

**Request for Proposals
Transportation Services for Arlington Trolley**

Arlington Entertainment Area Management District

- SUBJECT:** Request for Proposals to Provide Transportation Services for the Arlington Entertainment Area Management District in Arlington, Texas
- INVITATION:** The mission of the Arlington Entertainment Area Management District (“the District”) is to provide transportation services for guests that are staying in member hotels to visit recreation-entertainment park Six Flags Over Texas, the water park Hurricane Harbor, Globe Life Park (home of the American League Texas Rangers), AT&T Stadium (home of the National Football League Dallas Cowboys), and other venues within the District, and to attend events at the Arlington Convention Center. The District was created in December 1995 as a municipal management district under Chapter 375 of the Texas Local Government Code. The District is a political subdivision of the state. The District invites firms to submit an offer in response to this Request for Proposals (RFP). The RFP will be posted on the District’s website at www.arlingtontrolley.com
- PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be held Tuesday, March 7, 2017, for all interested parties. The pre-proposal conference is recommended but not mandatory. Questions relating to proposal procedures, proposal requirements, and proposal evaluation will be answered. The pre-proposal conference will be held at 2:00 p.m. in the Conference Room, at the Arlington Convention & Visitors Bureau, 1905 E Randol Mill Rd, Arlington, TX 76011.
- QUESTIONS:** All questions regarding this RFP shall be presented to the District’s Representative, Melinda Brittain, email trolleygm@gmail.com by February 28, 2017. Questions submitted by the deadline will be answered at the Pre-Proposal Conference on March 7, 2017.
- PROCUREMENT:** This is a competitively negotiated procurement. Technical and Price Proposals will be evaluated by an Evaluation Committee according to specified evaluation criteria.
- AWARD:** Award does not have to be made to the Proposer submitting the lowest-priced proposal, but rather the best proposal responding to all RFP requirements as determined by the evaluation criteria and evaluation procedures.
- TECHNICAL PROPOSAL DEADLINE:** Proposals submitted in an envelope or box as described herein will be received until 4:00 p.m. local time on Tuesday, April 18, 2017 to the attention of the Arlington Entertainment Area Management District, c/o Arlington Convention & Visitors Bureau, 1905 E. Randol Mill Rd, Arlington, TX 76011, 817-925-4776.
- PERFORMANCE PERIOD:** The performance period will be for a five (5) year period after the start of service date. The performance period may be extended for up to two additional 2-year options. The contract effective date is anticipated to be January 1, 2018.

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Part I – General Information

Section 1: Definitions

1.0 Definitions

Unless otherwise specifically stated, the following terms shall have the following definitions.

1.1 AEAMD or “the District”

Arlington Entertainment Area Management District, Arlington, TX

1.2 RFP

Request for Proposal means a solicitation of a formal sealed proposal.

1.3 Technical Proposal

Documents offered by Proposer to the District pursuant to the RFP, including narrative and related material.

1.4 Price Proposal

Price proposal offered by Proposer to the District pursuant to the RFP.

1.5 Proposer

Firm or firms, who offer a proposal pursuant to this Request for Proposal.

1.6 Contractor

The successful Proposer that will enter into a negotiated agreement with the District at the conclusion of the proposal selection process.

1.7 District Representative

The individual named by the AEAMD Board of Directors to act on behalf of the District during the procurement process for the RFP. The Representative is Melinda Brittain, email trolleygm@gmail.com or telephone 817- 822-2586.

1.8 District General Manager

The individual named by the AEAMD Board of Directors to represent all District members in management and oversight of the Contractor during the performance of the scope of work as required by the negotiated agreement between AEAMD and the Contractor.

1.9 Agreement or Contract

The Proposer awarded a contract pursuant to this RFP will, after the award, execute an agreement with the District in a form substantially as contained in the "Proposed Contract" attached to this RFP, with such changes as may be necessary to incorporate in the agreement the elements of the accepted proposal.

Section 2: Background

2.0 Background

The mission of the Arlington Entertainment Area District (“the District”) is to provide transportation services for guests that are staying in member hotels to visit the recreation-entertainment park Six Flags Over Texas, Hurricane Harbor, Globe Life Park, AT&T Stadium, and other venues within the District, and to attend events at the Arlington Convention Center.

2.1 District History

A geographical area of the city of Arlington, Texas has come to be known as the “entertainment district” because it includes the recreation-entertainment park Six Flags Over Texas, the water park Hurricane Harbor, Globe Life Park, AT&T Stadium, the Arlington Convention Center and numerous supporting hotels and restaurants. In the mid-1990s, the hotels and the Arlington Convention & Visitors Bureau considered for several years the idea of a free trolley service in the "entertainment district". In 1995, with the support of the bureau, the hotels petitioned the Texas Natural Resources Conservation Commission (now the Texas Commission on Environmental Quality – the TCEQ) asking for the creation of the district as the entity to provide the trolley service.

2.2 Legal Basis

The District was created in December 1995 as a municipal management district under Chapter 375 of the Texas Local Government Code. The District is a political subdivision of the state, essentially autonomous within the framework of the authorizing legislation and subject to the oversight of the TCEQ. The City Council of the City of Arlington consented to the creation of the district, and the City Council must approve its slate of directors appointed at full term. Otherwise, the district has an informal cooperative relationship with the City of Arlington.

Hotel properties are assessed to pay for district operations. An assessment was levied in September 1996 pursuant to a petition of real property owners and in accordance with applicable state law. A continuing assessment is secured by a lien on the real property. The assessment formula provides for a monthly payment for hotel rooms occupied by guests other than extended-stay guests.

2.3 Governance

The District is governed by a nine-member board of directors meeting qualifications prescribed in Chapter 375. The board is comprised of general managers of six member hotels, representatives of the Texas Rangers and Six Flags Over Texas, and the chief executive of the Arlington Convention & Visitors Bureau. Board members serve four-year terms under appointment approved by the City Council of the City of Arlington.

2.4 Management/Operations

The District is managed by a retained professional under contract to coordinate all board activities and to administer a contract for operations and maintenance of transportation

services. Transportation services are provided under a turnkey operating agreement. The current contractor is McDonald Transit Associates, Inc. The current agreement will expire December 31, 2017.

2.5 Transportation Services

The District's contractor operates a fleet of rubber-tired passenger vehicles designed to portray a period "trolley" theme. The trolleys provide transportation services on prescribed routes to guests of District member hotels between those hotels and area attractions: Six Flags Over Texas, Hurricane Harbor, Globe Life Park, and the Arlington Convention Center. Some hotels participate in route services to events at AT&T Stadium. Ridership is not open to the general public.

The District operates the route service seasonally, i.e., during the Six Flags season of March through September (not the fall and winter seasons) and on days of Texas Ranger home games, Cowboy home games, and other events at AT&T Stadium. The route service is available to hotel guests only, identified upon boarding by hotel-issued trolley passes. The trolleys operate during the morning and evening peak periods and on schedules as appropriate for ball games and events.

In addition to route service, by prior arrangement typically made through the Arlington Convention & Visitors Bureau, the District provides supplemental service to meeting groups staying at District hotels. Vehicles are dedicated to group use. Supplemental service is available year-round. Transportation services are occasionally provided to destinations outside District boundaries.

Since transportation is free to the passenger-guest without payment of fare, exact ridership numbers are not maintained. Annual ridership in 2015 was about 100,000 passengers, with 95% of that number consisting of route service passengers.

Additional information concerning District operations can be found at the District's website: <http://www.arlingtontrolley.com>

2.7 Expanded Transportation Services

Development within the Entertainment District is expanding. The Texas Rangers have announced plans for Texas Live!, a \$1.25 billion stadium and mixed-use district featuring dining, entertainment, hotel and a convention facility.

Hotels, restaurants, and retail centers are also developing rapidly in areas of Arlington outside the District, especially in areas along Interstate Highway 20 in South Arlington.

The District anticipates the need to expand transportation services. Expansion may come in the form of additional days of service, expanded hours of service, the expansion of the service area, and/or the addition of new routes that require more vehicles and hours of service. For this reason, the scope of work and the pricing format provide for the flexibility to expand operations within reasonable parameters over the term of the proposed contract.

Section 3: Procurement Requirements

3.0 Procurement Requirements

3.1 Basis for Contract Negotiation

This RFP and the resulting Proposals shall be used as the basis for contract negotiation. The District reserves the right to negotiate any and all elements of this proposal.

3.2 Schedule of Events

- RFP Issued February 14, 2017
- Deadline for Questions Prior to the Pre-proposal Conference February 28, 2017
- Pre-proposal Conference (Non-mandatory) March 7, 2017
- Request for Revisions or Exceptions Due March 21, 2017
- Last Date for Addenda to be Issued April 4, 2017
- Technical and Price Proposals Due, 4:00 p.m. Local April 18, 2017
- Optional Interviews May 2, 2017
- Evaluation Team Recommendation May 5, 2017
- Award Contract May 2017 Board
- Contract Effective Date January 1, 2018
- Anticipated Initiation of Route Service March 2018

3.3 Pre-proposal Conference

A pre-proposal conference will be held at 2:00 p.m. Tuesday, March 7, 2017, for all interested parties. Questions relating to proposal procedures, proposal requirements, and proposal evaluation will be answered. This pre-proposal conference is NOT a mandatory meeting; however, prospective Proposers are encouraged to attend. The pre-proposal conference shall be held in the Conference Room, at the Arlington Convention & Visitors Bureau, 1905 E Randol Mill Rd, Arlington, TX 76011.

3.4 Request for Clarification

There are several opportunities for any prospective Proposer to request clarification, interpretation, or revision of any aspect of the RFP:

- Questions about the RFP may be submitted to the District's representative, Melinda Brittain, email trolleygm@gmail.com by February 28, 2017. Questions submitted by the deadline will be answered at the Pre-Proposal Conference on March 7, 2017.

- Questions about the RFP may be submitted in writing or by verbal question at the Pre-Proposal Conference on March 7, 2017.
- Request for revisions or exceptions to the RFP will be received in writing to the District's representative, Melinda Brittain, by email trolleygm@gmail.com by 4:00 p.m. March 21, 2017.
- The District will issue the response to all questions and requests for revisions or exceptions by 4:00 p.m. April 4, 2017.

Any information given to a Proposer concerning the RFP will be furnished to all prospective Proposers as an addendum of the RFP if such information is necessary in submitting proposals or if the lack of such information would be prejudicial to uninformed Proposers. The District will give no technical assistance or aid in the preparation of a proposal.

3.5 Addenda to RFP

The District will issue all changes, additions, and/or clarifications in connection with this proposal in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the proposal. Verbal responses and/or representations shall not be binding on the District.

3.6 Receipt of Proposals

Technical and Price Proposals marked "AEAMD Transportation Services Trolley Proposal" will be received until 4:00 p.m. local time on Tuesday April 18, 2017 to the attention of the Arlington Entertainment Area Management District, c/o Arlington Convention & Visitors Bureau, 1905 E Randol Mill Rd, Arlington, TX 76011. An original and ten (10) copies of the Technical and Price Proposal shall be submitted. An electronic copy shall be provided on flash drive or CD.

3.7 Late Proposals, Modifications or Withdrawals

Proposals received after the date and time indicated shall not be considered and shall be returned unopened if the respondent is identified on the proposal envelope. Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be submitted in a sealed envelope plainly marked "AEAMD Transportation Services Trolley Proposal - MODIFIED".

3.8 Rejection of Proposals

The District reserves the right to reject all Proposals and re-solicit or cancel this procurement if deemed by the District to be in its best interest, without indicating any reasons for such rejection(s). Issuance of the RFP does not bind the District to award a contract, nor does the District in any way assume liability for expense incurred by Proposer in preparation of its Proposal.

3.9 Confidentiality of Proposal Information

Each proposal must be sealed and submitted in a box or envelope to provide confidentiality of the information prior to the submission date and time. All proposals and supporting documents become public information (except such information that discloses proprietary or financial information submitted in response to qualification statements) after the submission date and time in accordance with the Texas Public Information Act.

3.10 Proposals Binding

All proposals submitted shall be binding upon the Proposer if accepted by the District within one hundred twenty (120) calendar days of the proposal submission date. Negligence upon the part of the respondent in preparing the proposal confers no right of withdrawal after the time fixed for the submission of proposals.

3.11 Rights Reserved

The District reserves the right to reject any or all proposals if not responsive to the RFP requirements, to waive any minor informality or irregularity in any proposal, and to make award to the proposal response deemed to be most advantageous to the District.

The District also reserves the right to enter into an Agreement with Proposer based upon the initial proposal or based on a best and final offer without conducting interviews.

3.12 Funding

The revenues of the District will provide funding for the transportation services. The District does not anticipate the application of any funds from the Federal Transit Administration (FTA), the State of Texas, or the City of Arlington. However, if such funds do become available during the term of the contract, the Contractor will be expected to work in good faith to make whatever adjustments are required to maintain the eligibility of the expenses incurred under this contract for funding from new resources.

3.13 Limitation of Funding

All Proposers are notified that the Agreement for this service is contingent upon funds collected by the District. In the event that funding is eliminated or decreased, the District reserves the right to terminate the Agreement or modify it accordingly.

3.14 Assignment Prohibited

A Proposer may not assign, transfer, or sublet the proposal or any resulting agreement without the written consent of the District.

3.15 Disclaimer of Liability

The District or any of its members will not hold harmless or indemnify any Proposer for any liability whatsoever. The District's directors, officers, representatives, and employees shall not have personal liability under the Agreement or its performance.

Section 4: Special Conditions

4.0 Special Conditions

The RFP includes the Proposed Contract as defined in Section 1.9 above. Prospective proposers are expected to review the Proposed Contract in detail. The following special conditions are emphasized.

4.1 Period of Performance

The period of performance shall commence on the 1st day of January 2018, and shall continue in full force and effect for a period of five (5) years. The District shall have the right and option to renew and extend the period of performance up to two (2) consecutive periods of two years each, the first option period commencing on January 1, 2023.

4.2 Compensation

As full consideration for the satisfactory performance by the Contractor, the Contractor shall be paid based on the number of service hours satisfactorily performed and as authorized by the District based on the level of service. The expected number of service hours that may be operated will be set annually according to the level of services and monitored monthly within the range of service hours for the level of service (to be adjusted according to passenger demand and productivity). The total service hours per day for one vehicle shall be the hours of actual service provided, stated to the quarter hour, and shall not include “garage” time – i.e., travel to and from place of storage, maintenance or servicing. If any plan of routes and/or schedules approved by the District requires the use of a vehicle for a period of less than three hours in a single 24-hour period, the District shall pay for a three-hour minimum for each such vehicle.

The Contractor shall submit to the District an invoice for services for a calendar month, on or before the 10th day of the month next following the month in which the services were provided.

The District shall determine that the invoice is consistent with the data provided in the other reporting documents; shall further determine what deductions should be made as liquidated damages or addition made as incentive bonus; and, shall make payment thereof, either in full or adjusted, as the case may be, within thirty (30) days after receipt of the invoice.

4.3 Other - License Fees, Taxes, and Permits

The Contractor shall have the sole obligation to obtain and pay whatever license fees, assessments and taxes, including, but not limited to use, sales, property and any other taxes, plus applicable penalties that may be imposed upon the Contractor by any governmental agency as a result of the operations pursuant to these specifications.

The Contractor shall provide the District with such data as may be necessary to enable the District to satisfy any reporting requirement imposed upon it by state or federal law, regulation or order arising from or related to the performance of the transportation services.

The Contractor shall obtain and keep in force at all times during the Agreement term all permits and licenses which would be required of a carrier to perform the Agreement, whether or not a fare is charged to passengers.

4.4 Contractor Default

Instances of illegal, unethical, or improper business practices shall be deemed a Contractor default and the grounds for termination of the contract. Such practices include, without limitation, theft, disregard of safety procedures, and falsification of records. Additionally, any other material breach or non-performance of the contract by the Contractor shall be grounds for its termination by the District.

4.5 Disadvantaged Business Enterprise

The Contractor agrees that it will attempt to stimulate the growth of disadvantaged businesses in its performance of its contract with the District. Contractor also agrees to report annually to the District on its efforts and results in this regard and otherwise to cooperate with the District's programs for disadvantaged businesses.

4.6 Risk Management and Insurance

The Contractor shall purchase and maintain in effect during the entire period of the contract, insurance in the types and limits of liability as stated below. Such insurance shall protect the Contractor from claims that may arise out of or result from Contractor's operations whether such operations are performed by the Contractor or by anyone for whose acts any of them may be liable. The insurance company(ies) must have a minimum A.M. Best Rating of "B+" and be licensed or approved by the State of Texas and acceptable to the District.

Before entering into a contract, the successful respondent shall furnish to the District a certificate of insurance verifying such coverage and identifying the District and its member entities, directors, officers, agents, and employees as additional insureds as pertains to the contract. This inclusion shall not make the District a partner or joint venture with the Contractor in its operation hereunder.

The Contractor agrees to waive subrogation against the District and its member entities, directors, officers, agents, and employees for injuries, including death, property damage, or any other loss to the extent it may be covered by the proceeds of insurance.

The District and its member entities, directors, officers, agents, and employees shall be named as additional insured as respects: Liability arising out of acts performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by Contractor; or automobiles, owned, leased, hired or borrowed by the Contractor. The District's directors, officers, representatives, and employees shall not have personal liability under the Agreement or its performance.

The District prefers that either the same insurance carrier or the same insurance group provide the general liability and auto liability coverages.

The certificate holder on the Certificate of Insurance shall be as follows: Arlington Entertainment Area Management District (AEAMD).

Prior to any material change or cancellation, the district will be given thirty-day (30) advanced written notice by registered mail to the stated address of the certificate holder. Further, the District will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed twenty-five percent (25%) of the aggregate limits.

In the event of an occurrence, it is further agreed that any insurance maintained by the District, its member entities, directors, officers, agents, and employees shall apply in excess of and not contribute with insurance provided by policies named in this contract.

4.6.1 Commercial General Liability

Commercial General Liability (CGL) insurance coverage with limits of not less than \$1,000,000 combined single limits for bodily injury, sickness or death and loss of or damage to property in any one occurrence. Policy coverage must be on an "occurrence" basis using CGL form(s) as approved by the Texas State Board of Insurance. Such coverage as herein provided shall be extended for, endorsements included, and extensions removed as follows:

- Extended Coverages
 - Operations - Premises Liability
 - Independent Contractor's Liability-Broad Form
 - Broad Form Contractual Liability covering the Contractor's Obligations herein;
 - Personal Injury Liability extending to claims arising from employees of the Contractor;
 - Completed Operations and Products Liability.
- Coverage for abuse and molestation must not be excluded.
- Exclusions Removed
 - Care, Custody, and Control

4.6.2 Workers' Compensation insurance coverage providing Statutory Benefits according to the State of Texas and/or any other state or federal law as may be applicable to the work and shall cover all of the persons engaged in the work.

4.6.3 Employer's Liability Insurance with limits of liability not less than \$1,000,000.

4.6.4 Automobile Liability Insurance covering all owned, hired, and non-owned motor vehicles used in connection with the work being performed under this contract with limits of liability not less than:

- \$1,000,000 for Each Occurrence Combined Single Limit for Bodily Injury and Property Damage.
- Contractor shall require any and all subcontractors performing work under this contract to carry insurance of the types and limits of liability, as the Contractor shall deem appropriate and acceptable to the District.

4.7 Liquidated Damages

Service-related problems and occurrences are of such a nature that it is difficult, if not impossible, to measure the damage to the District. Accordingly, it is appropriate that such problems and occurrences be made the subject of liquidated damages, in accordance with the following provisions.

- 4.7.1 Adherence to schedule - If, within a calendar month, there are two (2) or more documented valid complaints about the on-time performance of the system, the liquidated damages shall be two hundred dollars (\$200.00) per event. If there are five (5) or more documented valid complaints about on-time performance of the system within a calendar month, the liquidated damages shall be three hundred dollars (\$300.00) for each event more than four.
- 4.7.2 Incomplete trip - If a service trip is not completed or is missed entirely, the liquidated damages shall be two-hundred fifty dollars (\$250.00) per such occurrence. If a departure from a given stop on a fixed route occurs later than the time for which the next departure is scheduled to occur, such trip shall be deemed incomplete.
- 4.7.3 Failure of cleanliness - If a vehicle is found to be in violation of the vehicle specification requirements or is otherwise in an unreasonably littered or unkempt condition, the Contractor shall be notified of the first such occurrence in a calendar month. Thereafter, for the second and each additional instance in such month, liquidated damages shall be one hundred dollars (\$100.00) per occurrence.
- 4.7.4 Improper boarding - If there are more than two (2) documented instances within a calendar month of improper boarding or riding of a District vehicle by unauthorized persons – i.e., persons without a valid pass or otherwise not entitled to ride, there will be liquidated damages of two hundred dollars (\$200.00) per instance, inclusive of the first two such instances in the month.
- 4.7.5 Safety - For a substantiated unsafe or illegal driving instance or any preventable accident resulting in personal injury or property damage, the liquidated damages are one hundred fifty dollars (\$150.00) per occurrence.
- 4.7.6 User/rider relations - If there are more than two documented instances within a calendar month of failure to complete the user/rider complaint process in accordance with terms of the Agreement, the liquidated damages are one hundred dollars (\$100.00) per occurrence, inclusive of the first two such occurrences in the month.
- 4.7.7 Failure to provide specified equipment - The liquidated damages shall be five hundred dollars (\$500.00) per vehicle per day: (i) for any day or portion thereof during which a vehicle other than an approved trolley is used to provide service for which a trolley is specified by the Agreement or the applicable service authorization, or (ii) for any day for which a trolley vehicle is not in place and ready for service required by the Agreement.
- 4.7.8 Failure to perform equipment maintenance/reporting - The liquidated damage shall be one thousand dollars (\$1,000.00) per vehicle per month for any month during which a trolley is

not maintained in accordance with the preventive maintenance schedule approved by the District and for any month during which a report of such maintenance is not made to the District as herein provided.

- 4.7.9 Failure to provide required reports - The liquidated damages shall be one hundred dollars (\$100.00) per occasion or report for each failure of the Contractor to provide to the District in a timely manner any report required by the Agreement.
- 4.7.10 Use of untrained drivers - If the Contractor assigns to Route Service a driver not previously trained as required by the Agreement, the liquidated damages shall be two hundred dollars (\$200.00) per event.
- 4.7.11 Administration of Liquidated Damages - The District shall notify the Contractor in writing of the liquidated damage assessment within thirty (30) days next following the calendar month in which the liquidated damage event(s) occurred. The Contractor shall have ten (10) days in which to present to the District any mitigating factors. The District will issue its decision within ten (10) days thereafter.

When liquidated damages are assessed, the District may deduct the damages from the payment for contracted services then next payable to the Contractor.

4.8 Performance Incentive

For any calendar month in which there are no occurrences for which liquidated damages are assessed for Route Service, Demand-Response Service, and/or Supplemental Service performed in that month, the District will pay the Contractor a \$1,000.00 incentive payment. When a performance incentive is awarded, it may be added by the District to the payment for contracted services next payable to the Contractor.

4.9 News Releases

To avoid misinformation being released to the public, the District General Manager will coordinate any public news releases.

4.10 Inclusion to Contract Document

The RFP, its addenda, along with all documents provided by the Proposer during the evaluation process will become inclusions of the resultant Agreement.

4.11 Hold Harmless

Contractor will agree to and shall indemnify and hold harmless the District, its directors, officers, agents, employees, contactors or licensees and other representatives from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for bodily injury, sickness, disease, or death of any person, or for damages to any property, including consequential damages or loss of use thereof, brought or recoverable by third parties against the District, its directors, officers, agents, employees, contactors or licensees and other

representatives arising out of or resulting from any negligent act or omission by the Contractor in the performance of this contract.

4.12 Laws Governing

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Texas.

4.13 Covenants Against Contingent Fees

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach of violation of this warranty, the District shall have the right to annul this contract without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

4.14 Independent Contractor

Under the terms of the contract, the Contractor is an Independent Contractor and has and retains full control and supervision of the services performed by and full control over the employment and direct compensation and discharge of all persons, other than employees or representatives of the entities that comprise the District, assisting in the performance of its services hereunder. The Contractor agrees to be solely responsible for all matters relating to wages, hours of work, and working conditions and payment of employees, including compliance with social security, all payroll taxes and withholdings, unemployment compensation, and all other requirements relating to such matters. The Contractor agrees to be responsible for its own acts and those of its subordinates, employees, and any and all subcontractors, if any, during the life of the contract.

4.15 Inspection of Work

All work (which term in this section includes services performed, and material utilized in the performance of services) shall be subject to inspection and test by the District to the extent practicable at all times and places during the term of the contract. The District shall have the right to enter the Contractor's premises for the purpose of inspecting and auditing all data and records, which pertain to the Contractor's performance under the contract. The District and agents of their choice shall also have the right to enter the Contractor's premises for the purpose of inspecting vehicles and equipment that are used to provide service under the contract.

If any work performed hereunder is not in conformity with the requirements of the contract, the District General Manager shall have the right to require conformity with such requirements at the Contractor's expense. When the work to be performed is of such a nature that the defect cannot be corrected by re-performing the work, the District General Manager shall have the right and option to (1) require the Contractor to immediately take all necessary steps to ensure future performance of the work in conformity with the requirements of the contract; (2) reduce the contract price to reflect the reduced value of the

work performed; and/or (3) apply liquidated damages. In the event the Contractor fails performance of the work in conformity with the requirements of the contract, the District shall have the right to have the work performed in conformity with the contract requirements and charge the Contractor any costs to the District that are directly related to the performance of such work, or to terminate this contract for default.

No completion of any audit or inspection by the District constitutes a representation that operations or equipment comply with any federal, state, or local laws. Such responsibility is uniquely that of the Contractor.

4.16 Audit and Inspection of Records

The Contractor shall make available at its offices at all reasonable times the materials described herein for examination, audit, or reproduction, until three (3) years after final payment under the Agreement.

The Contractor shall maintain and the representatives of the District shall have the right to examine and audit books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all expenditures claimed to have been incurred or anticipated to be incurred in performing this Agreement. This right of examination shall include inspection at all reasonable times of the Contractor's facilities, or parts of them, engaged in performing the Agreement and whatever applicable records are maintained.

The District or its designee shall have the right to examine and audit all books, records, documents, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the Agreement.

Section 5: Proposal Conditions

5.0 Protest Procedures

5.1 Completeness of Proposal

Only those proposals which provide all the required services will be considered responsive. Proposers shall organize their proposals by attaching and indexing proposal sections with the outline provided. The proposal shall be manually signed.

5.2 Knowledge of Proposal/Price Conditions

Before submitting a Proposal, the Proposer shall carefully read all sections of this RFP and shall fully inform itself as to all existing conditions and limitations.

5.3 Waiver

By submission of its proposal, the Proposer represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, services, supplies, materials, or equipment called for in the solicitation; that it has checked its proposal for errors and omissions; that the prices stated in its proposal are correct and as intended by it; and are a complete and correct statement of its prices for

providing all the labor, services, supplies, materials, equipment and other resources required.

5.4 Proposal Evaluation and Selection

The District Board of Directors will name an Evaluation Committee. The Evaluation Committee will review the responses to the RFP in accordance with the evaluation criteria listed below. Upon review of all information provided by Proposers, the Evaluation Committee will rank each proposal on the total score of the written proposal

Upon completion of the initial evaluation, the Evaluation Committee may develop a short list of Proposer. The short listed Proposers may be invited for a presentation and interview. Such a presentation and interview will be at no cost to the District At the end of the interview, the Evaluation Committee will rank each proposal based on the written proposal and the interview. However, the Evaluation Committee reserves the right to issue letter(s) of clarification when deemed necessary to any or all Proposer(s).

The Evaluation Committee reserves the right to contact Proposers for clarification of information submitted and to contact references to obtain information regarding past performance, reliability, and integrity.

Upon review of all information provided by Proposers, the Evaluation Committee will rank each proposal on the total score of the written proposal and interview. The District intends to select a proposal that best meets the needs of the District.

The Evaluation Committee will make a recommendation to the District Board of Directors. However, the final approval and award lies with the Board of Directors.

5.4.1 Best and Final Offer

The District reserves the right to request a Best and Final Offer from finalist Proposer(s), if it deems such an approach necessary. In general, the Best and Final Offer would consist of updated costs as well as answers to specific questions that were identified during the evaluation of Proposals. If the District chooses to invoke this option, Proposals would be re-evaluated by incorporating the information requested in the Best and Final Offer document, including prices, and answers to specific questions presented in the document. The specific format for the Best and Final Offer will be determined during evaluation discussions. Turnaround time for responding to a Best and Final Offers document is usually brief (i.e., five (5) business days).

5.4.2 Pre-Award Survey

The District may perform a Pre-Award Survey of any Proposer. This survey will include a verification of any of the Proposer's insurance and references, and examination of any of the Technical Proposal and other materials required to support any of the responses.

5.4.3 Competitive Procurement

This is a competitive procurement for services. Though price is important, the District will seek the best combination of quality of performance, which addresses all the work and work standards and best satisfies the District needs, and price.

5.4.4 Notification Process

The District will send email notices to all Proposers notifying them of the Proposer who will be recommended for contract award.

5.4.5 Right of Award

The District reserves the right to award based solely upon the information provided in the written proposals.

5.5 Signature Requirements

Proposals must be signed by a duly authorized officer(s) eligible to sign contract documents for the Proposer (the "Authorized Signer"). Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one Proposer or one legal entity. The submittal should indicate the responsible entity.

Joint and several responsibility and liability will attach to any resulting Agreement and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

5.6 Letter of Credit/Performance Bond

No letter of credit or performance bond will be required.

5.7 Proposal Security

No proposal security will be required.

5.8 Debriefing

Unsuccessful Proposers may make a written request for a formal debriefing within two calendar weeks of the Board of Directors award of the contract.

Section 6: Protest Procedures

6.0 Protest Procedures

In the event that a Proposer desires to protest the procurement or an award, the following procedures must be followed:

6.1 General

Any protest must be submitted in writing. A scan copy by email is allowable as long as a formal written document with original signatures is also submitted. The outside of the transmittal envelope must be clearly marked "PROTEST". All protests shall clearly state the name of the protester and identify the solicitation, bid or contract title. The protest must be fully supported by technical data or other pertinent information that will delineate why the protest is being lodged. Protests filed after the deadline shall be dismissed.

The District objective is to resolve all formal protests as soon as practical. Nothing in this procedure should be construed as requiring a formal protest if a vendor wishes to clarify or discuss standards or procedures relating to the procurement process.

6.1.1 Submission for Protest of Procurement

Any protest of the procurement must be submitted in writing to the District Representative and received no later than five (5) working days before the scheduled closing date for receipt of proposals or bids. This includes protests based upon:

- Restrictive or exclusionary specifications,
- Challenges to the bid or proposal specifications,
- Evaluation procedures,
- Terms and conditions of the solicitation package.

6.1.2 Submission for Protest of Award

Any protest of the award must be submitted in writing to the District Representative received by no later than five (5) working days (exclusive of Saturday, Sunday, and federal and other holidays observed by the State of Texas) after receipt of notice of the award.

6.1.3 Response

The District Representative shall respond to the protest within five (5) working days (exclusive of Saturday, Sunday, and federal and other holidays observed by the State of Texas) from the receipt date of the written protest.

6.1.4 Options -The District Representative has the option to:

- Extend the time provided for each step of the protest procedure,
- Postpone the bid or proposal opening,
- Extend the date of notice of award, or
- Postpone the award of contract if deemed appropriate for protest resolution.

All active parties will be notified by electronic mail if an option is elected.

6.2 Appeal of Determination

6.2.1 If the District Representative 's response is not satisfactory, the protester may appeal in writing to the President of the Board of Directors within five (5) working days (exclusive of Saturday, Sunday, and federal and other holidays observed by the State of Texas) from the date of receipt of the District Representative's response.

6.2.2 The President of the Board of Directors will confer with the members of the Board.

6.2.3 The President of the Board of Directors will respond in writing within ten (10) working days (exclusive of Saturday, Sunday, and federal and other holidays observed by the State of Texas) from the date of receipt of appeal.

6.2.4 The decision rendered by the President of the Board of Directors shall be the final decision of the District and the District will take no further action on the protest.

Part II –Scope of Work

Section 1: General

1.0 Introduction

The Arlington Entertainment Area Management District is seeking proposals from firms qualified to provide turnkey transportation services.

1.1 General Information

The mission of the Arlington Entertainment Area Management District is to provide transportation services for visitors to the recreation-entertainment Six Flags Over Texas, Hurricane Harbor, Globe Life Park, AT&T Stadium, and other venues within the District, and to attend events at the Arlington Convention Center. Supplemental service authorized by the District may be provided from the hotels and venues inside the entertainment district to destinations outside the district.

1.2 Objectives

The objective of this Request for Proposals ("RFP") is to secure the services of a turnkey transportation provider for a five-year contract with two successive 2-year options for renewal. Specifically, a transportation provider is sought to provide the following:

- 1.2.1 Supply all of the vehicles, equipment, facilities and personnel to provide transportation services for visitors to the District,
- 1.2.2 Provide regularly scheduled Route Service to venues in the district its environs as prescribed by the District,
- 1.2.3 Supplement regularly scheduled Route Service with additional transportation to meet seasonal demands for additional events, such as sporting events and conventions,
- 1.2.4 Serve destinations within or outside the District, as may benefit the District and its constituents,
- 1.2.5 Provide safe, efficient, reliable, on-time, clean, and attractive transportation services,
- 1.2.6 Contribute to the quality, clean, attractive, family entertainment image of the District,
- 1.2.7 Provide necessary management, planning and scheduling services including customer services, public information, and public relations as required is support the objectives for a quality transportation services,
- 1.2.8 Minimize administrative, customer service, and operations workload on the District, and

- 1.2.9 Bring sufficient experience and capitalization to the program to successfully continue and where needed to broaden and enhance transit service within and for the District.

Section 2: Services

2.0 Introduction

2.1 Transportation Services

The following transportation services are required:

2.1.1 Scheduled Route Service

Route Service is the core service of the District, consisting of trolley service along multiple routes serving the participating hotels in the District (“Hotels”), Six Flags Over Texas, Hurricane Harbor, Globe Life Park, AT&T Stadium, Arlington Convention Center, and such other locations, either within or outside the District, as the District may from time to time designate in consultation with the Contractor. All Route Service is flexible using vehicles that meet requirements of the Americans with Disability Act (ADA) to ensure accessibility for persons with disabilities.

- Vehicles. For Route Service, the Contractor shall use rubber-tired, trolley-styled vehicles (“trolleys”) meeting the specifications elsewhere herein described, unless the District shall approve another vehicle type for use in specified situations or during defined periods of the year. For such service, the Contractor agrees to use the vehicle most appropriate in both type and number to accommodate the ridership of the District.
- Service periods. During periods of high demand, as determined by the District, Route Service shall be provided seven days per week, holidays included. The period of high demand shall mean generally from March 1 to September 30 of each year. The Contractor acknowledges that the definition of service periods is subject to reasonable revisions from time to time during the term of this Agreement as the needs of the District may change.
- Service hours. Route Service shall be available for service during periods of time consistent with service to area attractions during the operating hours of those attractions and during such other times as may be prescribed in the service authorization.
- Service interval. Route Service will run on a schedule was defined by the District. In any event, the minimum schedule required by the District shall be operationally feasible given the number of vehicles then required by the District.
- Added vehicles. For service to the convention center, ballpark or stadium, the District, when notified by a requesting hotel, shall in turn notify the Contractor, at least 24 hours before departure time, as to need for more than the normal, established service; and, estimated number of additional riders. When requested to do so, the Contractor shall add to Route Service such additional vehicles as the District may request to accommodate the additional riders, subject to the availability of vehicles for such purpose.

2.1.2 Demand-Response Service.

The District may determine, in consultation with the Contractor, that the need for transportation service between hotels and other locations within the District can be met on a demand response basis: during periods of low demand, on call; and, during periods of high demand when necessary to provide access to persons with disabilities.

- Demand response elements. Vehicle type, service periods, and service hours shall be as specified in the service authorization prescribing demand response service.
- Service interval. The Contractor shall give its best efforts to provide rider pickup within 15 minutes after receiving a request for demand-response service.
- Service timing. Shuttle service shall be available at such times as may be required to accommodate guests attending the event being served. The Contractor shall be given prior notice of the need and time for service.

2.1.3 Supplemental Service

Supplemental Service is transportation services for convention groups, sporting events or other activities not included in scheduled Route Service. Supplemental Service is intended to provide for transportation of affinity groups of hotel guests between hotels and scheduled events at venues within or outside the District. Such service is provided pursuant to special service authorizations issued by the District for the benefit of identified groups based on a room-night hotel occupancy formula. The Contractor may use trolleys, mini-buses, transit buses, or motor coaches as appropriate to the anticipated passenger loads and, to the fullest extent possible, the preference of the District.

- Vehicles. For Supplemental Service, the Contractor shall use the vehicle most appropriate in both type and number to accommodate the rider needs of the District, as agreed upon by the parties and approved by the District General Manager. If a group requests a vehicle other than an available trolley for Supplemental Service, the additional cost of such other vehicle, if any, shall be paid by the group. If the Contractor uses a vehicle that is not lift-equipped, it must have an accessible paratransit vehicle available for use on demand at no additional cost.
- Service periods. Supplemental Service shall be available, if required, seven days per week, holidays included, as described in the District's service authorization to the Contractor.
- Service authorization. The Contractor shall not provide Supplemental Service without a service authorization approved by the District General Manager. The service authorization shall specify the vehicle to be used for the Supplemental Service and the applicable cost per hour, including the additional cost to be paid by the identified group.

2.1.4 Rules of Operation

The District shall develop rules for operation of transportation services (Operations Guide), subject to review and comment by the Contractor. The rules of operation shall be published and disseminated to the hotels and users of the service and posted on the District website.

2.2 Vehicle Requirements

2.2.1 Scheduled Route Service and Demand Response Service

The Contractor will be required to provide the vehicles for Route Service described by the Agreement. The District requires the Contractor to furnish not less than six (6) rubber-tired trolley vehicles ("trolleys") plus two (2) spare vehicles meeting the specifications included in this document, including requirements for accessibility as defined by the ADA. The furnished trolley vehicles must be exclusively dedicated to performance of the Scope of Work during any season when Route Service is provided.

The District reserves the right to enter into an interlocal agreement with another public entity to expand the hours and/or days of Route Services using the trolley vehicles required for this Agreement. Such services will be within the service hours and the rate structure established by the terms and conditions of this Agreement for scheduled Route Service.

The Contractor may use the trolley vehicles required for this Agreement in non-District services during the season when trolleys are not in daily service for the District but only after written notice to the District and concurrence by the District that the non-District services will not interfere with nor compromise required District services. The Proposer must include in the notice its plan to provide alternative vehicles and methods for providing service at a discounted rate to the District if requested.

2.2.2 Supplemental Service

Supplemental Service is transportation services for convention groups, sporting events or other activities not included in scheduled Route Service. The Contractor may use trolleys, mini-buses, transit buses, or motor coaches as appropriate to the anticipated passenger loads and, to the fullest extent possible, the preference of the District. Supplemental Service using an available trolley will be provided at a rate per service hour established by the terms and conditions of this Agreement. If a group requests Supplemental Service using a vehicle other than an available trolley, the additional cost of such other vehicle, if any, shall be paid by the group. If the Contractor uses a vehicle that is not lift-equipped, it must have an accessible paratransit vehicle available for use on demand without at no additional cost.

2.3 Scheduled Route Service Requirements

The District is responsible for defining policy and approving procedures for the delivery of transportation services, including but not limited to the following:

- 2.3.1 Scheduled Route Service requirements will be established by the level of service (service hours) approved by the District Board of Directors.
- 2.3.2 The District will promulgate annual Route Service requirements and monthly service authorizations (“service authorizations”) designed to meet the needs of its constituent ridership. The service authorization shall govern the number of vehicles, service periods, hours, and intervals in all situations.
- 2.3.3 The annual Route Service requirement will be issued to estimate the level of service that will be required for the coming calendar year. The purpose of the annual Route Service requirement is to provide the Contractor a target level of service for planning purposes and to determine the number of trolley vehicles that will be required for scheduled Route Service. The annual Route Service requirement will be issued to the Contractor in writing as soon as possible prior to the first day of each calendar year during the Agreement performance period.
- 2.3.4 For each month during the Agreement performance period, the District will issue to the Contractor a monthly service authorization specifying the level of service-by-service type – i.e., the number of hours by service type. Each monthly service authorization shall be issued to the Contractor in writing not less than 10 days before the calendar month for which the service is authorized. The service authorization may be adjusted month to month according to demand at the discretion of the District Board of Directors. The District may revise its service authorization for any month by giving the Contractor 72 hours prior written notice thereof. Service shall not exceed in any month the hours contained in the service authorization for such month without the prior written approval of the District.

2.4 Estimated Service Hours for Scheduled Route Service

The following table indicates service hours for six levels of Route Service. The price proposal will require the Contractor to price a rate per service hour for each level of service. A service hour is an hour when a vehicle is in-service and available to carry passengers. Service hours do not include the time required for a vehicle to travel from the operating facility to the first passenger pick-up or from the last passenger drop-off to the operating facility. Service hours do not include time required for driver relief, driver layover, maintenance, training, or similar non-authorized operation.

If any plan of routes and/or schedules approved by the District requires the use of a vehicle for a period of less than three hours in a single 24-hour period, the District shall pay for a three-hour minimum for each such vehicle.

Service Hours for Scheduled Route Service

	Level I	Level II	Level III	Level IV	Level V	Level VI
Target Annual Service Hours	6,000	10,000	7,200	12,000	8,400	14,000
Minimum Hours For Level	5,000	7,500	6,000	9,000	7,000	10,500
Minimum Hours For Level	7,500	12,000	9,000	14,400	10,500	16,800
Minimum Vehicles Required	6	6	7	7	8	8
Total Vehicles Required incl Spares	8	8	9	9	10	10

The District Board of Directors will decide the level of service for each year during the contract term. The District Board of Directors will approve the level of service to be provided (Level I, Level II, Level III, Level IV, Level V or Level VI) and provide the requirements to the Contractor in the annual service requirement. During the contract year, the District will issue monthly Route Service authorizations to confirm operating hours and schedules (see Section 2.3.4).

2.5 Performance Standards

The District believes that passengers deserve friendly, timely, safe, clean, and reliable transportation services. To that end, the District expects that the Contractor will provide the necessary resources to meet those expectations, along with specific requirements set out in this Request for Proposals, without exception.

The Contractor will report to the District by the 10th of each calendar month on the following performance measures for the previous month. The Contractor is expected to meet or exceed the performance standard indicated for each measure.

- 2.5.1 **On-Time Performance.** A minimum of 90 percent on-time performance for all scheduled service. On time shall mean vehicle departure up to 10 minutes after the scheduled departure time at hotels and venues. Early departure is not on time.
- 2.5.2 **Missed Trips.** Missed trips shall not exceed a maximum of 0.5 percent of monthly scheduled trips. If a departure from a given stop on a route occurs later than the time for which the next departure is scheduled to occur, such trip shall be deemed to be missed.
- 2.5.3 **Vehicle Cleanliness.** Vehicles shall have exteriors cleaned of all dirt and accumulated grime once a day. The interior of each vehicle shall be swept and seats vacuumed each service day. The windows of each vehicle shall be cleaned each service day.

- 2.5.4 Passenger Boarding. Each passenger shall be identified as eligible by showing a hotel-issued trolley pass upon boarding.
- 2.5.5 Safety. Accidents shall not exceed 2.0 per 100,000 miles of service.
- 2.5.6 Complaints. The Contractor shall maintain a record of all complaints received during the previous month, the resolution of each. The goal for the time required to respond to each complaint shall be 48 hours.
- 2.5.7 Specified Equipment. Only an approved trolley vehicle in superior operating condition shall be used to provide service for which a trolley is specified in the service authorization.
- 2.5.8 Preventive Maintenance. The Contractor shall perform all required preventive maintenance inspections on each vehicle within 500 miles of the regular intervals specified.
- 2.5.9 Trained Drivers. All drivers in service for the District must be qualified to drive and must have completed all required training.
- 2.5.10 Reporting. The Contractor must provide all required reports on a timely basis as prescribed in the Agreement.

2.6 Communications

- 2.6.1 The Contractor shall provide a two-way communications system on the trolley vehicles. The Contractor shall be responsible for ensuring that a working communications system is installed in each vehicle and shall be responsible for maintenance of the system to ensure quality of service. The two-way communications systems must ensure the ability of the Contractor's project manager and dispatcher(s) to contact every driver and operations supervisor on duty at all times during the hours when authorized service is provided by the Contractor.
- 2.6.2 The Contractor must provide a minimum level of phone lines/service to include:
- Provide at least two lines to the administrative offices or location where the project manager can be reached during normal business hours.
 - Provide a direct telephone line to the supervisor on duty. Any member of the District (hotel or a representative for a venue) must be able to reach the field supervisor on duty at all times during the hours when authorized service is provided by the Contractor.
 - Provide emergency numbers to reach the project manager, field supervisor(s) and dispatcher on duty in the case of an emergency.
 - Provide an email system including required internet service.
- 2.6.3 The Contractor shall provide full-time connection capable of handling email transmissions.

2.7 Automatic Vehicle Tracking and Real-Time Information Systems

2.7.1 The Contractor shall provide an automatic vehicle location (AVL) system and real-time passenger information system. The system shall automatically track vehicles on route and provide pertinent next bus information to District users on a web site created and maintained by the Contractor with displays available at each hotel on the hotel lobby screen. The Contractor is responsible for the cost of developing, implementing, and maintaining the AVL and real-time passenger information system. Any changes required in software during the performance period to maintain the quality and accuracy of the AVL and real-time information system is the responsibility of the Contractor.

2.7.2 Automatic Vehicle Location System

- The system shall include vehicle-tracking equipment to be mounted in each trolley vehicle including spares. The equipment will utilize a Global Positioning System (GPS) to calculate vehicle location, heading, and speed. The unit shall include the capability report the current job/route/status (route ID, out of service, etc.) of the vehicle. All AVL information shall be transmitted to the Contractor's AVL server.
- Vehicle locations shall be displayed on the website map that includes the street layout for the Arlington Entertainment Area, color-coded routes with matching color coded vehicle icons and stop locations. The map shall be displayed on the web site created and maintained by the Contractor with displays available at each hotel on the hotel lobby screen.
- Vehicle location maps, both standard and an internet mapping service, and bus stop selection screen shall be available to the hotels and venues the web site, created and maintained by the Contractor, and accessible on desktop personal computers without special software downloads. An ADA screen shall be made available for individuals with a sight impairment.

2.7.3 Messaging Sign at Passenger Waiting Area

The Contractor shall provide for a sign at the Six Flags passenger waiting area. The sign will provide current information about the Trolley schedule for the current day. The sign shall be a dynamic messaging sign or a printed sign with a professional appearance satisfactory to Six Flags and the District. The letters/characters shall be a minimum of 1.25 inches in height. The District reserves the right to approve the sign design and appearance.

2.7.4 Prediction Service

- The prediction service shall generate arrival time predictions for each vehicle logged in and assigned to a route based on real time information provided by the AVL system. The predictions shall not be based on deviation from the schedule or deviation from time points, but rather on the actual position of the vehicle and expected travel times.

- The AVL system and real-time passenger information system shall maintain accurate historical records of vehicle movement under a wide variety of conditions, and use software modeling to determine accurately the expected length of time until the arrival of the next bus at each stop served by the prediction system.
- Predictions shall be updated each time a vehicle report is received.
- The most current arrival time and information message data shall be displayed on the web site interface available on each hotel lobby screen.

2.7.5 The Contractor or its system provider will be responsible for technical support of the operation of the system.

2.7.6 The District encourages but does not require the Contractor to include additional features and performance reports to monitor and evaluate schedule adherence and reported automated passenger boarding counts.

2.7.7 An audio/video system shall be provided on-board each trolley vehicle to provide real-time passenger information about the entertainment area or events in progress at particular venues via an LCD screen. The audio/visual system must have a minimum 15-inch LCD screen served by a communications system with wireless module. The District shall approve the nature and content of such messages. See also Advertising rights.

2.8 Advertising

2.8.1 The District reserves to itself exclusive advertising rights derived from any operations under this Agreement, including without limitation all rights to static or dynamic advertising displays on the interior and exterior surfaces of trolley vehicles used by the Contractor for Route Service in the performance of this Agreement.

2.8.2 The District specifically reserves to itself all advertising rights and revenues from any medium or source whatsoever arising from the existence and/or operation of the District or any of its services, whether under this Agreement or otherwise. This reservation includes, without limitation, advertising by way of route maps, trip passes and other printed matter; and, electronic advertising either within or outside vehicles used in the performance of this Agreement.

2.8.3 If the Contractor is willing to develop opportunities for advertising for trolley vehicles assigned to District sponsored Route Service, and the advertisement meets the requirements of the District and will generate revenues to the benefit of all parties, the District will pay to the Contractor a commission in keeping with industry practice in exchange for successfully securing the advertising.

2.8.4 As to advertising by the Contractor with reference to vehicles used in Supplemental Service in the performance of this Agreement, the Contractor agrees not to use vehicles containing advertising content which: is not consistent with the family-oriented quality of District

attractions and activities; or, which advertises products, services, events or geographical areas, the advertising of which is inconsistent with the best interests of the District.

2.9 Technology Systems Maintenance

- 2.9.1 The Contractor is responsible for all maintenance, administration, and upkeep of equipment and software for telephone, communications/dispatch, and automatic vehicle tracking and real-time passenger information systems. The Contractor shall provide hardware and software system-administration personnel either in-house or on a contract basis. All hardware and software system-administration must be operational on each trolley vehicle when the vehicle is assigned to scheduled route. Any trolley vehicle in service for which all on-board equipment is not in operation shall be deemed not to meet minimum specifications.
- 2.9.2 The system administration shall include trouble shooting, diagnosis, and maintenance of all computer hardware and software including telephone, communications sequencer, backup systems, radios, system software for the automatic vehicle tracking and real-time passenger information system, and for the software utilized by the Contractor in and administration of its day-to-day operations. In addition, the person(s) shall be responsible to provide training for system use and be able to provide and or develop reporting infrastructure necessary for reporting as outlined in this Scope of Work.
- 2.9.3 The Contractor shall provide computer hardware according to its own minimum requirements for all software applications not provided by the District. Other software applications installed at District facilities requires pre-approval and ownership/licensing documentation.
- 2.9.4 The Contractor shall be responsible for any and all repairs to this equipment, to be performed in a manner that will ensure that no system will be out-of-service more than four hours and always available the next day.

Section 3: Staff Duties and Responsibilities

3.0 Introduction

The Contractor shall supply a sufficient number of personnel to operate and maintain all equipment and to provide the service required. The Contractor shall comply with the requirements of employee liability insurance, workers' compensation, employment insurance, and Social Security/Medicare.

3.1 Project Manager

The Contractor shall provide and employ a project manager at all times who is responsible for the overall management, effectiveness, and responsiveness of operations, maintenance, administration, and related transit service activities. In addition, Contractor's project manager is responsible for customer service and ensuring that all requirements for public information are met. The project manager is responsible for gathering, compiling, and analyzing data and trends at least monthly.

Contractor's project manager must be able and willing to respond to the District requests, attend periodic coordination meetings, and make decisions as required to ensure a safe, effective, and efficient system responsive to the needs and policies of the District. The project manager must have the authority to respond immediately to service operating issues on behalf of the Contractor. To meet this obligation, Contractor's project manager must have a physical presence on-site within the District two or more days every week during the period that scheduled Route Service is provided. The Contractor's project manager must be available to local Contractor staff and the District General Manager by smart phone or other advanced communications system at all times not on-site during the periods that scheduled Route Service is provided. See additional on-site obligations for the Contractor's project manager under 3.2 Field Supervisors below.

This person should have minimum of five (5) years of progressively responsible experience in the management/administration of public transportation or taxi services. The District reserves the right to approve Contractor's proposed project manager and any replacement for the approved project manager. The Contractor must obtain the approval of the District General Manager before replacing the project manager or making a temporary assignment of an interim project manager.

3.2 Field Supervisor(s)

The supervision of operations provided by the Contractor shall be carried out in a manner to maintain a uniform level of supervision in the field. Field supervision responsibilities include monitoring drivers, passengers, streets and traffic operations, and all associated services. The field supervisor shall assist with special events, special needs, accidents, detours and ensure all service commitments are fulfilled in a timely manner during all hours of operation.

During the high season, the field supervisor's sole duty shall be the supervision of the Contractor's performance of the Agreement. A field supervisor shall be reachable by telephone or radio at all times during which service is being provided under the Agreement. The Contractor shall provide a telephone with toll-free service in the District that shall be in the possession of the field supervisor and in operation at all times during which service is being provided under the Agreement.

The field supervisor shall be prepared to meet customer and driver needs, have demonstrated knowledge of the service area, and, if necessary, be qualified and prepared to operate in the place of a driver.

A field supervisor must be on duty in the District at all times during the hours when the Contractor provides authorized service. During the high season, the Contractor must name a relief field supervisor to ensure all days and hours of service are supervised in the field. The field supervisor shall be equally trained and, when on duty, the relief field supervisor shall have the same obligations, responsibilities, and authority as the field supervisor.

If the field supervisor and relief field supervisor are required to drive a vehicle or otherwise absent from the assignment to supervise effectively scheduled Route Service, then the

Contractor's project manager must be present on-site within the District to provide field supervision of scheduled Route Service.

3.3 Drivers

The Contractor shall provide sufficient qualified and trained drivers to meet the daily service requirement at the contracted level of service. Service shall not be constrained for lack of qualified and trained drivers. The Contractor is not relieved of responsibility for driver qualifications if contracting for drivers or subcontracting for drivers and vehicles to provide transportation services.

The Contractor will ensure that drivers are:

- Properly licensed and screened according to applicable local, state and federal statutes and regulations including those relating to drug and alcohol testing;
- Alert, careful, courteous, and competent in their driving ability and habits;
- Familiar with area attractions;
- Courteous and friendly to all patrons of the service;
- Neat and clean in appearance; and
- Trained in hospitality matters by District-conducted seminar.

Drivers will be prohibited from requesting or accepting gratuities from any passenger or anyone representing the District, its member hotels, or any venue.

See also Section 6. Driver Qualifications and Responsibilities.

3.4 Routing and Scheduling

The Contractor shall provide personnel with the requisite skills and training to route and schedule the most efficient and cost effective service for the District.

3.5 Vehicle Dispatch

The Contractor shall assign vehicles daily. The Contractor will track all vehicles and employees in service on their assigned services/schedules, monitor and resolve street operations problems, and other service problems. The Contractor shall provide dispatchers in sufficient numbers to ensure full-time coverage during all days and hours of authorized service.

3.6 Vehicle Maintenance

The Contractor shall maintain transit vehicles and other equipment necessary for day-to-day operations. The Contractor may secure vehicle maintenance services through a qualified third-party vendor; however, the responsibility to meet all vehicle maintenance requirements is solely the responsibility of the Contractor. See also Section 9 Vehicle Specifications and Vehicle Maintenance Requirements.

If the Contractor does not employ a mechanic but instead contracts to a third-party vendor for vehicle maintenance, arrangements must also be made for daily fueling and servicing of vehicles.

3.7 Technical Systems Administrator

The Contractor must employ or secure through a contracted service the technical expertise to operate, maintain, and trouble shoot any problems with all applicable hardware and software. See also Section 2.9 Technology Systems Maintenance.

3.8 Customer Service

The Contractor is responsible as the first line of communication to resolve customer problems. Therefore, the Contractor shall provide professional customer services in the areas of problem solving, complaints, commendations, and other customer interaction. Persons assigned to customer service shall work actively with the District on a regular basis to ensure that service is provided without compromise to customers. Customers include but are not limited to passengers, personnel at hotels that are members of the District, representatives of the venues served by the District's transportation services, and representatives of the District.

- The Contractor drivers and field supervisor will work with the District and whomever the District shall name as hosts/hostesses at venues to help passengers, answer questions, and generally serve as goodwill ambassadors for the District.
- The Contractor shall maintain a record of all complaints received during the previous month, the resolution of each. The goal for the time required to respond to each complaint shall be 48 hours.
- The Contractor will cooperate with the District to conduct periodic customer satisfaction surveys either on-board vehicles or through means of online surveys accessible by internet.
- The Contractor will respond to inquiries from District personnel and hotel front desk staff about status of service in a courteous and timely manner. This includes responding to inquiries about how long it will take for the trolley to arrive at a particular hotel.

3.9 Public Information

Public information and marketing of this service will be done through the collaborative effort of the District, businesses in the District and the Contractor. The Contractor will be expected to participate in marketing efforts by cooperating with any reasonable information requests, including surveys and providing insights and suggestions based on service operation. The Contractor will also be required to cooperate with District requests to promote the service, including the use of driver uniforms and the display of District logos or other service identification on the vehicles. Ownership of logos or other service identification will remain with the District. The Contractor will participate in District coordinating meetings related to the transportation service.

The District, in cooperation with the Contractor, will be responsible for the design and production of materials such as schedules, route maps, posters and bus passes. The Contractor, in cooperation with the District, will be responsible for distribution of schedules, route maps, posters and bus passes. The Contractor is responsible for ensuring that up-to-date, accurate, and complete information consistent with approved service authorizations is available to the customers at each hotel and venue. This will require at a minimum:

- Posting at least weekly the schedule for the current week at each hotel and venue. Schedules are currently posted in hard copy inserts on signs provided by the District at each hotel and venue. The Contractor is encouraged to use technology as a tool for communication for schedule updates if the Contractor can demonstrate improved effectiveness and increased efficiency.
- Visiting the front desk for each hotel a minimum of once per week during the high season to discuss service quality, on-time performance, and public information. The Contractor shall maintain a record of each visit to each hotel and venue and record notes on concerns and resolution.
- Distributing schedules, route maps, posters, and bus passes as requested by the District. The tickets or other media will continue to be printed by the District. The Contractor shall maintain a record of each visit to each hotel and venue and record notes on materials distributed.

3.10 Other Staff

The Contractor shall employ and train such other persons as may be necessary in order to enable the Contractor to perform the services provided in the Agreement. Contractor shall cause such persons to perform all necessary maintenance, supervision, management, and coordination of all aspects of such service.

3.11 Removal of Staff

The Contractor will remove from service for the District, if so requested by the District, any Contractor employee whose job performance or behavior, in the sole judgment of the District, is not consistent with the purposes and standards of performance of this Agreement.

3.12 Uniforms

The Contractor shall purchase and provide uniforms to all personnel who are involved in operating or supervising transportation services and/or customer service. The Contractor will require vehicle drivers to dress in a casual, professional uniform, which may, at the District's option, include a District logo. The requirement to wear a uniform shall extend to all personnel who are qualified to operate a transit vehicle in authorized service or who may deal directly with riders.

Section 4: Passenger Boardings

4.0 Rider Eligibility

The Contractor shall be responsible for requiring that each boarding passenger present the required pass or other District approved media to verify eligibility to ride the District's transportation services. The Contractor will maintain daily operational reports summarizing ridership.

4.1 Passes or Approved Media

The Contractor's driver will be required to see a valid hotel pass (or otherwise require verification that the boarding passenger is eligible) from each boarding passenger. Passes and/or tickets will be provided by the District and will be designed to be readily recognized by the driver. The Contractor will provide a daily log with the number of passengers boarding each vehicle at each boarding location for both Route Service and Supplemental Service. The Contractor will submit the daily logs with the monthly report. Fare media and collection procedures may be modified at any time by the District and implemented by the Contractor upon reasonable notice.

4.2 Fare Collection

The District reserves the right to implement a fare structure and may require fare or some form of fare media for boarding passengers in the future.

4.2.1 The Contractor shall ensure that fares are charged to passengers as specified by the District policy.

4.2.2 The District may conduct periodic audits of the fare collection process.

Section 5: Reporting Requirements

5.0 Responsibility

The Contractor shall be responsible for providing operations, vehicle maintenance, and ridership reports as required by the District.

5.1 Data Collection and Reporting Requirements

5.1.1 The Contractor shall collect data as required and provide periodic reports documenting performance measures in accordance with management goals and objectives. Monthly reports are due on or before the 10th of the following month.

5.1.2 The District may require other statistical reports derived from data readily available to the Contractor, for periods not more frequent than monthly. All Contractor records relating to service for the District shall be available for inspection or audit upon reasonable notice by the District. Records whether in hard copy or electronic format shall not be destroyed or otherwise disposed of without prior written approval by the District.

5.1.3 Any data collected by the Contractor for the District in performance of transportation services under this contract are subject to the Texas Public Information Act.

5.2 Required Reports by the District

Report	Frequency Reported to the District	Description
Service hours	Monthly Summary supported by Daily Driver Reports	Summary of service hours operated, number of vehicles in service by day for each day of month. Number of service hours in scheduled Route Service and Demand Response service. Number of service hours in Supplemental Service
Passenger Boardings	Monthly Summary supported by Daily Driver Reports	Passenger boardings route by location and time for both Route Service and Supplemental Service.
On-Time Performance	Monthly Summary supported by Daily Driver Reports	Comparison of actual times versus scheduled time Percent on-time performance.
Service Quality	Monthly Summary supported by Daily Driver Reports	Summary of number of scheduled trips, cancelled trips, missed trips Percent trips missed.
Customer Service	Monthly	Summary of all complaints received with date and the resolution of each complaint with date. Number of complaints not resolved within 48 hours
Safety	Monthly	Accidents per service mile operated
Accident and Incident	Per Occurrence	Notice to the District within two hours and a copy of Contractor written report within 24 hours of occurrence in the case of any accident or an incident involving personal injury
Vehicle Maintenance	Monthly	Preventive maintenance inspections completed, maintenance work by vehicle, summary of any work on major components, total vehicle miles per vehicle Details by vehicle, description, and description of

Report	Frequency Reported to the District	Description
		each event for in-service disruption. Number of in-service disruptions Miles between in-service road calls
Driver Availability and Training	Monthly	Report summarizing drivers available, drivers qualified, and details on completed training by driver name.
Public Information	Monthly	Report summarizing date and time and outcome of each visit to each hotel and venue
DBE Participation	Annual	Efforts and results encouraging DBE participation

The Contractor shall design a monthly report that will provide all of the data and information required in a format that will enable good performance tracking. The format for the monthly report shall be subject to approval by the District.

Any and all costs associated with maintaining, reporting, or auditing data for the District reports shall be the responsibility of the Contractor.

Section 6: Driver Qualifications and Responsibilities

6.0 Introduction

The following qualifications shall apply to all commercial bus drivers employed to perform services under the terms of this contract. The Contractor is not relieved of responsibility for driver qualifications if contracting for drivers or subcontracting for drivers and vehicles to provide Transportation Services.

6.1 Driver Qualifications and Responsibilities

The Contractor shall conduct a background check on each vehicle driver to ensure he/she meets the following standards effective January 1, 2018.

- Minimum age of 21 years;
- Continuous possession of a valid driver's license for the preceding five (5) years;
- Current possession of a valid Texas chauffeur's license, Class B with passenger transport. and any additional license as may be required by the state and federal regulatory agencies;
- No more than two (2) traffic citations for moving violations in the preceding three (3) years;
- No DWI/DUI convictions in the preceding three (3) years.
- Ability to read, write, and speak the English language fluently;

- Certificate or other evidence of satisfactory completion of a Defensive Driving course within the preceding twelve (12) months; and
- Ability to handle passengers with respect and courtesy and the ability to handle complaints and problems professionally.
- Comply with U.S. Department of Transportation policies on use or possession of alcohol and controlled substances.

6.2 Driver Responsibilities

Drivers shall be responsible for operating buses in transportation service to insure on-time performance, safe and smooth operation, and to maintain quality of service. Drivers must be alert, careful, courteous, and competent in their driving ability and habits; familiar with area attractions; and courteous and friendly to all patrons of the service.

- 6.2.1 Each driver shall have available in clear sight of all times during operation of any bus in District service a timepiece to be set each day and having an accuracy of +/- one (1) minute per month.
- 6.2.2 Service shall be operated on time in accordance with schedules. On time is defined as between 0 and 10 minutes late at any designated stop. A bus that is early is not on time.
- 6.2.3 Each driver shall wear a clean, neatly pressed uniform each day as specified by the Contractor and approved by the District.
- 6.2.4 While in service, each driver shall report passenger boardings by location and time. The counts are to be recorded on a Contractor furnished card, signed by the driver, and submitted daily at the end of each shift to the field supervisor for verification.
- 6.2.5 Drivers shall honor special passes, collect tickets, and issue and collect transfers as may be required by the District.

6.3 Contractor Responsibilities

- Supervise service at all times to ensure on-time performance and to maintain the quality of service;
- Provide a driver training program such that each driver is qualified to operate buses for the required District transportation services in a safe and professional manner;
- Provide an established bus driver safety awareness program with a continuing goal of maintaining an accident free company driving record;
- Provide an established driver customer relations and passenger awareness program.

6.4 Failure to Meet Minimum Performance Standards

The District will require the Contractor to remove immediately any driver from service under this Agreement for any one of, but not necessarily limited to, the following reasons:

- Operating a bus in an unsafe or unprofessional manner;
- Committing an unsafe or unprofessional act while on duty for District service;
- Any DWI/DUI conviction
- Failure to pass any test for drug or alcohol use;
- Revocation or non-renewal of valid Texas driver's license or chauffeur's license;
- Two (2) moving violations or accidents;
- Conviction of a criminal offense;
- Discourteous or inappropriate remarks to a passenger.

Section 7: Training and Safety

7.0 Introduction

The Contractor shall be responsible for all hiring and selecting of employees. The Contractor shall be responsible to see that all local, State, and Federal laws for fair labor standards are met. . The Contractor is not relieved of responsibility for driver qualifications if contracting for drivers or subcontracting for drivers and vehicles to provide transportation services.

The District requires training and safety precautions. Any and all costs associated with training requirements, including alcohol and drug testing shall be the responsibility of the Contractor.

7.1 Alcohol and Drug Testing Regulations

The Contractor shall ensure that employees comply with U.S. Department of Transportation Alcohol and Drug Testing Regulations for employees, including pre-employment, reasonable cause, return to duty, post accident, and random testing. Fifty percent of all safety sensitive employees must be randomly tested on an annual basis. Compliance must conform to 49 CFR Parts 655.

7.2 Driver Training

- 7.2.1 The driver training described below establishes the minimum training requirements for all vehicle drivers employed or contracted by the Contractor prior to being assigned to the District authorized service.
- 7.2.2 Ensure that drivers have a commercial driver's license (CDL) with passenger endorsement.
- 7.2.3 At a minimum, the Contractor's training program must include a minimum of 40 hours classroom and 32 hours individual training behind the wheel, excluding CDL certifications. Classroom training should include:

- Contractor's organizational structure and relationship with the District.
- Overview of the District transportation services.
- Overview of scheduling, routing, and dispatching.
- Pre-trip inspections and recognition of mechanical problems.
- Passenger boarding and pass recognition.
- Reading and understanding of information required on daily driver reports.
- Reports and record keeping
- Use of technologies.
- Orientation to major destinations, and the street system in the District service area.
- Defensive driving and driver maneuvers training.
- Human and passenger relations techniques.
- Orientation to the Arlington Entertainment District and the scheduled Route Service.
- Wheelchair-lift operations and wheel chair tie-downs.
- State motor vehicle laws.
- Vehicle emergency operations.

7.2.4 Prior to assignment to scheduled Route Service, the Contractor will make the required arrangement for each driver to attend and successfully complete training in Customer Service appropriate to the Arlington Entertainment District. The Contractor is responsible for developing and delivering the training. The Contractor is encouraged to consult with the Arlington Convention & Visitors Bureau or other training organization authorized by the District.

7.2.5 Additional training shall be provided to drivers in the following areas:

- As needed, retraining following a preventable accident or incident prior to reinstatement
- Monthly safety meeting with all drivers
- Annual refresher training for all drivers prior to the start of scheduled Route Service

7.2.6 Driver training must be provided by other than the field supervisor on duty. A field supervisor on duty shall not be districted by duties to train drivers.

7.2.7 All training shall be documented in the employee's personnel file.

7.3 Maintenance Employees

All mechanics employed by the Contractor shall have, at a minimum, two years' experience with similar vehicles.

7.4 Safety Program

7.4.1 Employee, passenger, and public safety are of paramount importance. The Contractor shall employ an ongoing safety program. The Contractor shall implement a comprehensive, on-going systematic review of the hazards involving vehicles, equipment, machines, the environment, and people, and take corrective action to avoid identified hazards.

7.4.2 In order to promote accident and injury prevention, the Contractor shall implement the following procedures:

- Monthly safety inspections of the facility and grounds.
- Monthly safety meetings.
- Review of every accident and incident to determine preventable or non-preventable circumstances. Provide two hours minimum training following a preventable accident or incident prior to reinstatement.
- Conduct monthly CDL license inspections and review of motor vehicle records (MVR)
- Develop and implement safety related training programs.

7.5 Vehicular/Employee Accident and Injury Investigation

7.5.1 The Contractor is responsible for responding, investigating, and reporting any and all accidents reported by drivers, employees, passengers, or police. This includes:

- Investigation of accidents and injuries.
- Interview supervisors and employees relative to accident/injury.
- Assist employees in filing proper reports in a timely manner.
- Process claims to appropriate local/State agency.
- Submit appropriate accident/incident, monthly, quarterly, and annual reports.
- Inform affected parties as to the process of investigations and claims.

7.5.2 The Contractor will provide notice to the District within two hours and provide a written report to the District within 24 hours of occurrence in the case of any accident or an incident involving personal injury.

7.5.3 The Contractor will provide all accident reports and documentation required by public safety agencies.

Section 8: Facilities

8.0 Introduction

The Contractor is responsible for providing facilities that will meet service Level III and IV at a minimum and take into consideration potential system growth to service Level V and VI. The District strongly recommends the facilities be located in Arlington or immediate area.

8.1 Minimum Standards for Facilities

As a minimum, the Contractor shall provide clean and well-maintained facilities, including:

- Indoor area with adequate vehicle maintenance bays for inspection and repair of trolley vehicles to meet service Level III and IV and growth to service Level V and VI (three to four bays are recommended). The facility must have adequate space for secured parts and supplies inventory and storage for tools and equipment. If the Contractor provides vehicle maintenance through a third-party vendor, the vendor location must provide an equivalent maintenance capacity. The vendor location must be convenient to the operating facility to ensure regular preventive maintenance efficiency.
- Paved parking for 10 trolley vehicles, support and service vehicles, and employee parking. The parking area should be adequately secured with fencing and security lighting. The District prefers that trolley vehicles be parked under overhead canopy or other protection from the elements.
- Access to vehicle fuel (not required on-site). If the Contractor provides vehicle fuel through third-party vendors, the vendor locations must be convenient to the operating facility to ensure maintenance efficiency.
- Area for on-site vehicle cleaning and washing of transit vehicles (or an acceptable, convenient third-party vendor where vehicles can be serviced daily).
- Office space for management, operations, driver report area, space for training and conference, restrooms, employee rest areas for all employees, and other necessary office space. All space shall be ADA accessible.
- Communications room area that can accommodate appropriate workstation and communications functions based upon the staffing levels identified herein including dispatchers and field supervisor.

Section 9: Vehicle Specifications and Vehicle Maintenance Requirements

9.0 Introduction

9.1 Vehicle Requirements

- 9.1.1 The Contractor shall provide trolley vehicles in the number required for scheduled Route Service and spares, based upon the level of service established pursuant to Section 2.3 Scheduled Route Service Requirements and Section 2.4 Estimated Service Hours for Scheduled Route Service. At the time the contract goes into effect, no vehicle in the fleet shall have been manufactured prior to January 1, 2008. The average fleet age for all trolley vehicles including spares during the life of the contract must not exceed 6.0 years. The average fleet age will be calculated as of January 1 every year of the contract term. The average fleet will be calculated in the manner prescribed on the following page.

As a minimum, the vehicles provided must meet all standards specified herein. Each vehicle shall comply with all applicable Federal Motor Vehicle Safety Regulations (FMVSS), ADA requirements, and federal, state, and regional requirements for Clean Fuel in effect at the date of manufacturer of the vehicles. The District intends that the Contractor operate a fleet of vehicles of a similar style that is a vintage trolley replica on rubber-tires

The Contractor will be required to provide vehicles as spares. A spare is a vehicle that is placed in service as the temporary replacement for a primary fleet vehicle that is out of service due to maintenance or repair. A spare may be used as a temporary replacement for a primary vehicle for up to 30 days. A spare may not be used to replace a primary vehicle for more than 30 days without prior written consent of the District. Spares must be vehicles that are consistent in design and size as the primary fleet of vehicles. Spare vehicles are including in the calculation of average fleet age as prescribed on the next page.

- 9.1.2 Every vehicle placed in service, or designated as a spare, shall have exterior painting and graphics in color and design by the District, including the District logo and decals designating the vehicle as "Arlington Entertainment District Trolley" or similar wording. The District will provide the detailed specifications to the Contractor. Exterior vehicle advertising will not be permitted except with the express written approval of the District.

The color of the exterior paint of the vehicle shall be Red (color specification to be provided by the District). The Contractor must submit its paints specifications and list of materials to the District for approval prior to Notice to Proceed.

- 9.1.3 Each vehicle shall be equipped with a communications system providing constant communications with the Contractor's dispatcher and the Contractor's transportation supervisory personnel. The communications equipment is to be available for normal dispatching as well as emergency situations (accidents, mechanical breakdowns, etc.) enabling the Contractor to immediately dispatch substitute vehicles.

Determination of the Years of Service for Each Vehicle and Average Fleet Age

Methodology for January 1, 2018	Years
Vehicle manufactured in previous calendar year [2017] but not previously placed into service	0.00
Vehicle manufactured in previous calendar year [2017] and placed into service for any period of time during that year	0.50
Vehicle manufactured in 2016	1.50
Vehicle manufactured in 2015	2.50
Vehicle manufactured in 2014	3.50
Vehicle manufactured in 2013	4.50
Vehicle manufactured in 2012	5.50
Vehicle manufactured in 2011	6.50
Vehicle manufactured in 2010	7.50
Vehicle manufactured in 2009	8.50
Vehicle manufactured in 2008	9.50

Example 1 How to Calculate Average Fleet Age	Years	Vehicles	Total Years
Vehicle manufactured in previous calendar year [2017] but not previously placed into service	0.00		0.0
Vehicle manufactured in previous calendar year [2017] and placed into service for any period of time during that year	0.50		0.0
Vehicle manufactured in 2016	1.50	2	3.0
Vehicle manufactured in 2015	2.50	3	7.5
Vehicle manufactured in 2014	3.50		0.0
Vehicle manufactured in 2013	4.50	2	9.0
Vehicle manufactured in 2012	5.50		0.0
Vehicle manufactured in 2011	6.50		0.0
Vehicle manufactured in 2010	7.50		0.0
Vehicle manufactured in 2009	8.50	2	17.0
Vehicle manufactured in 2008	9.50		0.0
Total Fleet including Spares		9	36.5
Average Fleet Age (Divide Total Years by Total Vehicles) <i>round to nearest first decimal place</i>			4.10 Acceptable

Example 2 How to Calculate Average Fleet Age	Years	Vehicles	Total Years
Vehicle manufactured in previous calendar year [2017] but not previously placed into service	0.00		0.0
Vehicle manufactured in previous calendar year [2017] and placed into service for any period of time during that year	0.50		0.0
Vehicle manufactured in 2016	1.50		0.0
Vehicle manufactured in 2015	2.50	2	5.0
Vehicle manufactured in 2014	3.50		0.0
Vehicle manufactured in 2013	4.50	2	9.0
Vehicle manufactured in 2012	5.50		0.0
Vehicle manufactured in 2011	6.50		0.0
Vehicle manufactured in 2010	7.50	3	22.5
Vehicle manufactured in 2009	8.50		0.0
Vehicle manufactured in 2008	9.50	2	19.0
Total Fleet including Spares		9	55.5
Average Fleet Age (Divide Total Years by Total Vehicles) <i>round to nearest first decimal place</i>			6.20 Not Acceptable

- 9.1.4 Each vehicle shall display a vehicle number on the exterior front and rear of each vehicle placed in service/or designated as a spare. The vehicle numbers must be black, Helvetica-bold numbers, and no less than four (4) inches high.
- 9.1.5 The Contractor shall have an appropriate nameplate in the interior of the vehicle announcing the name of the operator in service on any given run. The nameplate shall be affixed front and center above the front window of the vehicle. The operator's first initial and last name must be spelled on the nameplate in Helvetica-type letters no less than one (1) inch high.
- 9.1.6 The District reserves the right to inspect and approve/reject each and every vehicle proposed for service or to be designated as a spare prior to the start of service and before any vehicle is added to the fleet. Every vehicle must meet quality vehicle standards. The District reserves the right to inspect and approve/reject each and every vehicle designated by the Contractor for service.
- 9.1.7 The Contractor shall assure all vehicles are clean and well maintained at all times the vehicle is in service under this Agreement.
- At a minimum, vehicles shall have exteriors cleaned of all dirt and accumulated grime once a day.
 - The interior of each vehicle shall be swept and seats vacuumed each service day.
 - The windows of each vehicle shall be cleaned each service day.
 - The interior of each vehicle shall be maintained free from roaches and other vermin at all times that the vehicle is utilized in District service. The Contractor is expressly prohibited from using any vermin control product that would be hazardous to the health and well-being of the passengers and operator of the vehicle. Extermination or vermin spray shall be scheduled to assure there are no offensive odors during service hours.
 - The District has the right to inspect and approve all cleaning products used to clean the interior and exterior of the vehicles. The Contractor is prohibited from using any cleaning product that causes an offensive odor.
- 9.1.8 The Contractor will be required to insure each vehicle in service on any given day has a properly functional heating or air-conditioning system (as appropriate) which will meet the following criteria.
- The heating system shall maintain an inside constant temperature of 70 degrees F +/- 3 degrees throughout the vehicle when in heat mode.
 - The air-conditioning system shall maintain an inside constant temperature of 70 degrees F +/- 3 degrees throughout the vehicle when in the air-conditioning mode.

9.1.9 The Contractor may request the District's approval to use non-conforming transit buses as additional vehicles for large events and on days when multiple events may require more than the trolley vehicles plus spares. The transit vehicles must meet standards for vehicle maintenance and cleanliness.

9.2 Trolley Vehicle Technical Specifications

9.2.1 General

- The Contractor shall provide trolley vehicles manufactured in calendar year 2008 or since. The vehicles shall be approximately thirty (30) to forty (40) foot in length and 96 or 102 inches in width. Vehicles shall comply with all applicable Federal Motor Vehicle Safety Standards (FMVSS), and all applicable federal, state, and regional requirements for Clean Fuel in effect at the date of manufacturer of the vehicle
- The vehicle shall be powered by a preferably located in the rear of the vehicle. The vehicle should have an air ride or air spring suspension system, front and rear. Vehicles with automatic transmissions are required.
- Curb Weight (Approximate) - 21,000 to 22,000 pounds
- Gross Vehicle Weight Rating – 29,000 to 30,000 pounds
- Vehicles shall be capable of maintaining a sustained speed in accordance with posted federal, state, and local speed limits at fully loaded seating capacity.

9.2.2 Interior Trim

- Vehicles shall seat a minimum of thirty (30) adult passengers with standard seating arrangement. Seating shall be replica wood slat seats. The flip seats in the wheelchair tie-down areas shall be as specified as paragraph 9.2.3.
- A passenger door shall be provided in the right side of the vehicle for passenger ingress and egress. The door for passenger boarding shall be forward of the front wheels and located so that the driver is able to monitor the verification of passenger eligibility. A second door mid-vehicle may be provided for passengers egress. A separate door may be provided for wheelchair access; however, the driver must be capable of opening each door separately and independently from the other.
- Passenger windows shall be tinted smoke gray, to the maximum legal limit. Passenger windows should be capable of opening.
- A passenger call bell system shall be provided with both a visible "Stop Request" light and chime signal audible to the driver and to passengers anywhere inside the vehicle. The chime shall have push buttons or pull cords that are convenient to seated passengers including passengers who may be disabled. As an alternative, tape switches can be used in the seating areas for wheelchairs.

- Schedule holders for 8 1/2" x 11" notices located conveniently for public use.
- The interior of every bus must be of superior quality including solid hardwood interior and floor covering RCA premium or approval equal in grey with black and white molted speckles. Polished brass interior fixtures add a desirable vintage appearance.
- Windows that open for fresh air. At least one window on either side of the vehicle shall be capable of “pop-out”.
- The Contractor shall furnish the following safety equipment on each vehicle:
 - Rechargeable ten (10) pound dry chemical fire extinguisher.
 - Fully stocked First Aid Kit.
 - Three (3) folding triangle reflectors with storage container.
 - One (1) triangular wheel chock mounted on a bracket in an approved location.
- Each vehicle shall incorporate an exterior mechanical rolling destination sign that is consistent with and maintains the vintage appearance of the trolley vehicle design. The Contractor shall ensure that the signage furnished and installed under the requirements of this Agreement be compliant with ADA. The front sign shall be readable by a person with 20/40 vision from a distance of 150 feet. The sign shall be capable of at least ten different sign readings. Destination readings to be specified by the District.

9.2.3 Accessibility Equipment

As a minimum, all accessibility equipment and vehicle access dimensions shall comply with all applicable standards for accessible vehicles as set forth in the DOT Regulations, Title 49 CFR Part 38, Subpart B, and Final Rule.

- The wheelchair lift shall be a self-contained fully automatic electro-hydraulic lift rated for minimum net test load capacity of 600 pounds. The lift may be installed under floor or platform. The lift platform shall have a clear width of not less than 30 inches and a clear length of not less than 48 inches. The lift must be equipped with two handrails to meet DOT requirements and shall be marked to indicate preferred standing position for a standee with a disability.
- Each vehicle shall be equipped with a wheelchair securement area with a “clear floor space” 50 inches long and 30 inches wide. The wheelchair restraint securement belts shall be F.I.R.S.T., or approved equal, to meet all ADA requirements. The wheelchair securement tie down belts shall be retractable into a protective steel housing. The two aft and two forward restraints shall be securely anchored to the vehicle seating components and all belts shall be retracted back into their cases for storage, organization, and cleanliness when not in use. All belts shall feature positive locking mechanisms to ensure passenger security. The front pivot point shall be secured in the floor by means of an L-track receptacle flush mounted into the floor. The wheelchair occupant restraints shall be FMVSS Type II (combination lap and shoulder belt) with an adjustable height shoulder best featuring a single-point buckle for quick release.

- The wheelchair securement area shall be clearly marked and signed to request other passengers to make them available for wheelchair use.
- Flip seats or sliders shall be provided in sufficient quantity to allow for the wheelchair securement area. Seating materials and dimension shall comply with paragraph 9.2.2.
- A public address system shall be provided that complies with the ADA requirements of 49 CFR, Part 38.35 and enables the operator to address passengers either inside or outside the bus. Inside speakers shall broadcast, in a clear tone, announcements that are clearly perceived from all seat positions at approximately the same volume level. A speaker shall be provided so announcements can be clearly heard by passengers standing outside the bus near the front door. An operator-controlled switch shall select inside or outside announcements. A separate volume control shall be provided for the outside system if volume adjustment would otherwise be necessary when switching from inside to outside. The system shall be muted when not in use. An input jack and mounting clip shall be provided in the operator's area for a hand held microphone.
- Priority seating signage/decals shall be provided in compliance with ADA regulations.

9.2.4 Heating, Ventilating, and Air Conditioning System.

The Heating, Ventilation, and Air Conditioning (HVAC) climate control system shall be capable of maintaining the interior of the bus at the temperature and humidity levels defined in the following paragraphs.

- The heating system shall have proportional controls and be of sufficient capacity to maintain an inside constant temperature of 70 degrees F +/- 3 degrees throughout the vehicle when in heat mode while in the District service with an outside ambient temperature of 32 degrees F.
- The air conditioning system shall be integrated with the heating and ventilating system and have controls that are readily accessible to the driver.
- The air conditioning system shall be of sufficient size and capacity to maintain an inside constant temperature of 70 degrees F +/- 3 degrees throughout the vehicle when in the air conditioning mode while in District service with an outside temperature of 110 degrees F.
- The test procedure as described in Section 8 of the American Public Transportation Association document, "Recommended Instrumentation and Performance Testing for Transit Bus Air Conditioning System", shall be used for the purposes of the following pull down requirements. The air conditioning portion of the HVAC system shall be capable of reducing the passenger compartment temperature as defined in the referenced test procedure from 110° to 70°F ± 3°F in less than 30 minutes after start-up of air-conditioning system.

- During the cool-down period the refrigerant pressure shall not exceed safe high-side pressures and the condenser discharge air temperature, measured 6 inches from the surface of the coil, shall be less than 45°F above the condenser inlet air temperature. No simulated solar load shall be used. There shall be no passengers on board, and the doors and windows shall be closed.
- The climate control system shall have the provision to allow operator to adjust the temperature control set point at a minimum of between 68° and 72°F. From then on, all interior climate control system requirements shall be attained automatically, unless re-adjusted by operator.
- Interior temperature distribution shall be uniform to the extent practicable to prevent hot and/or cold spots. After stabilization with doors closed, the temperatures between any two points in the passenger compartment in the same vertical plane, and 6 inches to 72 inches above the floor, shall not vary by more than 5°F with doors closed. The interior temperatures, measured at the same height above the floor, shall not vary more than ± 5°F, from the front to the rear, from the average temperature determined in accordance to APTA Recommended Instrumentation and Performance Testing for Transit Bus Air Conditioning System. Variations of greater than ± 5°F will be allowed for limited, localized areas provided the majority of the measured temperatures fall within the specified requirement.
- The ventilating system shall be designed so that it can be used as a power ventilation system for summer operation. The ventilating system should circulate air; bring fresh air into the vehicle and remove hot air from the vehicle. Airflow should be evenly distributed throughout the vehicle. The cooling mode of the interior climate control system shall introduce air into the bus at or near the ceiling height at a minimum rate of 25 cubic feet per minute (cfm) per passenger based on the standard configuration bus carrying a number of passengers equal to 150 percent of the seated load. Airflow shall be evenly distributed throughout the bus with air velocity not exceeding 100 feet per minute on any passenger. The ventilating mode shall provide air at a minimum flow rate of 20 cfm per passenger.

9.2.5 At all times during the term of the Agreement, Contractor furnished vehicles shall comply with the air conditioning requirements specified herein. To ensure continued compliance The District may, at its sole option, retest the ability of the air conditioning system in any vehicle to meet performance specifications 9.2.4.

- The District may inspect any vehicle to confirm the performance specifications for air-conditioning performance are met. Such inspection will include at least: a review of maintenance records for air-conditioning system preventative maintenance and repair and air duct flow and temperature checks. The intent of the inspections is to assure satisfactory regular maintenance of the air conditioning system to sustain the cooling capacity of the system. The vehicles) inspected must satisfactorily meet requirements or the vehicles) will not be accepted for continuation in service.

- The District may conduct, without advance notice to the Contractor, an onboard air-conditioning performance inspection on any vehicle in service. The inspection will include installing probes and a monitor to record temperatures constantly at four different locations on the vehicle throughout any selected service trip. The intent of the in-service inspection is to determine whether the air-conditioning system can attain and then maintain an inside vehicle temperature to meet performance specifications. The vehicle air-conditioning system must perform satisfactorily or the vehicle will be rejected by the District pending re-testing.

9.3 Maintenance Specifications and Responsibilities

The Contractor is required to perform all vehicle maintenance and repairs necessary to meet high standards of reliability, cleanliness, and passenger comfort. Routine inspections and preventive maintenance are necessary to insure that all mechanical and electronic systems, including the wheelchair lift system, are fully functional and operational. The air conditioning system of each vehicle must be operational in accordance with technical specifications and performance standards.

9.3.1 Daily inspections and repairs are required and shall be recorded.

- Drivers shall be required to perform daily walk around inspections of vehicles prior to pullout each day. The pre-trip inspection shall be recorded on a daily defect report and provided to the lead mechanic responsible for vehicle maintenance.
- Drivers shall inspect and ensure that all on-board equipment is working before start of service, including but not limited to the passenger call bell system, the public address system, HVAC climate control system, accessibility equipment, and the on-board audio/visual system.
- All fluid levels of each vehicle shall be checked daily and re-filled as necessary. All exterior and interior lights are to be inspected and replaced as required. Tires should be checked daily for inflation.
- The Contractor shall assure all vehicles meet standards for cleanliness and appearance at all times. As a minimum, vehicles shall have exteriors cleaned of all dust and accumulated grime daily. Interiors shall be swept of all dust, paper, and trash. Seats shall be vacuumed; windows cleaned and overhead dusted each service day.
- Each vehicle shall be free of outer body and interior damages (i.e. dents, damaged wood, worn flooring) at all times.

9.3.2 Preventive maintenance inspections and repairs shall be performed regular intervals. Each time a vehicle enters the maintenance shop for inspection, the engine, transmission, radiator, and condensers shall be steam/cleaned.

9.3.2.1 The Contractor shall perform vehicle preventive maintenance (PM) inspections and necessary repairs for the items listed below (at a minimum) every 3,000 miles.

- Driver's seat and safety belt
- Sun visor operation and horn operation
- Communication equipment mounting secure
- Master switch operation
- Driver's A/C, heat, defrost
- Destination sign
- Air pressure buildup 120 P.S.I. in 3 minutes
- Front passenger door operation
- Interior lighting (reading, fluorescent, step, drivers area, aisle)
- Passenger counter
- Switches, controls, and gauges in drivers area
- Electroluminescent strips and gauge lights
- Dash warning lights (press to test circuit)
- Passenger seats-loose or cut
- Fire extinguisher charge and mounting
- Door emergency air relief valves
- Wiper operation and condition (and delay operation)
- Check glass, broken or open, correct installation
- Floor hatches - properly secured
- Emergency hatches - seals and latches
- Check all exterior lighting and reflectors
- Check wheels and lug nuts
- Record air pressure and tread depth for tires
- Check front and bogie hub oil
- Check all exterior latches on access doors for tightness
- Check paint or body damage
- Check windows, windshield, mirrors, and state inspection sticker.
- Check ride height
- Inspect all brake linings, wheel seals, and slack adjusters
- Check for air leaks, check brakes, and drain air tanks to check for heavy contamination.
- Inspect steering box for leaks and lines for rubbing and chaffing.
- Inspect radius rods
- Check u-joints for wear
- Inspect vehicle for any fluid leaks at the power steering reservoir and pump, the transmission, fuel lines and filters, miter box.
- Inspect cooling system, radiator, lines, hoses, purge tank, water pump.
- Check coolant temperature gauge and oil pressure gauge
- Record charging voltage of vehicle
- Inspect wheelchair operation, control; check tie downs and seat belts.

9.3.2.2 The Contractor shall perform vehicle preventive maintenance inspections and necessary repairs for the items listed below (at a minimum) every 6,000 miles.

- All PM inspections required every 3,000 miles
- Inspect shocks and motor mounts
- Inspect exhaust system
- Torque lug nuts
- Check kingpins and wheel bearings
- Check differential level
- Lube vehicle chassis
- Check belt tensions in engine compartment
- Check air inlet restriction with nanometer
- Check miter box coupler for deterioration
- Service batteries; check alternator
- Check retarder operation if applicable

Also, perform the following A/C system inspections every 6,000 miles:

- Clean air conditioning (A/C) evaporator; check evaporator compartment for accumulated oil or dust
- Clean A/C evaporator coil, straighten bent fins
- Clean A/C condenser, straight bent fins.
- Check A/C temperature control, clean thermal bulb, check water modulator valve.
- Pressure test A/C compressor
- Check A/C compressor drive shaft and condenser fan drive units
- Check A/C condenser fan drive belt for wear and proper tension
- Assure proper A/C blower motor operation by checking air flow at both air outlets.
- Check for oil or dirt accumulation on any surface indicating an A/C refrigerant and oil leak.
- Check refrigerant and oil levels
- Check engine idle RPMs with A/C on and transmission in gear.
- Check refrigerant pressure at engine 625 RPM and 1800 RPM
- Check temperature across filter-drier
- Inspect unloader mechanism
- Check discharge pressure cut out
- Check cold (klixon) switch
- Check oil pressure with compressor warm
- Check super heat temperature
- Check compressor oil for chemical breakdown of oil indicating possible bearing failure
- Inspect driver's evaporator
- Check all fluid and lubricant levels
- Inspect hoses, clamps and connections

9.3.2.3 The Contractor shall perform vehicle preventive maintenance inspections and repairs for the items listed below (at a minimum) every 12,000 miles,

- All PM inspections required every 3,000 miles and every 6,000 miles
- Clean ventilation filters and baskets
- Replace engine oil and filters
- Replace fuel filters
- Check headlight adjustment
- Check suspension ride height
- Check brake condition, record slack adjuster travel, tire pressure and wear
- Perform major engine tune and front end alignment
- Inspect steering system
- Repack wheel bearings, inspect seals
- Rotate and spin balance wheels
- Replace transmission fluid and filter and check for leaks

9.3.2.4 The Contractor shall perform vehicle preventive maintenance inspections and necessary repairs for the items listed below at 24,000 miles intervals

- All PM inspections required every 3,000 miles and every 6,000 miles and every 12,000 miles
- Service power steering filter
- Replace differential grease
- Clean differential breather
- Service transmission breather

9.3.2.5 The Proposer may suggest alternate intervals for preventative maintenance inspections in the Technical Proposal. The revised intervals will be evaluated by the Evaluation Committee.

9.4 Technical Capability

The Contractor shall have the requisite technical capability, facilities, and equipment to perform scheduled and unscheduled maintenance procedures.

9.4.1 The Contractor shall provide all fuel, oil, lubricants, tires, OEM parts, materials and supplies, and special tools necessary to perform repair and preventive maintenance to maintain an uninterrupted continuity of service.

9.4.2 Repair shall include, but not be limited to, repair and/or placement of all mechanical, electrical, air conditioning, radiator, drive train assembly.

9.4.3 Contractor shall also provide for repair of body damage, accident damage, and alignment.

9.4.4 When major repairs are required such as major engine, transmission, and component overhaul, the Contractor shall use only parts that meet or exceed OEM specifications.

- 9.4.5 The Contractor is required to maintain the interior and exterior paint to standard, to include spot painting, decal replacement and, when necessary, painting the entire vehicle. Paints used must be compatible with the existing finish. All over spray must be removed after any bodywork or touch up painting is completed.

9.5 Maintenance Records

Maintenance records shall be kept by the Contractor for each vehicle in accordance with the requirements of the District for the life of the contract but not less than three years.

- 9.5.1 The Contractor shall be responsible to ensure a defect card is completed daily and filed chronologically by vehicle. The completed defect card shall include notations for repairs or corrections made to resolve any defect reported. Defect cards shall be kept for at least six (6) months.
- 9.5.2 The Contractor shall perform scheduled preventive maintenance inspections. All preventive maintenance inspections and service shall be recorded by vehicle on forms approved by the District.
- 9.5.3 The Contractor shall be responsible for keeping a vehicle file (electronic or hard copy) by vehicle number documenting all maintenance including preventative maintenance scheduled inspections, parts usage, unscheduled maintenance, fuel and oil usage, and labor expended on each vehicle. The Contractor is responsible for keeping the vehicle file current throughout the term of the Agreement. Copies of all work orders for unscheduled repairs must become a part of the vehicle maintenance file.
- 9.5.4 The District General Manager or designee shall have immediate and unrestricted access to all contracted vehicles and maintenance records at all reasonable times.

9.6 Service Vehicles

The Contractor is responsible for providing all support vehicles necessary to complete this service, including supervisor vehicles and maintenance vehicles.

9.7 Road Failure

The Contractor shall respond to emergency road service calls within a maximum of 30 minutes from the time of occurrence. Any passengers on board at the time of the road call should be the first priority. The passengers should be safely transferred to another vehicle to complete the trip. The Contractor shall be responsible for towing any vehicle in service for the District. Any towing service required shall be provided in a timely manner. The vehicle shall be attended when waiting towing.

Section 10: Fuel Adjustment

9.0 Introduction

The following represents the procedure for any fuel escalation or de-escalation. Examples of how the fuel adjustment is applied is included on the following page.

9.1 Fuel Adjustment

- The per service hourly rate as stipulated in the Agreement shall not change, unless the Oil Price Information Services (OPIS) PAD 3 average price for [specify trolley vehicle fuel] for Dallas/Grapevine, Texas increases or decreases by 10 percent or more per gallon.
- For the purposes of this Agreement it is determined that the average usage rate of fuel is [specify trolley vehicle fuel usage rate as verified by manufacturer or empirical data] gallons per hour for. The fuel adjustment will apply to every service hour for either scheduled Route Service or Supplemental Service.
- The base price for computing fuel costs shall be the price in the first publication of OPIS PAD 3 average price for gasoline for Dallas/Grapevine, Texas, for the month that the proposal was delivered, April 2017.
- Monthly, using the first publication of each month, the average price for [specify trolley vehicle fuel] for Dallas/Grapevine, Texas shall be recorded by the Contractor and reported to the District.
- If the monthly price for unleaded gasoline for the 12 months increases or decreases 10 percent or more from the base price, the per service hourly rate shall be adjusted based upon the fuel usage per hour as stated above for the next month. The adjusted amount shall be applied directly to the per service hour rate for the applicable next month of service and level of service.
- A copy of the OPIS PAD 3 schedule for the first publication of each month shall be provided to the District by the Contractor upon award of the Agreement and monthly thereafter through completion of the Agreement.

Example of How Fuel Adjustment is Applied:

Fuel Usage (Example only, To be provided by Contractor with documentation of source)

1.3 Avg gallons/hour for revenue fleet

Base Price (Example only, Price to be based on first OPIS PAD 3 for April 2017)

\$ 3.8748 per gallon for unleaded gasoline for Dallas/Grapevine, TX
Applicable Month, 2017

\$ 0.39 10%

Average Price per Gallon for [Type of Fuel to be provided by Contractor]

Price Each Month, First Publication OPIS PAD 3 for Dallas Grapevine, TX
(Data Examples for demonstration only)

	<u>Example 1</u>	<u>Example 2</u>	<u>Example 3</u>
January	\$ 2.9020	\$ 3.8663	\$ 2.4770
February	\$ 2.6520	\$ 4.0163	\$ 2.2270
March	\$ 3.1520	\$ 4.1163	\$ 2.7270
Average for Quarter (1)	\$ 2.9020	\$ 3.9996	\$ 2.4770
Different than Base	\$(0.9728)	\$ 0.1248	\$(1.3978)
	<\$0.39	>\$0.39	>(\$0.39)
Adjustment ?	None	Yes, Increase	Yes, Decrease

If there is an adjustment, multiply the Different than Base times the Fuel Usage/Hour

Adjustment	<\$0.39	\$ 0.1248	\$(1.3978)
Fuel Usage/Hour	1.3	1.3	1.3
Adjustment per Hour	\$ -	\$ 0.1623	\$(1.8171)

Application

	Example 1	Example 2	Example 3
Price Level I 2018	\$146.68	\$146.68	\$146.68
Adjustment per Service Hour	\$ -	\$ 0.16	\$ (1.82)
Adjusted Price per Service Hour to be applied Quarter (2)	\$146.68 No Change	\$ 146.84 Increase	\$ 144.86 Decrease

Next Quarter adjustment would be similar procedure, still using April 2017 as Base Price

Part III – Technical Proposal Format

Section 1: Business and Financial Qualifications

1.0 Business and Financial Qualifications

In order to be deemed qualified, a Proposer (whether a sole proprietor, a partnership, or a corporation) must have the following qualifications. The term "Proposer" shall include any partner, subsidiary, affiliate or parent corporation of Proposer or any other corporation or partnership owned by any person who is an owner of at least 50% of the shares of the Proposer.

1.1 Each Proposer shall complete, and submit with the proposal, the Business Questionnaire contained in these documents for the prime Contractor and each subcontractor. If the Proposer is a joint venture, each joint venturer shall prepare and submit a separate form. Failure to complete and return the Business Questionnaire may be grounds for rejection of the proposal. The Business Questionnaire for the prime contractor and each subcontractor must be accompanied by financial statements as specified in the Business Questionnaire.

1.1.1 In order for a Proposer to be eligible to be awarded the Agreement, the proposal must be responsive to the RFP, and the District must be able to determine that the Proposer is responsible to perform the Agreement satisfactorily.

1.1.2 Responsive proposals are those complying in all material aspects of the RFP. Proposals that do not comply with all the terms and conditions of the RFP will be rejected as non-responsive and will not be evaluated.

1.1.3 Responsible Proposers as a minimum must:

- Have adequate financial resources, or ability to obtain such resources, as required for performance of the Agreement;
- Be able to comply with the required or proposed performance schedule, taking into consideration all existing business commitments;
- Have a satisfactory record of past performance;
- Have necessary technical and management capability to perform;
- Provide required insurance;
- Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the Agreement requirements; and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

A Proposer should submit written evidence verifying that the minimum criteria necessary to be determined a responsible Proposer can be met. Refusal to provide requested information will result in the Proposer being declared non-responsive, and the proposal will be rejected.

- 1.2 Each Proposer must have the proper facilities, resources, and personnel to provide the service and to meet all requirements of these specifications, including the maintenance, insurance and training requirements.
- 1.3 Past Performance is critical in determining responsible Proposers. Only responsible Proposers will be considered for award.
- 1.4 Considering the firm's current and projected workload, indicate the capacity to perform the scope of work, if awarded the contract.
- 1.5 Describe any new or creative ideas that would provide the District with a high quality, safe, efficient, and responsive operation.
- 1.6 Indicate if any participants in the proposal have been involved in bankruptcy proceedings as a debtor. If yes, state date, court of jurisdiction, amount of liabilities and amount of assets. Provide this information on a separate statement with the heading "BANKRUPTCY INFORMATION".
- 1.7 Provide detailed information regarding litigation, liens, or claims arising from litigation in excess of \$100,000 against any participant in the proposal.
- 1.8 Provide evidence of ability to obtain specified amounts of insurance from an insurance company authorized to do business in Texas. Disclose intended deductible levels, if any. Disclose the total number and amount of claims paid by the Proposer in the last three (3) years. Demonstrate financial capability commensurate with the required insurance limits and the proposed deductible levels.

Section 2: Staffing

2.0 Staffing

- 2.1 Identify and describe in detail the experience and qualifications of the principal management staff that will be assigned to the project as specified in the Scope of Work. Describe the role of corporate officers that will play a role in the project and explain the level to which their involvement shall occur.
- 2.2 Describe on-site management personnel who are responsible for the overall management, effectiveness, and responsiveness of operations, maintenance, administration, and related transit service activities.
- 2.3 Describe the service supervision approach including staffing levels, vehicle availability, coverage plan, supervision, and performance standards.
- 2.4 Provide the minimum age, qualifications and experience required for a driver. Describe in detail the recruiting and hiring process for drivers. Describe the procedures used to investigate the background of each driver candidate, to include but not be limited to evaluating safe driving record (motor vehicle record) and investigation of any criminal history. Describe how driving records will be monitored during employment.
- 2.5 Describe in detail the training and retraining programs for drivers and other personnel. Provide the number of hours of training, by subject, to be received by personnel by job

function. Explain the training to ensure drivers have the skills and expertise to provide quality service for the target markets.

- 2.6 Describe the staffing plan for personnel responsible for routing and scheduling and dispatch. Define the duties and responsibilities for each job function.
- 2.7 Describe how the Proposer will must employ or secure through a contracted service the technical expertise to operate, maintain, and trouble shoot any problems with all applicable hardware and software.
- 2.8 Describe the administrative and clerical support must be provided as required to support managers and supervisors and to provide assistance in customer services and public information.
- 2.9 Submit an organization chart to illustrate the organizational structure and reporting relationships of the local operation and its position in the firm.

Section 3: Vehicles, Facilities, and Maintenance Program

3.0 Vehicles, Facilities, Equipment, and Maintenance Program

3.1. Vehicles

- 3.1.1 Specify the specific vehicles proposed for Route Service including date of manufacture and schedule for availability
- 3.1.2 Demonstrate that:
 - All the specified vehicles are in excellent physical and operating condition
 - The vehicles will be available as required for this service. If the trolley vehicles will not be available by January 1, 2018, describe what vehicles are proposed for service in the interim.
 - Demonstrate sufficient vehicle resources for Supplemental Service
 - At the time the contract goes into effect, no vehicle in the fleet shall have been manufactured prior to January 1, 2008. The average fleet age for all trolley vehicles including spares during the life of the contract must not exceed 6.0 years.
 - Vehicles can meet the pull-down test to demonstrate air-conditioning capacity sufficient to meet vehicle specifications and performance requirements.
 - Vehicles will meet requirements for Clean Fuel
 - Vehicles will meet ADA specifications

3.2 Facilities

Describe the facility proposed for this project including the location address, size, vehicle fueling capabilities, vehicle-cleaning capabilities, vehicle servicing capabilities, and general make-up. Include any modifications that the Proposer intends to make to the facility to

ensure efficient service delivery and compliance with applicable codes. A facility in Arlington is preferred.

3.3 Maintenance Program

Describe the availability of sufficient maintenance support equipment to comply satisfactorily with all requirements of this solicitation.

- 3.3.1 Describe the transit vehicle maintenance program as it specifically applies to the *vehicles* provided for this service, including preventive, corrective, and emergency components, utilizing the prescribed program herein.
- 3.3.2 Describe the interior and exterior vehicle-cleaning program.
- 3.3.3 Describe the approach to road call management and resource allocations to support the plan.

Section 4: Management and Operations

4.0 Management and Operations

Demonstrate the Proposer's understanding of the contractual undertaking.

- 4.1 Describe how the Proposer will achieve continuous supervision of the transit services. How will the Proposer minimize delays and prevent missed service?
- 4.2 Describe the Proposer's internal communications network including methods of communicating instructions to supervisors and dispatchers and the approach to routing/dispatching functions. Describe how the Proposer will ensure communications with a field supervisor on duty will be guaranteed at all hours service for the District is in operation.
- 4.3 Discuss the Proposer's customer relations approach including the method of handling complaints, commendations, and suggestions.
- 4.4 Discuss Proposer's suggestions to provide public information to ensure hotels, venues, member entities and guests in the District service area are aware of the service available.
- 4.5 Describe how the Proposer will meet the requirements for data collection and reports as required.
- 4.6 Describe the pertinent elements of the proposed risk control and safety program.
- 4.7 Describe in detail the startup program to insure service is initiated according to the date determined by the District. The startup plan and time points shall include, but not limited to, securing required facility, provision of vehicles, recruitment and training of all staff, development of service and maintenance setup.

Section 5: Evaluation Criteria

5.0 Evaluation

The Statement of Qualifications will be evaluated on the criteria listed below:

- 5.1 The evaluation and negotiation process will be confidential until the final recommendation for award has been made.
- 5.2 Proposers must first be determined responsive to the RFP. Requirements for responsiveness include but are not limited to the following:
 - 5.2.1 Complete written Technical Proposal addressing each of the specified requirements of the RFP;
 - 5.2.2 Complete Price Proposal;
 - 5.2.3 Each required form and/or assurance statement must be properly completed and executed by an authorized officer of the company.
- 5.3 Proposers who have been determined to be responsive will then be evaluated on the professional qualifications. Each written Proposal will be evaluated by an Evaluation Committee to be designated by the District Board of Directors. Only those Proposers who have been found responsive to the RFP requirements will be considered.
- 5.4 Evaluation Criteria for the Proposal

The Evaluation Committee will evaluate each responsive proposal in accordance with the following evaluation criteria.

Technical Evaluation Criteria for Technical Proposal	Maximum Points	Score
Firm Qualifications, Capability to Perform, and Corporate Commitment include Past Performance and References	200	
Qualifications and Experience of Key Staff including the Project Manager, Plan for Recruitment and Retention of Drivers	200	
Vehicles, Vehicle Maintenance and Servicing Program, Facility	200	
Training and Safety Program, Management and Operations Plan, and Communications (including customer service, public information and member hotel/venue communication)	200	
Price	200	
TOTAL Score	1,000	

5.5 The Price Proposals will be opened by the District Representative. The Price Proposals will be evaluated and scored on the basis of a 200-point maximum. The points will be awarded by the following formula:

$$\frac{\text{Low Price}}{\text{Proposer's Price}^1} \times 200 \text{ points} = \text{Proposer's Price Points}$$

5.6 The Evaluation Committee will rank all Proposers based on the sum of the scores.

5.6.1 The Evaluation Committee may invite Proposers found to be in the competitive range for interviews.

5.6.2 The Evaluation Committee will rank all Proposers based on evaluation of the written proposals and the interviews.

5.6.3 The Evaluation Committee will refer the evaluation results to the District Board of Directors for final selection of the successful Proposer.

5.6.4 The District will make an award to the Proposer best responding to all RFP requirements. If the negotiations with the highest ranked Proposer are not successful, the District reserves the right to enter into negotiations with the second ranked Proposer.

5.7 Single Proposer

If only one Proposal is received in response to this RFP, a detailed price proposal will be requested of the single Proposer. A detailed cost and price analysis and evaluation will be performed in order to determine if the price is fair and reasonable.

¹ For evaluation purposes, Price will be defined as indicated in IV Price Proposal Form (Total Cost for Five Years).

Part IV Required Submittal Forms

**ACKNOWLEDGMENT OF ADDENDA
(Must be returned with the Proposal)**

The undersigned acknowledges receipt of the following addenda to the Proposal and supporting documentation.

ADDENDUM NUMBER ONE DATED: _____

ADDENDUM NUMBER TWO DATED: _____

ADDENDUM NUMBER THREE DATED: _____

ADDENDUM NUMBER FOUR DATED: _____

ADDENDUM NUMBER FIVE DATED: _____

ADDENDUM NUMBER SIX DATED: _____

Note: Failure to acknowledge receipt of all addenda that may have been issued may cause the proposal offer to be considered non-responsive to the solicitation. No further consideration will be given to non-responsive offers. Acknowledged receipt of each addendum must be clearly established and included with the proposal response.

(Proposing Company Name)

(Street Address)

(City, State, and Zip Code)

Signature of Authorized Company Official

Printed Name

Date

PROPOSAL SIGNATURE PAGE

The undersigned hereby offers and agrees to furnish the material, or service, in compliance with all the terms and conditions, instructions, specifications, and any amendments contained in this Request for Proposal document and its General Terms and Conditions, Scope of Work and any written exceptions in the offer accepted by the District.

(Proposing Company Name)

(Street Address)

(City, State, and Zip Code)

Signature of Authorized Company Official

Printed Name

Date

PRICE PROPOSAL FORM

The Contractor shall furnish all supervision, personnel, insurance, fuels, lubricants, tools, and equipment as required, is to provide turnkey transportation services in the Arlington Entertainment Area in Arlington, Texas. Services to be provided are in accordance with the terms and conditions of this RFP at the fixed hourly rate stated in the Price Proposal.

The firm hourly rate shall be interpreted as being an "all inclusive" rate that includes the Contractor's total price per service hour, including vehicle, operations, maintenance, supervision, administration, management, and overhead and profit. A service hour is an hour when a vehicle is in-service and available to carry passengers. Service hours do not include the time required for a vehicle to travel from the operating facility to the first passenger pick-up or from the last passenger drop-off to the operating facility. Service hours do not include time required for driver relief, driver layover, maintenance, training, or similar non-authorized operation. The hourly rate will remain firm for all service hours within each level of service as defined in the Scope of Work

Fuel adjustment is calculated annually and the appropriate adjustment is made to the price per service hour according to Agreement provisions.

Item 1 Scheduled Route Service

To provide scheduled Route Service for guests that are staying in member hotels to visit the recreation-entertainment park Six Flags Over Texas, the water park Hurricane Harbor. Globe Life Park AT&T Stadium and other venues within the District, and to attend events at the Arlington Convention Center.

Item 2. Supplemental Service

Supplemental Service is transportation service for convention groups, sporting events or other activities not included in scheduled Route Service. If the Contractor uses a vehicle that is not lift-equipped, it must have an accessible paratransit vehicle available for use on demand at no additional cost.

Item 1.A. Scheduled Route Service

Price per Service Hour for Scheduled Route Service

Proposer should assume Level I for initial contract year 2018.

	Level I	Level II	Level III	Level IV	Level V	Level VI	Average Price Levels I-VI ²
Year 1 2018	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Year 2 2019	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Year 3 2020	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Year 4 2021	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Year 5 2022	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total for Five Years for Evaluation Purposes³							\$ _____

Item 1.B. Scheduled Route Service

**Annual Rate Increase as a Percent over Previous Year
for Each Optional Year**

Adjustment year to year will not exceed this percent.

_____ %

² Average Price is determined by adding the price per revenue hour for Levels I, II, III, IV, V, and VI and dividing by six. The average price should be rounded to the nearest cent.

³ The Total for Five Years (sum of the Average Price Levels I-VI) will be the number used for evaluation of Price Proposals.

Item 2.A. Supplemental Service

Price per Service Hour for Supplemental Service

	Price per Service Hour
Year 1 2018	\$ _____

Item 2.B. Supplemental Service

Annual Rate Increase as a Percent over Previous Year

Adjustment year to year will not exceed this percent.

_____ %

BUSINESS QUESTIONNAIRE

This statement is to be completed in whole for the prime contractor and each subcontractor providing AEAMD transportation services. All references and information shall be current and traceable. If proposer is a joint venture, a separate form shall be prepared by each joint venture member firm. Failure to provide all data requested may result in the Proposal being determined non-responsive.

NAME OF PROPOSER:

PRINCIPAL PLACE OF BUSINESS:

(Street Address) _____

(City) _____ (State) _____ (Zip Code) _____

NAME OF PRINCIPAL CONTACT:

(Name) _____ (Title) _____

(Street Address if different) _____

(City) _____ (State) _____ (Zip Code) _____

(Area Code) _____ (Telephone Number) _____

(Area Code) _____ (Fax Number) _____

(E-Mail) _____

1. Are you an Individual (), Limited Partnership (), General Partnership (), Corporation (), Limited Liability Company (), or Joint Venture ()? (Check as applicable)

Year Established: _____

If a partnership, list names and addresses of partners; if a corporation, list names of officers and directors and State of incorporation; if a joint venture, list names, and address of venturers and, if any venturer is a corporation partnership or joint venture, list the same information for each such corporation, partnership, and joint venturer. Add pages if required.

2. How many years has your organization been in the transportation business under your present business name? _____ years.

3. How many people are currently employed by your firm?
 - In the greater DFW area? _____
 - In Texas, outside the greater DFW area? _____
 - Outside Texas? _____

4. List below the number of personnel to be employed in the performance of the transportation services as specified in the RFP Scope of Work.

Classification	Number of Employees	Collective Bargaining Agreement/Representation
Managers		
Administrative/Clerical		
Driver Supervisors		
Bus Drivers		
Maintenance		
Dispatchers		
Reservationists		
Schedulers		
Other (Specify)		

5. List three projects which you have currently underway which evidence the qualifications of your firm to perform the required transportation services.

Name of Project and Location: (1)
Client:
Client Reference: (Name, address, telephone)
Describe Transportation Service:
Number of Buses in Service:
Start Date and Expected End Date:

Name of Project and Location: (2)

Client:

Client Reference: (Name, address, telephone)

Describe Transportation Service:

Number of Buses in Service:

Start Date and Expected End Date:

Name of Project and Location: (3)

Client:

Client Reference: (Name, address, telephone)

Describe Transportation Service:

Number of Buses in Service:

Start Date and Expected End Date:

6. List three other projects which your organization has completed, during at least the last five (5) years, which demonstrate qualifications to perform the work of this Agreement. For joint venture or partnership work, name the companies and indicate the sponsoring partner.

Name of Project and Location: (1)

Client:

Client Reference: (Name, address, telephone)

Describe Transportation Service:

Number of Buses in Service:

Beginning and End Dates:

Name of Project and Location: (2)

Client:

Client Reference: (Name, address, telephone)

Describe Transportation Service:

Number of Buses in Service:

Beginning and End Dates:

Name of Project and Location: (3)

Client:

Client Reference: (Name, address, telephone)

Describe Transportation Service:

Number of Buses in Service:

Beginning and End Dates:

7. Name your principal financial institution for financial responsibility reference.

Name of Bank: _____

Street Address: _____

City and State: _____ Telephone: _____

Officer Familiar with Proposer's Account: _____

8. State your firm's annual average receipts over the past three (3) fiscal years:

2014\$ _____

2015\$ _____

2016\$ _____

9. **ADDITIONAL FINANCIAL DOCUMENTS TO BE SUBMITTED WITH THIS FORM.** Copies of the following documents must be submitted with this Application:

- **PUBLICLY TRADED COMPANIES:** Annual Reports for the most recent three years.
- **NON-PUBLICLY TRADED COMPANIES WITH AUDITED FINANCIAL STATEMENTS.** Audited statements, including balance sheet, statement of earnings and retained income, with footnotes, for the most recent three years.
- **NON-PUBLICLY TRADED COMPANIES WITHOUT AUDITED FINANCIAL STATEMENTS.** Unaudited statements, including balance sheet, statement of earnings and retained income for the last three years, and copies of the last three years income tax returns.
- **SOLE PROPRIETORSHIPS.** The last three years of the owner's personal tax returns with all schedules and financial statements for corresponding period.

10. In the past 10 years has the Proposer, any of its key persons, or any affiliate been the subject of an investigation of any alleged violation of a civil antitrust law, or other federal, state or local civil law? _____ If so, give details. Add pages as required.

11. At the present time or during the past five years has the Proposer, any of its key persons, or any affiliate been a plaintiff or defendant in any lawsuit regarding the services or goods provided to a public agency? _____ If so, give details. Add pages as required.

12. In the past 10 years has the Proposer, or any officer or partner thereof, failed to complete a contract? _____ If so, give details. Add pages as required.

13. Is any litigation pending against your organization? _____ If so, give details. Add pages as required.

The undersigned certifies that he or she is legally authorized by the Proposer to make the statements and representations contained in this document, and represents and warrants that the foregoing information is true and accurate to the best of his knowledge, and intends that the District rely thereon in evaluating the Proposer.

PROPOSER: _____

DATE OF SIGNING: _____

SIGNATURE: _____

TYPED NAME: _____

TITLE: _____

Part V Proposed Contract

Proposed
TRANSPORTATION SERVICES CONTRACT

THIS AGREEMENT (the "Agreement") is made this ____ day of _____, 2017, by and between COMPANY (herein the "Contractor") and ARLINGTON ENTERTAINMENT AREA MANAGEMENT DISTRICT (herein the "District").

R E C I T A L S

1. The Contractor is a business corporation in good standing under the laws of the State of Texas and is duly authorized to enter into this Agreement.
2. The District is a municipal management district, a political subdivision of the State of Texas, created and duly existing under Chapter 375 of the Local Government Code of the State of Texas.
3. The District publicly requested proposals for the providing of transportation services to the District both within and outside its geographical boundaries pursuant to the purposes of the District.
4. The Contractor responded to the request for proposals by submitting a specific proposal and the District, based upon such proposal, at its Board of Directors meeting on _____, 2017, selected the Contractor to be engaged to provide the transportation services pursuant to a formal agreement with the District.

A G R E E M E N T

In consideration of the mutual promises and covenants herein contained, the parties hereto, Contractor and District, agree as follows:

1. PURPOSE

By this Agreement it is intended that Contractor will provide to the District, by means of Contractor's vehicles, equipment, facilities and personnel, attractive, safe, efficient, clean transportation services to visitors to the District both along fixed route and on-demand in accordance with District transportation needs, such services to be provided in accordance with the terms of this Agreement. The services to be provided hereunder shall be:

- To supply all of the vehicles, equipment, facilities and personnel to provide transportation services for visitors to the District,
- To provide regularly scheduled route services to venues in the district and its environs as prescribed by the District,
- To supplement regularly scheduled route service with additional transportation to meet peak seasonal demands for additional events, such as sporting events and conventions,

- To serve destinations within or outside the District, as may benefit the District and its constituents,
- To provide safe, efficient, reliable, on-time, clean, and attractive transportation services,
- To contribute to the quality, clean, attractive, family entertainment image of the District,
- To provide necessary management, planning and scheduling services including customer services, public information, and public relations as required to support the objectives for quality transportation services,
- To minimize administrative, customer service, bookkeeping or operations workload on the District, and
- To bring sufficient experience and capitalization to the program to successfully continue and where needed to broaden and enhance transportation services within and for the District.

2 TERM/OPTIONS

- 2.01 Effective date and term This Agreement is effective upon execution by the parties. The term of the Agreement shall commence on the 1st day of January, 2018, and shall continue in full force and effect for a period of five (5) years from such commencement date, unless sooner terminated as herein provided.
- 2.02 Options The District shall have the right and option to renew and extend this Agreement for one or more of two (2) consecutive periods of two years each, the first option period commencing on January 1, 2023. Each option may be exercised by the District by written notice given to the Contractor at the address stated for notices in this Agreement not later than one hundred eighty (180) days prior to the expiration of the original five year term, in the case of the first option, or one hundred eighty days prior to the expiration of the existing renewal term, in the case of the second option period.

3. SERVICES

- 3.01 Service authorizations The District will promulgate service authorizations (“Service Authorization”) designed to meet the needs of its constituent ridership. The Service Authorization shall govern the number of vehicles, service periods, hours and intervals in all situations.

The annual Service Authorization will be issued to estimate the level of service that will be required for the coming calendar year. The purpose of the annual Service Authorization is to provide the Contractor a target level of service for planning purposes and to determine the number of trolley vehicles that will be required for scheduled route services. The annual Service Authorization will be issued to the Contractor in writing as

soon as possible prior to the first day of each calendar year during the Agreement performance period.

For each month during the term hereof, the services of the Contractor shall be provided pursuant to a monthly Service Authorization to be issued by the District, specifying the level of service by service type – i.e., the number of hours by service type. Each monthly Service Authorization shall be issued to the Contractor in writing not less than 10 days before the calendar month for which the service is authorized. The District may revise its Service Authorization for any month by giving the Contractor 72 hours prior written notice thereof. Service shall not exceed in any month the hours contained in the Service Authorization for such month without the prior written approval of the District.

3.02 Scheduled Route Service Route service is the core service of the District, consisting of trolley service along multiple routes serving the participating hotels in the District (“Hotels”), Six Flags Over Texas, Hurricane Harbor, Globe Life Park, AT&T Stadium, the Arlington Convention Center, and such other locations, either within or outside the District, as the District may from time to time designate in consultation with the Contractor.

- a. Vehicles For route service, the Contractor shall use rubber-tired, trolley-styled vehicles (“trolleys”) meeting the specifications elsewhere herein described, unless the District shall approve another vehicle type for use in specified situations or during defined periods of the year. For such specified situations or defined periods, the Contractor agrees to use the vehicle most appropriate in both type and number to accommodate the ridership of the District.
- b. Service periods During periods of high demand, as determined by the District, scheduled route service shall be provided up to seven days per week, holidays included. The period of high demand shall mean generally from March 1 to September 30 of each year. The Contractor acknowledges that the definition of service periods are subject to reasonable revisions from time to time during the term of this Agreement as the needs of the District may change.
- c. Service hours Route service shall be available for service during periods of time consistent with service to area attractions during the operating hours of those attractions and during such other times as may be prescribed in the Service Authorization.

The following table indicates service hours for six levels of route service. A service hour is an hour when a vehicle is in-service and available to carry passengers. Service hours do not include the time required for a vehicle to travel from the operating facility to the first passenger pick-up or from the last passenger drop-off to the operating facility. Service hours do not include time required for driver relief, driver layover, maintenance, training, or similar non-authorized operation.

If any plan of routes and/or schedules approved by the District requires the use of a vehicle for a period of less than three hours in a single 24-hour period, the District shall pay for a three-hour minimum for each such vehicle.

Service Hours for Scheduled Route Service

	Level I	Level II	Level III	Level IV	Level V	Level VI
Target Annual Service Hours	6,000	10,000	7,200	12,000	8,400	14,000
Minimum Hours For Level	5,000	7,500	6,000	9,000	7,000	10,500
Maximum Hours For Level	7,500	12,000	9,000	14,400	10,500	16,800
Minimum Vehicles Required	6	6	7	7	8	8
Total Vehicles Required incl Spares	8	8	9	9	10	10

The level of service for each year during the contract term will be decided by the District Board of Directors. The District Board of Directors will approve the level of service to be provided (Level I, Level II, Level III, Level IV, Level V or Level VI) and provide the requirements to the Contractor in the annual Service Authorization. During the contract year, the District will issue monthly route Service Authorizations to confirm operating hours and schedules.

- d. Service interval Route service will run on 30-minute headways; provided, that the District may revise such interval, after consultation with the Contractor. In any event, the minimum headways required by the District shall be operationally feasible given the number of vehicles then required by the District. The frequency of service may be reduced in off-peak periods in response to lower passenger demand.
- e. Added vehicles For service to the convention center, ballpark or stadium, the District, when notified by a requesting hotel, shall in turn notify the Contractor, at least 24 hours before departure time, as to need for more than the normal, established service and the estimated number of additional riders. When requested to do so, the Contractor shall add to route service such additional vehicles as the District may request to accommodate the additional riders, subject to the availability of vehicles for such purpose.

3.03 Basic service – demand response The District may determine, in consultation with the Contractor, that the need for transportation service between hotels and other locations within the District can be met on a demand-response basis during periods of low demand

and during periods of high demand when necessary to provide service to persons with disabilities who cannot use a fixed route service.

- a. Demand-response elements Vehicle type, service periods and service hours shall be as specified in the Service Authorization prescribing the demand-response service.
- b. Service interval The Contractor shall give its best efforts to provide rider pickup within 15 minutes after receiving a request for demand-response service.
- c. Service hours Vehicle hours from demand-response service shall be deemed service hours for the purpose of determining service levels as provided in 3.02 above.

3.04 Supplemental service This service is intended to provide for transportation of affinity groups of hotel guests between hotels and scheduled events at venues within or outside the District. Such service is provided pursuant to special Service Authorizations issued for the benefit of identified groups based on a room-night hotel occupancy formula.

- a. Vehicles For supplemental service, the Contractor shall use the vehicle most appropriate in both type and number to accommodate the rider needs of the District, as agreed upon by the parties.
- b. Service periods Supplemental service shall be available, if required, seven days per week, holidays included, as described in the District's service authorization to the Contractor.
- c. Service timing Supplemental service shall be available at such times as may be required to accommodate guests attending the event being served. The Contractor shall be given prior notice of the need and time for service in writing not less than 10 days before the calendar month in which the service is to be provided.

3.05 Rules of operation The Contractor and the District may develop rules for operation of transportation services, which shall be published and disseminated to the hotels and users of the service.

4. COMPENSATION

4.01 Rate basis As full consideration for the satisfactory performance by the Contractor, the Contractor shall be paid on the basis of the number of service hours satisfactorily performed and as authorized by the District based on the level of service. The expected number of service hours that may be operated will be set annually according to the level of service and monitored monthly within the range of service hours for the level of service (to be adjusted according to passenger demand and productivity). For the purposes of this Agreement, the total service hours per day for one vehicle shall be the hours of actual service proved, stated to the quarter hour, and shall not include "garage" time – i.e., travel to and from place of storage, maintenance or servicing.

- 4.02 Rates The rates per service hour during each year during the term of this Agreement shall be as provided in Addendum I attached to and made a part of this Agreement.
- 4.03 Minimum charge If any plan of routes and/or schedules approved by the District requires the use of a vehicle for a period of less than three hours in a single 24-hour period, the District shall pay for a three-hour minimum for each such vehicle.
- 4.04 Time for payment Payment for services shall be made each month, as follows:

The Contractor shall submit to the District an invoice for services for a calendar month, on or before the 10th day of the month next following the month in which the services were provided. The invoice shall be submitted with the other reporting documents required by Section 5 of this Agreement.

The District shall determine that the invoice is consistent with the data provided in the other reporting documents; shall further determine what deductions should be made therefrom as liquidated damages or addition thereto be made as incentive bonus; and, shall make payment thereof, either in full or adjusted, as the case may be, within thirty (30) days after receipt of the invoice.

5. REPORTING REQUIREMENTS

Contractor agrees to collect certain data relating to the performance of this Agreement and to submit the same to the District in such formats and at such times as the District may reasonably require. Contractor shall provide the required performance data electronically and on a real-time basis to the extent possible using information technology required as a part of this Agreement .

- 5.01 Compensation documentation The Contractor shall submit to the District, with each invoice, a report of the service hours by service type and by vehicle type for the period that is subject of the invoice. The report shall be in a form designed by or acceptable to the District, and the accuracy of the data contained therein shall be attested to by the Contractor's Project Manager.
- 5.02 Operations documentation The Contractor shall provide to the District such information concerning the operation of the transit service as the District may reasonably require, on a daily or other basis, including without limitation:
- a. Ridership information by service type, origin (and destination where feasible), hour-of-day, and day-of-week;
 - b. Performance data, including periods of operation and occurrence of incidents affecting operations, and response times for demand-response service;
 - c. Information concerning the maintenance and safety of vehicles; and
 - d. Relevant personnel information.

- 5.03 Vehicle safety The Contractor shall provide to the District such information concerning vehicle safety as the District may reasonably require, including: the vehicle reports described in 5.06 hereof; and, reports of citations issued to drivers or traffic violations reported to the Contractor, which shall be reported to the District within twenty-four (24) hours after its occurrence. The Contractor shall report all accidents to the District within 2 hours of the accident and provide a written report within 24 hours.
- 5.04 Public relations complaints All complaints by users of the service or the general public shall be investigated and brought to closure by the Contractor. The goal for the time required to respond to each complaint shall be 48 hours unless additional time is granted in writing by the District. All records of complaints and investigations thereof shall be kept on file by the Contractor and a copy thereof shall be sent to the District within the first ten (10) days of the month following the month in which the claim is made and investigated.
- 5.05 Governmental compliance The Contractor shall provide to the District, within a reasonable and timely period after request therefore, such data arising from the performance of this Agreement as may be necessary to enable the District to satisfy any reporting requirement imposed upon it by state or federal law, regulation or order. Any data collected by the Contractor for the District in performance of transportation services under this contract are subject to the Texas Public Information Act.
- 5.06 Schedule of reporting requirements
- a. The Contractor shall collect data as required and provide periodic reports documenting performance measures in accordance with management goals and objectives. Monthly reports are due on or before the 10th of the following month.
 - b. The District may require other statistical reports derived from data readily available to the Contractor, for periods not more frequent than monthly. All Contractor records relating to service for the District shall be available for inspection or audit upon reasonable notice by the District. Records whether in hard copy or electronic format shall not be destroyed or otherwise disposed of without prior written approval by the District.
 - c. Reports shall comply with the following Table of Reports Required by the District

Reports Required by the District

Report	Frequency Reported to the District	Description
Service Hours	Monthly Summary supported by Daily Driver Reports	Summary of service hours operated, number of vehicles in service by day for each day of month. Number of service hours in scheduled route service (including basic service – demand response). Number of service hours in supplemental service

Report	Frequency Reported to the District	Description
Passenger Boardings	Monthly Summary supported by Daily Driver Reports	Passenger boardings by route by location and time for both Route Service and Supplemental Service.
On-Time Performance	Monthly Summary supported by Daily Driver Reports	Comparison of actual times versus scheduled time Percent on-time performance
Service Quality	Monthly Summary supported by Daily Driver Reports	Summary of number of scheduled trips, cancelled trips, missed trips Percent trips missed.
Customer Service	Monthly	Summary of all complaints received with date and the resolution of each complaint with date. Number of complaints not resolved within 48 hours.
Safety	Monthly	Accidents per service mile operated
Accident and Incident	Per Occurrence	Notice to the District within two hours and a copy of Contractor written report within 24 hours of occurrence in the case of any accident or an incident involving personal injury
Vehicle Maintenance	Monthly	Preventive maintenance inspections completed, maintenance work by vehicle, summary of any work on major components, total vehicle miles per vehicle Details by vehicle, description, and description of each event for in-service disruption. Number of in-service disruptions Miles between in-service road calls
Driver Availability and Training	Monthly	Report summarizing drivers available, drivers qualified, and details on completed training by driver name.
Public Information	Monthly	Report summarizing date and time and outcome of each visit to each hotel and venue
DBE Participation	Annual	Efforts and results encouraging DBE participation

Any and all costs associated with maintaining, reporting, or auditing data for the District reports shall be the responsibility of the Contractor.

- 5.07 Records inspection; retention The Contractor shall make available at its office in or near the District at all reasonable times the materials described below for examination, audit, or reproduction, until three (3) years after final payment under this Agreement.

The Contractor shall maintain and the representatives of the District shall have the right to examine and audit books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all expenditures claimed to have been incurred or anticipated to be incurred in performing this Agreement. This right of examination shall include inspection at all reasonable times of the Contractor's facilities, or parts of them, used by the Contractor in performing this Agreement and such applicable records as the Contractor may maintain in the ordinary course of business.

6. EQUIPMENT

The District serves a family-oriented recreation-entertainment market which makes it necessary and desirable that the District, through the Contractor, provide attractive, comfortable vehicles which aid in creating a festive, fun-oriented atmosphere. For this reason, the trolley is designated as the basic vehicle of the transit service.

- 6.01 Minimum trolley specifications The Contractor shall provide and maintain, at its sole cost and expense, trolley vehicles of a type and appearance approved by the District, containing all of the features listed in Attachment II to this Agreement.
- 6.02 Use of trolleys and other vehicles The Contractor acknowledges that the use of trolley vehicles is a material element of the ambience and image of the District and its attractions. Accordingly, the use of trolleys for scheduled route service is a mandatory requirement of the Agreement. The use of trolleys shall be required for all other types of service unless: (i) all trolleys are engaged in route service; or (ii) a vehicle of a different kind or appearance shall have been approved in writing by the District for a specific service.
- 6.03 Replacement trolleys Any trolley vehicle placed into service after the inception of this Agreement in replacement of another trolley previously approved for use by the District shall meet the specifications of 6.01 hereof (unless otherwise approved in advance by the District) and shall be subject to inspection and approval by the District as to appearance.
- 6.04 Other vehicles All other vehicles used by the Contractor in the performance of this Agreement other than those particularly specified herein shall be clean and neat in appearance, less than fifteen (15) years old if a motorcoach, and less than five (5) years old if a van, minicoach or other vehicle, when placed into service with the District, and while in the service of the District, shall bear the logo and name designations prescribed by the District.
- 6.05 Maintenance and repair The Contractor shall cause all components of each vehicle used in the performance of this Agreement, including the body, frame, furnishings,

mechanical, electrical, hydraulic or other operating systems to be maintained in proper working condition, free from damage and malfunction. The minimum standards for maintenance and repair shall be as contained in Attachment III to this Agreement.

- 6.06 Maintenance and repair reporting The Contractor shall provide to the District on a monthly basis such safety and maintenance reports as may be reasonably required by the District. Such reports shall be delivered to the District's representative designated for such purpose as prescribed in 5.06 above. .

All such reports shall be in a format to be designated by the District after consultation with the Contractor. The Contractor shall maintain for the life of the vehicle detailed maintenance and accident records on each vehicle.

7. PERSONNEL

The Contractor will, as its sole cost and expense, provide for the employment, supervision, training and compensation of all management, operational and other personnel required for the performance of the Agreement, in accordance with the provisions hereof. The Contractor shall supply a sufficient number of personnel to operate and maintain all equipment and to provide the service required. The Contractor shall comply with the requirements of employee liability insurance, workers' compensation, employment insurance, and Social Security/Medicare.

- 7.01 Project Manager The Contractor shall provide and employ a project manager at all times who is responsible for the overall management, effectiveness, and responsiveness of operations, maintenance, administration, and related transit service activities. In addition, Contractor's project manager is responsible for customer service and ensuring that all requirements for public information are met. The project manager is responsible for gathering, compiling, and analyzing data and trends at least monthly.

Contractor's project manager must be able and willing to respond to the District requests, attend periodic coordination meetings, and make decisions as required to ensure a safe, effective, and efficient system responsive to the needs and policies of the District. The project manager must have the authority to respond immediately to service operating issues on behalf of the Contractor. To meet this obligation, Contractor's project manager must have a physical presence on-site within the District two or more days every week during the period that scheduled Route Service is provided. The Contractor's project manager must be available to local Contractor staff and the District General Manager by smart phone or other advanced communications system at all times not on-site during the periods that scheduled Route Service is provided. See additional on-site obligations for the Contractor's project manager under 3.2 Field Supervisors below.

This person should have minimum of five (5) years of progressively responsible experience in the management/administration of public transportation or taxi services. The District reserves the right to approve Contractor's proposed project manager and any replacement for the approved project manager. The Contractor must obtain the approval

of the District General Manager before replacing the project manager or making a temporary assignment of an interim project manager.

7.02 Field supervisors The Contractor shall designate a field supervisor who shall, during periods of operations, be totally and exclusively engaged in the supervision of operations provided by the Contractor. There shall be a uniform and consistent level of supervision in the field. Field supervision responsibilities shall include monitoring drivers, passengers, streets and traffic operations, and all associated services. The field supervisor shall assist with special events, special needs, accidents, detours and ensure all service commitments are fulfilled in a timely manner during all hours of operation.

- a. During the operating season for scheduled route service the field supervisor's sole duty shall be the supervision of the Contractor's performance of the Agreement. A field supervisor shall be reachable by telephone at all times during which service is being provided under the Contract. The Contractor shall provide the field supervisor a telephone with toll-free service in the District which shall be in the possession of the field supervisor and in operation at all times during which service is being provided under the Agreement.
- b. The field supervisor shall be prepared to meet customer and driver needs, have demonstrated knowledge of the service area and, if necessary, be qualified and prepared to operate in the place of a driver.
- c. A field supervisor shall be on duty in the District at all times during the hours when service is provided by the Contractor. During any period of scheduled route service, the Contractor shall designate a relief field supervisor to ensure all days and hours of service are supervised in the field. When on duty, the relief field supervisor shall have the same obligations, responsibilities, and authority as the field supervisor.
- d. If the field supervisor and relief field supervisor are required to drive a vehicle or otherwise absent from the assignment to supervise effectively scheduled Route Service, then the Contractor's project manager must be present on-site within the District to provide field supervision of scheduled Route Service.

7.03 Drivers The Contractor shall, at its cost, provide all vehicle drivers necessary for its performance of this Agreement. The Contractor is not relieved of responsibility for driver qualifications if contracting for drivers or subcontracting for drivers and vehicles to provide transportation services. The Contractor and its Drivers shall comply with the following requirements:

- a. Driver Qualifications The Contractor shall conduct a background check on each vehicle driver to ensure he/she meets the following standards effective January 1, 2018 and each day thereafter for the term of this agreement:

- (1.) Is not less than 21 years of age;

- (2.) Has continuously possessed a valid driver's license for the preceding five (5) years;
 - (3.) Currently possesses a valid Texas chauffeur's license, Class B with passenger transport. and any additional license as may be required by the state and federal regulatory agencies;
 - (4.) Has a record of no more than two (2) traffic citations for moving violations in the preceding three (3) years;
 - (5.) Has a record of no DWI/DUI convictions in the preceding three (3) years.
 - (6.) Has ability to read, write, and speak the English language fluently;
 - (7.) Has a certificate or other evidence of satisfactory completion of a Defensive Driving course within the preceding twelve (12) months; and
 - (8.) Has ability to handle passengers with respect and courtesy and the ability to handle complaints and problems professionally.
 - (9.) Complies with U.S. Department of Transportation policies on use or possession of alcohol and controlled substances.
- b. Driver responsibilities The Contractor shall provide that each driver shall discharge the following responsibilities:
- (1.) Drivers shall be responsible for operating buses in transportation service to ensure on-time performance, safe and smooth operation, and to maintain quality of service. Drivers must be alert, careful, courteous, and competent in their driving ability and habits; familiar with area attractions; and courteous and friendly to all patrons of the service.
 - (2.) Each driver shall have available in clear sight of all times during operation of any bus in District service a timepiece to be set each day and having an accuracy of +/- one (1) minute per month.
 - (3.) Service shall be operated on-time in accordance with schedules. On-time is defined as between 0 and 10 minutes late at any designated stop. A vehicle that is early is not on-time.
 - (4.) Each driver shall wear a clean, neatly pressed uniform each day as specified by the Contractor and approved by the District.
 - (5.) While in service, each driver shall report passenger boardings by location and time. The counts are to be recorded on a Contractor furnished card or similar

form of a printout of electronic data, signed by the driver and submitted daily at the end of each shift to the field supervisor for verification.

(6.) Drivers shall honor special passes, collect tickets, and issue and collect transfers as may be required by the District.

c. Contractor responsibilities The Contractor shall assure that each of its drivers discharges the responsibilities described in the preceding paragraphs. In addition, the Contractor shall provide:

(1.) A driver training program such that each driver is qualified to operate the vehicles required for District transportation services in a safe and professional manner;

(2.) An established driver safety awareness program with a continuing goal of maintaining an accident free company driving record;

(3.) Service supervision at all times to ensure on-time performance and to maintain the quality of service; and

(4.) An established driver customer relation and passenger awareness program.

7.04 Other employees The Contractor shall employ and train such other persons as may be necessary to enable it to perform satisfactorily the obligations of this Agreement.

7.05 Removal of employees The relationship of Contractor and District, as elsewhere provided, is an independent contractor relationship. The District does not claim and in fact specifically disclaims a right to hire and/or fire employees of the Contractor. However, the Contractor agrees that it will remove from service for the District, if so requested by the District, any Contractor employee whose job performance or behavior, in the sole judgment of the District, is not consistent with the purposes and standards of performance of this Agreement. Reasons for removal from service to the District may be for any one of, but not necessarily limited to, the following reasons:

- a. Failure to meet any driver qualification listed in 7.03 above;
- b. Operating a vehicle in an unsafe or unprofessional manner;
- c. Committing an unsafe or unprofessional act while on duty for District service;
- d. Conviction of a criminal offense;
- e. Discourteous or inappropriate remarks to a passenger or other person.

7.06 Employee training Each employee or contract employee of the Contractor assigned to duties pursuant to this Agreement shall be suitably trained and knowledgeable to accomplish the work assigned to that employee. In addition, the Contractor shall, at least once annually, give training in public relations skills and in accommodating persons with disabilities to each of its employees having contact with the public in the performance of this agreement.

7.07 Customer service The Contractor is responsible as the first line of communication to resolve customer problems. Therefore, the Contractor shall provide professional customer services in the areas of problem solving, complaints, commendations, and other customer interaction. Persons assigned to customer service shall work actively with the District on a regular basis to ensure that service is provided without compromise to customers. Customers include but are not limited to passengers, personnel at hotels that are members of the District, representatives of the venues served by the District's transportation services, and representatives of the District.

- The Contractor drivers and field supervisor will work with the District and whomever the District shall name as hosts/hostesses at venues to help passengers, answer questions, and generally serve as goodwill ambassadors for the District.
- The Contractor shall maintain a record of all complaints received during the previous month, the resolution of each. The goal for the time required to respond to each complaint shall be 48 hours.
- The Contractor will cooperate with the District to conduct periodic customer satisfaction surveys either on-board vehicles or through means of online surveys accessible by internet.

7.08 Public Information Public information and marketing of this service will be done through the collaborative effort of the District, businesses in the District and the Contractor. The Contractor will be expected to participate in marketing efforts by cooperating with any reasonable information requests, including surveys and providing insights and suggestions based on service operation. The Contractor will also be required to cooperate with District requests to promote the service, including the use of driver uniforms and the display of District logos or other service identification on the vehicles. Ownership of logos or other service identification will remain with the District. The Contractor will participate in District coordinating meetings related to the transportation service.

The Contractor, in cooperation with the District, will be responsible for the design and production of materials such as schedules, route maps, posters and bus passes. The Contractor, in cooperation with the District, will be responsible for distribution of schedules, route maps, posters and bus passes. The Contractor is responsible for ensuring that up-to-date, accurate, and complete information is available to the customers at each hotel and venue. This will require at a minimum:

- Posting at least weekly the schedule for the current week at each hotel and venue. Schedules are currently posted in hard copy inserts on signs provided by the District at each hotel and venue. The Contractor is encouraged to utilize technology as a tool for communication for schedule updates if the Contractor can demonstrate improved effectiveness and increased efficiency.

- Visiting the front desk for each hotel a minimum of once per week during the high season to discuss service quality, on-time performance, and public information. The Contractor shall maintain a record of each visit to each hotel and venue and record notes on concerns and resolution.
- Distributing schedules, route maps, posters and bus passes as requested by the District. The tickets or other media will continue to be printed by the District. The Contractor shall maintain a record of each visit to each hotel and venue and record notes on materials distributed.

8. OPERATIONS

It is the intent of the parties in the making and performance of this Agreement that the Contractor, as an independent contractor, shall provide transportation services both within and outside District boundaries to those persons to be served by the District, as a turnkey service. The Contractor will be solely responsible for the day-to-day operation and management of the transportation services. But the District, in order to carry out its policy objectives, will determine in cooperation with the Contractor matters pertaining to: entitlement of persons to use the District's services; the geographical areas in which services are to be provided; and, the hotels, attractions and other locations to be served.

- 8.01 Passenger access The Contractor, in consultation with the hotels and other affected entities and with prior District approval, shall design and implement systems for distributing, collecting and accounting for transit passes, or otherwise resulting in limiting ridership of District vehicles to those persons entitled to ride under District policies. The parties acknowledge that any such systems may require modification or replacement dependent on the needs of the service.
- 8.02 Areas served The District exists for the purpose of providing the transit service primarily within the District but with authority to operate outside its geographical boundaries. The parties acknowledge that the geographical area of the District may change from time to time during the term of this Agreement; that the District may from time to time elect to provide services to locations outside the District; and that this Agreement shall apply to and govern any such additional or different areas or locations.
- 8.03 Routes and stops The District, in consultation with the Contractor, shall determine the routes to be used for fixed route service, having due regard for both the transit needs of the District and the operational considerations of the Contractor. Further, the District shall designate appropriate stops on each route having due regard for rider needs and the participation of property owners in the District's programs and activities. The Contractor shall communicate with the District regularly concerning the effectiveness of both the route system and the stop designations, any of which may from time to time be modified in the same manner as initially established.

- 8.04 District policies, rules and regulations The Contractor shall comply with and enforce, when called upon to do so, all policies and procedures of the District and all reasonable rules and regulations prescribed by the District for use of its transit system.
- 8.05 Communications The Contractor acknowledges that the design, operation and maintenance of effective systems of communication are essential to its effective performance of this Agreement.
- a. Two-way communication The Contractor shall provide a two-way communications system in each vehicle and shall be responsible for maintenance of the system to ensure quality of service. The two-way communications systems must ensure the ability of the Contractor's Project Manager and dispatcher(s) to contact every driver and field supervisor on duty at all times during the hours when service is provided by the Contractor.
- b. Telephone service The Contractor shall provide a minimum level of phone lines/service to include:
- (1.) At least two lines (toll-free) to the administrative offices or location where the Project Manager can be reached during normal business hours.
 - (2.) A direct telephone line to the field supervisor on duty. Any member of the District (hotel or a representative for a venue) must be able to reach the field supervisor on duty at all times during the hours when route or supplemental service is provided by the Contractor.
 - (3.) Provide emergency numbers to reach the Project Manager, field supervisor(s) and dispatcher on duty in the case of an emergency.
- c. E-mail The Contractor shall provide full-time connection capable of handling e-mail.
- 8.06 Automated systems – automatic vehicle tracking and real-time passenger information systems
- a. AVL System. The Contractor shall provide an automatic vehicle location (AVL) system and real-time passenger information system. The system shall automatically track vehicles on route and provide pertinent next bus information to District users on a web site created and maintained by the Contractor with displays available at each hotel on the hotel lobby screen. The Contractor is responsible for the cost of developing, implementing, and maintaining the AVL and real-time passenger information system. Any changes required in software during the performance period to maintain the quality and accuracy of the AVL and real-time information system is the responsibility of the Contractor.
- b. Vehicle Tracking. The system shall include vehicle tracking equipment to be mounted in each trolley vehicle including spares. The equipment will utilize a Global

Positioning System (GPS) to calculate vehicle location, heading and speed. The unit shall include the capability report the current job/route/status (route ID, out of service, etc.) of the vehicle. All AVL information shall be transmitted to the Contractor's AVL server.

- c. Vehicle Locations. Vehicle locations shall be displayed on the website map that includes the street layout for the Arlington Entertainment Area, color coded routes with matching color coded vehicle icons and stop locations. The map shall be displayed on the web site created and maintained by the Contractor with displays available at each hotel on the hotel lobby screen.

Vehicle location maps, both standard and an internet mapping service, and bus stop selection screen shall be available to the hotels and venues the web site created and maintained by the Contractor and accessible on desktop personal computers without special software downloads. An ADA screen reader shall be made available for individuals with a sight impairment.

- d. Sign. The Contractor shall provide for a sign at the Six Flags passenger waiting area. The sign will provide current information about the Trolley schedule for the current day. The sign shall be a dynamic messaging sign or a printed sign with a professional appearance satisfactory to Six Flags and the District. The letters/characters shall be a minimum of 1.25 inches in height. The District reserves the right to approve the sign design and appearance.
- e. Prediction Service. The prediction service shall generate arrival time predictions for each vehicle logged in and assigned to a route based on real time information provided by the AVL system. The predictions shall not be based on deviation from the schedule or deviation from time points, but rather on the actual position of the vehicle and expected travel times.
 - o The AVL system and real-time passenger information system shall maintain accurate historical records of vehicle movement under a wide variety of conditions, and use software modeling to determine accurately the expected length of time until the arrival of the next bus at each stop served by the prediction system.
 - o Predictions shall be updated each time a vehicle report is received.
 - o The most current arrival time and information message data shall be displayed on the web site interface available on each hotel lobby screen..
 - o The Contractor or its system provider will be responsible for technical support of the operation of the system.

- o The District encourages but does not require the Contractor to include additional features and performance reports to monitor and evaluate schedule adherence and reported automated passenger boarding counts.

An audio/video system shall be provided on-board each trolley vehicle to provide real-time passenger information about the entertainment area or events in progress at particular venues via an LCD screen. The audio/visual system must have a minimum 15-inch LCD screen served by a communications system with wireless module. The District retains approval rights over the nature and content of such messages.

- f. Support. The Contractor or its system provider will be responsible for support of the operation of the system. The District encourages but does not require the Contractor to include additional features and performance reports to monitor and evaluate schedule adherence and reported automated passenger boarding counts.
- g. On-board System. The Contractor may provide a system on-board the vehicle to inform passengers information about the entertainment area or events in progress at particular venues via an LCD screen. The District retains approval rights over the nature and content of such messages.

8.07 Equipment and systems maintenance The Contractor is responsible for the maintenance, administration, and upkeep of equipment and software for telephone, radio/dispatch, and automatic vehicle tracking and real-time passenger information systems. The Contractor shall provide hardware and software system-administration personnel either in-house or on a contract basis.

- a. The system administration shall include trouble shooting, diagnosis, and maintenance of all computer hardware and software including telephone, communications sequencer, backup systems, radios, system software for the automatic vehicle tracking and real-time passenger information system, and for the software utilized by the Contractor in and administration of its day-to-day operations. In addition, the person(s) shall be responsible to provide training for system use and be able to provide and or develop reporting infrastructure necessary for reporting as outlined in this Agreement.
- b. The Contractor shall provide computer hardware according to its own minimum requirements for all software applications not provided by the District. Other software applications installed at District facilities requires pre-approval and ownership/licensing documentation.
- c. The Contractor shall be responsible for any and all repairs to this equipment, to be performed in a manner that will ensure that no system will be out-of-service more than four hours and always available the next day.

9. PERFORMANCE

- 9.01 Performance Standards In order to provide the District's passengers with friendly, timely, safe, clean and reliable transportation services, the Contractor will provide the necessary resources to meet these performance objections, without exception. The following are measures for the determination of certain standards of performance:
- a. On-time performance. A minimum of 90 percent on-time performance for all scheduled service. On-time shall mean vehicle departure up to 10 minutes after the scheduled departure time at hotels and venues. Early departure is not on-time.
 - b. Missed trips. Missed trips shall not exceed a maximum of 0.5 percent of monthly scheduled trips. If a departure from a given stop on a route occurs later than the time for which the next departure is scheduled to occur, such trip shall be deemed to be missed.
 - c. Preventive maintenance. The Contractor shall perform all required preventive maintenance inspections on each vehicle within 500 miles of the regular intervals specified.
 - d. Safety. Accidents shall not exceed 2.0 per 100,000 miles of service.
 - e. Complaint response. The Contractor shall maintain a record of all complaints received during the previous month and the resolution of each. The goal for the time required to respond to each complaint shall be 48 hours.

The Contractor will report to the District by the 10th of each calendar month on its record of compliance in the preceding month with the performance measures described above. The Contractor is expected to meet or exceed the performance standard indicated for each measure.

- 9.02 Liquidated damages-purpose It is agreed by the parties that certain service-related problems and occurrences will adversely affect the transit service to the detriment of the District, the riders and the property owners assessed in payment of the service; and, that a system of liquidated damages and incentives will benefit the parties in the performance of this Agreement.
- 9.03 Liquidated damages enumerated The parties agree that the following described service-related problems and occurrences are of such a nature that it is difficult, if not impossible, to measure the damage to the District arising therefrom. Accordingly, it is appropriate that such problems and occurrences be made the subject of liquidated damages, in accordance with the following provisions. Liquidated damages shall not be applied when the problems or occurrences are based on capacity constraints – i.e., failure to meet service authorizations or non-recurring service delays.

- a. Adherence to schedule - If, within a calendar month, there are two (2) or more documented valid complaints about the on-time performance of the system, the liquidated damages shall be two hundred dollars (\$200.00) per event. If there are five (5) or more documented valid complaints about on-time performance of the system within a calendar month, the liquidated damages shall be three hundred dollars (\$300.00) for each event more than four.
- b. Incomplete trip - If a service trip is not completed or is missed entirely, the liquidated damages shall be two-hundred fifty dollars (\$250.00) per such occurrence. If a departure from a given stop on a fixed route occurs later than the time for which the next departure is scheduled to occur, such trip shall be deemed incomplete.
- c. Failure of cleanliness - If a vehicle is found to be in violation of the vehicle specification requirements or is otherwise in an unreasonably littered or unkempt condition, the Contractor shall be notified of the first such occurrence in a calendar month. Thereafter, for the second and each additional instance in such month, liquidated damages shall be one hundred dollars (\$100.00) per occurrence.
- d. Improper boarding - If there are more than two (2) documented instances within a calendar month of improper boarding or riding of a District vehicle by unauthorized persons – i.e., persons without a valid pass or otherwise not entitled to ride, there will be liquidated damages of two hundred dollars (\$200.00) per instance, inclusive of the first two such instances in the month.
- e. Safety - For a substantiated unsafe or illegal driving instance or any preventable accident resulting in personal injury or property damage, the liquidated damages are one hundred fifty dollars (\$150.00) per occurrence.
- f. User/rider relations - If there are more than two documented instances within a calendar month of failure to complete the user/rider complaint process in accordance with terms of the Agreement, the liquidated damages are one hundred dollars (\$100.00) per occurrence, inclusive of the first two such occurrences in the month.
- g. Failure to provide specified equipment - The liquidated damages shall be five hundred dollars (\$500.00) per vehicle per day: (i) for any day or portion thereof during which a vehicle other than an approved trolley is used to provide service for which a trolley is specified by the Agreement or the applicable service authorization, or (ii) for any day for which a trolley vehicle is not in place and ready for service required by the Agreement.
- h. Failure to perform equipment maintenance/reporting - The liquidated damage shall be one thousand dollars (\$1,000.00) per vehicle per month for any month during which a trolley is not maintained in accordance with the preventive maintenance schedule approved by the District and for any month during which a report of such maintenance is not made to the District as herein provided.

- i. Failure to provide required reports - The liquidated damages shall be one hundred dollars (\$100.00) per occasion or report for each failure of the Contractor to provide to the District in a timely manner any report required by the Agreement.
 - j. Use of untrained drivers - If the Contractor assigns to Route Service a driver not previously trained as required by the Agreement, the liquidated damages shall be two hundred dollars (\$200.00) per event.
- 9.04 Performance incentives For any calendar month in which there are no occurrences for which liquidated damages are assessed for Route Service, Demand-Response Service, and/or Supplemental Service performed in that month, the District will pay the Contractor a \$1,000.00 incentive payment.
- 9.05 Liquidated damages – administration The District shall notify the Contractor in writing of the liquidated damage assessment within thirty (30) days next following the calendar month in which the liquidated damage event(s) occurred. The Contractor shall have ten (10) days in which to present to the District any mitigating factors. The District will issue its decision within ten (10) days thereafter. When liquidated damages are assessed, they may be deducted by the District from the payment for contracted services then next payable to the Contractor.
- 9.06 Performance inspection
- a. All work (which term in this section includes services performed and material utilized in the performance of services) shall be subject to inspection and test by the District to the extent practicable at all times and places during the term of this Agreement. The District shall have the right to enter the Contractor’s premises for the purpose of inspecting and auditing all data and records, which pertain to the Contractor’s performance under this Agreement. The District and agents of their choice shall also have the right to enter the Contractor’s premises for the purpose of inspecting vehicles and equipment that are used to provide service under this Agreement.
 - b. If any work performed hereunder is not in conformity with the requirements of the contract, the District General Manager shall have the right to require conformity with such requirements at the Contractor’s expense. When the work to be performed is of such a nature that the defect cannot be corrected by re-performing the work, the District General Manager shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of the work in conformity with the requirements of the contract; and (2) reduce the contract price to reflect the reduced value of the work performed. In the event the Contractor fails performance of the work in conformity with the requirements of the contract, the District shall have the right to have the work performed in conformity with the contract requirements and charge the Contractor any costs to the District that are directly related to the performance of such work, or to terminate this contract for default.

- c. No completion of any audit or inspection by the District constitutes a representation that operations or equipment are in compliance with any federal, state or local laws. Such responsibility is uniquely that of the Contractor.

10. INSURANCE

The Contractor shall purchase and maintain in effect during the entire period of the contract, insurance in the types and limits of liability as provided herein.

10.01 Scope of coverage Such insurance shall protect the Contractor from claims that may arise out of or result from Contractor's operations whether such operations are performed by the Contractor or by anyone for whose acts any of them may be liable.

- a. The insurance company(ies) underwriting the required coverages must have a minimum A.M. Best Rating of "B+" and be licensed or approved by the State of Texas and acceptable to the District.
- b. The Contractor agrees to waive subrogation against the District and its member entities, its officers, commissions, agents, employees for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
- c. The District and its officers, directors, representative, employees, and each member entity shall be named as additional insured as respects: Liability arising out of acts performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by Contractor; or vehicles, owned, leased, hired or borrowed by the Contractor. Disclaimer of Liability.
- d. The certificate holder on the Certificate of Insurance shall be as follows:

Arlington Entertainment Area Management District (AEAMD)
- e. Prior to any material change or cancellation, the district will be given thirty (30) days advanced written notice by registered mail to the stated address of the certificate holder. Further, the District will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed twenty-five percent (25%) of the aggregate limits.
- f. In the event of an occurrence, it is agreed that any insurance maintained by the District its officers, commissions, agents and employees shall apply in excess of and not contribute with insurance provided by policies named in this Agreement.

10.02 Policies required

- a. Liability The Contractor shall provide for Commercial General Liability (CGL) insurance coverage with limits of not less than \$1,000,000 combined single limits for bodily injury, sickness or death and loss of or damage to property in any one occurrence. Policy coverage must be on an “occurrence” basis using CGL form(s) as approved by the Texas State Board of Insurance. Such coverage as herein provided shall be extended for, endorsements included, and extensions removed as follows:
- b. Extended coverages
 - (1.) Operations - Premises Liability
 - (2.) Independent Contractor’s Liability-Broad Form
 - (3.) Personal Injury Liability extending to claims arising from employees of the Contractor;
 - (4.) Completed Operations and Products Liability.

Coverage for abuse and molestation must not be excluded.
Exclusions Removed - Care, custody, control

- c. Workers compensation The Contractor shall provide for Workers’ Compensation insurance coverage providing Statutory Benefits according to the State of Texas and/or any other state or federal law as may be applicable to the work and shall cover all of the persons engaged in the work.
- d. Employer’s liability The Contractor shall provide for Employer’s Liability Insurance with limits of liability not less than \$1,000,000.
- e. Auto liability The Contractor shall provide for Automobile Liability Insurance covering all owned, hired, and non-owned motor vehicles used in connection with the work being performed under this contract with limits of liability not less than \$1,000,000 for Each Occurrence Combined Single Limit for Bodily Injury and Property Damage.

10.03 Sub-contractor coverage required Contractor shall require any and all sub-contractors performing work under this Agreement to carry insurance of the types and limits of liability, as the Contractor shall deem appropriate and acceptable to the District.

11. PERMITS, LICENSES, REGULATORY COMPLIANCE

11.01 Licenses, permits, regulatory compliance Contractor represents and warrants that is has in force, at the time of execution of this Agreement, and will maintain in effect and in good standing throughout the term of this Agreement, all licenses, permits or other consents, by whatever term designated, of federal, state and local governmental or other regulatory or licensing authorities required in order for the Contractor to enter into and

perform its obligations either presently required or reasonably contemplated under this Agreement.

- 11.02 Payment of fees and taxes The Contractor shall have the sole obligation to pay any and all fees and expenses arising from compliance with 11.01 hereof, together with any and all other charges and assessments which may hereafter be levied in connection with the Contractor and its performance of this Agreement.

12. ADVERTISING AND MARKETING

- 12.01 Advertising rights reserved The District hereby reserves to itself, and Contractor hereby grants to the District, exclusive advertising rights derived from any operations under this Agreement, including without limitation all rights to advertising displays on the interior and exterior surfaces of trolley vehicles used by the Contractor for route service in the performance of this Agreement.

- 12.02 Advertising rights, other The District specifically reserves to itself all advertising rights and revenues from any medium or source whatsoever arising from the existence and/or operation of the District or any of its services, whether under this Agreement or otherwise. This reservation includes, without limitation, advertising by way of route maps, trip passes and other printed matter; and, electronic advertising either within or outside vehicles used in the performance of this Agreement.

- 12.03 Contractor-generated advertising In the event that the Contractor should develop opportunities for advertising on, in or for trolley vehicles assigned to District route services and the advertisement meets the requirements of the District and will generate revenues to the benefit of all parties, the District will pay to the Contractor a commission in keeping with industry practice in exchange for successfully securing the advertising.

- 12.04 Advertising on supplemental vehicles As to advertising by the Contractor with reference to vehicles used in supplemental service in the performance of this Agreement, the Contractor agrees not to use vehicles containing advertising content which is not consistent with the family-oriented quality of District attractions and activities; or, which advertises products, services, events or geographical areas, the advertising of which is inconsistent with the best interests of the District

- 12.05 Ownership of names, logos, etc. All names, symbols, logos or other non-generic means of identifying the District and its services provided through this Agreement which may be developed from time to time for use in connection with such services shall be and remain the property of the District.

- 12.06 Marketing The Contractor will assist in the marketing of services to be provided through this Agreement by cooperating with information requests, including the collection of rider data and other surveys, and by providing insights and suggestions based on service operations. The Contractor will provide a representative, when requested to do so, at District coordinating meetings relating to the service.

12.07 Vehicle-related displays The Contractor will at its cost, if requested by the District to do so:

- a. Require its drivers to wear uniforms and/or nametags bearing District service names and logos;
- b. Display on its vehicles such service names and logos as the District may specify;
- c. Make vehicles available for pictures and promotions and provide a trolley and driver for two (2) weekend familiarization (“Fam”) tours per year.
- d. Maintain electronic advertising media – whether on-board or at hotels and other locations – per specifications determined by the District and agreed to by the Contractor.

12.08 Contractor identification The Contractor may display on each vehicle the name (“Contractor Name”) and its phone number as a matter of public information.

12.09 Driver identification Each driver shall wear name-badge identification or be otherwise identified to the vehicle passengers by name-plate displayed in the vehicle.

13. BUSINESS RELATIONSHIIPS

13.01 Independent Contractor The Contractor has and operates transit vehicles and has a staff trained and experienced in transit operations, support and management. The Contractor, by entering into this Agreement, is offering its transit facilities, staff, vehicles, equipment and experience as an independent contractor to the District and as a “turnkey” project. Under the terms of this Agreement, the Contractor is an independent Contractor and has and retains full control and supervision of the services performed by and full control over the employment and direct compensation and discharge of all persons, other than employees or representatives of the entities that comprise the District, assisting in the performance of its services hereunder. The Contractor agrees to be solely responsible for all matters relating to wages, hours of work, and working conditions and payment of employees, including compliance with social security, all payroll taxes and withholdings, unemployment compensation, and all other requirements relating to such matters. The Contractor agrees to be responsible for its own acts and those of its subordinates, employees and any and all subcontractors, if any, during the life of this Agreement.

13.02 Non-discrimination The Contractor warrants that no person on the grounds of handicap, disability, age, race, color, religion, sex, national origin or any other classification protected by Federal and/or Texas law shall be excluded from participation in, or be denied the benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Contractor.

13.03 Disadvantaged Business Enterprise Contractor agrees that in its procurement practices, it will attempt to stimulate the growth of disadvantaged businesses in its performance of

this Agreement. Contractor agrees to report annually to the District on its efforts and results in disadvantaged business procurement and otherwise to cooperate with the District in its own programs for such purpose.

- 13.04 Prohibited interests The Contractor represents that no funds have been or will be paid by or on behalf of the Contractor to any person for influencing an officer, director or agent of the District in connection with the awarding of this Agreement.

14. BREACH OF AGREEMENT

Any of the following acts of commission or non-performance by the Contractor shall be a material breach of this Agreement:

- a. Failure to provide the vehicles required by paragraph 6.0 of the Agreement within the time period therein provided.
- b. Failure to maintain vehicles, as required by Attachment III. B. hereof, to the extent of seven (7) documented occurrences in a calendar month;
- c. Sustaining the imposition of liquidated damages for more than seven (7) instances providing for the assessing of same within any two-month period;
- d. Failure to maintain in force any of the insurance required by Section 10 of this Agreement;
- e. Any instance of illegal, unethical or improper business practice, including without limitation: theft, disregard of safety procedures; and falsification of records required to be made and kept under this Agreement.
- f. Failure or refusal to correct, within a reasonable time and after notice to do so, any condition prohibited or required to be corrected by any provision of this Agreement.
- g. Failure or refusal to perform, within a reasonable time and after notice to do so, any affirmative obligation required of the Contractor by any provision of this Agreement.

15. TERMINATION

- 15.01 Termination for breach In the event of material breach of this Agreement by the Contractor, the District shall thereafter have the right to terminate this Agreement by giving written notice of such termination to the Contractor, specifying the effective date of such termination. In such event, the Contractor shall be entitled to receive just and equitable compensation therefor, which shall be the value of services rendered as of the termination date less any damage to the District attributable to the breach.

- 15.02 Termination for other cause The Contractor acknowledges that the District's performance of this Agreement is contingent upon funds assessed and collected by the

District. In the event that funding is eliminated or decreased, the District reserves the right to terminate this Agreement or to modify it in accordance with the best interests of the District. In such event, the Contractor shall be entitled to receive just and equitable compensation therefor, which shall be the value of services rendered as of the termination date.

16. **INDEMNIFICATION** The Contractor shall indemnify, hold harmless, save and defend the District, its directors, officers, agents, employees, contractors or licensees and other representatives from and against any and all claims, liens, liability, loss or damage arising out of the performance of this Agreement, including but not limited to costs, expenses and attorneys' fees caused or alleged to be caused by the actual or claimed negligence (active or passive) or intentional tort of the Contractor, its officers, directors, agents, employees, contractors or licensees, either as a sole or contributory cause, for loss of, injury to, or destruction of any property and/or bodily or personal or other injuries, including death, at any time resulting therefrom, sustained by any person or persons, including directors, officers and agents of the District.

The District or any of its members will not hold harmless or indemnify the Contractor for any liability whatsoever. The District, its directors, and each member shall not have personal liability under this Agreement or its performance.

17. **ADMINISTRATIVE PROVISIONS**

- 17.01 Notices Notices hereunder shall be deemed sufficient if personally served on the president of the District or any officer or principal of the Contractor, or if sent by way of the United States Postal Service, postage prepaid, addressed:
If to the Contractor, to:

COMPANY
Address
Address

If to the District, to:

ARLINGTON ENTERTAINMENT AREA MANAGEMENT DISTRICT
P.O. Box 941,
Arlington, TX 76004

Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this paragraph.

- 17.02 Alternative dispute resolution The parties agree that, in the event (i) that suit is filed by either of them or (ii) other arises based on or pertaining to this Agreement, they shall submit the dispute to the procedure for mediation described in Section 154.023 of the Texas Civil Practice and Remedies Code.

- 17.03 Controlling law and forum This Agreement shall be deemed to have been entered into in Tarrant County, Texas, and is wholly performable in said county.
- 17.04 Assignability This Agreement shall not be assignable by the Contractor without the prior written consent of the District.
- 17.05 Partial invalidity No partial invalidity of this Agreement shall affect the remainder.
- 17.06 Prior agreements superseded This Agreement, together with the Contractor's proposal, constitutes the entire agreement of the parties with respect to the matters covered by its terms. No other agreement, statement or promise made by any party, or to any officer or agent of any party, that is not contained in this Agreement shall be or have any force or effect. In the event of conflict between the provisions of the Contractor's proposal and the provisions of this Agreement, the latter shall govern.
- 17.07 Future amendments In the event that the District should determine during the term of this Agreement to pursue grants of state, Federal or other public funds, and in the further event that the grant authority requires the District to include in its contracts and agreements certain provisions not now herein contained, the Contractor agrees to enter into good-faith efforts to amend this Agreement so as to include such required provisions.
- 17.08 Captions The captions of the sections and paragraphs of this Agreement are for reference only and are not to be construed in any way as part of this Agreement.
- 17.09 Entirety of the Agreement This Agreement consists of this document of 28 pages, Attachments I, II and III attached hereto and incorporate herein, and the Contractor's proposal, which is also incorporated herein; provided, that in the event of conflict between the provisions of the proposal and the provisions of this document, the latter shall govern.

EXECUTED in multiple original counterparts on the dates stated below but to be effective as of the date above first written.

CONTRACTOR

DISTRICT

COMPANY

ARLINGTON ENTERTAINMENT
AREA MANAGEMENT DISTRICT

By: _____
Officer

By: _____
Barry White, President

Date: _____

Date: _____

Attachment No. I

Pricing

A. Scheduled route services The price per service hour for scheduled route services, based upon the level of service established pursuant to Section 3 of the Agreement, shall be determined in accordance with the following:

	Level I	Level II	Level III	Level IV	Level V	Level VI
Year 1 2018	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Year 2 2019	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Year 3 2020	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Year 4 2021	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Year 5 2022	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Annual Rate Increase as a Percent over Previous Year for Each Optional Year

Adjustment year to year will not exceed this percent. _____%

B. Supplemental Service The price per service hour for supplemental service shall be, in 2018:

- Price per Service Hour for Supplemental Service
Cost per Service Hour – Year 1 2018 \$ _____

**Adjustment year to year for Supplemental Service will not exceed this percent.
_____%**

C. Fuel adjustment The following represents the procedure for any fuel escalation or de-escalation:

- The per service hour rate as stipulated in the Contract shall not change, unless the Oil Price Information Services (OPIS) PAD 3 average price for Dallas/Grapevine, Texas, of the type and grade of trolley vehicle fuel used or to be used by the Contractor in the performance of the Contract (herein, the “Contract Fuel”) increases or decreases by ten percent or more per gallon.
- For the purposes of this Contract it is determined that the average usage rate of fuel is [To Be Provided by Contractor] gallons per hour for Contract Fuel, as verified by manufacturer or empirical data. The fuel adjustment will apply to every service hour for either scheduled route service or supplemental service.
- The base price for computing fuel costs of the Contract Fuel shall be [To Be Provided by Contractor] which is the price in the first publication of OPIS PAD 3 average price for gasoline for Dallas/Grapevine, Texas, for the month that the proposal was accepted, April 2017.
- Monthly, using the first publication of each month, the average price for the Contract Fuel for Dallas/Grapevine, Texas shall be recorded by the Contractor and reported to the District. The average price will be recorded for –each calendar quarter (1) January-February-March; (2) April-May-June; (3) July-August-September; and (4) October-November-December.
- If the average of the monthly average price for Contract Fuel for the 3 months in each quarter increases or decreases ten percent (10%) cents or more from the base price, the per service hour rate shall be adjusted based upon the fuel usage per hour as stated above for the next calendar quarter of service. The adjusted amount shall be applied directly to the per service hour rate for the applicable next quarter of service and level of service.
- A copy of the OPIS PAD 3 schedule for the first publication of each month shall be provided to the District by the Contractor upon award of the Contract and monthly thereafter through completion of the Contract.

Example of How Fuel Adjustment is Applied:

Fuel Usage (Example only, To be provided by Contractor with documentation of source)

1.3 Avg gallons/hour for revenue fleet

Base Price (Example only, Price to be based on first OPIS PAD 3 for April 2017)

\$ 3.8748 per gallon for unleaded gasoline for Dallas/Grapevine, TX
Applicable Month, 2017

\$ 0.39 10%

Average Price per Gallon for [Type of Fuel to be provided by Contractor]

Price Each Month, First Publication OPIS PAD 3 for Dallas Grapevine, TX
(Data Examples for demonstration only)

	<u>Example 1</u>	<u>Example 2</u>	<u>Example 3</u>
January	\$ 2.9020	\$ 3.8663	\$ 2.4770
February	\$ 2.6520	\$ 4.0163	\$ 2.2270
March	\$ 3.1520	\$ 4.1163	\$ 2.7270
Average for Quarter (1)	\$ 2.9020	\$ 3.9996	\$ 2.4770
Different than Base	\$(0.9728)	\$ 0.1248	\$(1.3978)
	<\$0.39	>\$0.39	>(\$0.39)
Adjustment ?	None	Yes, Increase	Yes, Decrease

If there is an adjustment, multiply the Different than Base times the Fuel Usage/Hour

Adjustment	<\$0.39	\$ 0.1248	\$(1.3978)
Fuel Usage/Hour	1.3	1.3	1.3
Adjustment per Hour	\$ -	\$ 0.1623	\$(1.8171)

Application

	Example 1	Example 2	Example 3
Price Level I 2018	\$146.68	\$146.68	\$146.68
Adjustment per Service Hour	\$ -	\$ 0.16	\$ (1.82)
Adjusted Price per Service Hour to be applied Quarter (2)	\$146.68 No Change	\$ 146.84 Increase	\$ 144.86 Decrease

Next Quarter adjustment would be similar procedure, still using April 2017 as Base Price

Attachment No. II

Vehicle Specifications

A. Number of Trolley Vehicles

The Contractor shall provide a fleet of trolley vehicles according to the Level of Service that may be comprised of new trolleys and used trolleys, so long as the average fleet age during the life of the contract does not exceed 6.0 years.

B. Vehicle Requirements

1. The Contractor shall provide trolley vehicles in the number required for scheduled route services and spares, based upon the Level of Service established pursuant to Section 2.3 Scheduled Route Service Requirements and Section 2.4 Estimated Service Hours for Scheduled Route Service. At the time the contract goes into effect, no vehicle in the fleet shall have been manufactured prior to January 1, 2008. The average fleet age for all trolley vehicles including spares during the life of the contract must not exceed 6.0 years. The average fleet age will be calculated as of January 1 every year of the contract term. The average fleet will be calculated in the manner prescribed on the following page.
2. Trolleys shall be [Model, Manufacturer] or such other equivalent make and model as the District may approve in writing. As a minimum the vehicles provided must meet all standards specified herein. Each vehicle shall be in compliance with all applicable Federal Motor Vehicle Safety Regulations (FMVSS), ADA requirements, and federal, state and regional requirements for Clean Fuel in effect at the date of manufacturer of the vehicles. The vehicle must be a vintage trolley or streetcar replica on rubber-tires.
3. The Contractor will be required to provide vehicles as spares. A spare is a vehicle that is placed in service as the temporary replacement for a primary fleet vehicle that is out of service due to maintenance or repair. A spare may be used as a temporary replacement for a primary vehicle for up to 30 days. A spare may not be used to replace a primary vehicle for more than 30 days without prior written consent of the District. Spares must be vehicles that are consistent in design and size as the primary fleet of vehicles; however, spare vehicles may be vehicles that have been in service prior to 2008. Spare vehicles are included in the calculation of average fleet age as prescribed below.

Determination of the Years of Service for Each Vehicle and Average Fleet Age

Methodology for January 1, 2018	Years
Vehicle manufactured in previous calendar year [2017] but not previously placed into service	0.00
Vehicle manufactured in previous calendar year [2017] and placed into service for any period of time during that year	0.50
Vehicle manufactured in 2016	1.50
Vehicle manufactured in 2015	2.50
Vehicle manufactured in 2014	3.50
Vehicle manufactured in 2013	4.50
Vehicle manufactured in 2012	5.50
Vehicle manufactured in 2011	6.50
Vehicle manufactured in 2010	7.50
Vehicle manufactured in 2009	8.50
Vehicle manufactured in 2008	9.50

Example 1 How to Calculate Average Fleet Age	Years	Vehicles	Total Years
Vehicle manufactured in previous calendar year [2017] but not previously placed into service	0.00		0.0
Vehicle manufactured in previous calendar year [2017] and placed into service for any period of time during that year	0.50		0.0
Vehicle manufactured in 2016	1.50	2	3.0
Vehicle manufactured in 2015	2.50	3	7.5
Vehicle manufactured in 2014	3.50		0.0
Vehicle manufactured in 2013	4.50	2	9.0
Vehicle manufactured in 2012	5.50		0.0
Vehicle manufactured in 2011	6.50		0.0
Vehicle manufactured in 2010	7.50		0.0
Vehicle manufactured in 2009	8.50	2	17.0
Vehicle manufactured in 2008	9.50		0.0
Total Fleet including Spares		9	36.5
Average Fleet Age (Divide Total Years by Total Vehicles) <i>round to nearest first decimal place</i>			4.10
			Acceptable

Example 2 How to Calculate Average Fleet Age	Years	Vehicles	Total Years
Vehicle manufactured in previous calendar year [2017] but not previously placed into service	0.00		0.0
Vehicle manufactured in previous calendar year [2017] and placed into service for any period of time during that year	0.50		0.0
Vehicle manufactured in 2016	1.50		0.0
Vehicle manufactured in 2015	2.50	2	5.0
Vehicle manufactured in 2014	3.50		0.0
Vehicle manufactured in 2013	4.50	2	9.0
Vehicle manufactured in 2012	5.50		0.0
Vehicle manufactured in 2011	6.50		0.0
Vehicle manufactured in 2010	7.50	3	22.5
Vehicle manufactured in 2009	8.50		0.0
Vehicle manufactured in 2008	9.50	2	19.0
Total Fleet including Spares		9	55.5
Average Fleet Age (Divide Total Years by Total Vehicles) <i>round to nearest first decimal place</i>			6.20
			Not Acceptable

4. Every vehicle placed in service, or designated as a spare, shall have exterior painting and graphics in color and design by the District, including the District logo and decals designating the vehicle as "Arlington Entertainment District Trolley" or similar wording. The District will provide the detailed specifications to the Contractor. Exterior vehicle advertising will not be permitted except with the express written approval of the District.

The color of the exterior paint of the vehicle shall be Red (color specification to be provided by the District). The Contractor must submit its paint specifications and list of materials to the District for approval prior to Notice to Proceed.

5. Each vehicle shall be equipped with a two-way communication system providing constant communications with the Contractor's dispatcher and the Contractor's transportation supervisory personnel. The communications equipment is to be available for normal dispatching as well as emergency situations (accidents, mechanical breakdowns, etc.) enabling the Contractor to immediately dispatch substitute vehicles.
6. Each vehicle shall display a vehicle number on the exterior front and rear of each vehicle placed in service/or designated as a spare. The vehicle numbers must be black, Helvetica-bold numbers, and no less than four (4) inches high.
7. The Contractor shall have an appropriate nameplate in the interior of the vehicle announcing the name of the operator in service on any given run. The nameplate shall be affixed front and center above the front window of the vehicle. The operator's first initial and last name must be spelled on the nameplate in Helvetica-type letters no less than one (1) inch high.
8. The District reserves the right to inspect and approve/reject each and every vehicle proposed for service or to be designated as a spare prior to the start of service and before any vehicle is added to the fleet. Every vehicle must meet quality Vehicle Standards and Technical Specifications. The District reserves the right to inspect and approve/reject each and every vehicle designated by the Contractor for service.
9. The Contractor shall assure all vehicles are clean and well maintained at all times the vehicle is in service under this Agreement.
 - At a minimum, vehicles shall have exteriors cleaned of all dirt and accumulated grime once a day.
 - The interior of each vehicle shall be swept and seats vacuumed each service day.
 - The windows of each vehicle shall be cleaned each service day.
 - The interior of each vehicle shall be maintained free from roaches and other vermin at all times that the vehicle is utilized in District service. The Contractor is expressly prohibited from using any vermin control product that would be hazardous to the health and well-being of the passengers and operator of the vehicle. Extermination or

vermin spray shall be scheduled to assure there are no offensive odors during service hours.

- The District has the right to inspect and approve all cleaning products used to clean the interior and exterior of the vehicles. The Contractor is prohibited from using any cleaning product which causes an offensive odor.
10. The Contractor will be required to ensure each vehicle in service on any given day has a properly functional heating or air-conditioning system (as appropriate) which will meet the following criteria.
- The heating system shall maintain an inside constant temperature of 70 degrees F +/- 3 degrees throughout the vehicle when in heat mode.
 - The air-conditioning system shall maintain an inside constant temperature of 70 degrees F +/- 3 degrees throughout the vehicle when in the air-conditioning mode.

C. Trolley Vehicle Technical Specifications

1. General

- The Contractor shall provide trolley vehicles manufactured in 2008 or since except as elsewhere herein provided. The vehicles shall be approximately thirty (30) to forty (40) foot in length and 96 or 102 inches in width. Vehicles shall comply with all applicable Federal Motor Vehicle Safety Standards (FMVSS), and all applicable federal, state, and regional requirements for Clean Fuel in effect at the date of manufacturer of the vehicle.
- The vehicle shall be powered by a clean fuel powered engine preferably located in the rear of the vehicle. The vehicle should have an air ride or air spring suspension system, front and rear. Vehicles with automatic transmissions are required.
- Curb Weight (Approximate) - 21,000 to 22,000 pounds
- Gross Vehicle Weight Rating (Approximate) – 29,000 to 30,000 pounds
- Vehicles shall be capable of maintaining a sustained speed in accordance with posted federal, state, and local speed limits at fully loaded seating capacity.

2. Interior Trim

- Vehicles shall seat a minimum of thirty (30) adult passengers with standard seating arrangement and allow for approximately 20 additional standees.. Seating shall be replica wood slat seats. The flip seats in the wheelchair tie-down areas shall be as specified as section 3 below..

- A passenger door shall be provided in the right side of the vehicle for passenger ingress and egress. The door for passenger boarding shall be forward of the front wheels and located so that the driver is able to monitor the verification of passenger eligibility. A second door mid-vehicle may be provided for passengers egress. A separate door may be provided for wheelchair access; however, the driver must be capable of opening each door separately and independently from the other.
- Passenger windows shall be tinted smoke gray, to the maximum legal limit. Passenger windows should be capable of opening.
- A passenger call bell system shall be provided with both a visible “Stop Request” light and chime signal audible to the driver and to passengers anywhere inside the vehicle. The chime shall have push buttons or pull cords that are convenient to seated passengers including passengers who may be disabled. As an alternative, tape switches can be used in the seating areas for wheelchairs.
- Schedule holders for 8 1/2" x 11" notices located conveniently for public use.
- The interior of every bus must be of superior quality including solid hardwood interior and floor covering RCA premium or approval equal in grey with black and white molted speckles. Polished brass interior fixtures add a desirable vintage appearance.
- Windows that open for fresh air. At least one window on either side of the vehicle shall be capable of “pop-out.”
- The Contractor shall furnish the following safety equipment on each vehicle:
 - Rechargeable ten (10) pound dry chemical fire extinguisher.
 - Fully stocked First Aid Kit.
 - Three (3) folding triangle reflectors with storage container.
 - One (1) triangular wheel chock mounted on a bracket in an approved location.
- Each vehicle shall incorporate an exterior mechanical rolling destination sign that is consistent with and maintains the vintage appearance of the trolley vehicle design. The Contractor shall ensure that the signage furnished and installed under the requirements of this Agreement be compliant with ADA. The front sign shall be readable by a person with 20/40 vision from a distance of 150 feet. The sign shall be capable of at least ten different sign readings. Destination readings to be specified by the District.

3. Accessibility Equipment

As a minimum, all accessibility equipment and vehicle access dimensions shall comply with all applicable standards for accessible vehicles as set forth in the DOT Regulations, Title 49 CFR Part 38, Subpart B, and Final Rule.

- The wheelchair lift shall be a self-contained fully automatic electro-hydraulic lift rated for minimum net test load capacity of 600 pounds. The lift may be installed under floor or platform. The lift platform shall have a clear width of not less than 30 inches and a clear length of not less than 48 inches. The lift must be equipped with two hand rails to meet DOT requirements and shall be marked to indicate preferred standing position for a standee with a disability.
- Each vehicle shall be equipped with a wheelchair securement area with a “clear floor space” 50 inches long and 30 inches wide. The wheelchair restraint securement belts shall be F.I.R.S.T., or approved equal, to meet all ADA requirements. The wheelchair securement tie down belts shall be retractable into a protective steel housing. The two aft and two forward restraints shall be securely anchored to the vehicle seating components and all belts shall be retracted back into their cases for storage, organization, and cleanliness when not in use. All belts shall feature positive locking mechanisms to ensure passenger security. The front pivot point shall be secured in the floor by means of an L-track receptacle flush mounted into the floor. The wheelchair occupant restraints shall be FMVSS Type II (combination lap and shoulder belt) with an adjustable height shoulder best featuring a single-point buckle for quick release.
- The wheelchair securement area shall be clearly marked and signed to request other passengers to make them available for wheelchair use.
- Flip seats or sliders shall be provided in sufficient quantity to allow for the wheelchair securement area. Seating materials and dimension shall comply with section 2 above.
- A public address system shall be provided that complies with the ADA requirements of 49 CFR, Part 38.35 and enables the operator to address passengers either inside or outside the bus. Inside speakers shall broadcast, in a clear tone, announcements that are clearly perceived from all seat positions at approximately the same volume level. A speaker shall be provided so announcements can be clearly heard by passengers standing outside the bus near the front door. An operator-controlled switch shall select inside or outside announcements. A separate volume control shall be provided for the outside system if volume adjustment would otherwise be necessary when switching from inside to outside. The system shall be muted when not in use. An input jack and mounting clip shall be provided in the operator's area for a hand held microphone.
- Priority seating signage/decals shall be provided in compliance with ADA regulations.

4. Heating, Ventilating, and Air Conditioning System.

The Heating, Ventilation and Air Conditioning (HVAC) climate control system shall be capable of maintaining the interior of the bus at the temperature and humidity levels defined in the following paragraphs.

- The heating system shall have proportional controls and be of sufficient capacity to maintain an inside constant temperature of 70 degrees F +/- 3 degrees throughout the vehicle when in heat mode while in the District service with an outside ambient temperature of 32 degrees F.
- The air conditioning system shall be integrated with the heating and ventilating system and have controls which are readily accessible to the driver.
- The air conditioning system shall be of sufficient size and capacity to maintain an inside constant temperature of 70 degrees F +/- 3 degrees throughout the vehicle when in the air conditioning mode while in District service with an outside temperature of 110 degrees F.
- The test procedure as described in Section 8 of the American Public Transportation Association document, "Recommended Instrumentation and Performance Testing for Transit Bus Air Conditioning System," shall be used for the purposes of the following pull down requirements. The air conditioning portion of the HVAC system shall be capable of reducing the passenger compartment temperature as defined in the referenced test procedure from 110° to 70°F ± 3°F in less than 30 minutes after start-up of air-conditioning system.
 - During the cool-down period the refrigerant pressure shall not exceed safe high-side pressures and the condenser discharge air temperature, measured 6 inches from the surface of the coil, shall be less than 45°F above the condenser inlet air temperature. No simulated solar load shall be used. There shall be no passengers on board, and the doors and windows shall be closed.
 - The climate control system shall have the provision to allow operator to adjust the temperature control set-point at a minimum of between 68° and 72°F. From then on, all interior climate control system requirements shall be attained automatically, unless re-adjusted by operator.
 - Interior temperature distribution shall be uniform to the extent practicable to prevent hot and/or cold spots. After stabilization with doors closed, the temperatures between any two points in the passenger compartment in the same vertical plane, and 6 inches to 72 inches above the floor, shall not vary by more than 5°F with doors closed. The interior temperatures, measured at the same height above the floor, shall not vary more than ± 5°F, from the front to the rear, from the average temperature determined in accordance to APTA Recommended Instrumentation and Performance Testing for Transit Bus Air Conditioning

System. Variations of greater than $\pm 5^{\circ}\text{F}$ will be allowed for limited, localized areas provided the majority of the measured temperatures fall within the specified requirement.

- The ventilating system shall be designed so that it can be used as a power ventilation system for summer operation. The ventilating system should circulate air; bring fresh air into the vehicle and remove hot air from the vehicle. Air flow should be evenly distributed throughout the vehicle. The cooling mode of the interior climate control system shall introduce air into the bus at or near the ceiling height at a minimum rate of 25 cubic feet per minute (cfm) per passenger based on the standard configuration bus carrying a number of passengers equal to 150 percent of the seated load. Airflow shall be evenly distributed throughout the bus with air velocity not exceeding 100 feet per minute on any passenger. The ventilating mode shall provide air at a minimum flow rate of 20 cfm per passenger.
5. At all times during the term of the Agreement, Contractor furnished vehicles shall be in compliance with the air conditioning requirements specified herein. To ensure continued compliance The District may, at its sole option, retest the ability of the air conditioning system in any vehicle to meet performance specifications contained in 4. above.
- The District may inspect any vehicle to confirm the performance specifications for air-conditioning performance are met. Such inspection will include at least: a review of maintenance records for air-conditioning system preventative maintenance and repair and air duct flow and temperature checks. The intent of the inspections is to assure satisfactory regular maintenance of the air conditioning system to sustain the cooling capacity of the system. The vehicles) inspected must satisfactorily meet requirements or the vehicles) will not be accepted for continuation in service.
 - The District may conduct, without advance notice to the Contractor, an onboard air-conditioning performance inspection on any vehicle in service. The inspection will include installing probes and a monitor to record temperatures constantly at four different locations on the vehicle throughout any selected service trip. The intent of the in-service inspection is to determine whether the air-conditioning system can attain and then maintain an inside vehicle temperature to meet performance specifications. The vehicle air-conditioning system must perform satisfactorily or the vehicle will be rejected by the District pending re-testing.

Attachment No. III

FACILITIES AND VEHICLE MAINTENANCE

A. Facilities

The Contractor is responsible for providing facilities that will meet service Level III and IV at a minimum and take into consideration potential system growth to service Level V and VI.

As a minimum, the Contractor shall provide clean and well-maintained facilities, including:

- Office space for management, operations, driver report area, space for training and conference, restrooms, employee rest areas, and other necessary office space. All space shall be ADA accessible.
- Communications room area that can accommodate appropriate workstation and communications functions based upon the staffing levels identified herein.
- Indoor vehicle maintenance area with adequate space for trolley vehicles. If the Contractor provides vehicle maintenance through a third-party vendor, the vendor location must provide an equivalent maintenance capacity. The vendor location must be convenient to the operating facility to ensure regular preventive maintenance efficiency.
- Paved parking for transit vehicles, employees, support and service vehicles. The parking area should be adequately secured with fencing and lighting. The District prefers that trolley vehicles be parked under overhead canopy or other protection from the elements.
- Access to vehicle fuel (not required on-site).
- Area for on-site vehicle cleaning and washing of transit vehicles (or an acceptable, convenient third-party vendor where vehicles can be serviced daily).

B. Vehicle Maintenance Specifications and Responsibilities

The Contractor is required to perform all vehicle maintenance and repairs necessary to meet high standards of reliability, cleanliness and passenger comfort. Routine inspections and preventive maintenance are necessary to insure that all mechanical and electronic systems, including the wheelchair lift system, are fully functional and operational. The air conditioning system of each vehicle must be operational in accordance with technical specifications and performance standards.

1. Daily inspections and repairs are required and shall be recorded.

- Drivers shall be required to perform daily walk around inspections of vehicles prior to pull-out each day. The pre-trip inspection shall be recorded on a daily defect report and provided to the Maintenance Superintendent.
- Drivers shall inspect and ensure that all on-board equipment is working before start of service, including but not limited to the passenger call bell system, the public address system, HVAC climate control system, accessibility equipment, and the on-board audio/visual system.
- All fluid levels of each vehicle shall be checked daily and re-filled as necessary. All exterior and interior lights are to be inspected and replaced as required. Tires should be checked daily for inflation.
- The Contractor shall assure all vehicles meet standards for cleanliness and appearance at all times. As a minimum, vehicles shall have exteriors cleaned of all dust and accumulated grime daily. Interiors shall be swept of all dust, paper, and trash. Seats shall be vacuumed; windows cleaned and overhead dusted each service day.
- Each vehicle shall be free of outer body and interior damages (i.e. dents, damaged wood, worn flooring) at all times.

2. Preventive maintenance inspections and repairs shall be performed regular intervals. Each time a vehicle enters the maintenance shop for inspection, the engine, transmission, radiator, and condensers shall be steam/cleaned.

- a. The Contractor shall perform vehicle preventive maintenance (PM) inspections and necessary repairs for the items listed below (at a minimum) every 3,000 miles.
- Drivers seat and safety belt
 - Sun visor operation and horn operation
 - Communication equipment mounting secure
 - Master switch operation
 - Driver's A/C, heat, defrost
 - Destination sign
 - Air pressure build up 120 P.S.I. in 3 minutes
 - Front passenger door operation
 - Interior lighting (reading, fluorescent, step, drivers area, aisle)
 - Passenger counter
 - Switches, controls, and gauges in drivers area
 - Electroluminescent strips and gauge lights
 - Dash warning lights (press to test circuit)
 - Passenger seats-loose or cut
 - Fire extinguisher charge and mounting

- Door emergency air relief valves
 - Wiper operation and condition (and delay operation)
 - Check glass, broken or open, correct installation
 - Floor hatches - properly secured
 - Emergency hatches - seals and latches
 - Check all exterior lighting and reflectors
 - Check wheels and lug nuts
 - Record air pressure and tread depth for tires
 - Check front and bogie hub oil
 - Check all exterior latches on access doors for tightness
 - Check paint or body damage
 - Check windows, windshield, mirrors, and state inspection sticker.
 - Check ride height
 - Inspect all brake linings, wheel seals, and slack adjusters
 - Check for air leaks, check brakes, and drain air tanks to check for heavy contamination.
 - Inspect steering box for leaks and lines for rubbing and chaffing.
 - Inspect radius rods
 - Check u-joints for wear
 - Inspect vehicle for any fluid leaks at the power steering reservoir and pump, the transmission, fuel lines and filters, miter box.
 - Inspect cooling system, radiator, lines, hoses, purge tank, water pump. Check coolant temperature gauge and oil pressure gauge
 - Record charging voltage of vehicle
 - Inspect wheelchair operation, control; check tie downs and seat belts.
- b. The Contractor shall perform vehicle preventive maintenance inspections and necessary repairs for the items listed below (at a minimum) every 6,000 miles.
- All PM inspections required every 3,000 miles
 - Inspect shocks and motor mounts
 - Inspect exhaust system
 - Torque lug nuts
 - Check king pins and wheel bearings
 - Check differential level
 - Lube vehicle chassis
 - Check belt tensions in engine compartment
 - Check air inlet restriction with nanometer
 - Check miter box coupler for deterioration
 - Service batteries; check alternator
 - Check retarder operation if applicable

Also perform the following A/C system inspections every 6,000 miles.

- Clean air conditioning (A/C) evaporator; check evaporator compartment for accumulated oil or dust
 - Clean A/C evaporator coil, straighten bent fins
 - Clean A/C condenser, straight bent fins.
 - Check A/C temperature control, clean thermal bulb, check water modulator valve.
 - Pressure test A/C compressor
 - Check A/C compressor drive shaft and condenser fan drive units
 - Check A/C condenser fan drive belt for wear and proper tension
 - Assure proper A/C blower motor operation by checking air flow at both air outlets.
 - Check for oil or dirt accumulation on any surface indicating an A/C refrigerant and oil leak.
 - Check refrigerant and oil levels
 - Check engine idle RPMs with A/C on and transmission in gear.
 - Check refrigerant pressure at engine 625 RPM and 1800 RPM
 - Check temperature across filter-drier
 - Inspect unloader mechanism
 - Check discharge pressure cut out
 - Check cold (klixon) switch
 - Check oil pressure with compressor warm
 - Check super heat temperature
 - Check compressor oil for chemical breakdown of oil indicating possible bearing failure
 - Inspect driver's evaporator
 - Check all fluid and lubricant levels
 - Inspect hoses, clamps and connections
- c. The Contractor shall perform vehicle preventive maintenance inspections and repairs for the items listed below (at a minimum) every 12,000 miles,
- All PM inspections required every 3,000 miles and every 6,000 miles
 - Clean ventilation filters and baskets
 - Replace engine oil and filters
 - Replace fuel filters
 - Check headlight adjustment
 - Check suspension ride height
 - Check brake condition, record slack adjuster travel, tire pressure and wear
 - Perform major engine tune and front end alignment
 - Inspect steering system
 - Repack wheel bearings, inspect seals
 - Rotate and spin balance wheels
 - Replace transmission fluid and filter and check for leaks

- d. The Contractor shall perform vehicle preventive maintenance inspections and necessary repairs for the items listed below at 24,000 miles intervals
- A11 PM inspections required every 3,000 miles and every 6,000 miles and every 12,000 miles
 - Service power steering filter
 - Replace differential grease
 - Clean differential breather
 - Service transmission breather
- e. The Proposer may suggest alternate intervals for preventative maintenance inspections in the Technical Proposal. The revised intervals will be evaluated by the Technical Evaluation Committee.

C. Technical Capability

The Contractor shall have the requisite technical capability, facilities and equipment to perform scheduled and unscheduled maintenance procedures.

The Contractor shall provide all fuel, oil, lubricants, tires, OEM parts, materials and supplies, and special tools necessary to perform repair and preventive maintenance to maintain an uninterrupted continuity of service.

Repair shall include, but not be limited to, repair and/or placement of all mechanical, electrical, air conditioning, radiator, drive train assembly.

Contractor shall also provide for repair of body damage, accident damage, and alignment.

When major repairs are required such as major engine, transmission and component overhaul, the Contractor shall use only parts which meet or exceed OEM specifications.

The Contractor is required to maintain the interior and exterior paint to standard, to include spot painting, decal replacement and, when necessary, painting the entire vehicle. Paints used must be compatible with the existing finish. All over spray must be removed after any body work or touch up painting is completed.

D. Maintenance Records

Maintenance records shall be kept by the Contractor for each vehicle in accordance with the requirements of the District for the life of the contract but not less than three years.

The Contractor shall be responsible to ensure a defect card is completed daily and filed chronologically by vehicle. The completed defect card shall include notations for repairs or corrections made to resolve any defect reported. Defect cards shall be kept for at least six (6) months.

The Contractor shall perform scheduled preventive maintenance inspections. All preventive maintenance inspections and service shall be recorded by vehicle on forms approved by the District.

The Contractor shall be responsible for keeping a vehicle file by vehicle number documenting all maintenance including preventative maintenance scheduled inspections, parts usage, unscheduled maintenance, fuel and oil usage, and labor expended on each vehicle. The Contractor is responsible for keeping the vehicle file current throughout the term of the Agreement. Copies of all work orders for unscheduled repairs must become a part of the vehicle maintenance file.

The District General Manager or designee shall have immediate and unrestricted access to all contracted vehicles and maintenance records at all reasonable times.

E. Service Vehicles

The Contractor is responsible for providing all support vehicles necessary to complete this service, including supervisor vehicles and maintenance vehicles.

F. Road failure

The Contractor shall respond to emergency road service calls within a maximum of 30 minutes from the time of occurrence. Any passengers on board at the time of the road call should be the first priority. The passengers should be safely transferred to another vehicle to complete the trip. The Contractor shall be responsible for towing any vehicle in service for the District. Any towing service required shall be provided in a timely manner. The vehicle shall be attended when waiting towing.