant in claims arising from: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. Policy shall include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors Endorsement. The policy shall provide limits of \$1,000,000 for each wrongful act and \$1,000,000 annual aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Jerry M. Carter
Office of Contracting and Procurement
Address: 55 M Street, SE, 7th Floor, Washington, DC 20003
Telephone: (202) 671-2270

- H. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor’s Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

The contract awarded as a result of this RFP will contain the following clause:

ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.

I.12 GOVERNING LAW

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference.

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination No.: 2005-2103, Revision No.: 10, dated 06/15/2010
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit
J.8	Cost/Price Certification and Data Package available at www.ocp.dc.gov click on "Solicitation Attachments"
J.9	Attachment A- Scope of Services for Operation of the DC Streetcar with Exhibits A-1 through A-8
J.10	Becoming an Apprenticeship Sponsor
J.11	Cost Table
J.12	Hours Table

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The offeror, by checking the applicable box, represents that:

(a) It operates as:

- a corporation incorporated under the laws of the state of: _____
- an individual,
- a partnership,
- a nonprofit organization, or
- a joint venture.

(b) If the offeror is a foreign entity, it operates as:

- an individual,
- a joint venture, or
- a corporation registered for business in _____
(Country)

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor’s Order 85-85, “Compliance with Equal Opportunity Obligations in Contracts”, dated June 10, 1985 and the Office of Human Rights’ regulations, Chapter 11, “Equal Employment Opportunity Requirements in Contracts”, promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor’s Order 85-85 and the Office of Human Rights’ regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror _____ Date _____

Name _____ Title _____

Signature _____

Offeror ___ has ___ has not participated in a previous contract or subcontract subject to the Mayor’s Order 85-85. Offeror ___ has ___ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor’s Order.)

K.4 BUY AMERICAN CERTIFICATION

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, “Buy American Act”), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

_____ No person listed in Clause 13 of the SCP (Attachment J.1), “District Employees Not To Benefit” will benefit from this contract.

_____ The following person(s) listed in Clause 13 of the SCP (Attachment J.1), “District Employees Not To Benefit” may benefit from this contract. For each person listed, attach the affidavit required by Clause 13.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the offeror is considered to be a certification by the signatory that:

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
 - (i) those prices,
 - (ii) the intention to submit a contract, or
 - (iii) the methods or factors used to calculate the prices in the contract.
- 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and
- 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

- (b) Each signature of the offeror is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the offeror's organization);

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.7.

K.8 CERTIFICATION OF ELIGIBILITY

The offeror's signature shall be considered a certification by the signatory that the offeror, or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;
- C. does not have a proposed debarment pending; and

D. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Indicate below any exception to your certification of eligibility and to whom it applies, their position in the offeror's organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the offeror. Providing false information may result in criminal prosecution or administrative sanctions.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award a single contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

The District may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original, eight (8) printed copies and one electronic copy of the proposals shall be submitted in two separate binders, titled "Technical Proposal" and "Price Proposal". Printed proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Electronic copies shall be in Microsoft Office format or portable document format (PDF). Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCKA-2011-R-0121, DC Streetcar Operation and Maintenance RFP, *Name of Offeror*".

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in this RFP.

The following information must be included in the Technical Proposal binder:

A. Qualifications and Experience

1. Provide a general overview of the Offeror, describing corporate structure, parent companies and subsidiaries, primary area(s) of business; list corporate headquarters and major offices; list number of employee(s) and typical annual volume of business.
2. List all subcontractors expected to work on the DC Streetcar; list the functions they will perform; identify if any firm other than the Offeror will be responsible for other aspects of the Scope of Services.
3. Describe relevant projects by the Offeror and subcontractors over the past 10 years, highlighting those which include rail services.

- i. For rail projects, describe: type of service (streetcar, light rail, metro, regional rail), route/system length, number of stations, number of vehicles, annual operating statistics (train-miles, train hours, vehicle-miles, passengers carried), functions performed (transportation services, vehicle maintenance, facilities maintenance, other [describe]), number of employees supervised for each function performed, contract duration and annual contract value.
- ii. For relevant bus projects that operate similar to the DC Streetcar, describe: type of service (circulator, local, line-haul/express, regional), routes, number of vehicles, annual operating statistics (vehicle-miles, vehicle hours, passengers carried), functions performed (transportation services, vehicle maintenance, facilities/systems maintenance, other [describe]), number of employees supervised for each function performed, contract duration and annual contract value.
- iii. Describe if any of these projects were new services requiring testing and commissioning and service activation, including development of operating plans, standard operating procedures, safety plans, emergency plans, and safety certification; describe functions performed by the Offeror and/or key subcontractors in these areas.
- iv. Highlight those projects which are of a similar scope and scale as the Streetcar.

B. Organization and Staffing

1. Provide organization charts for the overall management of this contract and for the specific management of the streetcar service.
2. List key personnel, including those employed by subcontractors; describe relevant qualifications and experience of key staff; include staff resumes; indicate whether on-site in the District or at remote locations; provide references, including name, title, organization, address and telephone and e-mail contact information.
3. Provide a staffing plan by year including the start-up period and a list of total estimated staff by job categories with a brief description of duties to be performed by personnel in each category.

C. Past Performance

1. From the list of projects under Qualifications and Experience, provide references for at least five projects active within the past five years, including name, title, organization, address, and telephone and e-mail contact information. If the Offeror has less than five years of experience on similar projects, the Offeror must include all relevant experience during that period
2. For each project list key performance indicators required by contract, and the firm's performance to these indicators. List any other noteworthy achievements that demonstrate the firm's performance.

D. Approach to Operations and Maintenance

1. Describe the business practices, techniques, methodologies and concepts proposed to be utilized in carrying out the functions prescribed in the Scope of Work. For the streetcar service in particular, Offerors should demonstrate their familiarity with rail

transit line activation and service, including revenue train operation; facilities, systems and vehicle maintenance; supervision; and management and administration.

2. Describe how the Offeror's approach to providing transportation services will address the following:

Operations:

- Comprehensive mobilization and start-up plans to prepare for opening of the system and for each new segment as the system expands
- Development of operations and maintenance plans, describing how daily service requirements will be met
- Management approach to hiring and training of operators, supervisors and required staff to provide quality service to patrons
- Implementation of potential cost efficiencies in providing service and accomplishing tasks
- Coordination with DDOT, other contractors, other transit operators and emergency services providers
- Safety and security of passengers, facilities and transit vehicles
- Compliance with applicable safety standards and regulations
- Assurance that Offeror's decision-making authority is retained locally
- Availability of additional corporate resources, if necessary
- Coordination of activities and decision-making in the case of any third-party projects

Vehicle Maintenance

- Offeror's management approach to vehicle maintenance
- Provision of vehicle maintenance ensures vehicle availability, reliability and efficient use of resources
- Management approach to hiring and training of qualified vehicle mechanics
- Provision of replacement bus service for when the streetcar service is blocked or disrupted.

Right of Way Maintenance

- Offeror's management approach to Right of Way Maintenance
- Right of Way Maintenance activities and service are efficient and ensure streetcar service is reliable without disruption

Training and Expansion

- Offeror's management approach to ensuring qualified staff will be hired and trained to operate the expanded system in an orderly, efficient manner
3. Provide representative samples of job descriptions, standard operating procedures, emergency procedures, rule books and training programs developed for recent projects.
 4. Outline and briefly describe the steps required for mobilization and activation of transit service for the Streetcar. At a minimum, address the following:
 - Coordination with systems and facilities contractors and the vehicle supplier
 - Preparation of documents for organizational and operations management

- Occupancy of facilities
 - Employee hiring and training
 - Participation in acceptance testing of systems and vehicles
 - Procurement of components, spare parts, tools and equipment not provided by DDOT
 - Implementation of inventory controls
 - Development and introduction of a vehicle maintenance program
 - Emergency drills
 - Pre-revenue service
5. Describe how the offeror will assist DDOT with the marketing of streetcar services.
 6. Describe other functions the Offeror suggests be added to the Scope of Work.
 7. Include Attachment J-12 Hours Table outlining proposed hours for all positions required for operation and maintenance of the system as described in the RFP.

The Price Proposal binder shall include the Attachment J-11 Cost Table which shall outline Proposers rates for all employees to operate and maintain the system as outline in the RFP.

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.3.1 Proposal Submission

Proposals must be submitted no later than 2:00 p.m. on the date for submittal of proposals. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

L.3.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date and time for receipt of proposals.

L.3.3 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.3.4 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.3.5 Late Proposals

A late proposal, late modification or late request for withdrawal of a proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective Offeror has any questions relating to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than December 9, 2011. The District will not consider any questions received after that time. The District will furnish responses promptly to all prospective Offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.6.2 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.7 NOT USED

L.8 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.9 SIGNING OF OFFERS

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.10 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.11 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

L.12 PROPOSAL COSTS

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code §2-534, in order for the District to comply with §2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under §2-534(a)(1).

L.14 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to:

Jerry M. Carter
Office of Contracting and Procurement
Address: 55 M Street, SE, 7th Floor, Washington, DC 20003
Telephone: (202) 671-2270

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.16 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at a designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify contractor selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.17.1 Name, address, telephone number and federal tax identification number of offeror;

- L.17.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed “Clean Hands Certification” that is referenced in D.C. Official Code §47-2862, if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.17.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.18 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.19 GENERAL STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

- L.19.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.19.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

L.19.8 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

M.3 EVALUATION CRITERIA

Proposals will be evaluated based on the following evaluation factors in the manner described below:

M.3.1 TECHNICAL CRITERIA (60 Points Maximum)

M.3.1.1 Management, Organization and Staffing (30 Points)

In evaluating this criterion, the District shall assess the following:

- 1) Clarity and completeness of the organizational structure and staffing plan for the overall contract for Streetcar services.
- 2) Demonstrated understanding and recognition of the categories to be performed by the Offeror and by each subcontractor.
- 3) Qualifications and experience of key personnel directly related to this contract; adequacy of on-site presence; references.
- 4) Approach to fulfilling the estimated total staffing requirements for the services to be provided through this contract.
- 5) Approach to hiring, training and maintaining skilled labor for system startup
- 6) Approach to hiring and training for system expansion.

M.3.1.2 Approach to Operations (15 Points)

In evaluating this criterion, the District shall apply the following subfactors:

- 1) Soundness and appropriateness of the basic approach to operating the Streetcar services, managing the work and installing and developing qualified staff.
- 2) Depth of understanding of the requirements for planning, mobilization and start-up of a new rail service.
- 3) Approach to accomplishing Right of Way Maintenance duties.
- 4) Understanding of the coordination needed among DDOT, the contractor, other transit service providers, regulatory agencies, emergency service providers, public utilities, etc., in managing and operating transit service in the District.
- 5) Quality and completeness of sample documents prepared for similar contracts or proposed for this contract.

M.3.1.3 Approach to Vehicle Maintenance (15 Points)

In evaluating this criterion, the District shall apply the following subfactors:

- 1) Soundness and appropriateness of the basic approach to maintaining streetcar vehicles, managing the work and installing and developing qualified staff.
- 2) Depth of knowledge, experienced staff and understanding of the requirements for providing vehicle maintenance for rail service.
- 3) Quality and completeness of sample documents and maintenance plans prepared for similar contracts or proposed for this contract.

M.3.2 PRICE CRITERION (40 Points Maximum)

The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times \text{weight} = \text{Evaluated price score}$$

M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)

M.4 NOT USED

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

M.5.1 Application of Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

- M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
- M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.
- M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.5.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.5.3 Preferences for Certified Joint Ventures

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.5.4 Verification of Offeror's Certification as a Certified Business Enterprise

- M.5.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.
- M.5.4.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington DC 20001

- M.5.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

- M.6.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

M.6.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

REQUEST FOR PROPOSALS NUMBER: DCKA-2011-R-0121
OPERATION AND MAINTENANCE
OF THE DC STREETCAR SYSTEM (“STREETCAR”)

ATTACHMENT A
SCOPE OF SERVICES FOR OPERATION OF
THE DC STREETCAR
WITH EXHIBITS A-1 THROUGH A-8

SECTION 1: INTRODUCTION

1.1 Background

Planning for the Streetcar was initiated in 2003 as the first step in developing a new form of transit service for the community.

Construction is scheduled to begin under a schedule that projects sufficient completion to allow for system testing and certification in the spring of 2013 and the start of operation in on July 8, 2013.

Exhibits 1 through 8 present the scheduled project milestones in more detail, as well as technical information about the design specifications and characteristics of the line.

DDOT has determined that contract operation and maintenance is an effective and efficient means to initiate and sustain a high quality service that will complement the existing transit network and be an asset to the community.

1.2 Definitions

Car Barn/ Training Center: The yard and shop facility which will house the streetcars, the cleaning and maintenance functions, and the support offices and facilities

Contractor's General Manager: The Contractor's principal serving as the on-site Manager and primary contact person for the Streetcar Services contract.

Operating Rules or Rulebook: The defined policies and procedures which define the conduct of the operation of the Streetcar, and which forms a consistent basis for passenger operations, as supplemented by specific supplemental instructions and procedures.

OCS or Overhead Contact System: The substations and power transmission system which carries power to the streetcars.

OEM: Original Equipment Manufacturer

Pre-Revenue Service: The final phase of system testing and Start-Up during which scheduled service is operated in order to adjust schedules, conduct emergency exercises, and prepare for revenue operation, which is part of the Start-Up Period.

Project Manager: DDOT's Manager of Rail Services, who serves as DDOT's principal contact and is authorized to direct the Contractor with respect to the Work covered by this Contract.

Rail Activation Plan: A plan covering all aspects of the Streetcar activation.

Revenue Hours: The number of hours a streetcar is in service, carrying fare-paying passengers.

Revenue Service Date: The date of operation of the line for public use.

Start-Up Period: The period prior to revenue service operation, during which testing, training and systems integration activities are accomplished.

Streetcar Operator or Operator: Qualified Contractor staff who operate the streetcars.

Supplier or Vendor: The manufacturer or vendor of one or more components, parts, vehicles, and/or facilities of the Streetcar project.

Support Equipment: The contractor-provided equipment, tools, machines, inventory, and consumable materials necessary to maintain the streetcars, track, OCS, substations and the storage and maintenance facility.

System Safety and Security Program Plan (SSPP): A plan documenting the safety and security practices, procedures and training that DDOT has adopted for maintaining the system safety of the Streetcar service.

SECTION 2: CONTRACTOR RESPONSIBILITIES

2.1 Management Organization and Staffing

2.1.1 Operations Supervision

The Contractor will be responsible for all Line Dispatching and Supervision functions. These responsibilities include, but are not limited to:

- Provision of a sufficient number of qualified supervisory personnel
- Development of Operations Center procedures governing functions, staff, and security
- Adherence to the streetcar operating schedule
- Communication with Operators, Supervisors, and other field staff
- Operational management of the entire line to ensure safe operation
- Recovery from delays to bring the line back to schedule and implementation of other service restoration techniques
- Coordination with the Right of Way Maintenance, Station Maintenance, and Security contractors and/or key staff

The Contractor will provide appropriate supervisory personnel to ensure that there are a sufficient number of qualified personnel available during revenue service hours. Designation of the on-site individual(s) responsible for this function must be provided to DDOT. The Contractor is expected to hire, train, qualify and provide all supervisory personnel.

The Operations Center located at the operations and maintenance facility, now called the Car Barn and Training Center (CBTC) will serve as the central location for service management and communications.

Initial staffing levels will be finalized during the start-up period. Contractor will coordinate closely with DDOT to understand the projected system expansion schedule and requirements for additional operations and maintenance training and staffing.

2.1.2 Personnel Policies

The Contractor shall provide all labor, administrative, professional and supervisory personnel required to provide the contract services. All employees of the Contractor shall be under its sole direction and control and not employees or agents of DDOT. The Contractor shall supply competent and capable employees. DDOT may require the Contractor to remove an employee DDOT deems careless, incompetent, insubordinate, unsafe, or otherwise objectionable and whose continued employment on DDOT's property is not in the best interest of DDOT.

Upon request of DDOT, the Contractor shall grant DDOT access to and copies of the records of any employee of either the Contractor or any subcontractors. Such records must include, but are not limited to, timekeeping, drug and alcohol testing, efficiency testing, competency tests, qualifications, training, certification, motor vehicle operator license records and criminal records that directly relate to performance of the contract. Any information received by DDOT pursuant to this subsection shall be accorded the confidentiality required by law.

The Contractor must provide DDOT approved uniforms and appropriate safety protection equipment for employees. The Contractor shall provide, administer and maintain programs necessary to carry out human resources/employee relations functions as defined in the RFP.

2.1.3 Key Personnel

The core group of managers are considered to be Key Personnel whose functions are essential to the operation of the contract services. These positions include the General Manager, the Operations Manager, the Maintenance Manager, the Safety and Training Manager/Supervisor, and the senior supervisor or Operations Center manager for the Streetcar System.

The Contractor shall make all reasonable efforts to retain the individuals in these key positions. Initial appointment to these positions is subject to approval by DDOT. The Contractor must notify DDOT of any unplanned or extended absences or vacancies in these positions and must find qualified replacements as soon as practicable.

2.2 Operations

The Contractor will be directly responsible for all streetcar operations on the streetcar line. These responsibilities include but are not limited to the following:

- Provision of a sufficient number of qualified Operators
- Operation of rail vehicles
- Adherence to the schedule and vehicle assignments
- Provision of courteous customer service to passengers
- Performance of maintenance and pre-trip vehicle inspections
- Reporting of any problems or unusual conditions
- Maintenance of way functions
- All other functions related to streetcar operations

These functions will be carried out on a daily basis as part of the base revenue service. The Contractor is responsible to ensure that streetcars operate safely and on-time and to provide qualified and trained personnel to operate the line. The Contractor is required to hire, train, and supervise all personnel necessary for operation of the DC Streetcar. The Contractor will provide appropriate supervisory personnel who will ensure that Operators adhere to all applicable operating rules and regulations.

2.2.1 Operating Rulebook; Standard Operating Procedures

The Contractor will operate rail service according to the Operating Rules and Standard Procedures (SOPs) established for the line. The Contractor is responsible for developing the SOPs in coordination with, and approved by, DDOT. The safe and efficient operation of the line requires SOPs to ensure that critical tasks are carried out in a predictable, consistent and uniform manner. The SOPs must be clear, easily understood and published in a convenient form.

They are subject to periodic updating to reflect changes in the line or in procedure, and are subject to DDOT approval before being issued or updated.

The following are examples of the kinds of actions that require Standard Operating Procedures:

- Reporting on and off duty
- Dress and appearance standards
- Receiving, acknowledging and passing on critical work instructions
- Requirements to have certain manuals and equipment while on duty
- Public Address (PA) system announcements (list and texts)

- Procedures for communicating with riders and operations center
- Procedures for coordinating with Security personnel
- Procedures for communicating with emergency response personnel
- Vehicle Operator's and Maintainer's Inspection Checklist & Procedure
- Procedures for emergency scenarios
- Trouble-Shooting Procedures for responding to vehicle problems
- Procedures for opening and closing passenger loading doors
- Service interruption scenario recovery procedures
- ADA-related service requirements
- Collection of fares and fare data and delivery to designated locations, if applicable
- Other SOPs as the Contractor may determine necessary

2.2.2 Operator Availability

The Contractor must provide sufficient available personnel to ensure the reliable operation of service, including when regularly scheduled staff members are unavailable due to vacation, holidays, sick time, and other reasons. The Contractor must also be able to ensure the reliable operation of streetcar service for special event service as requested by DDOT and/or for additional scheduled service options as requested by DDOT.

2.2.3 Communications

Contractor is responsible to provide and maintain a system of operational communications to permit oral communications between train operators and the Operations Center. The system must include two-way radio capability using hand-held radios, in addition to the on-board streetcar radios. The Contractor shall provide, install and maintain the radio communications equipment. Contractor is also responsible to contract for the provision of on-time arrival information services and ensure provision of on-time travel information. These services will be negotiated and procured in the Start Up period.

Contractor is responsible for procurement and installation of all on-vehicle equipment to make a real-time arrival system operate. This shall include, at a minimum, procurement and installation of all back-end communications and databases to create reports of vehicle location and on-time performance, and an arrival prediction system of display at all stops for customers. This system shall be required to be compatible with the existing NextBus software and hardware in other local transit systems. During the Start Up period, Offerors shall outline the cost of equipment and provide the option for DDOT to procure and install the equipment and have the offeror maintain that equipment. The option to install real-time arrival signage at streetcar stops/shelters will be exercised at the discretion of DDOT and must be compatible with DDOT's existing agreement and commitments regarding advertising and cleaning of shelters.

The arrival prediction information and vehicle location information shall be published in an open format and accessible to all users electronically, including DDOT, WMATA, OCTO, and private developers.

2.3 Maintenance of Way

2.3.1 Maintenance of Track and Stations

The Contractor will be responsible for maintenance of track and its associated components, including track inspection and routine repairs. The Contractor's track maintenance plan must describe the intervals and procedures for inspection of track and track components such as switches, signals (exclusive to the streetcar system), track cleaning, tree trimming, maintenance of stations, trash removal, snow removal and graffiti removal. The Contractor is required to notify the responsible party when stations are not in a safe and clean condition.

The following general preventive maintenance requirements for track and stations are provided as examples only. Offerors should describe industry standards and recommended alternatives to the following activities and frequencies as appropriate:

Daily:

- Each station platform must be visually assessed throughout the day by streetcar operators who will look for garbage and trash on the platform, broken handrails or guide rails, burned- out lights and other safety concerns, and will report these issues to the operations center for immediate action.
- Trash removal (daily, or as necessary)

Weekly track maintenance and inspections:

- Walk the track looking for flat spots in the rail (caused by car wheel spin), broken track, and other damage.
- Lubricate sliding surfaces of track switches.
- Track switches equipped with power switch and lock machines should be cycled through the movement several times to assure proper operation.
- The track flangeway should be inspected for accumulation of sand and grit. A leaf blower, used regularly, will aide in keeping the flangeway clean. This is generally a weekly task, but frequency must be adjusted to account for changes that occur by season (i.e.: gravel on streets in winter, excessive leaves in the fall).

Monthly:

- Repaint safety walking-lane stripes when required (not necessarily each month).
- Check all station and other signage and replace when required.
- Regularly check track drains for obstructions.
- Manually operate all track switches to assure free movement.
- Inspect switch points for breakage and correct gap. Use point gap tool only.

Special Conditions and Requirements:

- Replace switch points as required.
- Repair flat spots in rail by welding and grinding.

- Snow removal as required
- Tree trimming as required
- Graffiti removal as required

Annual Major Maintenance:

- Schedule a once per year weekend outage (one or two days), for major track maintenance if required.

2.3.2 Maintenance of Power System

The Power System consists of DC Substations and the Overhead Contact System (OCS).

The following is a typical substation preventive maintenance plan presented as examples only. The actual preventive maintenance plan will be specified by the substation manufacturer, and detailed maintenance plans and procedures will be developed by the Contractor, based on manufacturer's recommendations.

Monthly:

- Clean and inspect the substation building, including exterior lighting.
- Perform operational test of annunciators.
- Clean and inspect battery rack in each substation.

Quarterly:

- Check voltage of battery rack and individual cells.
- Perform functional test of protective devices.

Annually:

- Clean, inspect, test, and lubricate feeder breakers.
- Clean and inspect rectifier module.
- Clean and inspect rectifier and auxiliary power transformers.
- Check battery rack connections
- Clean, inspect, and lubricate cubicle hardware.

The Contractor is responsible for preventive and corrective maintenance of the Overhead Contact System and its associated equipment and components. This includes periodic inspection of the system for proper wire alignment and tension, wear, and the condition of brackets, arms and other hardware, and the performance of repairs as required.

Overhead Contact System (OCS) Preventative Maintenance Requirements

The following is a typical preventive maintenance plan presented as examples only. The actual preventive maintenance plan will be specified by the component manufacturer.

After the first 3 months only:

- Trim wire length to adjust for elongation of the wire under tension. The height of the balance weights need to be verified at the ambient temperature.
- Adjust cantilever along-track displacement and steady arm positions after wire adjustments.
- Inspect jumper connections.

Monthly:

- Inspect all OCS components from the ground using binoculars where necessary. Note any evidence of arcing on section insulators and arc horns on the disconnect switches.
- Inspect all disconnect switches and locks.

Annually:

- Inspect all wiring and components closely using a bucket truck or similar equipment. Note any areas of excessive wear.
- Verify insulation using a megger on each line section.
- Check section insulators for mechanical or electrical damage.
- Check all wiring terminations.
- Verify proper height of balance weights.
- Clean, inspect, and lubricate disconnect switches.
- Measure height and stagger of supports and in mid-span for compliance to as-built records.
- Check adjustment of out-of-running wires at overlaps and cross-overs.
- Check integrity of all ground connections.

2.3.3 System Communications

DDOT is responsible for maintenance and repair of the traffic signal system along the streetcar alignment. The Contractor is responsible for maintenance of the installed Train to Wayside Communication system (TWC), the public address and variable message systems, on-board and hand-held radios, cellular telephone communications equipment, Next Bus/on-time arrival reader boards and any other necessary communications equipment. The Contractor is responsible for maintenance of on-time arrival services and to ensure provision of on-time travel information for customers. The Contractor is also responsible to provide operator to supervisor radio communications and to maintain and manage the on-time arrival system, contract and billing.

2.4 Fare Collection

DDOT has not selected the final equipment. Operator shall be responsible for purchasing and installing a tag/SmarTrip system compatible with the Metro system in the start-up year. Acquisition and installation of systems will require negotiation and DDOT approval before purchase.

2.5 Safety

The safety of passengers, employees, and the general public is a primary goal of DDOT. As such, DDOT has adopted and implemented safety programs, procedures, and initiatives to enhance safety and reduce the risk of accidents and hazardous conditions. The Contractor is expected to become knowledgeable of these policies and programs, to participate in updates and audits, and to adopt those which are applicable to its operations. This includes the DDOT System Safety and Security Program Plan, the System Safety Review Committee (SSRC), the State Safety Oversight Program and related elements. The Contractor will work closely with DDOT and its Construction Manager to provide all documents and records necessary for DDOT to obtain Safety Certification of the Streetcar line, a necessary precondition to revenue service operation.

The Contractor has sole responsibility for ensuring compliance with all safety regulations which may govern its operations.

The Contractor will establish appropriate substance abuse testing programs for all safety sensitive employees involved in streetcar services, as described in the RFP.

2.6 Security

Coordination with District Police, National Park Police, and representatives of the military facilities adjacent to the line will be involved in the development of security plans for the line.

Streetcar operators during their normal runs will routinely observe and report any unusual conditions, incidents and security concerns to the Operations Center. Operations supervisors will travel on the streetcar line as part of their regular duties and will observe and report unusual conditions to the Operations Center.

It is anticipated that cooperative agreements will be in place prior to the service date, to supplement staff activities with security assistance from WMATA at Metro stations adjacent to the line, and from District Police along the line.

Security at the Operations and Maintenance facility is the responsibility of the Contractor. The Contractor must implement adequate security measures to secure DDOT assets, including a system of access control.

Contractor is expected to establish Standard Operating Procedures (SOP) with regard to vehicle incidents. Vehicle operator shall contact supervisor assigned by Contractor. Supervisor shall be trained to address incidents on the vehicle and direct contact with the public. Protocol for contacting police for assistance and response shall be developed by the Contractor in consultation with the police. Contractor is responsible for securing the cars and maintenance facility.

2.7 Emergency Response

The safety and security of riders, employees and the public is the highest priority in the Streetcar operation. The Contractor will develop and implement emergency procedures subject to the approval of DDOT and will train all personnel on effective emergency response.

The Contractor is responsible for immediate response in all operational emergencies, including power outages, derailment, collision, downed wire or any condition that blocks or delays service.

The Contractor will coordinate on a regular basis with emergency services and will conduct periodic emergency drills.

2.8 Personnel and Training

The Contractor is required to implement personnel policies and hiring and training programs subject to approval by DDOT. These requirements are further detailed in the RFP.

In addition to training programs leading up to initial operation, the Contractor will implement ongoing training and certification programs for current and new employees. Streetcar operators must undergo annual testing and re-certification.

The Contractor will also conduct track safety orientations for its subcontractors and for any contractors or public agency personnel working on or in proximity to the right of way.

2.9 Customer Service and Information

The Contractor is required to support DDOT's information and customer service programs and Contractor's personnel are required to provide courteous and helpful service to riders and the public.

2.10 Vehicle Maintenance

2.10.1 Maintenance Facility/ Car Barn and Training Center

The Contractor will utilize DDOT's maintenance facility for cleaning, servicing and maintenance of the streetcar vehicles and will maintain the facility and its equipment. The Contractor will provide its own office space and support services/facilities until the Operations and Maintenance Facility is available for beneficial occupancy. The Contractor shall be provided with the plans and shall develop a Maintenance Program and procedures to fit the facility. The Contractor will have the use of DDOT installed shop equipment, which must be utilized in accordance with manufacturer's instructions and may not be modified without approval. The Contractor and/or its employees are responsible to provide hand tools.

Facilities Maintenance functions will be based at the maintenance facility, including track maintenance, power system maintenance, station and building maintenance, and communications maintenance unless portions of this work is subcontracted.

2.10.2 Maintenance of Streetcars

The Contractor shall provide the necessary resources, including materials and labor, to execute all tasks required to service, inspect and maintain DDOT's fleet of streetcars. The Contractor will develop a comprehensive preventive maintenance, inspection and cleaning program. This program will integrate a component-level Life Cycle Maintenance (LCM) concept, inspection requirements, OEM maintenance and cleaning standards, and will be appropriately designed and maintained for the DDOT fleet.

The LCM concept seeks to maximize the availability and functionality of the fleet through a regular-interval program of planned maintenance events occurring over the useful life of each vehicle. A set of service intervals are established and a defined set of inspection and maintenance activities is programmed for each interval. The goal of this philosophy is to prevent in-service failures through identification of milestones in a component's life where inspection,

servicing and/or replacement are critical to maintain 100% reliability of the component and its system. The Contractor shall develop the LCM Program using industry standards and maintenance practices appropriate for application to DDOT's streetcar fleet.

The Contractor shall be responsible for performing all corrective maintenance, defined as any maintenance required as a result of a failure or defect of a component or system in advance of scheduled replacement of the item. Corrective maintenance shall be performed in a timely manner to ensure fleet availability.

The Contractor shall maintain and update maintenance procedures and manuals. Within sixty (60) days after the Notice to Proceed, the Contractor shall submit for approval a preliminary Rail Vehicle Maintenance Plan, which describes the Contractor's proposed plan of maintaining the streetcars. The preliminary plan shall address, at a minimum, proposed staffing (including work shifts and coverage levels by shift daily), operation, maintenance, safety, and regulatory requirements. The Contractor is required to provide the levels of staffing and resources identified in their maintenance services proposal unless otherwise approved by DDOT.

2.10.1 Support Equipment

The Contractor is responsible for the maintenance of all fixed and portable support equipment, including test equipment, required to perform the work described within this RFP. The list of Support Equipment shall be developed and updated throughout the life of the Contract. The Contractor is required to prepare and implement a Support Equipment Maintenance Plan for mechanical and electrical equipment.

A preliminary list of fixed equipment provided as part of the Operations and Maintenance Facility is provided in Exhibit A-6.

2.10.2 Stores and Inventory Management

The Contractor will order and supply the necessary spare parts for the streetcars and other facilities and equipment, that are not provided by Project suppliers.

The Contractor will set up and operate the storeroom(s) at the Operations and Maintenance Facility. The Contractor is required to procure, store and issue the support inventory necessary for the provision of contract services. It is the Contractor's responsibility to manage the inventory and replenish as required, including timely procurement of long-lead-time items.

The Contractor is required to control and secure the inventory and to provide appropriate tracking and ordering systems that are integrated with the Contractor's maintenance management systems.

2.11 Operator Owned Vehicles:

By submitting a proposal, the Offeror agrees to negotiate in good faith and in accordance with DC and Federal regulations, a modification to this agreement; whereby the Offeror will provide DDOT streetcar vehicles to meet hours of operation to be defined by DDOT at a later date.

DDOT will provide the operator with streetcar vehicle specifications or vehicle requirements once that method has been developed. The Offeror will then be required to submit a proposal based on revenue hours and service levels.

DDOT requests that the Offeror submit general business terms and conditions for this agreement to be review by DDOT. Items to cover must include, but are not limited to: depreciation schedule, buy back-back options for termination or expiration of the operating agreement.

SECTION 3: START-UP PERIOD

3.1 Start-Up Activities

The Contractor will support the many tasks and activities that are prerequisites for the start of operation on the line. These include vehicle acceptance testing, systems testing and related coordination activities that must be completed prior to the commencement of revenue service. In coordination with DDOT, the Contractor shall prepare a Start-up Plan that identifies all its functions necessary to activate the service. The Start-Up Plan will be utilized as a component of the project's overall Rail Activation Plan (RAP).

The Contractor must identify in detail all required and proposed operation and maintenance Start-up tasks and an activity schedule. Offerors should describe their approach to the following activities as well as any recommended alternatives:

- 1) Development of employee training plans and programs to complement initial training provided by project suppliers
- 2) Development of employment related documents, including selection criteria, qualifications, and other factors
- 3) Selection of vehicle maintenance, streetcar operations, and other required personnel to support the project schedule.
- 4) Selection of management and administrative personnel as appropriate and approved by DDOT.
- 5) Training of personnel and development of a data management system.
- 6) Development of Rules, Standard Operating Procedures, Emergency Operating Procedures, and other required manuals and procedures.
- 7) Occupancy of the Operations and Maintenance Facility.
- 8) Other tasks as identified within this RFP.
- 9) Other tasks as deemed necessary by the Contractor in order to initiate initial vehicle testing and maintenance, and ultimately revenue operations, including participation in integrated systems testing and control of track access under protocols to be established with DDOT.
- 10) Acquisition and installation of an on-time arrival information system.
- 11) Contracting for Maintenance of Way services
- 12) Acquisition and installation of Fare Collection system as approved by DDOT

During the start-up phase of the system, one or more of the Contractors' staff may be required to travel to the car builder's facility to be trained on vehicle operations and maintenance. The budget for travel and lodging for training should be outlined in the Contractor's proposal.

3.2 Interface with System Construction and Testing

The Contractor will initially mobilize a small core staff to support Vehicle Acceptance Testing operations and post-acceptance vehicle maintenance activities. The Contractor will work with

the car builder's commissioning staff to operate the test vehicles and participate in training classes to gain knowledge about the vehicles and recommended maintenance practices and standards.

Subsequent to this initial activity, the Contractor will be required to interface with and support a wide variety of system testing and construction acceptance activities, and to prepare for operation of revenue service. Contractors will have no direct responsibility in testing and certification of system beyond the provision of operators for the vehicles. DDOT will provide the test matrix to the selected Contractor.

Many construction acceptance, system testing, and systems integration-related activities will occur concurrently within the Start-up period. The Contractor will work closely with DDOT staff during the system testing and integration phases of the project.

A listing of the main systems testing and integration activities includes but is not limited to:

- Participate in frequent coordination meetings to manage track access
- Testing of traffic signal equipment, including integration tests
- Testing of mainline/yard tracks or other facilities
- Operating Rules and Procedures development
- Vehicle acceptance and performance testing
- Training of other personnel
- Testing necessary to support Safety Certification activities
- Pre-revenue service testing, including periodic drills, displays, and group arrangements.

The Contractor is responsible for maintaining all logs, records, and reports which relate to the above listed items during the testing phase. These will be provided promptly to DDOT upon request.

It is vital for the Contractor to supply qualified personnel and complete its other key tasks in accordance with the project schedule, in order to provide timely support for the critical test and commissioning activities.

SECTION 4: REPORTING

4.1 Reports and Records

The Contractor shall maintain complete and accurate records of all operations including streetcar operations, dispatching, vehicle and shop equipment maintenance and other activities. The Contractor also shall maintain complete and accurate accounting records, including source documentation, of all expenses and revenues in connection with the services. All such records shall be prepared in accordance with Generally Accepted Accounting Principles and retained in accordance with DDOT policy.

4.2 Required Reports

The Contractor must supply the following reports to DDOT after Notice to Proceed. DDOT recognizes that some sections of these Reports may not be applicable during the Start-up phase of the contract services. The format of these reports shall be developed by the Contractor and subject to the review and approval of DDOT.

Immediate Reports

- Loss of life, injuries, major disruption of service and major damage
- Operating rule violations, drug/alcohol test failures
- Major vandalism, security, or other illegal activity
- Safety-related conditions including sprinkler outage at maintenance facility
- Any order imposed by a competent regulatory authority.

Daily Reports (due by 8 AM)

- Report on previous day's operations, including equipment availability, on-time performance, delays, ridership counts
- Accident and incident reports including power/OCS events
- Any security incidents

Monthly Reports (due within 10 days of the end of the month, See Exhibit A-4 Benchmarks for Reliability)

- Summary of ridership
- Summary of on-time performance
- Streetcar hour and car mile report (including revenue and deadhead miles.)
- Employee safety report (detail on injury, lost time, damage to equipment)
- Rail vehicle scheduled vs. actual maintenance, including MDBF statistics
- Planned major vehicle maintenance work
- Hazardous material disposal summary

Annual Report of Activities During the Previous Fiscal Year (due 60 days after end of fiscal year):

- Financial and operations statistics, ridership including passenger miles.
- Issues requiring action and recommendations
- Annual on-time performance reports for pre-revenue/revenue service
- Summary of all injury reports (passenger and employee)
- Summary of all operational incidents and/or vehicle failures which resulted in significant service delays or streetcar annulments.
- Summary of vehicle (routine and non-routine) maintenance, including MDBF
- Budget versus actual financial performance
- Other Reports and Plan Updates as required

4.3 Reports to External Agencies

As detailed in the RFP, the Contractor will be required to develop and maintain reports which may be required by regulatory or administrative agencies external to DDOT. While some reports will be required on a regular and on-going basis, others will be required on an “as-needed” basis. DDOT will work with the Contractor to help meet the ongoing reporting requirements.

SECTION 5: PERFORMANCE STANDARDS PROGRAM

5.1 Philosophy, Goals and Reporting

The DDOT desires to institute and maintain an excellent level of performance and quality of service. To that end, the DDOT has established Performance Standards for the Streetcar. Failing to meet the standards may result in adjustments to payment or liquidated damages and may ultimately lead to a termination for default.

Contractor must establish, submit for DDOT approval, and track Plans that outline detailed goals and objectives for On-Time Performance, Streetcar Maintenance Repair, Inventory, Safety and Customer Service. A general description of these Programs shall be submitted with Offeror's proposals. With proposals, Offerors should provide a schedule as to when detailed Programs will be submitted to DDOT for approval. These Programs will be refined and approved during the start-up period. Contractor will be held responsible for performance measures within their control. Examples of Programs and associated goals to be included in proposals include, but are not limited to, the following:

A) On-Time Performance

- Goal: 96% of headway coordination defined as maintaining separation of at least seven minutes and no more than fifteen minutes. The goal for the design build team is to design a system that allows streetcars to meet the 10 minute headway. The final design solution is not available at this time.

B) Streetcar Maintenance and Repair

- Goal: Streetcars available for 100% of scheduled service
- Mean Distance Between Failure, goal: 30,000 miles
- Climate Control, goal: HVAC system 98% operational measured at the point of pullout
- Goal: All repairs complete within three days
- ADA Equipment Status, goal: Operational 100% of Revenue Service
- PM Program Compliance
- Cleaning Program- Interior and Exterior of vehicle, goal: Clean 95% of Revenue Service
- Warranty Plan

C) Inventory Program

- Parts and Warehousing Plan

D) Safety

- Operator and Passenger Safety, Goal: 100% of Revenue Service
- Goal: Fire Suppression Status – 100% of Revenue Service

E) Customer Service

- Goal: Customer complaints less than 1 in 15,000 passengers
- Destination Sign Functional Goal: 98% of Revenue Service
- Stocking of maps and other materials Goal: 95% of Revenue Service
- Fare box goal: availability 100% of Revenue Service

F) Maintenance Facility Operation and Maintenance Program

5.2 Performance Standards

5.2.1 On-time Performance

Vehicles shall operate on time in accordance with established schedules. ‘On time’ is defined as maintaining no less than 7 and no more than 15 minutes between vehicles. The minimum standard for on-time performance is 96%. This percentage shall be determined on a monthly basis as the actual number of trips meeting the on-time performance standard divided by the total number of scheduled trips. Performance varying from this requirement shall be graded on one of the monthly scorecards. For the first three months of revenue service on Streetcar, on-time performance will not be scored as it may take a period of time for the Contractor to adjust to operating the new system.

Moving traffic violations received by any Contractor Employee in conduct of the Service must be reported immediately [no later than the same day as the incident] to the DDOT Project Officer. Upon DDOT’s request, the Contractor shall remove the Contractor Employee receiving a moving violation from assignment to this Contract.

The Contractor shall maintain daily records of on-time performance and prepare monthly reports showing these calculations. Circumstances for which schedule adherence is beyond the Contractor’s control, such as road/track blockages, accidents, etc., shall be noted and those trips removed from the calculation.

5.2.2 Missed or Incomplete Trips

All scheduled trips shall be operated. The minimum standard for scheduled trips operated is 98%. This percentage shall be determined on a monthly basis as the actual number of trips completed divided by the total number of trips scheduled. Performance varying from this requirement shall be graded on one of the monthly scorecards. The Contractor shall maintain daily records of missed or incomplete trips and prepare monthly reports showing these calculations. Circumstances for which missed or incomplete trips are beyond the Contractor’s control, such as road/track blockages, accidents, etc., shall be noted, and those trips removed from the calculation.

5.2.3 Vehicles

The Contractor shall maintain the streetcars at all times in safe working order and in a clean and presentable condition, and shall maintain required standards for the proper functioning of the lighting, heating, air conditioning, information signs, and the public address system. The Contractor shall maintain the interior and exterior cleanliness of streetcars at all times. All graffiti will be removed from the exterior and interior of vehicles immediately or as soon as practical, but no later than the start of the next service day.

Specific standards will be established for:

- Interior and exterior cleanliness
- Maintenance and Function
- Mean Distance Between Failures (MDBF)

Vehicle Condition. The Contractor shall maintain the vehicles at all times in safe working order and in a clean presentable manner.

All legally required safety-related equipment shall be in working order 100% of the time the vehicles are performing Revenue Service and all vehicles shall pass the D.C. Inspection at any time an Inspection is conducted.

All Maintenance records shall be complete and accurate, posting to permanent records within one (1) week, and contain no falsification of timeliness or description of repairs conducted.

Repair Standards. In conducting necessary repairs the Contractor will warrant that:

- A) Qualified maintenance personnel, utilizing appropriate tools and equipment, trained to complete such work have conducted the repairs;
- B) The repairs have been conducted to the best available standards of quality; and Original Equipment Manufacturers (“OEM”) approved parts have been used to affect the repairs consistent with warranty requirements.

Vehicle Maintenance Records – The Contractor shall maintain a complete individual vehicle history of every vehicle provided by DDOT. The fleet maintenance system shall be automated and be part of Contractor’s electronic management information system (MIS) report. The contractors shall maintain an individual file for each of the revenue vehicles including warranty work, inspections, parts, usage, unscheduled maintenance, oil usage, labor expended on each vehicle, and any other pertinent maintenance data.

Paper and electronic versions of these files shall be organized by vehicle number. The Contractor is responsible for keeping the vehicle file current throughout the term of the contract and shall make available complete copies of all vehicle files to DDOT at the end of the contract. DDOT or its agent shall have immediate access to all vehicle maintenance records during planned or unannounced visits or inspections of the Contractor’s facility for the duration of the contract.

The Contractor shall maintain records to document (but not limited to) the following:

- A) The completion of required inspections;
- B) The timely execution of scheduled servicing, including cleaning;
- C) Major repairs and replacement of vehicle basis;
- D) Use of parts and components;
- E) Unscheduled maintenance;
- F) Accident repairs and body work;
- G) Warranty work and claims;
- H) Frequency of service provided;
- I) Days of operation;
- J) Vehicle mileage and hours of operation for each vehicle including:
 - a. Total actual vehicle miles – the total miles a vehicle travels including deadhead miles;
 - b. Total actual vehicle revenue miles – the total miles the vehicle travels while in revenue service, excluding any deadhead miles;
 - c. Total scheduled vehicle revenue hours – the total hours the vehicle travels while in revenue service, excluding any deadhead;

- d. Total scheduled vehicle revenue miles – the total vehicle revenue miles computed from the scheduled service excluding deadhead, service interruptions, and special additional services
- K) Unlinked passenger trips – the number of passengers who board the public transportation vehicles (as determined by an actual 100% count or by a Federal Transit Administration (“FTA”) approved sampling procedure);
- L) Passenger Miles – the sum of the distances ridden by each passenger;
- M) Cost per rider;
- N) Ridership for each route as the System expands;

Mechanical and Body Repairs. Within three (3) days of learning of damage or the need for any repairs, the Contractor will complete or cause to have completed all mechanical repairs found necessary to maintain the function of all components and features of the vehicles unless otherwise directed in writing by DDOT.

- A) Body and frame repairs, inclusive of necessary painting, will be inspected and certified in writing as completed by Contractor (or Subcontractor) prior to returning the vehicle to Revenue Service.
- B) Minor body damage repairs shall be repaired as soon as possible, but not to exceed two (2) weeks, subject to the availability of OEM parts when needed.
- C) Major body damage shall be repaired before returning to vehicle to Revenue Service, not to exceed five (5) weeks out of Revenue Service, subject to the availability of OEM parts when needed.
- D) Repairs to non-working items that relate to safety shall be completed prior to returning the vehicle to Revenue Services. Failure of safety related items on a vehicle while performing Revenue Service shall require immediate removal of the vehicle from Revenue Service for repair. These items shall include legally required lights, working brakes or any other condition, mechanical or otherwise, that may have an effect on continued safe operation of a vehicle.
- E) The Contractor shall be responsible for providing any towing services necessary to complete repairs required. Such services shall be done in a safe manner that will not cause damage to the vehicle, its structure or components.
- F) Powertrain component replacements and repairs for non-warranty items will be the Contractor’s responsibility. All repairs and replacements shall be completed within two weeks of failure or request for replacement, unless otherwise approved.

Climate Control. Periodic inspection and servicing checklists will be developed that conform at least to manufactures’ most severe service recommendations and generally accepted best industry practices. The Contractor shall properly maintain operating HVAC systems on all revenue vehicles at all times. No revenue vehicle shall be permitted to enter revenue service without a properly functioning heating or air-conditioning system while revenue service. Streetcars must be readied for the air conditioning season by April 15 and winterized by November 15.

The Contractor shall maintain in operating order heating and air conditioning systems on all vehicles to at least the following standards:

The HVAC system must meet the modified Houston Pull Down requirements, with the air-conditioning to be fully operational at least from May 1 to October 1 of each year and heating fully operational during the remainder of the year.

Vehicle Cleanliness. The Contractor will ensure that cleaning occurs on all vehicles at regular intervals. Interiors shall be swept, dusted, trash emptied, floors and walls spot mopped and metal rails wiped clean at least once daily. Operators shall conduct regular policing for trash and debris and remove same during service hours.

- A) At least once each week, the floors shall be mopped and windows cleaned inside and out. Interior metal rails and walls shall be thoroughly cleaned and polished each week. Cleaning shall be done more frequently as needed.
- B) Exteriors shall be washed once weekly, or more frequently as required by weather.
- C) Each vehicle shall receive thorough/major cleaning, waxing and/or polishing as recommended by manufacturer to uphold interior and exterior materials and appearance.
- D) The interior passenger compartment shall be free of roaches and other insects or vermin, as well as noxious odors from cleaning products.
- E) Contractor shall remove all graffiti from the exterior and interior of the vehicles immediately or as soon as it is practical, but no later than the start of the next day's service. If the graffiti is offensive or vulgar and cannot be removed, that vehicle shall be taken out of service immediately.

Inventories – The Contractor shall maintain reasonable inventory levels to assure timely repair of vehicles/equipment. The contractor supplied parts inventory shall remain the property of the Contractor upon completion of the term of this Contract. Contractor shall submit a Parts and Warehousing Plan to DDOT for approval, including, at a minimum, loss prevention, shelf-life, and a critical items list.

Parts, Lubricants, Supplies – Contractor, at its sole cost and expense, shall maintain stores of and provide lubricants, repairs, parts, and supplies required for the maintenance and operation of all streetcars and service vehicles.

Painting of Vehicles – Vehicles will be delivered with special paint or decaling scheme for streetcar service. It will be the contractor's responsibility to maintain the color scheme, with painting/ decaling as needed, throughout the life of the contract.

Warranty Claims. The Contractor shall be responsible for documenting, filing and executing all warranty claims with the OEMs and component manufacturers. The Contractor must ensure that all vehicle manufacturer warranty work is accomplished to guarantee DDOT compliance with necessary warranty requirements. Contractor shall track all warranty work including parts and labor and submit claims for reimbursement to the manufacturer/ supplier. Contractor shall be responsible for defending claims and diligently pursuing claims that, in DDOT's, its agent's, or the Contractor's opinion are unjustifiably denied. DDOT may have its maintenance auditor review vehicle records to ensure warranty claims are being properly recorded, submitted, and defended.

Variations and OEM – No variation or vehicle system modified will be allowed without written authorization from DDOT. Only OEM parts and supplies may be used unless the Contractor

submits a written request to the DDOT, with all relevant documentation, for a specific case-by-case waiver from this requirement and is granted that request. As a result of the required vehicle repairs, the contractor shall ensure that all reassembly tasks are performed in such a manner that the vehicle remains in the OEM configuration as it was received. This includes but is not limited to the wiring configuration and clamping, powertrain components, and body assembly.

Quality Assurance and Audits – DDOT shall have immediate and unrestricted access to all revenue vehicles and revenue vehicle maintenance records during planned or unannounced visits or inspections to vehicle and Contractor’s facility for the duration of the Contract. Contractor shall immediately remove from operation any streetcar that is determined by DDOT to be in need of repair, cleaning, or other action.

Vehicle Defect Records – The contractor shall maintain records regarding any vehicle defect that occurs. Vehicle defect cards shall be made available to operators and staff on all vehicles operated under this contract. A vehicle defect report shall be completed as part of the pre-trip inspection on each vehicle and after service and filed chronologically by vehicle number. Operators will turn in defect cards prior to and after each shift to the Contractor’s staff person who is charged with reviewing each card to prevent streetcars with problems from going out on the next shift/assignment. Original vehicle defect reports shall be kept on file.

Responsibility – DDOT shall not be required to repair, replace, or maintain any streetcar. Contractor shall notify DDOT within 24 hours of any incident involving damage to a streetcar and extraordinary expenses. Contractor shall be fully responsible for all repair, maintenance, and replacement of all streetcars, as well as ancillary equipment either supplied by DDOT and/or installed by the Contractor during the term of the Contract, including timely repair of damaged streetcars. DDOT shall reimburse Contractor for actual documented, reasonable costs incurred by Contractor for such repairs. Contractor shall be responsible for pursuing and tracking any insurance claims from damage caused by others.

5.2.4 Stations

Contractor shall notify DDOT when stations and passenger areas are not in a safe and clean condition, required standards for lighting are not met, or information signs are not clean or maintained. It is the Contractor’s responsibility to maintain the Station platform area including all improvements on the platform except the shelter.

5.2.5 Power System

The Contractor shall maintain track and traction power systems according to manufacturer, installer and DDOT requirements as well as industry standards, and shall respond expeditiously to traction power outages to minimize delays to streetcars.

Responsibility – DDOT shall not be required to repair, replace, or maintain any component of the power system. Contractor shall be fully responsible for all repair, maintenance, and replacement of power system and its components, as well as ancillary equipment either supplied by DDOT and/or installed by the Contractor during the term of the Contract, including timely repair of damaged substations, overhead wires, support poles and ancillary equipment. Contractor shall notify DDOT within 24 hours of any incidents involving damage to the power

system and extraordinary expenses. DDOT shall reimburse actual documented, reasonable costs incurred by Contractor for such repairs. Contractor shall be responsible for pursuing and tracking any insurance claims from damage caused by others.

5.2.6 Maintenance Facility/ Car Barn and Training Center

Contractor shall submit to DDOT for approval an Operations and Maintenance Plan for the Car Barn and Training Center outlining standards to be applied for maintenance operations, including meeting applicable safety requirements and regulations, addressing accidents and lost time for maintenance employees, and the maintenance and security of the building, landscaping, grounds.

5.2.7 Customer Service

Customer Service Hospitality. Operators will welcome passengers, consistently demonstrate positive, friendly approach, and respond to questions and concerns to the best of their ability. Operators are required to announce all stops on the vehicle public address system in advance of stopping. Performance will be monitored by surveys, supervisors and spot checks.

Public Comments/Complaints It shall be an objective of the Contractor to limit bona fide complaints from the public, concerning the Contractor's performance of services to one (1) per fifteen thousand (15,000) passengers per month. Complaints received by DDOT will be forwarded to the Contractor for handling. The Contractor will research the complaint and respond to DDOT and/or the recipient of the complaint. The Contractor will provide step-by-step disciplinary procedure in the Operator's Handbook to handle complaints about service provided by Operators.

SECTION 6: END OF CONTRACT

6.1 Transition Requirements

At the end of the contract period, if the services of the Contractor are not continued by DDOT, the Contractor is required to facilitate an orderly transition to the new contractor or DDOT staff. This responsibility includes vacating all facilities at the designated date and time; leaving all rolling stock, facilities and equipment occupied or used by the Contractor in a state of good repair; and ensuring that all records are up to date and available to DDOT.

The Contractor is required to work with the new contractor to facilitate transition of its existing personnel assigned to the Streetcar to a new contractor (new employer).

The Contractor selected as a result of this procurement shall cooperate with DDOT to effect a smooth transition to any successor contractor at the expiration of this Contract. Requirements include, but are not limited to, those listed below.

6.1.1 Access

The Contractor shall provide DDOT and any new service provider reasonable access to the operating facility and the revenue vehicles. Contractor shall ensure that adequate insurance is provided by the incoming contractor and that inspection and testing of vehicles does not prevent operation of contractually-required service.

6.1.2 Data and Documents

The Contractor shall provide DDOT all records associated with the Contract including all maintenance documentation. The Contractor shall share (to the extent permitted by law) with the new service provider wage, benefit, employee records and other relevant information relating to any Contractor employees who at any time engaged in providing the DDOT services. The Contractor shall provide DDOT and the new service provider copies of all leases, permits, licenses, and other relevant documents, including any service information and promotional material. The Contractor shall provide DDOT with all documents pertaining to Drug and Alcohol requirements. At the expiration of this Contract, the Contractor shall furnish all records associated with the DDOT Contract to DDOT for DDOT's retention in accordance with DDOT records retention policy.

6.2 Turnover of Assets

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

6.2.1 Vehicle Turnover Inspection

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

- a. Copies of the inspection procedures for each make and model vehicle, including blank copies of the approved checklist.
- b. Copies of the completed reports for each vehicle inspected showing which items passed, which failed, and which were borderline, with accompanying explanatory notes. Forms will be divided into functional categories including all systems and structures on the vehicle as well as operating tests, maintenance records and fluid samples.
- c. Summarized list of defects found on each vehicle inspected, listed by functional category
- d. A summary of the findings itemizing the common and recurring defects listed by the above functional categories, by vehicle model and year of manufacture.
- e. The number of vehicles that share the same defect.
- f. Defects will be rank-ordered from the most extensive to the least extensive and prioritized by recommended repair urgency. The analysis will also include discussion of the severity or detrimental impact that these defects pose in terms of safety, comfort and convenience, structural integrity, life expectancy of the engine, transmission or other major components and subsystems including fuel economy or other associated repair costs.
- g. Repair cost estimates for each vehicle, broken down by parts cost, labor hours, labor rates, and total estimated repair cost. These estimates will be used to facilitate a clean handoff from the incumbent maintenance contractor to the successor Contractor whereby the incoming operator assumes full responsibility for maintenance and repair of all vehicles as at the time the fleet is transitioned.
- h. As part of the final inspection, digital photos will be taken of all body and interior damage for easy review, corrective actions, and historical record.

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

6.2.2 Final Inspection

The parties together with the auditor shall conduct a final inspection of DDOT vehicles on or about the date the Contract expires to determine that the repair work required to be performed pursuant to the initial inspection report is in fact complete and to identify any additional repairs needed to be made that arose or were otherwise identified since the initial inspection was completed. If the Contractor elects to complete the repair work itself and any repair work remains incomplete as of the date the DDOT vehicles are returned to DDOT, then the Contractor shall pay to DDOT on that date an amount equal to the cost of the remaining repair work as determined by the auditor or DDOT shall use the security posted by the Contractor. Contractor shall also be responsible for any vehicle lease costs incurred by the incoming Contractor in the event that repairs cannot be made within the specified 60 day timeframe while maintaining required service levels.

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

LIST OF EXHIBITS

- Exhibit A-1: Operations and Maintenance Plan (Draft)
- Exhibit A-2: Description of Streetcar Vehicles
- Exhibit A-3: Station Locations and Platform Layout
- Exhibit A-4: Benchmarks for Reliability
- Exhibit A-5: Traction Power System Summary & Schematic Drawings
- Exhibit A-6: Operations and Maintenance Facility and Permanent Equipment Specifications
- Exhibit A-7: List of Special Tools Provided for O&M Facility
- Exhibit A-8: Lists of Spare Parts Provided

END OF ATTACHMENT A – SCOPE OF SERVICES FOR DC STREETCAR

Job Descriptions

The job descriptions outlined below are proposed to provide a model for Offerors to work from and for DDOT to evaluate Offeror's proposals. If Offeror believes, based on their business strategy and experience, they wish to adjust the number of positions or the job responsibilities, or both, those positions and duties should be adjusted to the model and clearly defined.

Job Descriptions

1. **General Manager/Chief Operating Officer:** In charge of operations. Primary contact for contractor. Responsible for all aspects of the DDOT operations and maintenance contract. With small operations of 4 vehicles, recommended that GM assume responsibilities of the Manager of Operations and Safety.
2. **Executive Assistant:** Support for General Manager, fiscal control and invoices to DDOT, prepare reports on performance in accordance with the DDOT contract.
3. **Manager of Operations and Safety:** Responsible for overseeing the operations, scheduling supervision and operations
4. **Manager of Safety:** safety oversight and compliance.
5. **Supervisor/Dispatcher:** Responsible for operations control during the entire period of operation. First call for incident response. Certified to operate the vehicle in the event relief is needed. Maintains logs on activity. Implements safety procedures and oversees Standard Operating Procedures.
6. **Clerical:** Maintains files and logs of operations and performance. Maintains time sheets for hours of employees.
7. **Maintenance Manager:** Oversees vehicle maintenance and responsible for asset management. Administers contracts and services for maintenance of way.
8. **Maintenance Supervisor:** Oversees the mechanics, assigns work for vehicle maintenance, oversees parts acquisition and inventory.
9. **Mechanic:** Maintains the vehicles. There are two classifications of mechanics: Journeyman and Apprentices.
10. **Training Maintenance Technician:** Trains mechanics and performs streetcar maintenance.
11. **Cleaners:** Clean vehicles, platforms, track, and maintenance facility.
12. **Parts Acquisition:** Maintains inventory of parts and supplies. Orders equipment, replacements and other acquisitions. Maintains the records on all vehicle and equipment maintenance.

J-12- HOURS TABLE

1. Start-up refers to contract activities that occur in preparation for beginning revenue service operations, such as refining operating procedures, test operations and training.
2. Offerors are encouraged to achieve effective and efficient work force utilization by combining functions

	Start Up Period		YEAR 1 of Revenue Service 25,792 Revenue Hours,	
	# FTE	Avg. Hours/ Employee	# FTE	Avg. Hours/ Employee
MANAGEMENT AND ADMINISTRATION				
General Manager				
Executive Assistant				
Subtotal				
OPERATIONS				
Manager of Operations/Safety				
Supervisors/Dispatcher				
Operators				
Clerical				
Subtotal				
VEHICLE MAINTENANCE				
Manager of Maintenance				
Maintenance Supervisor				
Mechanic				
Cleaners				
Parts Acquisition				
Subtotal				