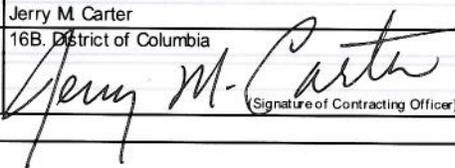


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages 1 12	
2. Amendment/Modification Number Seven (7)	3. Effective Date See Box 16C	4. Requisition/Purchase Request No.		5. Solicitation Caption: Operation & Maintenance of the DC Streetcar Sys.	
6. Issued By: Office of 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					
X	The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" 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.)					
The solicitation is amended as follows:					
Future Amendments: DDOT is working on amendments to the Streetcar Operation and Maintenance RFP that will include the following elements:					
- The RFP selection criteria will be revised to be based upon qualifications and pricing elements to reflect the fact that significant elements of the system are still in design.					
- The deadline for submissions will be extended.					
- Another round of questions and answers will be allowed after the release of revised selection criteria.					
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)			 (Signature of Contracting Officer)		11/7/11

INSERT the following statement after the 1st sentence in Section B.5.1. as modified in Amendment #6 as follows:

Offerors should assume revenue Operation begins July 8, 2013. **A separate Notice to Proceed will be issued for each segment.** Segments are scheduled to open as follows:

ADD the following sections to Section B.5 District Assumptions:

B.5.5 Offerors should assume that the operation and maintenance services provided by the Contractor for each additional segment beyond the initial H St. segment will be authorized by a separate Notice to Proceed (NTP) from DDOT. Pricing for future lines will be negotiated prior to NTP.

B.5.6 Non-Disclosure Form

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.

ADD the following to Section B.3-Cost Schedule:

Base and Marginal Rates DDOT will contract for operational services at a fixed base rate per scheduled hour, as determined by the printed daily schedule in the Exhibit 1-A DC Streetcar Operation and Maintenance Plan. However, DDOT reserves the right to contract for hours outside this range. The base rate will be paid for all hours up to the number indicated which may vary up to a 20% increase or decrease in service without a change in the base rate. In addition to the base rate, Offerors may provide separate marginal rates, as appropriate, that reflect increases or decreases in fixed costs for service hours performed which are 20% above or below the hours outlined. The "marginal rate" for hours more than 20% of what is indicated will be less than the fully allocated "base rate" for the initial service package, as the incremental addition or deletion of service will not affect certain "fixed costs" that are included in the original rate. It is assumed the opposite is true for hours less than 20% of what is indicated.

ADD the following to Section G.4 PAYMENT:

This Contract award will be subject to negotiation and subject to availability of sufficient funds – Offeror's fees and overhead may be subject to audit and certification prior to notice to proceed. Offeror's should be prepared to provide detailed cost information, including auditing overhead rates, if they are selected for negotiation.

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 (less any adjustments, liquidated damages, or other justified withholdings as indicated below). The revenue hourly prices proposed shall remain firm and shall include all charges that may be

incurred in fulfilling the terms of this Contract. The Contract amount may vary according to the number of revenue hours of service and hence revenue hours required to be provided by DDOT.

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 either the base and/or marginal Contract rates. 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 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 described in Section 10:

- Headway performance 96% - \$1000 per week
- Operators not correctly logged onto the fare box system: \$100 per occurrence
- Lack of required personnel: \$1000 per position per week
- 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

- 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

- Uniforms \$100 per event

Customer complaints Failure to achieve the performance standards

\$100 per event

ADD the following to Section H-Special Contract Requirements:

H. 12 Federal Funds:

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

ADD the following to the bottom of Page 12 of Attachment J.9 (Scope of Services for Operations of the DC Streetcar):

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 reviewed by DDOT. Items to cover must include, but are not limited to: depreciation schedule, buy-back options for termination or expiration of the operating agreement.

DELETE Section 5 PERFORMANCE STANDARDS PROGRAM of Attachment J.9 in its entirety and **REPLACE** with the following:

SECTION 5: PERFORMANCE STANDARDS PROGRAM

5.1 Philosophy, Goals and Reporting

The District desires to institute and maintain an excellent level of performance and quality of service. To that end, the District has established Performance Standards for the Streetcar. Falling short of 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 Programs 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. 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 to maintain separation of at least seven minutes and no more than fifteen minutes
- 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. 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. 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 confirm 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 sport 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.