

## PRE-PROPOSAL CONFERENCE

RFP2000002690

An optional pre-proposal conference will be held on November 13, 2018 at 9:30 A.M. at the West Ox Facility, 4970 Alliance Drive, Fairfax Virginia 22035. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

A one-time walk-through/site visit of the County owned bus operations and maintenance facilities will be conducted as follows:

- West Ox Facility immediately following the pre-proposal conference.

**On November 14, 2018:**

- Huntington Facility (South County) at 8101 Cinder Bed Road, Lorton, Virginia 22079 from 10:00 A.M. to 11:30 A.M.
- Reston-Herndon Facility (North County) at 268 Spring Street, Herndon, Virginia 20170 from 1:00 P.M. to 2:30 P.M.

Offerors will have an opportunity to review a contingent of the vehicles currently assigned to each bus operations and maintenance facility. No offeror will be allowed access to the fleet or the facilities outside of this process and timeframe.

Due to limited space, it is requested that no more than four (4) representatives from each firm attend the pre-proposal conference.



# FAIRFAX COUNTY

DEPARTMENT OF PROCUREMENT & MATERIAL MANAGEMENT  
12000 GOVERNMENT CENTER PARKWAY, SUITE 427  
FAIRFAX, VIRGINIA 22035-0013

www.fairfaxcounty.gov/dpsm

VIRGINIA

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|  |   |   |
|--|---|---|
| <b>ISSUE DATE:</b><br>November 2, 2018 | <b>REQUEST FOR PROPOSAL NUMBER:</b><br>RFP2000002690  | <b>TITLE:</b><br>Operation & Management for Connector Bus System  |
| <b>DEPARTMENT:</b><br>Transportation   | <b>DUE DATE/TIME:</b><br>December 7, 2018 / 3:00 P.M. | <b>CONTRACT SPECIALIST:</b> Michael Blair at 703-324-3215 or <a href="mailto:michael.blair@fairfaxcounty.gov">michael.blair@fairfaxcounty.gov</a> |

**Proposals** - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County the items or services offered and accompanying attachments shall constitute a contract.

**Note:** Fairfax County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

**NAME AND ADDRESS OF FIRM:**

Telephone/Fax No.:

E-Mail Address:

Federal Employer Identification No or

Federal Social Security No. (Sole  
Proprietor)

Prompt Payment Discount: \_\_\_% for payment within \_\_\_ days/net  
\_\_\_ days

State Corporation Commission (SCC)  
Identification No.

**By signing this proposal, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix A, the Certification Regarding Ethics in Public Contracting set forth in Attachment A, and by any other relevant certifications set forth in Attachment A.**

Vendor Legally Authorized Signature

Date

Print Name

Title

Sealed proposals subject to terms and conditions of this Request for Proposal will be received by the Fairfax County Purchasing Agent at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013 until the date/time specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION

(DPMM32) rev 7/2018



**SPECIAL PROVISIONS**

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## **SPECIAL PROVISIONS**

### **1. PURPOSE AND INTENT:**

- 1.1. The purpose of this Request for Proposal is to solicit sealed proposals to establish a contract or contracts through competitive negotiation to operate, maintain and manage the Fairfax Connector bus service (fixed route public transit), including all associated service programs and bus routes. All service activities shall be accomplished in compliance with all local, state, and federal regulations.
- 1.2. The County seeks to obtain the services of a qualified business entity to provide the management and operation of urban public transportation services for the Fairfax Connector bus system in a safe, reliable, customer service-oriented manner. The Fairfax Connector operates three divisions located throughout Fairfax County, as follows:
  - Huntington Bus Division (South County)
  - Reston-Herndon Bus Division (North County)
  - West Ox Bus Division (West/Central County)
- 1.3. At the County's sole discretion, the Contractor may be asked to provide other public transportation services including but not limited to transportation service delivery for Bus Rapid Transit and Flex Route Bus Services. Any additional services requested will be negotiated with the Contractor.
- 1.4. All communications and requests for information and clarifications shall be directed to the following procurement official:  
 Michael Blair, CPPB, Contract Specialist Supervisor  
 Department of Procurement and Material Management  
 Telephone: (703) 324-3215  
 Email: [Michael.Blair@fairfaxcounty.gov](mailto:Michael.Blair@fairfaxcounty.gov)

No attempt shall be made by any offeror to contact members of the Selection Advisory Committee (SAC) about this procurement (see paragraph 17.3).

### **2. PRE-PROPOSAL CONFERENCE/SITE VISITS:**

- 2.1 An optional pre-proposal conference will be held on November 13, 2018 at 9:30 A.M. at the West Ox Facility, 4970 Alliance Drive, Fairfax Virginia 22035. To request reasonable ADA accommodations, call the Department of Procurement and Material Management ADA representative at (703) 324-3201 or TTY 711. Please allow seven working days in advance of the event to make the necessary arrangements.
- 2.2 While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.
- 2.3 The purpose of the pre-proposal conference is to give potential offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal. Offerors may submit any questions pertaining to the RFP, in writing, prior to the pre-proposal conference to [dpmteam2@fairfaxcounty.gov](mailto:dpmteam2@fairfaxcounty.gov) or [michael.blair@fairfaxcounty.gov](mailto:michael.blair@fairfaxcounty.gov).
- 2.4 Due to limited space, it is requested that no more than four (4) representatives from each Team attend the Pre-Proposal Conference.
- 2.5 A one-time walk-through/site visit of the County owned bus operations and maintenance facilities will be conducted as follows:
  - West Ox Facility immediately following the pre-proposal conference.

SPECIAL PROVISIONS**On November 14, 2018:**

- Huntington Facility (South County) at 8101 Cinder Bed Road, Lorton, Virginia 22079 from 10:00 A.M. to 11:30 A.M.
- Reston-Herndon Facility (North County) at 268 Spring Street, Herndon, Virginia 20170 from 1:00 P.M. to 2:30 P.M.

2.6 Failure to attend the site visits does not relieve an offeror of any obligations for pricing and contract performance. Submission of a proposal will be prima facie evidence that the offeror is, in fact, aware of all facilities, equipment, and vehicle conditions that may impact performance and proposal prices.

**3. CONTRACT PERIOD AND RENEWAL:**

- 3.1 The initial contract period will be for five (5) years with an additional ten-year period renewal option available or as negotiated. The County reserves the right to renew the contract for two (2) additional five-year periods, ten (10) one-year options, or any successive fractions or combination thereof, if agreeable to all parties.
- 3.2 The County will only exercise the options to renew the contract subject to satisfactory and demonstrated performance by the Contractor. Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County's Department of Procurement and Material Management (DPMM).
- 3.3 The option to renew any additional contract terms is solely at the County's discretion, by written notice to the Contractor before the expiration of the contract. The County will give the Contractor preliminary written notice of its intent to extend at least ninety (90) days before the contract expires. The preliminary notice does not commit the County to an extension.
- 3.4 The obligation of the County to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

**4. BACKGROUND:**

- 4.1 Fairfax County, Virginia, officially the County of Fairfax, is a suburban jurisdiction in the Washington, D.C. metropolitan area with population more than 1.1 million residents. A ten (10) member elected Board of Supervisors (BOS) that governs the County. A County Executive appointed by the Board of Supervisors is responsible for the administration of County functions.
- 4.2 The County provides fixed route bus transit service through Fairfax Connector bus system, which is controlled and managed by the Fairfax County Department of Transportation (FCDOT). Operational management of fixed route service delivery of the transit system is performed by a Contractor. Since its inception in 1985, the Fairfax Connector bus system has grown significantly and now has the third largest bus fleet in the Washington, D.C. region and largest public bus fleet in Virginia. The Fairfax Connector bus system consists of 88 routes that provide over 760,000 revenue hours annually, representing approximately 55 percent of the total bus service in the County.

## SPECIAL PROVISIONS

- 4.3 Fairfax Connector is a local fixed-route bus system ONLY, funded by County and funds are partially reimbursed by grants from the Virginia Department of Rail and Public Transportation (DRPT). The system is managed solely by FCDOT. The Connector system serves most residential and commercial areas within Fairfax County. Within the fixed-route designation, there are multiple service types offered to meet the needs of residents and riders.

### 4.4 **FAIRFAX CONNECTOR SYSTEM GOVERNANCE AND ORGANIZATION**

FCDOT is responsible for the administration, oversight and execution of uniform policies and procedures among all contractors and operating divisions and the operation and delivery of services.

The Board of Supervisors provides general policy direction for the Connector through the County Executive and Deputy County Executive. The Director of FCDOT and the Division Chief of the Transit Services Division (TSD) provide policy recommendations and management oversight on service provisions. The TSD perform service planning, operations review, contract oversight, facilities planning, and fleet administration. In coordination with TSD, the Transportation Marketing Section (TMS), which is a Division within FCDOT will provide marketing and public information support for Fairfax Connector bus system.

FCDOT has oversight and management responsibilities for the Fairfax Connector and all contracted operations. Overall contract management will be the responsibility of the Chief of Transit Services Division with input from the Director of Department of Transportation through their representatives. The Contractor must work in partnership with FCDOT and must develop and maintain positive and constructive working relationships with Fairfax Connector customers, and local organizations, Fairfax County Schools and local businesses, members of the community, County personnel and its contractors.

Fairfax Connector's administrative offices are located at 4050 Legato Road, Fairfax, VA, 22033. All FCDOT and TSD personnel are in this space. Also, TSD also have office spaces at the bus operations and maintenance facilities. At its sole discretion, the County may assign its personnel to work permanently at any bus operations and maintenance facility.

### 4.5 **FAIRFAX CONNECTOR OPERATING MODEL**

**Bus Operations Control Center (BOCC)** – The Bus Operations Control Center (BOCC) is a centralized, system-wide operational control center, operated and managed 24/7 from the West Ox facility, with 2 BOCC Supervisors and 8 Controllers. The BOCC directly manages vehicles once in revenue service which operate from all facilities through radio and data communication. Additional responsibilities of the BOCC include, but are not limited to:

- Manage emergencies;
- Coordinate events/ report incident;
- Data collection;
- Transit system monitoring and reporting;
- Public service and bus stop announcements;
- Farebox collection and malfunction reporting;
- Training to other personnel;
- Developing specialized operational reports.

The BOCC shall be staffed and managed the Contractor. The County and the Contractor will communicate regularly to coordinate and achievement of the performance standards and goals. Any proposed options or solutions requesting to de-consolidate the current BOCC functions within the transit operations will not be considered. However, the County will consider proposed solutions for functional and operational alignment that demonstrates efficiencies in the operations of the BOCC.

While the Contractor may offer additional technologies for the BOCC, the County uses the Clever Devices technologies including computer aided dispatch/automated vehicle location

## SPECIAL PROVISIONS

(CAD/AVL), radio, and automated vehicle announcement (AVA) system applications to manage and communicate with buses while in service or in the field, and for monitoring the service performance, recording applicable event/incident details and generating all required reports.

### **4.6 CONTRACTUAL GOVERNANCE MODEL**

Effective relationship governance is critical to establishing and maintaining a cooperative and effective working relationship between FCDOT and its selected Contractor, and in maintaining a flexible attitude toward resolving challenges.

### **4.7 FAIRFAX CONNECTOR BUS SYSTEM OVERVIEW**

The service types include, but may not be limited to:

- Commuter / express service is fixed-route bus service provided solely during the peak (rush hour) periods on Monday through Friday and in the peak direction of travel. Passengers are predominately picked up from either a neighborhood or collection point (e.g., park-and-ride lot, transit hub). Closed-door service is provided for at least five miles along the bus route on a highway or major arterial. At least one Metrorail station or transit hub is served.
- Local service is fixed-route bus service usually provided all day or during off-peak times on Monday through Sunday. Service is provided along local streets and roadways. Passenger activity occurs not only at the start and end points of the bus route, but also at bus stops along the route.
- Feeder service is fixed-route bus service typically provided all day or during peak periods on Monday through Friday. Passengers are predominately picked up from a neighborhood and/or collection point (e.g., park-and-ride lot, transit hub). Service is provided to/from a Metrorail station, transit hub, or trunk line transit corridor. Reverse-commute service is included in this category.
- Cross-county service is fixed-route bus service usually provided all day on Monday through Sunday. Service is provided along mostly local streets and roadways, where the bus route is at least 15 miles long and serves at least two activity centers (e.g., transit hubs, major generators). Passenger activity occurs not only at the start and end points of the bus route, but also at bus stops along the route.
- Limited-stop service is a variant of cross-county service operating as a skip-stop service. The service trades some level of transit access for reduced travel times.
- Circulator service is fixed-route bus service provided at higher frequencies (i.e., less than 15 minutes) all day. Service is designed to facilitate movement to and from a Metrorail station or transit hub. Therefore, at least one Metrorail station or transit hub is served.
- The County will conduct feasibility and planning study for Flex Route service. Flex Route service may be implemented in the duration of this contract.
- Special Routes: Fairfax Connector operates one special route.

### **4.8 CURRENT BUS NETWORK PROFILE**

There are four (4) broadly defined service areas within the Fairfax Connector system – that is the North, South, West and Central County service areas. For service delivery purposes, each of these four service areas within the Fairfax Connector system provides a distinct pattern of service that has been tailored over time to the portion of the County that each cover. See Appendix C Detailed Summary of Transit Services.

### **4.9 BUS SERVICES**

The current bus services provided by the Fairfax Connector includes 88 routes using about approximately 219 buses every weekday, and about 36 Metrobus lines serving Fairfax County. See Appendix C Detailed Summary of Transit Services.



## SPECIAL PROVISIONS

In addition to Fairfax Connector, the Washington Metropolitan Area Transit Authority (WMATA) provides about 40 percent of the total bus service revenue hours in the County through Metrobus. Metrobus service is regionally focused, providing service across jurisdictional boundaries, while Connector service is non-regional in nature and operates largely within the County boundaries.

The CUE (City-University-Energy saver) bus system, owned and operated by the City of Fairfax in conjunction with George Mason University, also provides service within Fairfax County. The County is also served by two rail systems, WMATA's Metrorail and the Virginia Railway Express (VRE) commuter rail. The County is served by four Metrorail lines and 10 stations.

During the term of this contract, it is anticipated that there will be additional transitions of Metrobus service to the Fairfax Connector; additional bus services for the Silver Line Phase II extension; and a proposed Bus Rapid Transit (BRT). See more information at <https://www.fairfaxcounty.gov/news2/embark-richmond-highway-plan-to-bring-major-transportation-improvements/>.

### **4.10 SERVICE OPERATING CHARACTERISTICS**

In the South and North County service areas, roughly 42 percent of routes operates on a seven (7) days per week schedule. Most weekday-only routes are peak-only, midday-only, or peak and evening routes that supplement the core seven-day service. See Appendix C Detailed Summary of Transit Services.

### **4.11 FREQUENCY OF BUS SERVICES**

Fairfax Connector service has a wide range of service spans in terms of the hours and days that service is offered. Most routes operate on weekdays only. Among those routes that do operate on weekends, almost all operate on both Saturday and Sunday. All the weekend service is provided by routes that also operate on weekdays, simplifying the overall service pattern. See the Fairfax County Transit Development Plan (FY 2016 to FY 2022) at <http://www.drpt.virginia.gov/media/1907/fairfax-county-tdp-2016.pdf>.

### **4.12 COUNTY FURNISHED FACILITIES AND EQUIPMENT**

FCDOT will furnish offices and equipment at bus operations and maintenance (O & M) for use by the Contractor or any subcontractor. Office space are available at Huntington, Herndon, and West Ox bus facilities, include:

- Offices and cubicles;
- Offices desks and chairs;
- Computers, and peripheral tools like mouse, keyboards, etc.;
- Surface parking spaces; etc.

Utilities such as electricity, voice and data (i.e. internet, telephones and automated call distribution system) at the facilities shall be the responsibility of the County. The Contractor will not have access to the facility telecommunication rooms.

The County provides both liability and property damage insurance coverage to protect the County's interest and property, as indicated in paragraph 18: Insurance, as well as, fluids, diesel and gasoline to enable the Contractor to perform both Task I and Task II functions. Accordingly, the County's expectation is that the offeror will consider these resources as if they were a Contractor expense.

### **4.13 COUNTY OWNED BUS OPERATIONS AND MAINTENANCE FACILITIES**

Efficient and well-functioning maintenance, fueling, storage, and staging facilities are a vital component to ensure reliable transit service and that the Fairfax Connector's fleet is in a

### SPECIAL PROVISIONS

state of good repair. Several of Fairfax Connector's bus operating and maintenance facilities have recently undergone extensive renovation and expansion. FCDOT's Facilities Program supports the modernization and expansion of transit equipment and facilities to provide optimal productivity, increase capacities and maximize safety measures.

The Fairfax Connector Bus System currently consists of three operating divisions at West Ox, Herndon, and Huntington. The Contractor provides all staff to support Connector operations, revenue and non-revenue fleet maintenance, operations planning, and administrative functions (e.g., human resources, payroll, purchasing, and accounting). See below a summary of Fairfax Connector's bus operations and maintenance facilities.

**Table 1: Summary of Bus Operations and Maintenance Facilities**

| Facility Name                            | Address                                     | Built | Fleet Size | Bays | Wash Bays | Fuel Stations |
|--|---|-------|------------|------|-----------|---------------|
| <b>Huntington<br/>(South County)</b>     | 8101 Cinder Bed<br>Road Lorton, VA<br>22079 | 1985  | 107        | 8    | 1         | 2             |
| <b>Reston-Herndon<br/>(North County)</b> | 268 Spring Street<br>Herndon, VA 20170      | 1994  | 104        | 6    | 1         | 2             |
| <b>West Ox (West/Central<br/>County)</b> | 4970 Alliance Drive<br>Fairfax, VA 22035    | 2009  | 97         | 15   | 3         | 4             |
| <b>Total:</b>                            |   |       | <b>308</b> |      |           |               |

The Huntington Bus Operations and Maintenance Facility has excess maintenance capacity. The facility is currently at capacity for vehicle storage.

#### **4.14 WEST OX BUS OPERATIONS AND MAINTENANCE FACILITY**

The facility currently houses one hundred (100) WMATA buses. The West Ox Road Bus Facility has available maintenance and vehicle storage capacity. Details will be provided prior to the start of the new Contract.

Offerors should note that at the West Ox facility, one fuel lane is 100% dedicated to WMATA, two fuel lanes are 100% dedicated to the Fairfax Connector, and one is a shared backup fuel station for both WMATA and Fairfax Connector. In addition, one wash bay is 100% dedicated to WMATA, one is 100% for the Connector and one is a shared backup for both parties.

#### **4.15 WEST OX FACILITY CO-EXISTENCE WITH METROBUS**

The facility opened in 2009 as an 84,671 sq. ft. building which was later expanded in 2016 and 2017 to 113,797 square feet. The County have a jointed-use, co-existence agreement with WMATA for Metrobus. As a shared operating facility between Washington Metropolitan Area Transit Authority (WMATA) and Fairfax Connector, Offerors should recognize that there are several operational "potential and/or perceived" challenges and differences in personnel and organization, including cost differentials for local service per hour costs (and associated wages and benefits), working conditions and work rules.

Co-existence of two independent operations within a shared operating facility with the Washington Metropolitan Area Transit Authority's Metrobus operation and maintenance personnel and organization in terms of potential and/or perceived differences in wages, benefits, working conditions and work rules.

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Cost differential between Fairfax Connector as compared to Washington Metropolitan Area Transit Authority's (WMATA) local service per revenue hour costs.

Cooperation and coordination with the terms of the West Ox Bus Facility Operating Agreement and Manual between WMATA and the County.

#### 4.16 OTHER FAIRFAX CONNECTOR BUS AND PASSENGER FACILITIES

In addition to the Bus Operations and Maintenance facilities, FCDOT has a Comprehensive program for new transit facilities and enhanced transit centers, park-and-ride lots, and bus stop improvements. Except for the Bus Stop Improvement Program, all the projects listed in the table are adopted in the Fairfax County Capital Improvement Program and funded.

FCDOT Bus Improvement Program is on-going. The County contracts with a vendor to procure, install, and maintain all Fairfax Connector bus shelters. This contract allows the vendor sells the advertising space on panels installed in bus shelters. The County also owns and manages a range of bus facilities located throughout Fairfax County. These include:

- Transit centers;
- Connector Stores;
- Bus stops and shelters; and
- Park-and-ride facilities.

#### 4.17 COUNTY FURNISHED VEHICLES

The County will provide the Contractor air conditioned, accessible transit buses. The bus fleet of diesel buses are to be managed and maintained by the Contractor. The Connector fleet consists of a total of 308 revenue vehicles with an average of 7.5 years of age, and the oldest vehicles in the fleet manufactured in 2007. A majority of the fleet is 40-foot in length and manufactured by New Flyer. In addition to 35-foot New Flyer buses the fleet consists of 30-foot buses manufactured by Orion. A summary of the current fleet inventory by type and bus division is as illustrated below on table 2: Fairfax Connector Revenue Fleet.

| Table 2: Fairfax Connector Revenue Fleet |               |               |               |        |
|--|---------------|---------------|---------------|--------|
| Garage                                   | Bus Types     |               |               | Totals |
|  | New Flyer 40' | New Flyer 35' | Orion VII 30' |        |
| <b>Seating Capacity</b>                  | 39            | 30            | 25            |        |
| <b>Huntington</b>                        | 85            | 22            | 0             | 107    |
| <b>Reston-Herndon</b>                    | 14            | 68            | 22            | 104    |
| <b>West Ox</b>                           | 62            | 31            | 4             | 97     |
|  | 161           | 121           | 26            | 308    |

Buses are replaced at the end of their useful life in accordance with FCDOT's fleet replacement schedule. The County has comprehensive preventive maintenance and mid-life bus overhaul program which ensures a high level of vehicle reliability. See Appendix D-3 Vehicle Maintenance Program.

FCDOT determines the fleet assignment per bus operations and maintenance facility based on scheduled service needs and requirements. The West Ox facility currently does not perform any weekend (Saturday and Sunday) revenue service. Offerors should note that this may change during the term of this Contract. Bus fleet are rotated between facilities as part

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of the FCDOT's fleet management plan. The distribution of the existing bus fleet is showed below on Table: Revenue Vehicles Assignment by Bus Division:

| <b>Table 3: Revenue Vehicles Assignment by Bus Division</b> |  |          |        |        |                                    |
|---|--|----------|--------|--------|------------------------------------|
| Garage  | Revenue Vehicles Per Scheduled Service<br>(Pull-out and Strategic) |          |        | Spares | Total Revenue<br>Vehicles Assigned |
|   | Weekday  | Saturday | Sunday |        |                                    |
| Huntington  | 80   | 29       | 27     | 24     | 107                                |
| West Ox   | 69   | 0        | 0      | 5      | 97                                 |
| Herndon   | 70   | 33       | 26     | 22     | 104                                |
| Total   | 219  | 62       | 53     | 51     | 308                                |

All buses provided to Contractor will be equipped with electronic destination signs, radios or other voice communication systems, on-board terminals (Transit Control Head (TCH), public announcement (PA) systems, covert alarm systems, automated annunciation systems, electronic message signs, electronic fare boxes (GFI genfare Odyssey), automated passenger counters (APAs), and bike racks. Passenger counts and associated data (wheelchair boarding, bicycle boardings, etc.) are to be recorded manually by bus operators.

#### 4.18 TRANSPORTATION TECHNOLOGY SYSTEMS

The County is implementing various new technologies for the Fairfax Connector bus system with the goal of enhancing customer service. FCDOT just completed Phase I implementation of various Intelligent Transportation Systems (ITS) technologies based on Clever Devices technologies, including customer-facing interfaces, on-board/in-vehicle systems, planning, operations and dispatch software application.

#### 4.19 CLEVER DEVICES ITS TECHNOLOGIES

The County uses the Clever Devices technologies including Computer Aided Dispatch/Automated Vehicle Location (CAD/AVL), and Automated Passenger Counters (APC) applications to manage and communicate with buses while in service or in the field. Referred to as the Clever CAD/AVL, this system helps manage transit service by providing voice and text messaging to all CAD/AVL electronic equipped vehicles, and by tracking and displaying vehicle location and schedule adherence using an automatic vehicle location system and a customer-facing information system. Clever CAD/AVL tracks bus on-time performance and collects data relative to bus operations (e.g. incidents and accidents) in an Incident Management module.

#### 4.20 SUMMARY OF EXISTING BUS TECHNOLOGIES

The following technologies are currently in use in the Fairfax Connector bus system, including TSD:

- Automated Vehicle Announcements (AVA) System: Audio-visual next stop announcements using in-vehicle equipment installed by Clever Devices. The AVA system makes internal announcements at bus stops, transfer points, intersections as well as external announcements at stops when doors are opened.
- BusTracker: A web-based customer interface that allows riders to get estimated time of arrivals (ETA) for buses via smart phones, websites or through email and text alerts;

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- CleverCAD/AVL: The Computer Aided Dispatch / Automatic Vehicle Locator system is used to monitor and safely communicate with bus operators, and to generate system performance and ridership data, analysis and reports. The system is used to track, collect and manage data from revenue and non-revenue vehicles which is available for review via Clever Reports and the “playback” tool. The AVL provides up-to-date information on the location of Fairfax Connector Vehicles using a Global Positioning System (GPS);
- Clever Reports: Software through Clever Devices for business intelligences dashboards and reports;
- Cleverworks: Software through Clever Devices for comprehensive graphical data management for dynamic scheduling, route simulation, and historical data analysis;
- Destination Signs: Fairfax Connector uses both Luminator and Twinvision applications for destination sign inputs and sign configuration;
- DriveCam (Lynx system): On-board video technology system that captures audio and video inside and outside the vehicle before or after an incident, and it is used to identify risky driving behaviors. DriveCam are installed in all Fairfax Connector buses and monitors vehicle movements in real time;
- General Farebox Incorporated (GFI): Fairfax Connector buses are equipped with Genfare Odyssey I farebox model;
- Fleet Focus: Fleet management software that is used by Connector and FCDOT personnel for vehicle maintenance and electronic fuel interface, including the management of parts inventory, work orders, tracking mileage, asset management, and preventative maintenance and purchase orders.
- Fleetwatch Software: An application that is also used by the Connector to track fuel and fluid used by revenue and non-revenue vehicles;
- RTA: FCDOT has used Ron Turley & Associates (RTA) for 10 years, while the County is currently transitioning to a new system, the Contractor will be provided RTA data to use as historical information;
- Google Maps (Google Transit): The Fairfax Connector bus system integrates and utilizes Google Transit system to provide route and service information to riders.
- Interactive Voice Response (IVR) System: A telephone-based customer information system for providing automated ETA to customers. Inbound calls reach an auto-attendant and customers have the choice of speaking to an agent or interacting directly with the CleverCAD system, using their bus stop ID. The Telephone Information Center (TIC) contractor manages the County's interactive voice response (IVR) system that is supported by the CAD/AVL and real-time information and prediction systems;
- Two-Way Radio: A standardized two-way radio system, the County's non-emergency Land and mobile radio is currently being used for voice communications between the Bus Operations Control Center (BOCC), division and vehicle operators. This system does not have the capability of recording these communications and does not include the ability to circumvent busy signals. The system is also scheduled for decommission within this calendar year. Within the coming year, the County will be procuring and implementing a new telephone system for the Connector. This system will be procured and administered by FCDOT. Voice radio communications equipment or other two-way communication system, services and maintenance shall be performed by the Contractor;

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- Ridecheck Plus Automatic Passenger Counters (APC): The sensors installed on Fairfax Connector Vehicles' doors that record boarding and alighting at bus stops. The data recorded by this system is used to ensure routes and stops are operating in the most efficient manner;
- Trapeze FX: The County uses Trapeze FX for route scheduling and planning, analyze potential route changes and modifications;
- Trapeze Bus Stop Manager (BSM): BSM is used for Service Planning and Bus Stop Management. BSM is used to maintain on-street bus facilities, such as bus stops and park-and-ride lots.
- Third Party Applications: Contractors may provide, subject to the County's approval, software applications, programs and/or databases, that the Contractors deem necessary for the provision of Connector service during the term of this Contract. Contractors shall provide licensing and rights to the associated applications, etc. for unlimited use by FCDOT for the term of the Contract.

### **4.21 NEW IT COMPONENT ENVIRONMENT**

Prior to the agreed upon Bus Services Commencement Date, and throughout the Term of the Agreement, the County expects both the Fairfax Connector bus systems technologies, facilities IT environment, and the County's internal IT environment may to change in response to technological advances, process revisions, new regulatory obligations and other unanticipated developments that could benefit the Fairfax Connector fixed route bus system.

### **4.22 DIT TRANSIT APPLICATION MANAGEMENT**

The County Department of Information Technology (DIT) has oversight of the technology systems and business applications used for transit operations, maintenance and facilities management. Access to system applications requires the Contractor to follow established protocols for maintaining account access to any such applications.

### **4.23 PERMITTED SYSTEMS ACCESS**

The County will provide access to transit business related systems upon a submitted and approved business justification outlining the need for such access. All user access requests for applications and data (i.e., Virtual Private Network (VPN), Clever ITS, Vehicle Management System, etc.) will be submitted via FCDOT to DIT. For all permitted systems access, the offeror shall comply by the following:

- Comply with or follow FCDOT's established process of two weeks' notice of its request to activate any new employee's user account.
- Shall communicate to the County any updates to accounts belonging to in Contractor's control.
- Shall inform FCDOT within one (1) business day when a contractor's employee who is granted County systems access has been terminated or will otherwise be leaving Contractor employment, and.
- Shall designate a representative who will be responsible for the system access process and will work with the County as required for the duration of the Contract.

### **4.24 FARES AND POLICIES**

Passengers pay their fare immediately upon boarding the bus. Passengers shall be served after tapping a SmarTrip Card, paying cash, or by presenting a legitimate pass.

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FCDOT shall set fare policy for all bus services based on service type and category as defined by the County. FCDOT participates in the regional SmarTrip system - a joint effort with Cubic and GenFare led by the Washington Metropolitan Area Transit Authority (WMATA) and participating Jurisdictions using GenFare Odyssey fareboxes with GFI/Cubic internal components. More information about Fairfax Connector fares and policies can be found at <https://www.fairfaxcounty.gov/connector/fares-and-policies>.

FCDOT will supply GFI Smart Card equipped validating fareboxes and related components. The Contractor is required to probe, upload, and download fare media information and perform vault operations, as well as daily closeouts, report running and administrative duties during specific time periods. The Contractor will maintain the fareboxes and fare collection equipment as installed in good working order and with tolerance of accuracy as recommended by the manufacturer.

It is anticipated that during the term of this contract, a New Electronic Fare Payment system will be implemented which will enable customers to pay with credit cards. FCDOT will supply the hardware and software for the payment system; however, the Contractor shall assist with the conversion process and shall be responsible for the installation and maintenance of the system.

It is also anticipated that the fareboxes' Driver Controlled Unit (DCU) will be upgraded during the life of this contract. The Contractor will be responsible for the installation and maintenance of the DCUs.

#### **4.25 COUNTY PROVIDED SUPPORT**

In general, it is anticipated that as part of this Contract, the County, via FCDOT will support the following elements:

- Policy direction – assist in establishing operating policies and procedures;
- Provide operating facilities and many facility maintenance services;
- Set and administer fare policies and procedures;
- Determine and authorize changes to the Level of Service;
- Provide the revenue, non-revenue fleets including fareboxes, radios, bicycle racks, etc.;
- Develop memoranda of agreements with other County agencies and other regional service providers for the support of the Fairfax Connector bus service;
- Provide program and contract management and operational oversight of all Contractor's activities;
- Provide Software Applications (non-personnel related) and license for the Contractor to use solely for the support of Fairfax County's contract;
- Conducting all service planning, providing schematic schedules and working cooperatively in the blocking and run-cutting activities to achieve operational efficiencies and system effectiveness;
- Setting minimum-acceptable service and performance operational standards, provide written performance standards and evaluation processes;
- Define a metric for each performance standard and evaluation factor to ensure consistent application of the rating criteria;

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- Assume the actual costs for utilities (gas, electric, local phone service, water, cable TV for operator ready rooms, dispatch offices and maintenance lunch rooms) for facilities except long distance telephone service and high-speed internet service;
- Transit liability and property damage insurance coverage via a State Transit Liability Pool. See Paragraph 18 Insurance;
- Evaluate the Contractors' performance and compliance with applicable regulations governing the provision of public transportation service, Federal Drug and Alcohol Testing Program, and National Transit Database reporting requirements;
- Make final determination of on-time performance and all other performance standards, indicators, and results;
- Maintain telecommunications system(s) for the Bus Operations Control Center ("BOCC"). This may be expanded to other Fairfax County approved facilities);
- Perform checks on dedicated vehicle maintenance at FCDOT's discretion;
- Determine minimum number, location, and hours of coverage for strategic buses, station supervisors, road supervisors and dispatchers including coverage periods and minimum levels of street supervisor coverage by time periods and the number of buses in service;
- Manage bus stop sign installation and/or replacement and shelter acquisition, installation, and maintenance;
- Monitor Contractors' performance for service quality, safety/security, contract compliance, and complaint investigation and resolution;
- Provide public and media relations support; marketing program development and implementation;
- Perform checks on dedicated vehicle maintenance at FCDOT's discretion;
- Maintain timely payment for services;
- Audit operational, financial and performance data; and
- Provide customer facing, functional and in-vehicle technologies.

## **5. OPERATIONAL ENVIRONMENT – CHALLENGES, OPPORTUNITIES OR CONCERNS**

- 5.1 The County considers the following list to be a combination of challenges, opportunities and concerns that all Offerors should be aware of in preparing a response to this RFP.

### **Work Force Management:**

- Work force recruitment, training, retention and continuity;
- Work force longevity of employment including seniority, compensation, benefits, working conditions and retirement opportunities;
- Work force ethnicity, diversity, and English as a second or third language for many contract employees; and
- Bus Operator/Maintenance/Supervisory Employees represented by Labor Agreements

### **Training and Certification Program:**

- Contractor shall allow operators in training an opportunity to train for their CDL license and cover the expense;



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- Bus operator training more than minimums especially in sensitivity, ADA procedures/requirements, route knowledge, emergency preparedness and customer service;
- Sensitivity training among and within all line employees including bus operators and first line supervisors;
- Nationally recognized pre-certification of all safety and training personnel including train-the-trainer minimum standards;
- Safety and Security training;
- Nationally recognized pre-certification of Train-the-Trainer;
- ASE certification and training for maintenance employees;
- Americans with Disabilities Act, and ADA compliance and sensitivity at all levels and at all times;
- Apprentice mechanic program for maintenance employees, etc.
- 

### **Acceptance and Enforcement of the County's Policy and Procedures:**

- Drug and Alcohol policy;
- Fatigue Management policy;
- Energy Management/Air Quality;
- Fuel consumption control and procedures, especially with excess idling during recovery and layovers on the street and in the yards;
- Blocking and run-cutting to minimize miles and fuel consumption.

### **Fleet Management:**

- Knowledge gaps and training needs for new buses. Complexity of new and future buses and equipment compared to the capabilities of the maintenance staff.

### **Emergency Preparedness:**

- Addressing Emergency Readiness and Preparedness;
- Emergency Support Transportation Requirements;
- Fairfax County Emergency Support Function (ESF-1 Transportation);
- National Incident Management training;
- Evacuation plans including Special Needs population and pets;
- Pandemic Flu; Smallpox; Hurricanes, and
- Other significant incidents (inclement weather) with a commitment to training and allocating resources for planning, training and performing both dry-run and live exercises.

### **Use and Adaptation of Transportation Systems Technologies:**

- Adaptation of technologies;
- Full operationalization of ITS technologies and the codification of operating standards;
- Familiarization of standard technology systems as applied in bus transportation service delivery;
- Experience with Trapeze applications such as Ops, FX, Plan, and Blockbuster;
  - Knowledge gaps and understanding on ITS applications i.e. APC, AVL, GTFS, report automations; and
- Experience in maintaining ITS multiple inter-connected onboard and in-vehicle technologies.

### **Other Important Tasks to be Performed include, but not limited to:**

- Deadhead management;
- Warranty Administration;
- Fuel Consumption optimization;
- Energy Management;
- Possible new bus propulsion systems (hybrid, electric, gas or diesel);
- Fatigue Management

SPECIAL PROVISIONS**6. FAMILIARIZATION WITH CONDITIONS:**

- 6.1 The Contractor shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed. See Paragraph 5 for Operational Environment – Challenges, Opportunities or Concerns, and Appendix C: Detailed Summary of Transit Services. Additional service information about the Fairfax Connector bus system can be found at [WWW.FAIRFAXCONNECTOR.COM](http://WWW.FAIRFAXCONNECTOR.COM).

**7. WEST OX JOINT USE AGREEMENT:**

- 7.1 The Offeror agrees to honor all requirements and associated terms of the West Ox Bus Facility Operating Agreement and Manual between WMATA and the County.

**8. ADDITIONAL SERVICES:**

- 8.1 During the term of this contract, the Contractor shall provide transit service delivery services and /or complimentary non-direct service delivery functions that support and enhance public transit services for the County. These functions, if required, would be addressed through future contract amendments. Examples include, but are not limited to, the following:
- Facility operations and maintenance services for transit specific work areas, equipment, and support systems not required in this contract using independent, qualified third-party resources;
  - Bus shelter maintenance, repair and cleaning, including vandalism and graffiti removal;
  - Maintenance, deployment, updating and “refreshing” of on-street, terminal, station and park and ride static information systems and displays including replacement and repair due to vandalism;
  - Implementation and on-going maintenance and operation of Intelligent Transportation System applications;
  - Lease and/or purchase new equipment on behalf of FCDOT for purchases under \$100,000.
  - Performance of revenue vehicle fleet overhauls to extend useful life beyond currently assumed at fifteen (15) year vehicle life span and maintenance of the reserve bus fleet including storage thereof;
  - Assistance with marketing program activities including development of marketing materials and distribution thereof;
  - Assistance in designing, formatting, printing, distributing, posting and maintaining bus schedules, car card posters, informational displays on board buses and static on street information and related information;
  - Obtaining administrative and support office space, bus storage and maintenance facilities, including facilities for contract transitions and employee training;
  - Providing adequate contract transition support capabilities;
  - Assistance with the planning, development, implementation, and operation of a bus rapid transit system and associated technologies including equipment, fleet and facility acquisition, if necessary;

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- Assistance with the implementation and operation of a parking management program, the collection and verification of parking revenues and the application of the associated parking technologies that help identify space availability and parking capacity;
- Assistance with providing security services both uniform and undercover for Connector passengers/customers, contract employees and all operating facilities to include park-and-ride facilities and transit stations;
- Assistance with the transition of other non-regional Metrobus services and routes, and other service planning activities;
- Other activities as may be needed that are associated with the general support and delivery of bus service operations and the performance thereof.

8.2 The offeror may suggest new and innovative approaches to all the above items.

## **9. TECHNICAL PROPOSAL INSTRUCTIONS:**

9.1 The offeror must submit the Technical Proposal in a separate binder containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein.

Separate copies of the technical and price proposals shall be provided in a CD format. The Offeror must include a notarized statement that the CD version is a true copy of the printed version.

### **9.2 PROPOSAL CONTENT:**

The proposal should not exceed 175 sheets double-sided pages, exclusive of price proposal, financial information, and other required forms in RFP appendices and attachments. The cover letter is included in the maximum page limit. At minimum, the offeror's technical proposal (each proposal package) must contain the following:

#### **Letter of Transmittal:**

- a. Name of firm submitting proposal; main office address; email address; facsimile and telephone numbers; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers.
- b. Proposed working relationship between Offeror and subcontractors who supply or provide services to the Offeror, include all other firms or subcontractors participating in the Proposal and similar information about the firms.
- c. Acknowledgment of receipt of all RFP addenda, if any, name, title, address, telephone number, and e-mail address of contact person during period of proposal evaluation.
- d. Name and signature of a person authorized to bind Offeror to the terms of the proposal and to negotiate contract price/terms on Offeror's behalf.

#### **Proposal Summary:**

- Discuss the key features, highlights, and distinguishing points of the Offeror's proposal. A separate sheet shall include a list of two individuals and contact information. This section is limited to a maximum of four (4) pages including the separate sheet listing of any lawsuits or litigations and the result from that action resulting from (a) any public project undertaken by the Offeror or by its subcontractors where litigation is still pending or has occurred within the last seven (7) years or (b) any type of project where claims or settlements were paid by the Offeror or its subcontractors, consultants or insurers within the last five (5) years.

SPECIAL PROVISIONS**Summary Past Contracts:**

- Descriptive table of pertinent fixed-route bus experience with other public and private entities that includes a summary of the system, size and type work performed, the total project cost, the percentage of work the firm was responsible for, the period over which the work was completed, and the name, title, and phone number of client's to be contacted for more information (maximum of two contacts per project). Give a brief statement of the firm's adherence to the cost and budget for the project (last three years ONLY).

**SEE ANNEX 1 FOR ADDITIONAL SUBMITTAL REQUIREMENTS****10. PRICING:**

- 10.1 The subsequent contract will be a firm-fixed price agreement. The fee(s) per revenue hour (unit cost) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), Washington, DC-MD-VA, using the annual rate change over the past 12 months (from January to December of the same calendar year), not to exceed 2.5% in any of the first five (5) years of the contract.
- 10.2 After the first five (5) years, the cost per revenue hour will be renegotiated.
- 10.3 Once a renewal option is negotiated and exercised, the County shall not consider any requests for an increase in compensation rates. The County will only consider a request for an increase in compensation for an extraordinary increase expenses that may be incurred which are beyond the direct control of the Contractor.
- 10.4 It is the responsibility of the Contractor to provide complete documentation in support of the requested increase. Any request for a price change without complete documentation shall not be acted upon.
- 10.5 Examples of these types of expenses are: changes in state and/or federal regulations which may impact operational and/or administrative costs. If approved, such an increase would take effect at the start of the subsequent Contract Year.
- 10.6 The Contractor shall submit a written compensation increase request identifying in detail the circumstances supporting the request to the Purchasing Agent 60 days prior to the end of the Contract Year and a compensation increase may ONLY be granted at the sole discretion of the Purchasing Agent. The following documents MUST be presented in the event the Contractor request an increased in compensation rates:
  - a. Contractor operating budget for the fiscal year;
  - b. An independent financial impact or fiscal impact report prepared by a Certified Chartered Accountant (CPA); and
  - c. An independent audit report from the two preceding years.
- 10.7 At its sole discretion, the County may reject any or all request to increase compensation rates.

Currently, the County does not utilize Federal funds in the provision of Fairfax Connector bus services, including capital assets. Offerors should understand and factor that in their proposals. However, if conditions change and the County choose to accept Federal funding, the terms and conditions of this contract shall be inclusive of all applicable federal and state policies and regulatory requirements without amendments.

Price decreases shall be made in accordance with paragraph 39 of the General Conditions & Instructions to Offerors. (Appendix A).

SPECIAL PROVISIONS**10.8 Definition of a Scheduled Revenue Hour:**

The County derives its definition of a “scheduled revenue hour” from the definition incorporated in the National Transit Database (NTD) reporting requirements. For the purpose of billable hours, revenue service is inclusive of the following: in-service route operation whereby passengers are eligible to board / alight service (further defined as the starting time-point until the last time-point on a route), route interlining including all reverse bus movements to reposition buses for the start of the next trips that are part of route designs provided by the County, and route interlining where trip schedules provided by the County require deadhead to another location to continue service as another route. For billable hours, revenue service does not include the following:

Deadhead between the bus depot and the starting or ending point of a route, deadhead bus movements created by improper rostering that breaks runs or trips built by the County, and pre-trip or post-trip inspections required by law.

Time spent by bus operators performing pre-run (pre-trip) bus inspections of not less than 15 minutes per bus pull-out for a comprehensive vehicle pre-check including wheelchair lift cycling and on-time garage departure.

Deadhead routes and time allowances will be provided to the County for review and coordination. At no time, shall the time allowance when divided by the deadhead distance exceed the posted speed limit. Offerors are advised to provide adequate allowances for future adjustments in deadheading given the unique nature of the Washington Metropolitan Area as one of this nation’s most traffic congested environments in the Country.

Layover time not required for schedule recovery more than 15 minutes per scheduled trip.

Street reliefs.

Time loss due to service interruptions.

Time spent providing special services such as, but not limited to, Community Service Hours, Emergency Preparedness, Operations Planning and Contingency.

Charter bus service hours are independent of the above.

If the County elects to exercise its right to renew the contract option years, the contract shall be renewed based on a negotiated compensation schedule using CPI-U, Washington, DC-MD-VA.

**11. LIVING WAGE:**

11.1 Fairfax County is committed to paying a living wage to all qualified County employees and encourages contractors and subcontractors involved in all County programs, services and activities to pay a living wage to their employees.

11.2 Salary Escalation will be permitted under this contract as negotiated at each renewal period, and shall be computed utilizing CPI-U, Washington, DC-MD-VA. The Contractor shall ensure that wages are to be automatically increased or decreased at specific times according to a schedule and related changes in the cost of living. Contractor will certify all its wage schedules on an annual basis.

SPECIAL PROVISIONS**12. CHARTER POLICY AND RATE:**

- 12.1 The use of Fairfax Connector vehicles for charter purposes is expressly prohibited without the consent of the County. The County will not authorize any charter service that has the potential to disrupt normal scheduled bus service, or that will be operated outside of the greater metropolitan Washington, D.C. region. Charters are typically only provided to governmental agencies and non-profit organizations.
- 12.2 The Contractor will provide a charter rate per platform hour in the Business Proposal. This rate will be subject to a cost escalation factor in future years as negotiated by the parties. It is the Contractor's responsibility to obtain payment for provision of charter services even if the charter was provided to another County agency.
- 12.3 Charter hourly rates will be reviewed and approved annually by the FCDOT to ensure recovery of Fairfax Connector operating costs including, fuel costs and insurance, and contractor direct operating costs as defined by the contract. Any increases in the charter rates will be at the sole discretion of the County.
- 12.4 For any County provided assistance or support, the County's prevailing overhead rates will be credited against the monthly invoice.
- 12.5 Other Third Party Independent Contractors – The County may desire to augment both its' capabilities with additional third party independent resources. Over the duration of the contract, the County may request and issue task orders through the service provider contractor as an additional expense to obtain professional services from independent third-party contractors. The additional expenses for these services would be handled on a case by case basis through contract amendment. The County has identified a number of areas of professional expertise that it may acquire through the Contractor.

**13. TRADE SECRETS/PROPRIETARY INFORMATION:**

- 13.1 Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, offerors must invoke the protections of this section prior to or upon submission of the data or other materials.
- 13.2 The **offeror must identify the data or other materials to be protected and state the reasons why protection is necessary.** Disposition of material after award(s) should be stated by the offeror.
- 13.3 Request for Protection of Trade Secrets or Proprietary Information (Attachment A) is provided as a courtesy to assist offerors desiring to protect trade secrets or proprietary information from disclosure under the Virginia Freedom of Information Act.
- 13.4 The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

**14. SUBMISSION OF PROPOSAL:**

- 14.1 One (1) original (duly marked) and five (5) copies of the Technical proposal, and one (1) original (duly marked) and five (5) copies of the Cost proposal (Attachment B) shall be delivered to the following address in sealed envelopes or packages with the proposal number, title and the offerors name and address on the outside. It is requested that one copy of the proposal be provided in a CD format. The offeror must include a notarized statement that the CD version is a true copy of the printed version. Electronically stamped delivery receipts are available.

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- 14.2 It is the offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.
- 14.3 Offeror should use Microsoft Office file formats in preparing its proposal to the maximum extent possible. As instructed, offeror's Proposal should utilize the RFP response templates provided as Appendices or exhibits to this RFP. All pages should be formatted to print on 8" x 11" paper, unless another format is provided by the response template. Responses should be specific, factual, brief and to the point, and should minimize the amount of generic sales and marketing content.
- 14.4 Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The County encourages the use of recycled paper; therefore, it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.
- 14.5 Each original and set of the five (5) copies of the proposal shall consist of:
- a. Cover sheet (DPMM32).
  - b. Technical proposal as required in the Special Provisions, paragraph 9, **TECHNICAL PROPOSAL INSTRUCTIONS** (Attachment A should be included with the Technical Proposal).
  - c. Cost proposal as required in the ANNEX-1, paragraph 13, **COST PROPOSAL INSTRUCTIONS, page 52**. (Appendix B should be included in the Cost proposal).
- 14.6 By executing the cover sheet (DPMM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

**15. ADDENDA:**

- 15.1 Offerors are reminded that changes to the bid, in the form of addenda, are often issued between the issue date and within five (5) days before the due date. All addenda shall be signed and submitted before the due date/time or must accompany the bid.
- 15.2 Notice of addenda will be posted on eVA and the DPMM current solicitation webpage. It is the Offeror's responsibility to monitor the web page for the most current addenda at [www.fairfaxcounty.gov/solicitations](http://www.fairfaxcounty.gov/solicitations).

**16. PROPOSAL ACCEPTANCE PERIOD:**

- 16.1 Any proposal submitted in response to this solicitation shall be valid for (180) days. At the end of the days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

SPECIAL PROVISIONS**17. BASIS FOR AWARD:**

- 17.1 This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposal. The County reserves the right to make multiple awards as a result of this solicitation.
- 17.2 A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated offeror(s) will then be reviewed.
- 17.3 No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. Selection Advisory Committee members will refer any and all calls related to this procurement to the procurement official named in 1.4 above. Failure to comply with this directive may, at the sole discretion of Fairfax County, result in the disqualification of an offeror from the procurement process.
- 17.4 Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations, have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- 17.5 Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.

**17.6 PROPOSAL EVALUATION CRITERIA:**

The contract will be awarded to the offeror whose offer is most advantageous to Fairfax County, based upon the proposed evaluation criteria specified below.

The following factors will be considered in the award of this contract:

- **Experience and Qualification of the Firm (20 Points):** Descriptions of organizational and staff experience and resumes of proposed staff. A clear demonstration of substantial technical experience in operating fixed route bus systems, bus rapid transit (BRT), or other modes of public transportation, including the qualifications of proposed personnel to be assigned to the contract, their education, experiences, skills and knowledge of transit services; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section of the Offeror's proposal;
  - a. Has adequate financial resources, or the ability to obtain such resources, required to perform the contract.
  - b. Has adequate financial resources, or the ability to obtain such resources, required to perform the contract.



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- c. Can comply with the required or proposed delivery or performance schedule, taking into consideration all its existing commercial and government contract commitments.
  - d. Has multimodal public transit experience (i.e. transit service delivery operations and maintenance), including fixed-route bus, rapid bus transit, streetcar, light rail, shuttle, paratransit, microtransit, etc.
  - e. Has a satisfactory performance record.
  - f. Has a satisfactory record of integrity and business ethics.
  - g. Has a satisfactory record of compliance with the applicable, the Commonwealth of Virginia and Fairfax County licensing and tax laws and regulations.
  - h. Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules.
  - i. Has, or can obtain, the necessary organization, experience, accounting, and operational control, and technical skills.
  - j. Has, or can obtain, the necessary technical equipment and facilities.
  - k. Has not exhibited a pattern of overcharging Fairfax County.
  - l. Does not have an outstanding debt with Fairfax County, the Commonwealth of Virginia, or the federal government in a delinquent status; and
  - m. Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.
- **Understanding of the Problem (30 Points):** Full understanding of the requirements of operating and maintaining Fairfax Connector bus services, uniqueness of solutions and technical approaches and methods as described in the offeror's proposal. The offeror shall set forth in its proposal a narrative demonstrating a thorough and comprehensive understanding of the requirements and expertise required to perform the duties and responsibilities in this RFP. Evaluation of this factor will include the quantity and quality on Contractor's performance on projects of comparable size and technical complexity. The relevance of the information shall also be considered, especially as it relates to how/practices for operating and maintaining all vehicles and equipment necessary for operational delivery of bus services, support functions and workforce training, including the following:
    - a. Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules;
    - b. Has, or can obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
    - c. Has, or can obtain, the necessary technical equipment and facilities.
  - **Operational/Work Plan And Approach to Solution (30 Points):** Depth of offeror's understanding of Fairfax County's requirements as set forth in this RFP and the layout its proposed technical approaches, processes, and methods; overall quality of work plans; logic, clarity and specificity of work plans; appropriateness of labor distribution among the activities; ability to meet all service start dates; reasonableness of service operations as proposed; utility of suggested technical or procedural innovations. Consideration will be given the proposed logic framework

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and methodology to implement and meet service requirements, including addressing challenges and recognizing opportunities presented in this RFP through the quality of the overall technical proposal, clarity, technical sufficiency, and reasonableness of proposal. Please review and refer to the Statement of Needs in ANNEX-1 for clarifications on offeror's responsibilities and detailed requirement for Transit Service Plan; Safety Management Plan; Quality Assurance Program; Work Plan; Facilities Management Services (Optional Items Included); Personnel Training Program; Safety and Security Plan; Customer Service Plan; Maintenance Plan, etc.

- **Price and Cost Reasonableness of Price Proposal (30 Points):** The offeror shall submit a separate volume containing its price proposal for performing the contract. The price proposal shall show all elements of cost, overhead, G&A, economic adjustment factors, subtotals and final price in a clear, easy to understand format. The Offerors overall financial sufficiency as well as the direct or indirect economic benefits Fairfax County will be reviewed and considered.
- b. **Exceptions/Deviations, Treatment of the Issues (15 points):** Offerors shall fully describe any exceptions or deviations or requested changes that Contractor has to the RFP terms, conditions, and requirements, including any changes proposed by the Offeror that substantially differs from the project scope described. In addition, consideration will be given to any new or innovative approaches, or specific new concepts included in the Proposal that would provide benefit to the County. Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.
- 17.7 The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for obtaining additional information or clarification about this RFP.
- 17.8 Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.
- 17.9 Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.
- 17.10 The County may cancel this Request for Proposal or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

### **18. INSURANCE:**

- 18.1 The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damages or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.
- 18.2 The County shall provide insurance coverage through membership in the Virginia Transit Liability Pool (VTLP) for the Fairfax Connector Bus System as follows:
- The Virginia Transit Liability Pool (VTLP) Administrator shall be responsible for handling any and all claims.

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- The annual deductible shall be reconciled annually by FCDOT utilizing VTLP records of payouts, minus recovery and billed directly to the Contractor. The annual deductible may be subject to change based on an annual analysis of prior year performance. If necessary, the deductible may be adjusted above or below the floor based on the actual average annual performance over a minimum 3-year period.
  - The Contractor shall annually establish an escrow account prior to the start of each contract year, to cover the annual deductible amount. The escrow account shall remain intact minus the annual reconciliation amount billed until all claims for the contract year are closed.
- 18.3 Commercial general liability coverage:
- The County shall provide commercial general liability coverage of \$20,000,000 per occurrence through VTLP.
  - The Contractor shall provide a self-insured deductible in the minimum amount of \$500,000 annually which shall include both automotive and general liability incidents. The Contractor will report all incidents regardless of perceived validity or worth in accordance with requirements of the County, VTLP and the National Transit Database.
- 18.4 Automobile liability coverage:
- Automobile physical liability coverage of \$20,000,000 per occurrence.
  - Uninsured motorist's coverage at minimum statutory limits throughout the life of the contract.
  - Automobile physical damage (collision and comprehensive) with a \$15,000 deductible; this deductible is not included in the minimum annual deductible listed above.
  - The automobile liability and physical damage deductibles shall be the responsibility of the Contractor. Any recovery from subrogation effort shall be credited to the appropriate deduction line item.
  - The VTLP Administrator shall be responsible for handling any and all claims.
- 18.5 Special Rules for specific types of accidents/incidents are as follows:
- Yard Accidents/Incidents - the Contractor shall bear 100% of the cost to repair the vehicle(s) and other property damage incurred. These costs will not count toward fulfillment of the annual deductible required above.
  - Bus on Bus – non-yard accidents: if multiple Fairfax Connector vehicles are involved in an accident, then the automobile physical damage deductible identified above shall be applicable to both vehicles.
  - With regard to the County-provided insurance coverage as listed above, the Contractor shall be responsible for the prompt reporting of all claims resulting from any action or operation under this Contract in connection with the contracted work. In addition, the County may at any time direct the Contractor to provide any or all of the coverage listed above. If the County decides to exercise this requirement, the associated cost will be mutually agreed to and documented in a contract amendment.
  - The Contractor has no authority to settle any liability claims, as stated above all claims are to be handled by VTLP.
- 18.6 The Contractor shall be responsible for providing any insurance coverage called for in this contract and not specified as County-provided above. With regard to insurance coverage not listed above, each Offeror shall indicate insurance expenses within its Cost Proposal on separate budget/cost lines by type of coverage.

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18.7 At a minimum, the Contractor shall provide the following coverage:

- a. Statutory Worker's Compensation and Employer's Liability Insurance in limits of not less than \$100,000/\$500,000/\$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
- b. For all non-revenue vehicles used for Task I – Start-up Transition or Task II – Revenue Service Delivery activities, both County-owned and non-County-owned, the Contractor agrees to maintain automobile liability, comprehensive, collision and uninsured motorist coverage that are identical to those listed in this RFP.
- c. A Fidelity bond or a Commercial Crime Insurance Policy with limits of not less than \$1,000,000 per loss.
- d. "All risk," fire, and property insurance coverage for all Non-revenue County owned equipment assigned to the Contractor under this contract, in an amount equal to the full replacement value of said equipment. The proceeds of all such insurance shall be used for the sole purpose of repairing or replacing the damaged or destroyed equipment.

Excess or Umbrella Liability Policy – Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

**Ratings of Insurers:**

- (1) The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the A.M. Best's Key Rating of A: VI or better.
- (2) European markets, including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement, provided that the Contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with A.M. Best's rating of A: VI or better.

Indemnification – Article 57 of the General Conditions and Instructions to Bidders shall apply.

18.8 Liability Insurance "Claims Made" Basis – If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with at least one of the two additional conditions listed below. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. However, the Contractor must either:

- Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the date on which the start of revenue service occurred.
- Alternatively, the Contractor must purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or by means of a copy of the endorsement itself.

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- 18.9 At least thirty (30) days prior to the start of revenue service, the Contractor shall provide an original, signed Certificate of Insurance and such endorsements as prescribed herein. In addition, the Contractor shall provide certificate of insurance documents annually (90 days prior to the start of each contract year) as verification that coverages are in effect.
- 18.10 The Contractor shall secure and maintain all insurance certificates of its subcontractors, which shall be provided to the County annually or for the duration of the sub-contractual relationship.
- 18.11 No change, cancellation, or non-renewal shall be made in any insurance coverage without a 45-day written notice to the County. The Contractor shall furnish a new insurance certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- 18.12 Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their provisions of the contract.
- 18.13 Contractual and other Liability insurance provided under this contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and by the subcontractors.
- 18.14 Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it for acts and omissions of persons directly employed by the Contractor.
- 18.15 Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 18.16 The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this contract.
- 18.17 The County, its officers, and employees shall be named as an "additional insured" by endorsement to the Automobile and General Liability policies, and it shall be stated on the endorsement that this coverage, "is primary to all other coverage the County may possess."
- 18.18 If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words, "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted or marked out.
- 18.19 Any additional insurance coverage deemed appropriate by the Contractor for the performance of this contract shall be deleted or marked out.
- 18.20 The Contractor shall at a minimum apply risk management practices accepted by the transit industry.
- 18.21 All policies obtained by the Contractor shall also name the Fairfax County and its employees/agents as additional insured's. From time to time, the County may direct that other entities be added as additional insured's.

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18.22 The Contractor shall, during the continuance of all work under the contract provide the following:

- a. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
- b. The Contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the Contractor, its subcontractors, and the interest of the County, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with the contracted work.
- c. The Contractor agrees to maintain owned, non-owned, and hired Commercial Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under either a standard Commercial Automobile Liability policy, or a Comprehensive General Liability policy.
- d. The Contractor agrees to maintain Professional Liability insurance in the amount of \$1,000,000 per claim to cover each individual professional staff.
- e. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
- f. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent before any work is started.
- g. The Contractor will secure and maintain all insurance certificates of its subcontractors, if any, which shall be made available to the County on demand.
- h. If the Contractor delivers services from a County-leased facility, the Contractor is required to carry property insurance on all equipment, to include County-owned installed and maintained equipment used by the Contractor while in their care, custody and control for the use of this contract. The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten (10) business days of demand by the County. These certified copies will be sent to the County from the contractor's insurance agent or representative.

**19. METHOD OF ORDERING:**

- 19.1 A Purchase Order (PO) shall be issued to the contractor on behalf of the County .to reflect appropriation of funds as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia. Performance under this contract is not to begin until receipt of the purchase order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed.

SPECIAL PROVISIONS**20. REPORTS AND INVOICING:**

- 20.1 The Contractor will submit operating data and related information to the specification and satisfaction of Fairfax County on a recurring and on an as needed basis (See below Paragraph 20.14 – Reports and Data Collection.)
- 20.2 Offerors should discuss their process for collecting and reporting operational and maintenance data and demonstrate their understanding of various daily data collection activities and reporting requirements. In addition, Offeror may also propose procedural or technical enhancements/innovations to the Scope of Work, which do not materially deviate from the objectives or required content of this Request for Proposals (RFP), to include but not limited to the following:
- As Fairfax County's requirements for data changes from time to time, the Contractor will assist in implementing revised data collection procedures and methods as established through new technology.
  - During the period of this contractual relationship, Fairfax County may provide access to the County's computer system(s) with privileges through permissions extended to various contractor staff.
  - Fairfax County staff has an interest in the timely and accurate submission of operational data and the Contractor shall report as much information as required in graphic formats. A copy of the current monthly report is provided as Exhibit: Sample Monthly Report. The Contractor will submit monthly operating reports in a format as directed by the County, and by such time and to specified parties as directed by FCDOT.
  - The Contractor will be responsible for accurate and timely completion of any requested data and/or forms at given time intervals. All data collected and/or reports generated must be prepared legibly and be typed or developed utilizing an MS Word or Excel (version 2010 or later) format and will be submitted electronically, unless otherwise requested by Fairfax County.
  - With each monthly report submission, the General Manager, Quality Assurance Manager and Division Manager will provide a written certification that the data contained in the report are an accurate and reasonable representation of the service performed and delivered. The report shall also include certifications by the Director of Maintenance, Division Maintenance Manager and the Safety and Training Manager that they have complied with the requirements for the contract and the tasks cited in this RFP.
  - The Contractor shall maintain all project records as requested by Fairfax County. The County retains the right to change any reporting requirements, as needed, to help maintain the reliability of the fleet and ensure the quality and efficiency of the services provided. At the conclusion of the contract, all records and documentation related to County owned vehicles, equipment and facilities will be provided to the County in a format of the County's choosing. Reports and supporting data and records are subject to initial review and approval by FCDOT.
- 20.3 Payment for Task I – Mobilization and Start-up (Transition) will be made on an actual cost not to exceed reimbursable basis upon submittal of the Contractor's itemized invoice with supporting documentation. All capital expenses including equipment (office and/or maintenance) and/or vehicles purchased under Task I shall become the property of the County at the time of purchase and will be properly inventoried, tagged, and date submitted to the County as required for its records. No reimbursement of acquisition expense shall exceed the vendor-invoiced price.

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The work included in the mobilization and start-up, shall consist of all labor, materials, and operations necessary for assembling and setting up for the project, including the following:

- a. Initial set-up and personnel cost including all other work, initial expenses and operations, which must be performed before beginning the work.
- b. Temporal field office, if applicable and as approved by FCDOT;
- c. Each price shall be full compensation for all necessary labor, equipment, materials, and all incidental works required.

20.4 Payments for Task II – Revenue Service Delivery (on-going management and operation) shall be made monthly upon the submittal of an acceptable invoice and an acceptable monthly report (Net 30 days). The monthly payment invoiced will be for the actual number of revenue hours of service operated during the month multiplied by the revenue service hour rate. The following shall apply:

- The Contractor shall not include within the actual number of revenue hours reported any hours that were not operated or missed trips. The Contractor shall track revenue hour and related mileage data based on the CleverCAD/AVL, Trapeze FX, RideCheck Plus, GFI, Fleet Focus systems, etc., and report all such instances of discrepancies or service not operated in accordance with the procedures described in this RFP. See below Paragraph 20.14 on Monthly Report Compilation.
- The Contractor will not be reimbursed or otherwise compensated for service not provided as a result of a work stoppage, adverse job action, or other labor action taken by the Contractor's employees. Also, the Contractor shall not be reimbursed or otherwise compensated for service not provided as a result of its' employees participating in any work stoppage initiated by affiliated unions (i.e. Metrobus unions at the West Ox facility).

20.5 Deductions for failure to perform according to contract requirements as determined by the County may be applied. The deductions that the County may apply to the monthly payment amount are described in Appendix E-2: Performance Standards, and per the requirements for each required area of responsibility as follows:

- Service Delivery Deductions – see reference Appendices D-1 to D-13 and E-1 to E-4 for failure to meet the requirements for provision of revenue service, and maintenance standards as outlined.
- Failure to perform and/or failure to meet required deliverables, as outlined in this RFP (See Special Provisions, Appendices and Performance Standards), shall result in the assessment of liquidated damages and deductions.
- Any liquidated damages, penalties and deduction assessed by the County shall reduce the total price of the contract by a like amount and shall be applied per to the corresponding monthly invoice.
- The amount of deductions is not a penalty but is a reduction in compensation to the Contractor for the failure of the Contractor to manage and operate the bus system as specified herein.

20.6 In the event of a failure to performance, gaps and deficiencies in the operations and management of bus services, the County shall notify the Contractor in writing with supporting data of performance problems with respect to the service and customer service standards. Deductions can be made with the first notification. The first notification will also indicate the intent of the County to monitor the problem area and possibly assess additional deductions.



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- The County shall cooperate with the Contractor to fully explore any concerns regarding the prevailing service and performance standards. The Contractor will take immediate corrective action(s) upon receipt of the first notification with respect to any problems identified by the County. Within ten (10) calendar days of notification the Contractor shall provide the County with a written acknowledgement, corrective action taken, and/or a corrective action plan to prevent any reoccurrence of the issue(s).
  - If the identified problem continues and/or a reoccurrence takes place, and if the problem is not resolved to the County's satisfaction within the time frame outlined by the County, the County may issue a cure notice or notification of intent to terminate the contract.
  - Fairfax County reserves the right to waive the imposition of deductions at its sole discretion. Waiver or failure to assess deductions in any circumstance does not negate or abridge the County's right to assess such deductions in the future, for the same infractions or for infractions of the Contract for which the County previously waived or failed to assess deductions. This provision shall not abridge or affect any other remedy that the County may have for any expenses that the County may incur in consequence of the failure of the Contractor to perform in accordance with the contract specifications.
- 20.7 The Contractor must maintain all books, records and accounts of all costs in compliance with generally accepted accounting principles and practices; and in accordance with federal and state regulations. The Contractor must submit to FCDOT, monthly statistical reports and an annual tabulated report.
- 20.8 The County will compensate the Contractor for satisfactory and complete performance of work under the Contract at the prices set forth in the Contract. The monthly amount invoiced shall be based on the actual number of revenue miles operated for that month per facility, itemized by route, less missed trips, and less liquidated damages.
- 20.9 Invoices should be submitted for FCDOT review by the 5<sup>th</sup> day of the month following the period in which the services were performed and must contain date, contract number, supporting documentation, and invoice amount. Payment will be made only for actual services that have been received. Payment of invoice (s) will be delayed if an invoice or supporting documentation submitted is incorrect or incomplete. In addition, the Contractor will adjust its invoice for any unfilled positions.
- Prompt payment discounts shall not be considered in the evaluation of proposals. However, any discount offered by Offeror will form a part of the contract award and will be taken by the County if payment is made within the discount period specified by the offeror. See Paragraph 24 in Appendix A: General Condition and Instructions to Bidders.
- 20.10 The Contractor must invoice FCDOT using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send each FCDOT an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:
- a. Contractor name;
  - b. The name of the County department;
  - c. Date of services;
  - d. The type of services and contract number; and,
  - e. The itemized cost for each item/service.
- 20.11 All payments made under this Contract shall not constitute a waiver of the County's right to audit, nor shall payments constitute a waiver or agreement by the County that it accepts as correct the billings, invoices or other charges on which the payments are based.

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- 20.12 County departments must receive monthly invoices by the 5<sup>th</sup> of each month following the month the Contractor provided the service. In addition, the Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 20.10, a-e. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

20.13 Certificates for Payment

Within five (5) days after the Contractor submit a receipt of the Contractor's application for payment, FCDOT will review to ensure that such amount as determine, is properly due including any reasons for withholding or adjusting a Certificate for Payment as provided in this contract. FCDOT may make any changes deemed necessary. While the Contractor is entitled to the payment in the amount certified by FCDOT, the recommendation of the Certificate of Payment due to the Contractor by FCDOT does not waive or limit the County's right to further adjust the amount of the payment due to the Contractor as determined to be appropriate by the County.

It is the Contractor's sole responsibility to furnish all required supporting documents for payment. For each month's Certificate of Payment, the Contractor shall prepare a written certification of verification that – the General Manager has reviewed the supporting materials and certifies them as correct and accurate in compliance with the requirements of the Contract.

In the event of a dispute over the assessment of deductions, any amount of the monthly billing not in dispute shall be paid according to normal payment terms. The amount in dispute shall be resolved in accordance with procedures outlined in the General Conditions and Instructions to Bidders.

20.14 Reports and Data Collection

**Monthly Report Compilation:** Ridership reports using APC and GFI data will be required to indicate ridership by route and day of the week. Manual counts for bike trips and mobility devices will be required on a weekly basis. Data will be collaborated with ITS data to ensure accuracy.

- Ridership data will be collected on all routes on a daily basis via the Automatic Passenger Counters (APC) and GFI farebox system. It will be the responsibility of Contractor to maintain and ensure that all vehicles are equipped with APC and farebox that are in good working conditions to meet the data collection needs of the County.
- The Contractor shall submit one printed and one electronic copy of required monthly reports to the County no later than the 7<sup>th</sup> day of the month after the reporting period month. See Exhibit: Sample Monthly Report.

**Staffing Level Reports:** The Contractor shall submit itemized staffing level reports by job function, job title, and full-time or part-time status for all staff assigned to the Contractor. This will include the staffing levels of subcontractors. The initial staffing level report shall be provided to FCDOT sixty (60) days prior to the start of revenue services. Subsequently, monthly staffing report will be provided to FCDOT. Payroll records shall serve as backup documentation for staffing levels.

The Contractor shall prepare a Monthly Operating Report using weekly operating data, which shall be submitted to the County with the monthly invoice on or before 2 p.m. on the second business day of the following month. The Monthly Operating Report shall include the monthly operating data indicated above and, at a minimum, the following additional reports:

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Bus Operator's Paddle shall include at a minimum but not limited to the following:

- Service date
- Vehicle number
- Driver name and number
- Line assignment
- Bus run number
- Bus block number
- Clock-in time
- Pull out time
- Pull out odometer
- In service time
- In service odometer
- Out of service time
- Out of service odometer
- Pull in time
- Pull in odometer
- Clock out time
- Fuel at start time
- Fuel at end time
- Fuel odometer

**Operating Statistics:** The daily statistics will be aggregated into a month-to-date basis and a report provided to Fairfax County no later than the fifteenth business day of the following month. In addition to the daily indicators, the following information must be included on the monthly report:

- Summary of operating data, including driving accidents, preventable and non-preventable accidents, and near misses for previous day.
- Number of late/missed trips for previous day and the cause.
- Number of late/missed pullouts for previous day and the cause.
- Percentage of trips missed.
- Number of strategic buses deployed into revenue service, the associated revenue miles and hours operated, and the number of passengers boarded or the reason why the strategic buses were not sent to the specific standby locations.
- Exceptions in regard to scheduled dispatcher, road supervisor and station supervisor staffing assignments.
- Number of late pull out (above 20 minutes) per day per route.
- Number and type of complaints received.
- On-time performance, and its corresponding scheduled and actual departure time.
- Identification of charter service hours operated during the period and for whom.
- Individual summaries of Operations Planning hours incurred, Community Service Hours expended, Charter hours operated, and Emergency Preparedness Hours incurred.
- Summaries of the status of "named positions" on duty, vacant and recruiting.
- Summaries of bus operator training by operator by hours expended by training module.

For the purposes of computing operational statistics, the actual vehicle revenue miles exclude: deadhead, operator training, maintenance testing, and special services including charter services, bus bridging, etc.

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The Contractor shall provide other operational data to FCDOT as follows:

- Monthly roster of all personnel (including mechanics, bus operators' seniority) indicating all FTEs, PTEs, etc.
- Monthly Report of Drug and Alcohol Testing.
- Monthly Operating Reports will include the BOCC performance and productivity reports for the prior month just completed.
- Total driver hours (clock in and clock out) by route.
- Total vehicle hours (in service and out) by route.
- Total vehicle miles (starting and ending odometer) by vehicle.
- In service mileage (in service odometer to out of service odometer) by route.
- Deadhead miles by route.
- Deadhead hours by route.
- Missed service (trips) by route.
- Cash fares by route and division.
- Vehicle failures by route (road calls).

**Maintenance Statistics:** The Contractor will provide a monthly report for each non-revenue vehicle that documents miles operated, preventive maintenance scheduled and performed, and any services performed, including miles between service interruptions as may be required by FCDOT. Maintenance statistics shall include revenue and non-vehicle vehicles. Maintenance statistics required include but not limited to the following:

- Maintenance/other and number of change-off's and cause.
- Number of completed and working PMI inspections.
- Number of 6,000-mile inspections overdue by bus number.
- Number of buses and the reason for buses out-of-service.
- Number of hard down vehicles, including the number of days the vehicle has been down, what the reason is for it being down, and when the projected work completion is expected. Reason for hard downs include: engine, transmission, differential, accident or other major repair work.
- Number of road calls per day and cause for each one. If a repeat maintenance problem occurs three times, the vehicle will be placed out of service until the repairs are made. In addition, Contractor will be required to submit a report summarizing their findings to Fairfax County.
- Data for the non-revenue vehicle fleet will be reported on an exception basis.
- Contractor shall provide any additional reports as required or determined by the County.

Vehicle Statistics shall include the following:

- Mean Distance Between Failures (MDBF)
- Number of Road/Service Calls by Division and Repeat Service Calls
- Vehicle Availability (Daily Down List)
- Number of days for out-of-service vehicles to return to service
- Farebox Status Report
- Fuel Usage
- Total actual vehicle revenue miles per vehicle
- Total actual vehicle revenue hours per vehicle
- Total scheduled vehicle revenue miles
- Actual maintenance costs by vehicle

**Warranty and Claims Report:** Monthly, the Contractor shall provide a detailed report on all warranty recovery and claims submittals to vendors for vehicles, parts and equipment under warranty, including claim denials and reasons for any such denials.

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**Trend Indicators:** The daily and weekly statistics should be aggregated to a monthly and year-to-date basis and a report provided to FCDOT no later than the 15<sup>th</sup> business day of the following month. This data must be submitted as part of the monthly operating report as specified in Special Provisions. In addition to the indicators above, the following performance indicators must be reported monthly; for the year to date, for the same month a year ago; and, for the same period a year ago:

- Mean Distance Between Failure (MDBF)
- Number and percentage of missed/late trips
- Number and percentage of missed/late pullouts
- Complaint Rate
- Accident Rate, broken down to indicate total accidents, preventable accident, near misses, and passenger accident ratios.
- Maintenance inspections scheduled/completed/failed by preventive maintenance interval level and bus number.

**National Transit Database (NTD) Reports:** The Contractor will provide Fairfax County with data for preparing the annual National Transit Database Report submission. Specifically, the Contractor will provide the following forms no later than August 31st of each year for the prior fiscal year or portion thereof and for each operating division compiled in the aggregate (S-10 and S-20 forms):

- Financial Data Requirements
- Service Data Requirements
- Safety Data Requirements, and
- Asset and Resource Data Requirements

Reports extracted from the ITS Clever Device system, including GFI, Fleet Focus, FleetWatch, etc., will become the standard data sources for all operational and maintenance reports including On-Time Performance, Ride Checks, Schedule Adherence etc.

**Reporting Service Disruptions (General):** Note – details protocols on service disruptions are provided in Appendix D – Bus Operations Control Center. In the event of a service disruption in which there are events or occurrences on or off the service property including, without limitation, collisions, fires, fatalities or injuries, or other emergencies whose potential impact on service requires close coordination of multiple activities, the Contractor shall designate a senior official to oversee management of the incident and to act as a single point of contact for the County with respect to the incident (the “Contractor Incident Commander”). In addition to Service Disruptions, any events or occurrences resulting in the use of bus substitution for commuter train service shall be treated in the same manner. The Contractor’s responsibilities will include but not limited to the following:

- In the event of a “major” service disruption, the Operations Manager or higher positioned official shall be the “Contractor Incident Commander” until the Contractor Incident Commander has been designated and is on-site.
- The Contractor Incident Commander shall have primary responsibility to manage the on-site response to the Service Disruption and its resolution and shall coordinate with the BOCC to ensure that the appropriate notification procedures are followed.
- The Contractor Incident Commander shall: coordinate alternative transportation, if necessary; oversee wreck cleaning; manage service restoration; and serve as contact with emergency responders and public safety officials.
- The Contractor Incident Commander may delegate these responsibilities to other qualified other Contractor Personnel, as necessary or appropriate.

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- The Operator shall follow the incident management, notification and reporting protocols set forth herein in this contract and as modified by the County.
- The Contractor will ensure that all initial information about an incident or event are effectively reported to the BOCC in accordance with the BOCC standard operating procedures.

**Incident Notifications:** In the event of an emergency, violation of the rules or any other incidents that cause delays or otherwise impact bus services, the Contractor shall notify the FCDOT on-call staff, notify the public through service alerts, investigate such delays and disruptions, and/or prepare reports. The County has established reporting standards, which the Contractor is expected to maintain and follow in an emergency. The Contractor shall ensure that the call tree protocols are followed 24 hours a day, seven days a week, as well as incident reporting to assist in this notification process.

**Accident Reports:** The Contractor shall comply with all BOCC standards regarding accident reporting and notification procedures set forth in this RFP, to include develop written policies and standards for preventable and non-preventable accident reporting to the County as part of its Safety Program requirements. The Contractors shall prepare written report for, but not limited to the following occurrences:

- Collision between a vehicle and another vehicle, person, or object.
- Passenger accidents, including falls with injuries, while passengers are entering, occupying, or exiting the vehicle including within 25 feet of the bus.
- Any incident which meets and/or exceeds the reporting thresholds of the National Transit Database Safety and Security reporting requirements to access required forms and reporting criteria.
- Disturbances, altercations, ejection, fainting, sickness (that requires medical attention), deaths, or assaults.
- Vandalism to the vehicle while in service which results in injury.
- Property damage which may impact service delivery or results in personal injury.
- Accidents the bus operator witnesses.
- Assaults (verbal and physical).
- Any passenger, driver or service complaint that arises from an accident.
- Passenger complaints of injury or property damage/loss or other circumstances likely to result in the filing of claims against the Contractor or County.
- Near misses defined as events where the contractor's operator or another vehicle operator or person in near proximity, acted to avoid the incident/accident.

#### **21. CHANGES:**

- 21.1 Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractors cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made, and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.
- 21.2 No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.

#### **22. DELAYS AND SUSPENSIONS:**

- 22.1 The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work.

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The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.

- 22.2 If the County does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. The County may extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 22.3 The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

**23. ACCESS TO AND INSPECTION OF WORK:**

- 23.1 The Fairfax County Purchasing Agent and using agencies will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation. The following access to records requirements apply to this Contract:
- 23.2 In accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the FTA, NVTC, DRPT or the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records.
- 23.3 The County requires the inclusion of these requirements in subcontracts.

**24. DATA SOURCES:**

- 24.1 The County will provide the Contractor all available data possessed by the County that relates to this contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.

**25. SAFEGUARDS OF INFORMATION:**

- 25.1 Unless approved in writing by the County Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the Contractor under the final contract.

**26. ORDER OF PRECEDENCE:**

- 26.1 In the event of conflict, the Acceptance Agreement (provided at contract award) and the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders, (Appendix A).

SPECIAL PROVISIONS**27. SUBCONTRACTING:**

- 27.1 If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Small Business and Supplier Diversity <https://www.sbsd.virginia.gov>; local chambers of commerce and other business organizations.
- 27.2 Upon contract award and issuance of NTP, the Contractor is required to provide the names, addresses, and personnel information of each subcontractor, that subcontractor's status as defined by Fairfax County as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided.

**28. NEWS RELEASE BY VENDORS:**

- 28.1 As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.
- 28.2 The Contractor agrees that he will not publish, cause to be published, or otherwise disseminate any information of whatever nature relating to any "Work" and/or "activities" being performed under this Contract, except as may be approved by the County in writing.

**29. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE COUNTY:**

- 29.1 The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with the County, nor shall the contractor, in any manner whatsoever, use the name, emblem or official seal of the County or any County agency or department, including Fairfax Connector, or any abbreviation of the name of County, in connection with its business or otherwise without the written permission of the County.

**30. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:**

- 30.1 Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.
- 30.2 Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

**31. DRUG-FREE WORKPLACE and ALCOHOL TESTING:**

- 31.1 **Drug Free Workplace Requirement:** During the performance of a contract, the contractor agrees to (1) provide a drug-free workplace for the contractor's employees; (2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (3) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (4) include



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the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this Article, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 31.2 **Drug and Alcohol Testing Requirement:** The Contractor, including any and all sub-contractors and consultants, shall agree to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with 49 CFR Part 655, 49 CFR Part 40, and 49 CFR Part 29 and permit any authorized representative of the United States Department of Transportation or its operating administrations; the Commonwealth of Virginia or its operating administrations; or, Fairfax County, Virginia or its operating administrations, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655, 49 CFR Part 40, and 49 CFR Part 29 and review the testing process.
- 31.3 The Contractor shall provide pre-appointment drug screening. The Contractor prepare a List of all persons occupying a "testing designated position (TDP)" who will be subject to random drug and/or alcohol testing. The Contractor, including any and all sub-contractors, vendors and consultants, drug and alcohol policy must include zero tolerance for positive results. Employees with a confirmed positive drug or alcohol test may not be used to perform work under this contract.
- 31.4 The Contractor, including all sub-contractors and consultants, agree further to certify annually its compliance with Part 655 before March 1st and to submit the Management Information System (MIS) reports annually before March 15<sup>th</sup> to FCDOT. See additional details in Appendix D –13: Drug and Alcohol Testing Program.

**32. PREVENTION OF SEXUAL HARRASSMENT IN THE WORKPLACE:**

- 32.1 The Contractor shall develop a clear policy on sexual harassment as it's relates to its employees and subcontractors and will maintain a workplace that is free of sexual harassment. The Contractor will ensure that any form of sexual harassment in the workplace will not be tolerated and shall enforce its sexual harassment policy and will provide training to its managers, supervisors, and employees to assist them in dealing sensitively and effectively with this important issue.
- 32.2 Any Contactor employee who believes he/she has been the victim of harassment on the basis of sex has the right to file a complaint with the County's Office of Human Rights and Equity and the Fairfax County Police Department. All complaints of sexual harassment will be investigated. Retaliation against an employee for filing a complaint is prohibited by law. All parties involved will be treated in a fair and impartial manner. Employee privacy and confidentiality will be protected to the extent permitted by law.
- 32.3 Prompt and appropriate action should be taken to prevent or stop incidents of sexual harassment. Employees who violate this policy will be subject to disciplinary action, up to and including discharge.

**33. EXCLUSIVE OF USE:**

- 33.1 The Contractor shall not enter into an agreement with any other party for use of equipment and/or personnel dedicated to this service. In the event that special circumstances may require the use Contractor provided dedicated equipment or assigned Fairfax Connector personnel by another party, the Contractor shall seek and get a written approval from the Director of FCDOT.

SPECIAL PROVISIONS**34. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS:**

- 34.1 It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign its right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case, shall such assignment of contract relieve the Contractor from its obligations or change the terms of the contract.

**35. KEEP KEY PERSONNEL TEAM INTACT:**

- 35.1 The proposed team included in the Proposal, including but not limited to the organizational structure, sub-consultants and other individuals identified as key personnel, shall remain on the team for the duration of the procurement process and, if the team is awarded the contract, the duration of the contract. If extraordinary circumstances require a change, it must be submitted in writing to the Chief of Transit Services Division or a designated FCDOT Point of Contact, who in his/her sole discretion, will determine whether to authorize a change; this includes all other personnel replacements during the life of the contract.
- 35.2 If any key personnel are replaced during the duration of the contract, FCDOT shall have the right to review and approve any new personnel. The Contractor shall notify FCDOT immediately of any changes in key personnel and provide FCDOT with the resume or other appropriate information for the new personnel to be assigned to the project. Unauthorized changes to the team at any time during the procurement process may result in the elimination of the team from further consideration without the County's approval.

**36. OWNERSHIP, USE OF DOCUMENTS. AND COPYRIGHTS**

- 36.1 Fairfax County shall retain complete and sole ownership of all operational data and documents prepared by the Contractor. Documents shall include, but are not limited to, data, surveys, studies, plans, policies, procedures, protocols, specifications, special provisions, models, and reports prepared by the Contractor in the execution of this contract, whether or not presented to the County or not by the Contractor. Ownership of the documents shall convey to the County and the right to use the documents as the County deems necessary. This provision shall also be applicable to any engineering firm or sub-consultant who performs work on the project on a subcontract basis to the Contractor.
- 36.2 The County shall have the right to transfer the ownership of all operational data and documents prepared by the Contractor to a third party governmental agency. Such a transfer of ownership will include the conveyance of all rights to use the documents as stipulated in this section. The transfer of ownership and copyrights for the documents to a third party governmental agency (as well as the County) shall in no way relieve the Contractor of their responsibility for their professional services as specified in this RFP.
- 36.3 Notwithstanding anything to the contrary all such plans, photographs, data, and copies have been prepared for the exclusive use of County and are intended for use as an integrated set for this particular project and are not suited for partial use on this project or for use in whole or in part on any other project. Modification or use of said data and documents on this or any other project without the Contractor's prior express written consent shall be at County's sole risk.

**37. AUDITS BY THE COUNTY:**

- 37.1 The Contractor is required to maintain compliance with all Federal, State, and Local regulations pertaining to the maintenance of transit vehicles. The Contractor's shall be subjected to audits by the County FCDOT, and/or third parties, including Federal authorities and other legal requirements when applicable.

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- 37.2 The Contractor shall adequately maintain books, records and documents of all costs and data in support of the services provided. Fairfax County or its authorized representative shall have the right to audit the books, records and documents of the contractor under the following conditions:
- If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs;
  - In the event of a disagreement between the contractor and the County on the amount due the Contractor under the terms of this contract;
  - To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Contractor's efficiency or effectiveness under this contract; and,
  - If it becomes necessary to determine the County's rights and the contractor's obligations under the contract or to ascertain facts relative to any claim against the Contractor that may result in a charge against the County.
- 37.3 These provisions for an audit shall give Fairfax County unlimited access during normal working hours to the Contractor's books and records under the conditions stated above.
- 37.4 Unless otherwise provided by applicable statute, the contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to the County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.
- 37.5 Fairfax County's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The Contractor shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require same to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work.
- 37.6 The Contract shall maintain electronic or digital copies of all records maintained and make available within 24 hours upon request by the County. The County or its auditor will need access to the following documents during this audit:
- All paid vouchers including those for out-of-pocket expenses, and other reimbursements supported by invoices, including Contractor's copies of periodic estimate for partial payment;
  - Paddles;
  - Claims payments – inclusive of any form of confidential settlements that pertains to this contract and that may relate to wrongful termination or workplace torts; sexual/physical abuse and molestation etc.;
  - Ledgers;
  - Canceled checks;
  - Deposit slips;
  - Bank statements;
  - Copies of all contracts and copies of any contract amendments/change orders related this this contract;
  - Insurance documents;
  - Payrolls;
  - Time sheets.

SPECIAL PROVISIONS**38. AUDITS:**

- 38.1 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 38.2 The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

**39. POST-PAYMENT AUDITS:**

- 39.1 Each invoice paid by the County shall be subject to a post-payment audit by auditors, whether internal or external, of the County.
- 39.2 The contractor shall provide full and timely cooperation with any post-payment audits or investigations hereunder. Such cooperation shall include, but shall not be limited to, the contractor's obligation to make available any relevant documentation and information for the purposes of a post-payment audit or an investigation at reasonable times and on reasonable conditions. The contractor shall require its employees, subcontractors and agents, if any, including, but not limited to, the contractor's attorneys, accountants or other advisers, to reasonably cooperate with any post-payment audits or investigations carried out by the County hereunder.
- 39.3 The Contractor agrees that, if the findings or circumstances of a post-payment audit or investigation so warrant, the County may, in its sole discretion, take any measures that may be appropriate or necessary, including, but not limited to, suspension of the Contract, with no liability whatsoever to the County.

**40. SAFETY OBLIGATION:**

- 40.1 All work performed under the contract by the Contractor, all sub-contractors, vendors or consultants will conform to this section and adhere to all safety precautions and programs in accordance with Occupational Safety and Health Administration (OSHA) and Virginia Occupational Safety and Health Administration (VOSH) Standards, requirements and standards set forth by the U.S. FTA's Office of Transit Safety & Oversight (TSO). This requirement applies continuously throughout the Contract performance and is not limited to regular working hours.
- 40.2 The General Manager and all other assigned staff shall ensure that all bus operators, mechanics, utility workers, safety and management staff, including all subcontractors or hired personnel performing work in or adjacent to, locations subject to bus service delivery and vehicular traffic receive appropriate training, including periodic update refresher courses, and comply with all current requirements for "transit safety standards."
- 40.3 The Contractor agrees to incorporate an ongoing work safety program for all new and existing employees working on this contract. All personnel with the limits of Fairfax County contract work are required to wear appropriate clothing and Personal Protective Equipment (PPE) including but not limited to hard hats, safety shoes, high visibility vests and eye protection as appropriate. The Contractor agrees to notify Fairfax County in writing within five (5) working days of receipt of any safety violations involving work on the County's project.
- 40.4 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, permits, resolutions and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

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- 40.5 The Contractor shall designate a responsible member of his organization at each bus operations and maintenance facility, whose duty shall be the prevention of accidents and the protection of material, equipment and other property. This person shall be the Contractor's Division Safety and Training Manager unless otherwise designated by the Contractor in writing to FCDOT.

**41. WORK STOPPAGE:**

- 41.1 It is the responsibility of the Contractor to provide and implement service levels as outlined by the County. Failure by the Contractor to provide service levels, as outlined by the County may result in the County assessing liquidated damages in the amount \$25,000.00 for each day that services are at a reduced level.

**42. OBLIGATION TO ACT IN AN EMERGENCY:**

- 42.1 In case of an emergency which threatens immediate loss or damage to property and/or safety of life, the Contractor shall act, at his discretion and risk, to prevent threatened loss, damage, injury or death. The Contractor shall notify the FCDOT of the situation and all actions taken immediately thereafter. If, in the opinion of the Contractor, immediate action is not required, the Contractor shall notify the FCDOT of the emergency situation and proceed in accordance with the FCDOT's instructions. Provided, however, if any loss, damage, injury or death occurs that could have been prevented by the Contractor's prompt and immediate action, the Contractor shall be fully liable for all costs, damages, claims, actions, suits, attorney's fees and all other expenses arising therefrom or relating thereto.

**43. FAILURE TO PERFORM:**

- 43.1 The FCDOT reserves the right to make the final determination as to whether the Contractor and its personnel meet the required service delivery standard, goals, objectives, and qualifications. The FCDOT reserves the right to request the services or removal of any personnel from this contract for any reasons, including, should said personnel fail to meet the required qualifications and performance requirements as defined herein or determine by the County.
- 43.2 Weekly, Monthly or Quarterly Reporting must be timely, consistent, and accurate. Including timely response to complaints, reporting of incidents, road calls and missed trips to the County. Liquidated damages will be charged for failure to accurately report performance failures by the Contractor. The County will assess \$1,000 per occurrence per day for Administrative Failure to Perform.

**44. FORCE MAJEURE:**

- 44.1 Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of God, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor. Labor actions shall not be considered or classified as Force Majeure.

**45. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**

- 45.1 Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information may not receive an award.

SPECIAL PROVISIONS**46. FEDERAL CHANGES:**

- 46.1 The Contractor is required to comply with all applicable FTA regulations, policies, procedures and directives (in accordance with Federal Changes F49 CFR Part 181), including without limitation those listed directly or by reference in this RFP, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**47. FEDERAL CONTRACT ASSURANCE: 49 CFR PARTS 26.13(a)**

- 47.1 Fairfax County shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of FTA assisted contracts. The Fairfax County DBE Program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to Fairfax County of their failure to carry out its approved program, the Department may impose sanctions as provided for under §26.101 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

**48. NO GOVERNMENT OBLIGATION TO THIRD PARTIES:**

- 48.1 The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

# **ANNEXES 1-3**

**ANNEX-1****STATEMENT OF NEEDS AND SUBMITTAL REQUIREMENTS****1. STATEMENT OF NEEDS:**

The offeror shall agree to perform fixed route service delivery as follows:

- a. Provide public transit services, manage, and operate fixed-route bus service; appropriately maintain a Fairfax County owned fleet of vehicles in compliance with applicable laws, FCDOT requirements, policies, and vendor specifications and standards, to ensure the fleet operates according to the schedules established by FCDOT. The Contractor shall also provide, operate, and maintain all equipment and vehicles necessary for operations and maintenance support and supply an appropriately trained workforce.
- b. Develop detailed Transit Service Plan; Safety Management Plan; Quality Assurance Program; Work Plan; Facilities Management Services (Optional Items Included); Personnel Training Program; Safety and Security Plan; Customer Service Plan; Maintenance Plan, etc. as required in this RFP.

Note: The Transit Service Plan shall include details of all bus service, staffing strategies, revenue collection, operational plans, an attendance control policy and employee work rules and policies. This plan must comply with all FTA guidelines, APTA recommended or best practices, and other applicable federal, state and local regulations and industry guidelines for fixed route bus transit operations.

- c. Develop written policies and procedures to be included as appendices to the Technical Proposal (five copies of each requested document should be provided and included with the original of Package No. 1 – Technical Proposal.) These policies should include, but are not limited to the following:
  - Drug and Alcohol Test Program
  - Quality Assurance Program
  - Training and Certification Program
  - Personnel Practices and Policies
  - Vehicle Maintenance Program
  - Safety and Security Plans
  - Emergency Protocols/Continuity of Operations Plan
  - Other required safety and operational plans referenced elsewhere in the RFP.
- d. Offerors shall provide details on how offeror will hire, train, supervise, manage and motivate professional bus operators, maintenance staff, street and station supervisors, bus controllers and dispatchers, management and supporting staff using clean and well-maintained transit coaches.
- e. Offerors shall demonstrate a shared commitment in providing operational services and in the delivery of Fairfax Connector bus service in such a way that it is recognized as “model” operations, and as one of the nation’s best bus operating systems, which complement and enhance the reputation of Fairfax County as a preferred location to live, work and raise a family in the United States.
- f. Prioritize safety, service quality and reliability of the Fairfax Connector bus systems, to help maximize ridership, minimize peak vehicle fleet requirement, optimize the number of scheduled revenue hours, increase passenger revenues, maximize positive customer service experience, minimize negative customer comments, minimize fuel consumption, works cooperatively with the County to protect the environment, assists in reducing the carbon footprint and provides service at a reasonable cost to the County within the competitive range of existing contract service operations in the Washington Metropolitan Region.



**ANNEX-1****STATEMENT OF NEEDS AND SUBMITTAL REQUIREMENTS**

- g. Provide public transit services that is attractive to the citizens of Fairfax County and the Washington Metropolitan Region as an alternative to single occupancy vehicle travel.
- h. Proposed options or innovative alternatives that suggest ways to improve the Fairfax Connector's service operations, and aid FCDOT in meeting stated operational and administrative constraints or requirements in compliance with all local, state and federal regulations.
- i. Provide facilities operations and management services for County owned bus operating and maintenance facilities. These services are considered optional and may or may not be rendered to the successful offeror.

**2. CORE REQUIREMENTS:**

The Contractor shall be solely responsible for implementing, maintaining and sustaining performance of the core requirements of this contract. Example of core areas of responsibility shall include, but are not limited to, the following:

- Management and Supervision;
- Operations Parameters;
- Bus Operations Control Center (BOOC);
- Vehicle maintenance program (revenue vehicles, non-revenue vehicles, fluids, tires, support equipment, warranty and claims, etc.);
- Quality Assurance;
- Training and certification;
- Customer Service;
- Drug and Alcohol Testing;
- Emergency Preparedness;
- Energy Management/Air Quality Compliance;
- Administration and Human Resources;
- Operations Planning;
- Data and Reporting;
- Fare Revenue Collection;
- Safety and Security;
- Special Needs Populations Planning.
- Hazardous spill treatment and recovery, etc.

**3. CONTRACTOR'S PROPOSED GOVERNANCE MODEL**

- a. Relationship management approach – Offeror's approach to governance and management of the overall relationship between Contractor and the County. This section should include a description of the offeror's best practices for relating to and interacting with its customers generally, and FCDOT specifically. A description of where and how offeror proposes to interact and communicate with FCDOT. It should also include an organizational diagram illustrating Contractor's proposed relationship and service delivery management roles (including names) and functions, and important third-party relationships. The location of the management resources should be specified. The organization diagram should indicate:
  - How will the team (relates to offeror's broader organization (showing lines of authority); and
  - Communication process between or among any regional and central service delivery organizations.

Bus service delivery to include the offeror's approach to management and oversight of quality bus service delivery across all service components and locations.

**ANNEX-1****STATEMENT OF NEEDS AND SUBMITTAL REQUIREMENTS**

Contract management and administration of all contractual aspects of the parties' relationship under the negotiated agreement, including personnel, safety, financial and commercial management, administration of change control, functional management, and risk and compliance management.

- b. Issue resolution and dispute management – offeror's proposed process for ensuring that unresolved issues are escalated in an expedient and appropriate fashion and for the timely resolution of disputes between the parties without resorting to formal proceedings.

**4. STATEMENT OF QUALIFICATIONS:**

The statement of Qualifications must include a description of organizational and staff experience, resumes of proposed staff, and staffing plan.

**Organizational and Staff Experience:**

- a. Discuss the offeror's qualifications and experience. Contractor must demonstrate substantial knowledge of bus operations, including extensive experience in operating fixed route bus systems, operational performance and quality management, vehicle maintenance, safety and contract compliance.

**Firm's Qualifications:**

- a. Offeror's understanding of the requirements of operating and maintaining Fairfax Connector bus services. Describe in detail, the qualifications and ability of the firm to perform in accordance with the performance standards in this RFP. This will include information regarding your firm's experience with safety and reliably providing services of a similar scope and size through demonstrated record of fixed route contract performance achievement, contract compliance, contract completion and contract renewal utilizing appropriately qualified and experienced personnel by current and previous clients.
- b. References: Special notation must be made of similar or related programs performed and must include organization names, addresses, names of contact persons, and telephone numbers for such reference.

**Key Personnel:**

- a. Offeror will identify by name, title and specific responsibilities the Key Personnel who will be assigned to this Project. As a guide, Key Personnel – to this Contract, includes General Manager; Director of Maintenance; Assistant Director of Maintenance; Maintenance Managers; Manager of Safety and Training; Division Managers; Division Operations Managers; Quality Assurance Manager; Customer Service Managers; and BOCC Supervisors. Key Personnel will be an important factor in evaluating proposals. Changes in key personnel prior to proposals review and contract award may be cause for rejection of the proposal.
- b. The offeror shall set forth in its proposal the names, titles and contact information of the key personnel the offeror will use to perform the work under the proposed contract. Their resumes shall be included. See Appendix E-1: Key Staffing Requirement, for required qualifications for the key personnel. Each resume shall be limited to two pages in length.
- c. All key personnel assigned to this contract shall be experienced and trained in all appropriate aspects or applicable areas of urban public transit operations and management and be 100% committed to this Contract. A 100 % commitment means that an individual is fully dedicated to Fairfax Connector except for periods of annual vacation, formal training sessions, and unscheduled absences; and shall not work for another company on the Contractor's behalf.

**ANNEX-1****STATEMENT OF NEEDS AND SUBMITTAL REQUIREMENTS**

- d. Resumes of key personnel, and management of proposed subcontractor and consultants, indicating education, background, recent relevant experience with the subject matter of the project are required. Current telephone numbers must be included as well as two professional references each. Information about experience should include direct experience with the specific subject matter and how it relates to transit or transportation service delivery. Personnel experience must be demonstrated in an individual's resume and relevant certifications as it pertains to a position. Failure to submit a resume for each named position may affect a Contractor's proposal.
- e. The personnel named in the technical proposal will remain assigned to the project throughout the period of this contract. No diversion or replacement may be made without prior written approval of FCDOT, and submission of a resume of the proposed replacement with final approval being granted by the County.
- f. In addition to any pre-employment and employment criteria required by the Contractor, the County shall also require that any proposed employee applicant or employee of the Contractor or subcontractors meet all prescribed requirements in this RFP.

**Staffing Plan:**

- a. A staffing plan is required which describes the Offeror's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to the contracting organization, and amount of time to be devoted to the project. This includes Consultants as well as regular employees of the offeror, if relevant.
- b. The staffing plan must identify approaches and methods on how the work described in the RFP will be aligned and accomplished. In addition, pay attention to the qualifications and diversity of the resident management team and the senior and/or executive team. That include the corporate support and their collective and each individual's relevant experience managing and operating fixed-route urban transit bus service in a comparable contracting environment, service level and service area.
- c. Full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work on this project should be identified, including their current employment status with the Offeror. Contractor must provide information showing the composition of the tasks or functions, its specific qualifications, and recent relevant experience. Information which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. It is mandatory that this section identify the key personnel who are to work on the project. Consideration will be given to the quality of the proposed staff plan, and those resumes demonstrate the required education and experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.
- d. Human Resource Management (approach and commitment) – the approach to recruiting and retaining personnel, commitment to current qualified Employees in terms of wages, seniority, fringe benefits, working conditions and recognition of tenure with the Fairfax Connector regardless of prior contractor employment including mechanisms for achieving employee continuity, recruitment and retention.

**ANNEX-1****STATEMENT OF NEEDS AND SUBMITTAL REQUIREMENTS**

- e. The contractors shall not employ any person with a criminal record that may pose a risk to passengers, County employees or property.

**5. UNDERSTANDING OF THE PROBLEM AND TECHNICAL APPROACHES:**

- a. Statement and discussion of the requirements as they are analyzed by the offeror, including description of the Offeror's and sub contractor's qualifications in accordance with RFP requirement. Demonstrate your firm's understanding of the problem and layout its proposed technical approach.
- b. Offeror's proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving project objectives.
- c. Preliminary layouts, sketches, diagrams, other graphic representations, calculations, and other data as may be necessary for presentation, substantiation, justification or understanding of the proposed approaches and program.
- d. Offeror should demonstrate an awareness of difficulties, challenges and opportunities in the completion of this undertaking, and articulate a plan for surmounting them or how such situations may be addressed or overcome. Special attention should be given to Offeror's approaches and methodological issues that will be encountered during the life of this contract.

**6. PRELIMINARY WORK PLAN (OPERATIONS PLAN):**

- a. The offeror must present a description of the phases or segments into which the proposed program can logically be divided and performed, together with flow charts. The technical narrative should address the Statement of Needs separately and responses should be keyed to appropriate paragraph numbers. This section should also contain a discussion of any changes proposed by the offeror that substantially differs from the project scope described in these Special Provisions. This section should include detailed descriptions of activities that are to occur, significant milestones, and anticipated deliverables.
- b. Offerors must provide a comprehensive detailed service operations plan to include a discussion of the following: personnel recruitment processes and procedures (including criteria for utilizing existing service employees and new employee hiring and retention); facility considerations (selection, utilization, functionality); day-to-day operating approaches, considerations and key issues; procedures for handling emergencies and unforeseen situations relative to transit operations (e.g., traffic congestion, accidents).
- c. Offerors should demonstrate their capability to complete service start-up activities in time to commence service operations on July 1, 2019 and should demonstrate their knowledge and experience with maintaining a smooth-running operation. Offerors should provide a detailed implementation schedule that demonstrates how the start-up will be implemented.
- d. Operations Plan that demonstrates how your firm will deliver the services as described in this RFP. An Overall approach to performing or delivering bus services that demonstrates an understanding of the issues and the discussion (presentation) and commitment to a realistic approach to be adopted and implemented, including addressing challenges and recognizing opportunities presented in this RFP through the quality of the technical proposal.
- e. Special emphasis will be placed on the depth of the response to startup and transition operation and on-going operations, especially the details of the Offeror's proposed processes, approaches and methodology to implement all the requirements of Appendix C: Detailed Description of the Service and Appendix D 1-13: Revenue Service Delivery.
- f. The Offeror's proposal will identify and set out offeror's proposed governance model with a corresponding organization chart to foster timely and effective communications and interactions between Contractor and FCDOT. The proposed governance framework should

**ANNEX-1****STATEMENT OF NEEDS AND SUBMITTAL REQUIREMENTS**

enable the county and contractor to work in a cooperative, productive manner and help position the department of transportation to achieve both its long-term strategic goals and shorter term tactical objectives for its relationship with Contractor.

- g. **Supplemental Information:** Equipment Purchases – The offeror shall provide a detailed description, justification, and cost estimate for any proposed equipment purchases including office equipment, office furniture, operations support equipment, maintenance tools and maintenance support equipment, etc. The offeror shall also identify if the additional equipment proposed is included in the revenue hour rate. In addition, a detailed description, justification, and cost estimates are required for the proposed purchase of any non-revenue vehicle(s) that would be in addition to those listed in the Non-Revenue Vehicles exhibit.

**Maintenance Plan:**

Provide a maintenance plan for revenue and non-revenue vehicles, equipment maintenance, tires, parts, warranty management etc., which addresses the requirements outlined in this RFP. Maintenance Plan will outline in detail, how the Offeror will continuously maintain the buses and subsystems provided by the County. Provide a realistic program approaches and plans based on industry best practices, including detailed internal, external and third-party programs to help implement and sustain the Fairfax Connector's Fleet Management Program. The Offeror's Maintenance Plan should include outline specific actions and work activities necessary to ensure that a high-level of vehicle maintenance is sustained throughout the duration of this Contract. The Offerors should discuss their warranty management and claims processes, including how they will incorporate quality assurance into their overall maintenance program. See Appendix D-3: Vehicle Maintenance Program and Appendix D-6: Quality Assurance Program.

**Training and Certification Plan:**

Submit a detailed a Training Plan for all personnel – i.e., Bus Operators, Mechanics, BOCC Controllers and Dispatchers, Training Instructors (trainers) and supervisory personnel ("management"). All training certification programs for operations, safety, and maintenance programs will meet transit industry and position specific standards. The training plan should address how internal or external trainings will help address internal promotion and retention of employees of employees. The Contractor may provide training solutions to include apprenticeship program for maintenance and operations personnel. Offerors shall provide copies of all training protocols and a schedule to the County demonstrating how personnel including drivers, call center personnel, mechanics and other support personnel, as applicable, will be trained and tested prior to the start-up of service operations. See Appendix D-5: Training and Certification Program.

**Quality Assurance Plan:**

Provide a Quality Assurance Plan that fully demonstrates an understanding of the operational requirements and potential problem areas of Fairfax Connector bus system, including the County's expectations, operating model, both unique and successful experience and the methods, procedures and resources to be assigned. The Quality Assurance Plan should articulate a well-thought out approach to quality management, methods and practices, including system-wide risk control factors and mechanism to identifying and responding to trends, which may affect vehicle reliability, customer services, policy compliance, vehicle maintenance, etc. The Contractor quality assurance plan must be realistic to providing quality assurance oversight of the bus fleet maintenance, ensuring that a safety-first culture is attained and maintained, and enhanced customer service. The Contractor must note how it will verify inspection operation instructions to ascertain that audits, inspections and acceptance procedures. Especially how the Contractor shall identify gaps, deficiencies and promptly ensure correction of any conditions or processes that may result deficiencies. See Appendix D-6: Quality Assurance Program.

**ANNEX-1****STATEMENT OF NEEDS AND SUBMITTAL REQUIREMENTS****Consultant and/or Subcontractor Assistance:**

For both Task I – Start-up/Transition and Task II – Revenue Service Delivery, the offeror shall provide the estimated consultant hours of effort and the resulting consultant expense. A breakdown of the consultant expense is required, and it must include a listing of direct labor and labor overhead costs, including the number of man-hours by function and the applicable actual or average hourly rates, overhead rates, and supporting schedule; the travel and per diem or subsistence costs, if any, supported by a breakdown of fee or profit; and a breakdown of other expenses, such as clerical support, other overhead costs, and supplies.

**Record Management Solution Description:**

Offerors must demonstrate thorough understanding of the contractual requirements, deliverables and specific obligations throughout all levels of service delivery and the Contractor's personnel to include how all personnel will be trained and educated on the contractual requirements and procedures as they relate to their respective positions.

Offerors shall propose their solution for electronic documentation and digital archive system for record retention and management. As part of their Technical Proposal, the offeror shall submit information about its proposed solution and plan for an electronic documentation and digital archive systems, including security features. The system shall be capable of scanning, storing, using storage media access, including index searchable criteria. The proposed system shall be accessible by the County.

Discuss any ideas, innovative approaches, or specific new concepts included in the Proposal that would provide benefit to the County. Outline solution approaches that would be undertaken in providing the requested services, including summary description of major tasks and subtasks as outline below. The Offeror's explanation of technical approaches, processes, and methods, and outline of the proposed solutions or programs for executing the requirements of the technical scope and achieving objectives and desired outcomes. This section should also contain a discussion of any changes proposed by the Offeror that substantially differs from the project scope described in this RFP. Visuals and data and graphic presentation, substantiations, justifications, understanding of proposed solutions, approaches, and programs. An outline of the areas that should be covered in the Solution Description includes (but not necessarily limited to):

- (1) Overall approach to performing the service;
- (2) Approach to recruiting and retaining personnel;
- (3) Use and identification of any subcontractors;
- (4) Unique processes Contractor must perform the required Services or Service Delivery;
- (5) Methods to improve productivity (without impacting quality);
- (6) Systems the Contractor intends to utilize in the provision of the Services or Service Delivery;
- (7) Identify methods the Offeror will use to ensure quality control as well as budget/cost control for the services;
- (8) Approach to training and maintaining currency it "best practices" in the performance of the Services or Service Delivery as required in RFP;

**ANNEX-1****STATEMENT OF NEEDS AND SUBMITTAL REQUIREMENTS**

(9) Any other information that the Contractor believes would provide a clear picture of “how” Contractor will provide service; and

(10) Any market-place differentiators that the County should be aware of.

**Preliminary Written Policies and Procedures:**

Offerors shall submit copies of all available written policies and procedures to be included as appendices to their Technical Proposal (a copy of each requested document should be provided and included with the original of Package No. 1 - Technical Proposal). These policies should include, but not be limited to the following:

- (1) Drug and Alcohol Policy;
- (2) Injury and Illness Prevention Program;
- (3) Personnel Practices and Policies;
- (4) Safety Plan;
- (5) Vehicle Maintenance Procedures (include with Maintenance Plan);
- (6) Emergency Protocols; and
- (7) Fatigue management

**7. PAST PERFORMANCE:**

The offeror shall set forth in its proposal its past performance on at least three (3) comparable contracts, and not more than five (5), for operations and maintenance services that are similar to those contained in this RFP. Include name, title and contact information of the contracting official, or equivalent role, for each contract reported. Further, include the name of the company or entity holding the contract, contract number, dollar amount and period of performance. Each past performance report shall be limited to two pages in length.

Note: Past performance will be assessed through the results of reference checks. Past performance references will be contacted, and responses will be accessed. Proposers must provide:

- (1) A complete 5-year history of Contract awards, renewals and non-renewals for similar projects;
- (2) A complete history of Contract Violations (i.e., liquidated damages, etc.), Cure Notices, and Termination on similar projects; and
- (3) A discussion of your firm's responsiveness in addressing and correcting problems.

**8. CORPORATE ENGAGEMENT:**

Offeror will provide a narrative describing benefits that may accrue to the local community as a direct or indirect result of the Contractor's performance of this contract. This is to include the identification and viable utilization of any local subcontractors or consultants; commitment to the Fairfax County Community through corporate commitments, resident team participation, adoption of programs/activities, and community service hours and participation.

**9. PROPOSAL CLARITY AND TECHNICAL SUFFICIENCY / EXCEPTIONS:**

The offeror's proposal shall be thorough and of sufficient clarity to support evaluation and establish qualifications to in. The Technical Section Instructions including detail of technical approaches and methods to improve productivity (without impacting quality), including deviations, limitations and exceptions in accordance with this RFP.

**ANNEX-1****STATEMENT OF NEEDS AND SUBMITTAL REQUIREMENTS****10. EXCEPTIONS/DEVIATIONS, TREATMENT OF THE ISSUES:**

- a. Discuss any exceptions or deviations or requested changes that the Offeror has to the RFP Special Provisions, terms, conditions, and requirements. If there are no exceptions noted, it is assumed the Offeror will accept all conditions and requirements identified in the Special Provisions, Exhibits, Attachments and Appendices. Items not excepted will not be open to later negotiation.
- b. Offeror may also comment if deemed appropriate, on any aspect of the Request for Proposal, including suggestions on possible alternative approaches to the coverage, definition, development, and organization of the issues presented in the Background, Appendix C: Detailed Description of Services; Appendix D 1–13: Revenue Service Delivery; Appendix E: Performance Standards; and may propose alternative approaches.
- c. In this section, the offeror may also comment if deemed appropriate, on any aspect of the Request for Proposal, including suggestions on possible alternative approaches to the coverage, definition, development, and organization of the issues presented in the “Statement of Needs” section, and may propose alternative approaches.

**11. ATTACHMENTS TO THE PROPOSAL:**

- a. Attachments to the Proposal may include any relevant or pertinent information that is required. The information considered by Offeror to be pertinent to this project, and which has not been specifically solicited in any of the sections may be placed into a separate attachment. There is no limit to the page count for attachments. However, Offerors are cautioned that this does not constitute an invitation to submit large amounts of extraneous materials. Unnecessary information or irrelevant will not be review or considered.

**12. FINANCIAL STATEMENTS:**

- a. The offeror shall provide audited financial or income statements and balance sheets from the most recent three (3) reporting periods.

**13. COST PROPOSAL INSTRUCTIONS:**

- a. The offeror must submit a cost proposal in a separate binder fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee (See Attachment B – Detailed Price Schedule Sheet).



**ANNEX-1****STATEMENT OF NEEDS AND SUBMITTAL REQUIREMENTS****b. Pricing Schedule:****Task I – Mobilization, Startup and Transition:**

Transition start-up and revenue operations as follows: West Ox; Huntington; and Herndon. Proposal shall include all additional data for each cost item, consisting of all the requirements of Task I.

**c. Task II – Revenue Service Delivery:**

For Task II – Revenue Service Delivery, the total price will depend upon the total number of annual budgeted revenue hours provided. Revenue hours may go up and down based on funding allocations.

All Options and Parts must be included in the cost per revenue hour in annual hourly rate, including any additional costs for providing for each contract year Community Service Hours, Emergency Preparedness Hours, Contingency Hours and Running Time Assistance revenue hours.

Proposals shall provide a cost breakdown for facilities management (including optional task items.)

**c. Project Budgets:**

For both Task I, Start-up/Transition and Task II – Revenue Service Delivery, each Offeror shall provide a summary of estimated project expenses using the expense categories and line item descriptions. In presenting its budget, the Offeror shall also provide a statement regarding the cost assumptions that it has made in developing the budget projections. As additional justification for Task II – Revenue Service Delivery expenses, the Offeror shall state the total number of revenue hours, revenue miles, platform hours, and platform miles that will result from the operation of the scheduled bus service described in Appendix C - Detailed Description of the Service. Moreover, for each Task II – Revenue Service Delivery line item expense, the Offeror must show the percentage amount of that expense included in the price per revenue hour.

With regard to employee expense, for both Task I – Start-up/Transition and Task II – Revenue Service Delivery.

- d. In addition to the costs by employee class, including the total labor overhead cost for each employee class shall be shown in the project budget, along with the overhead cost associated with providing materials. For each of the employee classes, the offeror shall also provide: number of full-time equivalent personnel; the total annual pay hours; the assumed total annual costs and assumed percentages of total annual wages (or other justifications) used to calculate costs and fringe benefits; and the starting wage rate, wage progression scale, and average wage rates for the hourly employees.
- e. Offerors must clearly distinguish in their price proposal any value-added items, systems, methods, equipment, and or facilities not required in this RFP that are included in their pricing proposal. For items, systems, methods and equipment, and/or facilities not requested in this RFP and that the Offeror believes would be advantageous to the County, but not part of the Offeror's price proposal, pricing data must be provided separately.
- f. Reasonableness of priced proposal(s) within the competitive range of all proposals and current contractual service costs within the Washington Metropolitan Region and which is submitted in accordance with Special Provisions, COST PROPOSAL INSTRUCTIONS.

**ANNEX-1****STATEMENT OF NEEDS AND SUBMITTAL REQUIREMENTS**

- g. All proposed pricing schedule shall follow the table below for the entity of this contract:

| Price Tiers       | Minimum Hours | Maximum Hours | Existing Service Level | Proposed Implementation Timeline (Year) | Huntington | Reston-Herndon | West Ox |
|-------------------|---------------|---------------|------------------------|---|------------|----------------|---------|
| <b>Tier One</b>   | 700,000       | 800,000       | 785,291                | Present                                 | 331,061    | 272,184        | 180,640 |
| <b>Tier Two</b>   | 8000,001      | 900,000       |                        | 2021                                    | 354,850    | 291,284        | 181,730 |
| <b>Tier Three</b> | 900,001       | 1,000,000     |                        | 2025                                    | 375,080    | 291,284        | 302,379 |
| <b>Tier Four</b>  | 1,000,001     | Above         | --                     | --                                      | --         | --             | --      |

Note: All service improvements are based on assumed future funding that has not been identified

**14. TRANSITION APPROACH:**

Contractor's proposal must contain a Transition (i.e., mobilization and start-up) approach document which describes how Contractor intends to implement its Solution and migrate the functions comprising the Services from the "as-is" Operating Environment while minimizing risk and disruption to the County, including a description of any initial transformation efforts Contractor has offered to carry out as part of the Transition and the principal objectives and committed results of those transformation efforts.

**15. INITIAL MOBILIZATION AND START-UP PLAN**

An initial mobilization and start-up plan shall be submitted as part of offeror's response to this RFP. The work associated with this section of the RFP shall be organized into two principal tasks as follows:

- Task I – Mobilization and Start-up
- Task II – Revenue Service Delivery

**16. RECRUITMENT PLAN INCLUDING HIRING AND TRAINING PROCEDURES OF ALL OPERATING, MAINTENANCE, AND ADMINISTRATIVE PERSONNEL REQUIRED FOR THE SYSTEM:**

- a. The offeror shall provide a plan on how it will hire existing workforce positions (bus operators, dispatchers, controllers, technicians, mechanics, clerks, etc.). Note: The successful offeror is not required to hire existing workforce positions who do not meet it requirements but will provide a plan on how it plan to fill such positions. The successful offeror will honor existing labor agreements. Certain key (named) positions are subject to FCDOT approval. See Annex 2, paragraphs 9 through 14.
- b. The offeror will provide a plan on the number of workforce positions to be established by the Contractor, by category and division, shall be as follows:
  - Bus Operations (Operators, BOCC Controllers, Field Supervisors, etc.);
  - Maintenance (Mechanics, Technicians, Supervisors, etc.);
  - Safety and Training;
  - Quality Assurance;
  - Customer Service; and
  - Management.

**ANNEX-2****IMPLEMENTATION MILESTONES****1. TASK I – MOBILIZATION AND START-UP:**

- 1.1 The Mobilization and Start-Up Plan will be delivered to the County no later than 25 days following notice to proceed. Throughout the mobilization and transition process, there shall be reviews by the successful offeror with the County, and the successful offeror's completion of each milestone shall be subject to County's approval. Prior to commencement of the services, the successful offeror shall perform a full operational readiness review to demonstrate to FCDOT's reasonable satisfaction that successful offeror is ready to perform the services consistent with the requirements under the Contract, including the RFP.
- 1.2 The offeror's proposal must contain a clear Transition (i.e., mobilization and start-up) approach document which describes how Contractor intends to implement its solutions and migrate the functions comprising the services from the "as-is" Operating Environment while minimizing risk and disruption to the County, including a description of any initial transformation efforts Contractor has offered to carry out as part of the Transition and the principal objectives and committed results of those transformation efforts.
- 1.3 Mobilization and Start-up including transition activities shall involve all preparations necessary for the successful organization, planning, preparation, training for the execution and implementation of continued operation of revenue service. Start-up is the transition period before the actual start of revenue service operations under this contract from the existing contract.
- 1.4 The contractor shall develop a detailed Mobilization and Start-Up Plan that includes a mobilization schedule and plan to implement the transition of facilities, vehicles, and equipment necessary to perform the Scope of Work under the Contract. The schedule and plan will include a detailed startup task list to ensure service is initiated according to the date determined by the County. The startup plan and schedule shall include, but not be limited to:
  - Move into the County provided bus operations and maintenance facilities at West Ox, Huntington, and Reston-Herndon;
  - The provision of any equipment deemed necessary but not provided by the County;
  - Transition of revenue vehicles from the incumbent contractor;
  - Recruitment, hiring and training of all staff;
  - Maintenance and facility setup;
  - Revenue service startup – service and trip assignments; and
  - Start of revenue service operations.
- 1.5 Provide an initial comprehensive, detailed plan of how all transition and start-up tasks will be completed before commencement of service. This plan must address the activities and procedures that will be followed to occupy the County owned facilities, assume control of the existing revenue fleet, and effectuate the transition of eligible incumbent personnel to a new employer. The plan must include a detailed chronology/calendar and explanation of all major milestones listed. The start-up plan must also document recruitment and training schedules, acquisition of necessary equipment, permits, and licenses, and all other activities necessary to implement a successful transit-service program.
 

Note: All submitted written personnel policies, manuals, handbooks, etc. for this project will be continually modified and updated by FCDOT and the successful offeror, to comply with new and/or changed policies and procedures.
- 1.6 In addition, as part of the Task I – Start-up/Transition activities, the contractor shall submit a written summary of its safety and risk management program that will include a timeline showing when all the required insurance coverage(s) will take effect. Insurance coverage must be in effect 30 days prior to the start-up of revenue service and before any operation of County owned vehicles may occur. To help facilitate the startup and transition process,

**ANNEX-2****IMPLEMENTATION MILESTONES**

FCDOT modify implementation timeline for certain requirements at the request of the Contractor.

- 1.7 Provide an Initial Requirements Matrix with milestones for all RFP requirements. Listing of all contractual deliverables and requirements in chronological order by frequency and referenced to specific contract special provisions, appendices, attachments, exhibits and/or addenda. The following must be included:
- Comprehensive training and certification program;
  - Standard operating procedures for bus operations, maintenance, and administration, including reporting procedures associated with the bus system;
  - Safety and security plan for all aspects of the operation including personnel, vehicles and facilities;
  - Emergency Preparedness Plan;
  - Customer relations program at all levels of the Contractor's work force;
  - Identifying policies and procedures for fuel management; and
  - Initiating all subcontractor relationships.

**2. BUS SERVICE OPERATIONS AND MANAGEMENT:**

- 2.1 The following milestones will be followed for mobilization of various resources before the start of service on July 01, 2019. The Contractor shall be responsible for carrying out an effective and smooth transition and startup process, in accordance with its Mobilization and Startup Plan (Transition), as approved by the County, which will assure that it can assume responsibility for all required operations by the Commencement Date. The County will monitor the milestones during the start-up phase at scheduled County/Contractor implementation meetings. The approved Mobilization/Transition and Start-up Plan, shall be binding on the Contractor.
- 2.2 **Milestone 1:** Fourteen (14) Days After Notice to Proceed Date. Mobilization Schedule, and Startup Plan (Transition Plan).
- 2.3 **Milestone 2:** Twenty-one (21) Days After Notice to Proceed Date. County approval of the following positions:
- General Manager;
  - Division Managers;
  - Operations Managers;
  - Director of Maintenance;
  - Assistant Director of Maintenance;
  - Division Maintenance Managers;
  - Quality Assurance Manager;
  - Safety and Training Manager;
  - Customer Service Managers, and
  - BOOC Supervisors.

Note: All approved named positions for the operation must be physically present for start-up beginning 45 days after the Notice to Proceed date.

- 2.4 **Milestone 3:** Twenty (20) Days After Notice to Proceed Date. Twenty (20) business days after the award and not more than thirty (35) business days prior to initiating Service the Contractor shall submit to the County for approval and incorporation by amendment to the Contract the following:
- Standard Operating Procedures for Operations and Ridership;
  - Drug and Alcohol Policies;

**ANNEX-2****IMPLEMENTATION MILESTONES**

- Personnel Policies;
- Maintenance Policy and Program Manual;
- Operator's Handbook;
- Training Plan and curriculum.

Note: Offerors should note that FCDOT reserves and exercise the right to establish a standardized reporting format with which the Contractor must comply.

- 2.5 **Milestone 4:** Thirty-five (35) Days After Notice to Proceed Date. The following activities must commence as follows:

- Hiring and training of bus operator trainers;
- Hiring and training of bus operators;
- Hiring and training of mechanics and fuelers, washers, etc.;
- Hiring and training of BOCC controllers, dispatchers and Street Supervisors; and
- Hiring and training of all other support staff.

Note: The County will provide two (2) buses per Division for training purposes 25 days after issuance of Notice to Proceed. The successful offeror may request additional buses for training purposes, and such request must be made twenty-one (21) days after the Notice to Proceed date.

As the successful offeror initiates and conducts hiring, they must also maintain electronic records, and is required to document compliance with the FTA's Drug and Alcohol testing requirements. Procedures need to be in place detailing what records need to be kept their duration, and when individual employee records may be released. The Contractor must make use of the most recently approved USDOT Drug Testing Custody and Control and the USDOT Breath Alcohol Testing forms.

- 2.6 **Milestone 5:** Sixty (60) Days after Notice to Proceed Date. Dates for maintenance shop setup, equipment and fuel storage delivery and installations. Dates for delivery of support vehicles established.
- 2.7 **Milestone 6:** Sixty (60) Days after Notice to Proceed. Submit draft System Safety Program Plan (SSPP) to County for approval.
- 2.8 **Milestone 7:** Ninety (90) Days Prior to Service Start Date. Submit Final System Safety Program Plan (SSPP) for approval.
- 2.9 **Milestone 8:** Thirty (30) Days Prior to Service Start Date. Minimum of 65% of required operators hired and trained.
- 2.10 **Milestone 9:** Sixty (60) Days after Notice to Proceed. Submit draft Emergency Operations Plan. See Appendix D-12: Safety and Security for Emergencies for details.
- 2.11 **Milestone 10:** Ninety (90) Days after Notice to Proceed. Submit Final Emergency Operations Plan.

3. **IMPLEMENTATION MILESTONE – TRANSIT FACILITIES OPERATIONS:**

- 3.1 **Milestone 11:** Within ten (10) days after the NTP. The Contractor and the County shall conduct a walk-through and acceptance of facilities condition meeting. This will establish the facility conditions to be used as a baseline during the contract term and for the close-out of the Contract. At the time of Contract close-out, the Contractor shall be responsible for the site conditions and any damage to the facility determined to be the responsibility of the Contractor.

**ANNEX-2****IMPLEMENTATION MILESTONES**

- 3.2 **Milestone 12:** Fifteen (15) Days after the NTP. The Contractor Shall Submit Draft Facilities Management Plan for review by FCDOT. Details of this requirement shall be based on the mutually agreed terms negotiated between the Contractor and the County.
- 3.3 **Milestone 13:** Thirty (30) Days Prior to Service Start Date. Per FCDOT review and comments, the Contractor shall submit Final Facilities Management Plan for FCDOT approval.
- 3.4 **Milestone 14:** Thirty (30) Days Prior to Service Start Date. The Contractor submit Written Security Procedures and Fare Collection Monitoring.

**4. Vehicle Inspection Information (INCLUDING):**

- 4.1 Copies of the inspection procedures for each make and model vehicle, including blank copies of the approved checklist.
- 4.2 Copies of the completed reports for each vehicle inspected showing which items passed, which failed, and which were borderline, with accompanying explanatory notes. Forms will be divided into functional categories including but not limited to:
- Structural Frame/Chassis;
  - Suspension;
  - Engine;
  - Transmission;
  - Electrical Systems;
  - Air System;
  - Climate Control;
  - Brake System;
  - Interior Driver Controls;
  - Interior Condition;
  - Exterior Body Condition;
  - Tires and wheels;
  - Lights;
  - Engine Compartment;
  - Accessibility Features;
  - Farebox;
  - Destination Signs;
  - Operating Tests;
  - Maintenance Records;
  - Fluid Samples;
  - Ancillary equipment, etc.
- 4.3 At the end of the Vehicle Inspection, the successful shall provide FCDOT with a summarized list of defects found on each vehicle inspected, listed by functional category.
- 4.4 A summary of the findings itemizing the common and recurring defects listed by the above functional categories, by vehicle model and year of manufacture.
- 4.5 The number of vehicles that share the same defect.
- 4.6 A summary of the findings itemizing the common and recurring defects listed by the above functional categories, by vehicle model and year of manufacture.
- 4.7 The number of vehicles that share the same defect (s).

**ANNEX-2****IMPLEMENTATION MILESTONES**

- 4.8 Defects will be rank-ordered from the most extensive to the least extensive and prioritized by recommended repair urgency. The analysis will also include discussion of the severity or detrimental impact that these defects pose in terms of safety, comfort and convenience, structural integrity, life expectancy of the engine, transmission or other major components and subsystems including fuel economy or other associated repair costs.
- 4.9 Repair cost estimates for each vehicle, broken down by parts cost, labor hours, labor rates, and total estimated repair cost. These estimates will be used to facilitate a clean handoff from the Outgoing Contractor to the Incoming Contractor whereby the Incoming Contractor assumes full responsibility for maintenance and repair of all vehicles as at the time the fleet is transitioned.
- 4.10 As part of the final inspection, digital photos will be taken of all body and interior damage for easy review, corrective actions, and historical record.

**ANNEX-3****SERVICE DELIVERY REQUIREMENTS****1. REVENUE SERVICE DELIVERY – DETAILED TASKS TO BE PERFORMED**

- 1.1 Revenue service delivery involves service implementation, operations, maintenance, safety, security, training, operational parameters, management requirements, etc. Offerors should note that additional details for Task II – Revenue Service Delivery requirements are included in Appendix D.
- 1.2 The Contractor will perform the day-to-day management of the system in a manner that will ensure its' safe and secure operation which provides consistent and sustained reliable, dependable, on-time operation of all scheduled revenue service in such a manner that is customer service focused by all employees at all times.
- 1.3 The Contractor shall, at all times, manage, operate, and maintain the scheduled revenue and non-revenue service provided in compliance with all applicable federal, state and local laws and regulations.
- 1.4 The Contractor and its employees shall, always cooperate fully with all federal, state, and local law enforcement including the Washington Metropolitan Area Transit Authority's (WMATA) Metro Transit Police and emergency service personnel regardless of jurisdiction.

**2. SERVICE READINESS:**

- 2.1 The Contractor must prepare and submit a Draft of the following: Employee, Operating Rule book, Special Instructions, Fare Collection & Remittance Manual, and Cash Handling Instructions, Customer Service Manual, Labor Notices, Training, Security, and Safety Instructions in compliance with this RFP.
- 2.2 The Contractor's maintenance and operating plans must support continuous service, free of disruption, during mobilization and transition. All essential contracts for services related to service delivery, critical component supply (new parts; repair & return or rebuilt parts and assemblies) must be renewed or replaced by the Contractor.

**3. PROCUREMENT OF GOODS AND SERVICES OUTSIDE THE CONTRACT:**

- 3.1 The County may request that the Contractor procure goods and services. If the County request that the Contractor procure goods and services outside of the normal scope of work for this contract, then the Contractor shall be reimbursed according the following procedures:
- 3.2 For Capital Assets or Items – an administrative fee of not more than 1% may apply for Capital items whose total cost or value is greater than \$ 50, 001. For Capital items, less equal or less than \$50, 000 an administrative fee of not more than 2% may apply. Any application of an administrative fees will be negotiated with the Contractor.
- 3.3 For technology products and services, excluding all labor categories, an administrative fee not to exceed 1.5 % may be apply notwithstanding the total cost or value.
- 3.4 For services, including consultant services, corporate support may have rendered: If an administrative fee is considered, it shall not exceed 1.5 % notwithstanding the value or cost.
- 3.5 All purchases will require prior Fairfax County written approval before actual purchase. Upon receipt of all goods and/or services, an original paid invoice must be submitted from the vendor and attached to an invoice prepared by the Contractor along with a copy of the County's written authorization. For any fiscal year, the cumulative total payments for administrative fees shall not exceed \$ 100,000 to total value. This requirement will not be waived or negotiated.



**ANNEX-3****SERVICE DELIVERY REQUIREMENTS****4. VEHICLE LICENSING:**

- 4.1 The Contractor shall be responsible for operating and maintaining all vehicles provided by the County during the term of the Contract. FCDOT shall be responsible for licensing and registering County-provided vehicles. The Contractor is responsible for emissions compliance and all associated costs.

**5. TECHNOLOGY SYSTEMS:**

- 5.1 The Contractor shall utilize technologies provided by FCDOT's ITS vendor, Clever Devices, for monitoring the service performance, recording event/incident details and generating all required reports. These technologies include computer-aided dispatch/automatic vehicle location system (CAD/AVL), automated passenger counters (APC) and automated vehicle announcement (AVA) system. Also, the vendor will provide reporting solutions based on CAD/AVL and APC data.
- 5.2 The Contractor shall supply equipment for all other special needs and requirements, including computers and software for HR, payroll, etc. The County shall review and approve any Contractor supplied equipment.
- 5.3 The Contractor shall provide VPN access to each garage's network and other IT support as necessary for the ITS vendor to remotely support and update/upgrade bus equipment or other ITS equipment supported by the vendor that may be installed at each garage. The Contractor shall support the update/upgrade process when required by the ITS vendor which may include physically accessing equipment on buses to load configurations via a USB drive, power cycling equipment, or verifying network access. In coordination with FCDOT and with the Contractor, the ITS vendor will perform periodical software updates/upgrades and system configurations.
- 5.4 In addition, throughout the contract term, the Contractor shall be obligated to integrate into the Fairfax Connector and related IT environment new software, IT infrastructure, systems, capabilities, services or processes identified by the County. The Contractor shall adopt and support other County-designated IT components as set out by the DIT and FCDOT. As part of its obligation in operating components of the County's IT Environment, the Contractor shall be entitled to and, upon the County's reasonable request, be obligated to provide input and guidance with respect to Other County-designated IT components.
- 5.5 Compliance-Assurance Devices: The County shall be entitled, in its discretion and at its expense (and in accordance with applicable law), to install or require the Contractor to install monitoring and other compliance-assurance devices in the Bus Operating IT Environment and with respect to the Bus Transportation and Facilities Management Services generally (each, a "Compliance-Assurance Device"). The Contractor shall obtain necessary consents from its personnel (and its subcontractors) to permit such activities; provided such activities comply with applicable law. In the event of a Persistent Failure of a Service Level that is measurable by a Compliance-Assurance Device, at the County's option, the Contractor shall be responsible for the costs of such Compliance-Assurance Device (and associated labor) that are installed to monitor compliance with such Service Level.
- 5.6 The Contractor shall fully comply with the security standards associated with access privileges for all applications. The Contractor is required to have a formal written policy for maintaining account access by its personnel, and in accordance with Fairfax County "Acceptable Use of County Information Systems" policy. See details at [County Executive's Information Technology Security Policy Memorandum 70-05](#).
- 5.7 Also, if applicable, when using Fairfax County provided information system resources for activities such as internet browsing, sending email, text and instant messages, the Contractor will ensure that users' communications and activities are also in compliance with the

**ANNEX-3****SERVICE DELIVERY REQUIREMENTS**

regulation or guidance provided by the Fairfax County Information Security Office for related information systems. In addition to the applicable guidance above, the Contractor will ensure that the users of these communication systems, and the features of these systems, such as Outlook signature blocks and profile pictures are used in a professional and appropriate manner.

- 5.8 Apart from system utilization, the Contractor shall be responsible for performing any troubleshooting and maintenance on vehicle equipment related to ITS technology to ensure equipment are operational. The Contractor will be responsible for replacing any malfunctioning hardware with a new spare hardware. Software will be hosted by the County and/or the ITS vendor in their data center. The Contractor shall be trained in the use of the CleverCAD/AVL, with day to day management, control and oversight of buses in revenue service or in the field to be provided by the staff of the Bus Operations Control Center (BOCC).
- 5.9 The Contractor shall maintain the on-board systems to original equipment manufacturer (OEM) specifications, supply all other CAD/AVL and APC non-warranted components to ensure CAD/AVL and APC equipped vehicles are programmed and fully operational prior to placement into revenue service. The County shall be financially responsible for all maintenance costs associated with any non-warranted Clever Devices parts. Clever Devices shall provide and supply the Contractor with spare Transit Control Heads (TCH), IVAN, and APC components as currently maintained and warranted by the County's ITS vendor during the transition period. The County may require the Contractor to reimburse any cost of repair or replacement of warranted components that are missing or damaged due to misuse.
- 5.10 The Contractor shall be trained in the use of the CleverCAD/AVL, with day to day management, control and oversight of buses in revenue service or in the field to be provided by the staff of the Bus Operations Control Center (BOCC).
- 5.11 The Contractor shall require all drivers to log onto the Transit Control Head (TCH) and GFI farebox using the Driver Control Unit (DCU) before starting any Revenue Service and log off at the end of Revenue Service. See Appendix D-4: Revenue Collection and Handling.
- 5.12 The Contractor will also interface with and be supported by other County agencies, including the Department of Information Technology, Procurement and Material Management, Emergency Management, Facilities Management, Internal Audit, Neighborhood and Community Services, Public Safety Communications, Public Works and Environmental Services; and FCDOT Internal Business Operations; Customer Service, Communications and Marketing; and various and subcontractors who perform services, maintenance and repairs of bus operations and maintenance facilities.
- 5.13 The Contractor's designated personnel must be available for consultation with County staff on an as-needed basis between 8:00 AM and 5:00 PM, Monday through Friday. The County will be advised in advance of the scheduled absence of any designated staff of more than two business days.

**6. INITIAL INSPECTION OF ASSETS VEHICLE AND EQUIPMENT INSPECTION:**

- 6.1 The Contractor shall conduct an initiate Assets Vehicle and Equipment Inspection within thirty (30) after the NTP, and/or prior to the Commencement of Service Date, and shall comply as follows:
- 6.2 The Contractor shall participate with FCDOT and FCDOT's contracted fleet auditors in an inspection of all Fairfax Connector provided vehicles and equipment (including farebox and related fare collection equipment) for purposes of establishing the overall condition of the vehicles and equipment as of the time the Contractor commences work under the Contract.

**ANNEX-3****SERVICE DELIVERY REQUIREMENTS**

- 6.3 The Contractor shall transmit to FCDOT the certifications of all revenue vehicle acceptances no later than three (3) weeks prior to the start of revenue service. In addition, any delays in the revenue vehicle acceptance process shall be documented.
- 6.4 Should there be any outstanding maintenance work (deferred) left over from the Incumbent or Outgoing Contractor, FCDOT will pay the Incoming Contractor the auditor's estimated amount to make such repairs. Payment will be made upon presentation of documented evidence (i.e., completed work orders) that such repairs have, in fact, been completed.
- 6.5 Any of this deferred maintenance work remaining uncompleted after the approved schedule will be considered the responsibility of the Incoming Contractor which will be accountable for its repair at the Incoming Contractor's sole cost. If a substantial amount of repair work must be performed by the Contractor after the Commencement Date, FCDOT will take that fact into account in the assessment of liquidated damages during the Contractor's initial period of Revenue Service under the Contract.
- 6.6 Initial Material Inventory - The contractor shall provide an inventory of all spare parts, supplies, and other items not supplied by the County as specifically listed in this RFP, that it has procured and stocked to support revenue operations and equipment.
- 6.7 Initial Vehicle Inventory and Condition Assessment. The County and the Contractor shall jointly review and approve an inventory and condition assessment of all Vehicle provided by the County.

**7. INITIAL MAINTENANCE FACILITY INVENTORY AND CONDITION ASSESSMENT:**

- 7.1 The County and the Contractor shall jointly review and approve an inventory and condition assessment for all three bus operations and maintenance facilities.
- 7.2 the County will furnish a facility condition assessment at the time of the pre-proposal conference, confirming current conditions of each of the three facilities and all assets (equipment, systems, etc.) that the Contractor will be expected to maintain.
- 7.3 As noted on Paragraph 2 - Initial Material Inventory, an initial inspection of all facilities shall consist of a walk-through with the incumbent operator and the Contractor and FCDOT of each facility. The purpose of this inspection is to establish the condition of each Facility, as of the inspection date, and to determine the specific repairs that need to be performed to assure the facility is in a safe and sound condition and in good repair, normal wear and tear excluded. Planned repairs will also be identified and expenses will be borne by the responsible parties (Fairfax County or incumbent Contractor) other than the incoming Contractor.
- 7.4 Initial Support Equipment Inventory and Condition Assessment
- 7.5 The county and the Contractor shall jointly review and approve an inventory and condition assessment of all support equipment provided by the County or procured by the Contractor to support revenue service operations and equipment for:  
  

West Ox;  
Huntington; and  
Reston-Herndon
- 7.6 The Contractor may perform Material, Facilities, Equipment and Vehicle Inventory and Condition Assessment (i.e. detailed audit) of the entire revenue vehicle fleet, the non-revenue vehicle fleet, the support equipment, and each operations facility. The Contractor has the option to bring in a third-party maintenance and/or facility consultant to perform or assist in the performance of these services at the Contractors expense. The process will be

**ANNEX-3****SERVICE DELIVERY REQUIREMENTS**

completed regardless of whether the incoming and the incumbent Contractor are one in the same. The revenue vehicle audit shall be conducted using the Audit and Bus Condition Inspection Forms included as an attachment to this RFP. The County retains the right to re-inspect the fleet to verify the findings of the vehicle audit conducted by the Contractor to assess the condition the revenue vehicle fleet at the time of transfer. The Contractor shall be allowed no more than four (4) weeks to complete the fleet and support equipment inspection.

- 7.7 The Contractor shall document, including digital photos, all findings from the maintenance audit for each assigned revenue and non-revenue vehicles, all support equipment, and the facility. The Contractor shall submit the assessments or audit findings to the County no later than four (4) weeks following the NTP. These findings will provide the recommended corrective actions to be undertaken and the estimated cost of each corrective action, including the completion time required. The County, upon receipt of the maintenance audit, may direct the incumbent contractor to address the corrective actions required, obtain a third party to complete corrective actions, or reimburse the new Contractor to complete some or all the corrective actions.
- 7.8 If the Contractor or its subcontractor inspects a vehicle, equipment or facility, and cannot certify its condition as being acceptable, the Contractor shall notify the County immediately in writing, and transmit to the County the list of revenue vehicles accepted and the certification for each accepted vehicle. If the acceptance of a vehicle is delayed, and the issues delaying that acceptance are later resolved, the Contractor will notify the County within one week of the change in that vehicle's status.

**8. STAFFING:**

- 8.1 Beginning on the fourth (4<sup>th</sup>) week after the NTP or on another schedule proposed by the contractor, but not less than weekly, the Contractor shall provide weekly written reports to FCDOT on the status and progress of the hiring process. Such weekly updates shall include, without limitation, a listing of the filled and open Workforce Positions and a list of the Eligible Union Employees by employee name and number, based on seniority rosters indicating whether the employee:
- Applied for a position;
  - Interviewed for the position;
  - Offered the position;
  - Not offered a position on failure of physical, drug or alcohol testing;
  - Accepted or declined the positions, etc.
- 8.2 The Contractor shall keep Connector employees who are on disability due to work-related injuries at the time of the workforce transition on the roster of Eligible Union Employees for at least six (6) months starting on the Contract Services Commencement Date.
- 8.3 The Contractor shall follow the applicable seniority rules in force (as negotiated by collective bargaining agreements) at the time to determine the employee's eligibility for a position. All existing collective bargaining agreements are included as attachments to this RFP.
- 8.4 In addition, the County shall provide written documentation to the Contractor of various standard procedures already developed. The Contractor will review, synchronize, and/or make comment on these documents.
- 8.5 No later than eight (8) weeks prior to the start of revenue service, the Contractor shall provide the County all policies, procedures, and processes to be utilized in the operation of the system and shall outline all the activities necessary for the start-up of the operation, including the filing of work force requirements and all other required activities.
- 8.6 Within thirty (30) days of the Contract's Commencement Date, the Contractor shall provide a Service Disruption Plan. Additional directions will be provided by the FCDOT.

**ANNEX-3****SERVICE DELIVERY REQUIREMENTS**

- 8.7 The Contractor shall fill all management and workforce positions in compliance with the requirements of this RFP, negotiations with employees' unions (i.e. collective bargaining agreement), and provisions negotiated between the County and the Contractor, including the provision of weekly written Employment Status Reports to FCDOT, updating its status of the hiring process. This shall be an agenda item at the Weekly Status Meetings during Mobilization and Start-up (Transition).
- 8.8 The Employment Status Report shall be furnished prior to the commencement of the Mobilization and Transition period. All employees holding positions listed shall be subject to the Contractor's Criminal Background Check and Drug & Alcohol Policy.

**9. EMPLOYEES OF PRIOR CONTRACTOR:**

- 9.1 The Contractor shall afford a priority in hiring to the existing employees of the prior Contractor in accordance with this paragraph. The priority in hiring shall not require the hiring of any existing employees if the Contractor determines that the employee is not qualified for the position (under the terms of the Contract or under the Contractor's employment standards and personnel policies), or the Contractor determines that the employee should not be hired because of unsatisfactory past employment history (such as documented disciplinary actions, habitual absenteeism, etc.). The priority in hiring shall not extend to any individual who were dismissed from his or her employment for cause and shall not extend to key management staff of the prior Contractor.

**10. LABOR RELATIONS REQUIREMENTS:**

- 10.1 The Contractor must provide labor contract negotiations and administration of contract terms as required for services under this Contract. The Contractor shall be deemed a successor to all current labor agreement entered into between the incumbent Contractor, MV Transportation and the Amalgamated Transit Union, Local 1764 on December 1, 2016 through November 30, 2019; MV Transportation and Office and Professional Employees International Union, Local 2 on November 9, 2015 through November 10th, 2019; and MV Transportation and International Brotherhood of Teamsters Local Union No. 639 on October 1, 2017 to September 30, 2020, and shall be bound by the terms of these agreements. Copies of the current collective bargaining agreements entered between MV Transportation and the Amalgamated Transit Union, Local 1764, and Office and Professional Employees International Union, Local 2, and International Brotherhood of Teamsters, Local Union No. 639.

**11. PRE-EMPLOYMENT AND/OR EMPLOYMENT CRITERIA:**

- 11.1 In addition to any pre-employment and employment criteria required by Contractor, the County shall also require that any proposed employee applicant or employee of a subcontractor meet the following criteria:
- Bus Operators must have a valid driver's license for the past three (3) years including a national driver's license verification and background check.
  - The minimum age for hiring an individual as a bus operator will not be less than 23 years of age.
  - The Contractor shall not hire any bus operator applicants that possess two or more moving violations within the past 36 months.
  - Bus operators with three or more moving violations within the past 36 months will not be able to operate any County owned/leased vehicle.

**ANNEX-3****SERVICE DELIVERY REQUIREMENTS**

- Bus operators with three or more preventable accidents within the past 36 months will not be allowed to operate any County owned/leased vehicle:
  - If license has ever been suspended, applicant must have two (2) full years with no violations;
  - Under no condition will an applicant be hired if he/she has been convicted of a felony subject to stipulations herein; and
  - Any record of driving while impaired (driving under the influence within the past ten (10) years).
  - The Contractor may request a waiver of this requirement in writing to the County for individuals who are being considered for employment in non-revenue service and operating positions such as service lane and/or maintenance personnel. (Under no circumstances will a waiver be granted that would allow a convicted felon to become involved with the revenue vault pulling function, the revenue collection process or the farebox maintenance function.)
  - Bus operator applicants must be able to speak, read and write English.
- a. As representative, the County has the following minimum hiring criteria which should be applied to all employees. For hiring of convicted felons, the County minimum standards are outlined in the following paragraphs. With the exception of certain serious offenses, the existence of a criminal record does not disqualify a person from employment with the Fairfax Connector. Nonetheless, the Contractor should endeavor to ascertain all facts pertinent to an individual's driving and criminal background prior to tendering an employment offer as part of this contract. The following factors will be considered by Fairfax County and may be utilized by the Contractor as guidelines in reaching a decision on employment eligibility:
- The frequency, severity, and nature of the conviction(s);
  - The age of the applicant at the time of the conviction(s);
  - The elapsed time from the date of conviction to the present;
  - The relationship between the nature of the offense and the type of employment;
  - Evidence of penal rehabilitation, successful employment history and any aggravating, mitigating or extenuating circumstances; and
  - If the offense involved a minor, such as Contributing to the Delinquency of a Minor, an age difference of three years or less would be viewed less seriously than a greater age difference.
- b. There may be other factors to consider and each case will be judged individually. A person who has entered a plea of guilty or who has a criminal record for one or more of the following offenses would not be eligible for County employment and therefore, not eligible for employment consideration by the Contractor:
- Any felony offense involving a crime against a person, including but not limited to Murder, Rape, Robbery, Extortion, Malicious Wounding, Aggravated Assault, Abduction, Carjacking, and felony sexual assaults involving adult victims.
  - Any conviction for an offense involving a child victim (under age 18) with the exception of Contributing to the Delinquency of a Minor, in cases where the offender was no more than three years older than the victim.
  - Any felony conviction for offenses which might be pertinent to operation or maintenance of County-owned equipment within five years prior to the date of employment.
  - Multiple offenses, felony or misdemeanor, indicating a pattern of criminal conduct over an extended period of time.

**ANNEX-3****SERVICE DELIVERY REQUIREMENTS**

- c. The Contractor shall conduct a minimum ten (10) years national background check on each bus operator, maintenance technician, utility service workers, and management personnel upon hire. This check shall be conducted at least twice a year for all employees.
- d. The Contractor, including any and all sub-contractors and consultants, drug and alcohol policy must include zero tolerance for positive results. Employees with a confirmed positive drug or alcohol test may not be used to perform work under this contract.
- e. The Contractor, including any and all sub-contractors, further agrees to submit for review and approval, two weeks after notice to proceed under this contract, a copy of its Policy Statement developed to implement its drug and alcohol testing program.
- f. The Contractor, including any and all sub-contractors and consultants, will consult with the County on the selection of a certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium.
- g. Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the County.

**12. ON-SITE CONTRACTOR'S PERSONNEL:**

- 12.1 The presence of the Contractor's personnel at a project site, whether as on-site representatives or otherwise, does not make the Contractor or the Contractor's personnel in any way responsible for those duties that belong to the Owner and/or other entities. The Contractor is completely responsible for their employees in connection with their work or for any health or safety precautions and for inspecting or correcting the health or safety deficiencies of the Contractor's own personnel. This includes, but is not limited to, the provision of the necessary personal protection equipment (hard hats, work shoes, safety vests, etc.), and training (confined spaces, open trench safety, etc.) for on-site safety as required or recommended by the Occupational Safety and Health Administration. The Contractor assumes all responsibility and liability for any injuries incurred by their employees on or off the Project site. The presence of the Contractor's personnel at a project site is for the purpose of determining the scope of service, quality or integrity of the bus operations and maintenance provided to the County and is acceptable and in accordance with current bus service design and safety standards.

**13. OTHER MANAGEMENT, SUPERVISORY AND ADMINISTRATIVE FUNCTIONS:**

- 13.1 The Contractor shall provide draft personnel policies relating to Contractor employee and operator qualifications, conduct, evaluation, and termination (Personnel Policies) thirty (30) business days after the NTP.
- 13.2 The Contractor may choose to include additional supervisors and/or station monitors in the proposal, as appropriate. Station monitors are individuals who can function as Station Supervisors during periods of absence and/or personnel shortages but may not be able to operate a revenue vehicle due to some limitation.
- 13.3 Quality Assurance Plan – as part of its start-up operations, the Contractor shall implement quality management system as demonstrated in its Quality Assurance Plan. The Contractor's quality assurance plan will demonstrate the Contractor's past and long-term commitment and approach to a meaningful performance management (i.e. evaluation and quality control program). It must be consistently reflected in the Contractor's plans and proposals, w which will be a key factor in the County's evaluation of Proposals. The Quality Assurance Plan must provide demonstrable, verifiable and reliable evaluation and quality management method/approach. The Contractor must provide sufficient information to demonstrate its added-value and outcome to the Connector bus system.

**ANNEX-3****SERVICE DELIVERY REQUIREMENTS**

- 13.4 The Contractor will develop an Emergency Management Preparedness Team consisting of bus operators, maintenance, BOCC Controllers, and management personnel trained in emergency response, special needs evacuation, and other incident management possibilities to act as a ready response team.
- 13.5 The Contractor is expected, as part of the services to be performed, to be responsible for providing an adequate level of review and oversight of all work performed by their personnel, providing managerial personnel, subject matter experts, and training as needed to accomplish such review and oversight. Each Contractor's Proposal should contain proposed team member resumes and a description of the comprehensive performance management program Contractor commits to implement and maintain throughout the service term to ensure that Contractor's performance meets or exceeds the County's expectations and all applicable performance requirements.

**14. TRANSIT MANAGEMENT SERVICES:**

- 14.1 During the life of this contract, the operating and management model of transit service delivery may change. The County may seek to hire a Contractor to provide transit management services to manage all aspects of service delivery for the Fairfax Connector Bus system. The County may enter into an agreement with the Contractor to exercise this option. If this Contract option is exercised, the Contractor will, at the County's expense, provide all administrative, operating, and maintenance personnel needed for the operation of the bus system. In addition, the Contractor will be responsible for all labor negotiations and the hiring and training of employees.

**15. SERVICE DELAYS AND SUSPENSIONS:**

- 15.1 The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the Fairfax Connector bus service or work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 15.2 If the County does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. The County may extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 15.3 The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.



**ANNEX-3****SERVICE DELIVERY REQUIREMENTS****16. FACILITIES OPERATIONS AND MANAGEMENT – (Optional items included)**

- 16.1 As the operator of County owned operating and maintenance facilities – see section 5.12 – County furnished facilities and equipment, the Contractor is responsible for the safe and proper care/operation of facilities as stated in this RFP. Due to the industrial and hazardous nature of the work conducted at the facility, all work functions are to be actively supervised on site by designated Contractor staff. The County assigned Facility Maintenance Contractor (FMC) staff shall be responsible for coordinating repairs to the facilities with the exception of Contractor provided assets or designated County owned assets provided to the Contractor. The Contractor's responsibilities will include, but not limited to the following:
- a. The Contractor shall work directly with County staff on all issues pertaining to facilities maintenance (including work status, scheduling, equipment downtime, etc.). The County's FMC will coordinate with the Contractor to ensure facilities maintenance work is scheduled to minimize disruption and impacts to the Contractor's operations. The Contractor shall make reasonable adjustments to its operations to accommodate necessary facilities maintenance work. The Contractor shall also communicate to the County designated staff any significant impacts and disruptions to its operations caused by issues or problems with facility systems, components, or equipment.
  - b. The Contractor shall only make repairs to the facilities, systems or components during times of emergency as directed by the County's facility maintenance staff, and ensure repair is immediate in nature, do not create an unsafe working condition, or affects the Contractor's ability to conduct operations. The Contractor shall notify FCDOT when any type of safety repair is required.
  - c. The Contractor shall maintain a clean and safe work area in all areas used by the Contractor. Areas include, but are not limited to, the maintenance building, administration complex, fuel, tire and wash building, warehouse complex, storage buildings, the revenue vehicle parking, support vehicle parking, all related canopies and storage areas, employee parking areas and grounds.
  - d. The Contractor shall not install, or have installed, vending machines or other such equipment at either a transit facility without the prior written consent of the County.
- 16.2 The County at its sole discretion may perform refurbishments to upgrade and update the facility as deemed necessary. The Contractor shall work collectively with the County to ensure minimal impact to scheduled service.
- 16.3 The Contractor shall comply with all OSHA regulations. The Contractor will be responsible for disposal of any hazardous waste generated by its operation in compliance with all E.P.A. Fairfax County and Virginia regulations.
- 16.4 Facility and Building Access: The County shall establish and maintain control over the access control system for each facility, including access required for all Contractor and County employees at facilities. All facility and building access must comply with County policies on building security access and control.
- 16.5 Facility Maintenance Workers: As an option, the County shall enter into a separate agreement with the Contractor for the reimbursement of salaries and benefits associated with current facility workers. Offerors shall include a separate item for costs for the facility maintenance workers in their price proposal for services under this RFP.
- 16.6 Custodial Services: Except for the West Ox Bus Operations and Maintenance facility, the Contractor shall be responsible for providing site-wide custodial services, lot sweeping and cleaning, and all Contractor generated fluid waste removal. The minimal custodial services required will be provided prior to mobilization and startup. Custodial services include but are

**ANNEX-3****SERVICE DELIVERY REQUIREMENTS**

not limited to semiannual (twice per year) carpet cleaning, vinyl floor sealing and polishing, and window washing for the entire facility.

- 16.7 In addition, office and vehicle maintenance/shop areas shall be cleaned on a daily basis and shall be thoroughly cleaned once each month at a minimum. Fluid spills will be cleaned immediately following occurrence. Vehicle storage and yard areas shall be cleaned once a month at a minimum to eliminate any buildup of oil, grease or dirt.
- 16.8 Shop Tools and Equipment: County will provide adequate and appropriate shop equipment and special tools as necessary to perform necessary maintenance tasks required to meet the County's standards and requirements as described herein.
- 16.9 Facility and Equipment Damage: The Contractor shall be financially responsible for any facility and/or equipment damage throughout transit facilities caused by the Contractor or its subcontractor's misuse (accidents, improper operation, theft, unauthorized installation or modification of equipment, etc.). The repairs or replacement will be performed by and resolved in coordination with the County's FMC. All damage must follow the Facility Damage – Incident Report Procedures. The County shall invoice the Contractor for all damage determined to be the responsibility of the Contractor. The County at its sole and unfettered discretion shall determine responsible party for all County facility damage claims.

**17. SUBCONTRACTOR PAYMENT:**

- 17.1 The Contractor is obliged to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this contract:

Pay the sub-contractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under the terms of this RFP and contract; or

Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

**18. CONTINUITY OF SERVICES:**

- 18.1 All Fairfax Connector's functions are mission critical to daily operations of bus services, meaning that the processes require seamless transition from the existing Contractor to a new Contractor. The Contractor recognizes that the services provided under this contract are vital to the Fairfax Connector and must be continued without interruption and that, upon contract expiration or termination, a successor, either the County or another contractor, at the County's option, may continue to provide these services. To that end, the Contractor agrees to:
- Furnish phase-out, phase-in (transition) training;
  - Exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
  - Furnish phase-in, phase-out services for up to 90 days after this contract expires; and
  - Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.
  - The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the Start-up Plan and shall be subject to FCDOT's approval.
- 18.2 The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

**ANNEX-3****SERVICE DELIVERY REQUIREMENTS**

- 18.3 The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- 18.4 Only in accordance with a modification issued by the Purchasing Agent, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and any applicable fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

**19. SERVICE INTERRUPTIONS:**

- 19.1 Should a vehicle have a mechanical or non-mechanical failure while in revenue service, the Contractor's Vehicle operator shall notify the BOCC immediately. BOCC may deploy a replacement vehicle immediately. All road calls, including the reason for the road call, the method of response and the elapsed time from report to conclusion shall be documented and reported to the County and documented in the Incident Management System. Road calls shall also be reported in the Fleet Management Information System (Fleet Focus) daily and comply with mandatory NTD reporting purposes. Service Interruptions shall include but are not limited to the following:

- Labor actions;
- Road calls;
- Power outage affecting system operations;
- Safety related work stoppage;
- Weather related service delays;
- Major traffic service delays;
- Service deviations (detours);
- Special events and incidents, etc.

**20. BUS BRIDGING AND COORDINATION OF EMERGENCY BUS SERVICES:**

- 20.1 Due to disruptions in rail services (WMATA, VRE etc.), and consequential outage of train service between stations, the Connector shall utilize available resources, in coordination with WMATA, may provide bus bridging services within resources. The Contractor shall coordinate all bus bridging and related services through the Bus Operations Control Center (BOCC), using Clever CAD/AVL software applications to assign and monitor such operations. If required, the Contractor will manually collect field data and/or conduct point checks. Revenue vehicles shall not leave or depart any scheduled time point ahead of schedule. See Appendix D-7: Bus Operations Control Center (BOCC).

**21. ADMINISTRATIVE COST/REIMBURSEMENTS:**

- 21.1 To receive payment for any administrative fees or cost incurred, the Contractor shall provide not less than three written cost estimates (quotes) prior to actual purchase including a justification of the cost estimate. The Contractor shall submit its' invoice to the County for reimbursement for approved amounts, which have been paid in advance. The Contractor may be reimbursed after submittal proof of expensed amounts is received by Fairfax County. If the Contractor does not pay in advance for any good or services, then the administrative fees outlined above are not applicable.

**ANNEX-3****SERVICE DELIVERY REQUIREMENTS**

- 21.2 The Contractor shall be responsible for all fare collection in accordance with fare schedules established by the County, and auditing to ensure the fare has been properly paid. Also, The Contractor shall be responsible for the security of all fares and revenues received. Operators shall be prohibited from receiving or soliciting gratuities or any payments in addition to or in lieu of proper payment from passengers.
- 21.3 The Contractor shall provide a detailed pay schedule with categories for labor and their associated wages and overhead costs.
- 21.4 The Contractor shall provide a breakdown of salary and wage and fringe benefit costs and must also provide an estimate of training wages for the Vehicle Operations expense category. The offeror must show these costs for each employee class and category.
- 21.5 The Contractor will work closely with County staff to control future liability and property damage rate increases and assist with the implementation of programs and procedures to optimize fuel consumption through control of average miles per gallon over time.

**22. FLEET MANAGEMENT:**

- 22.1 The Contractor shall be wholly reasonable for optimal fleet management and maintenance, hiring well-qualified fleet professional in the field of fleet management. The Contractor shall be liable for acts or behavior not consistent with FCDOT standards or industry best practices.
- 22.2 The County may substitute vehicles, change fleet assignments and characteristics of the vehicles during the Contract term. With on-going procurements, vehicle retirements and vehicle transitions, the County fleet make-up will change in the future. It is possible that the County may at its sole discretion change or introduce a new bus propulsion system during the term of this contract and negotiate any appropriate Contract modifications with the Contractor.
- 22.3 The County shall identify vehicles for retirement from revenue service that have reached their programmed life expectancy. Vehicles taken out of revenue service must have all components and be in working condition other than normal wear and tear, unless repairs are deemed not to be cost-effective as evidenced by prior written authorization from the County.

**23. ADDITIONAL HOURS:**

- 23.1 The Contractor shall provide additional hours of bus services and personnel on an annual basis for the following service types; community service hours, emergency preparedness hours and general contingency hours. Should annual hours provided exceed 2,000, the contractor may charge the charter rate to the County for added service hours that exceed same.

**24. COMMUNITY SERVICE HOURS:**

- 24.1 The Contractor shall perform special event services as requested by FCDOT. The Contractor shall provide bus services and personnel for special event services to the County as required.
- 24.2 The Contractor shall provide shuttle bus service and supervisory staffing in support of Celebrate Fairfax, a three-day event starting at 4:00 pm on Friday through 6:00 pm on Sunday. The Contractor shall provide 1,200 hours of service annually. In the event bus services are not provided or reduced for the event in future years, any and all costs added to the contract rate will be reduced accordingly.

**ANNEX-3****SERVICE DELIVERY REQUIREMENTS****25. EMERGENCY PREPAREDNESS HOURS:**

- 25.1 The Contractor shall provide bus services and personnel for Emergency Management Preparedness activities, such as supporting field exercises, disaster drills, ESF-1 activities and Bus Bridge activities.

**26. GENERAL CONTINGENCY HOURS:**

- 26.1 The Contractor shall annually provide bus services and personnel to cover unanticipated events including operational planning, running time testing required to adjust or establish routes. The costs for any Community Service Hours, Emergency Preparedness Hours, and General Contingency Hours provided shall be reflected in the price per revenue hour and are not billable when or if such service is provided.
- 26.2 The Contractor will participate with the County in developing safety and emergency plans. The Contractor's emergency response capabilities shall include regional communications, procedures for ensuring the security of the facility and the vehicles, and 24/7 staffing available to respond as necessary. Personnel identified under this requirement shall be considered essential and shall respond to emergency situations, natural disasters, inclement weather and/or other unforeseen incidents as required.

**27. EMERGENCY RESPONSE AND PREPAREDNESS PROGRAM:**

- 27.1 The offeror shall submit an annual emergency response and preparedness program in accordance with the requirements of this RFP, which adheres to the requirements of the County, and a regional emergency response plans to include but not be limited to:
- Building emergency response;
  - Facility evacuation and security;
  - AED training;
  - Active Shooter and Shelter-in-place training;
  - Continuity of Operations Plan (COOP);

# COUNTY OF FAIRFAX

## COMMONWEALTH OF VIRGINIA

### GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

BIDS ON SOLICITATIONS ISSUED BY THE COUNTY WILL BIND BIDDERS TO THE APPLICABLE CONDITIONS AND REQUIREMENTS IN THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (GCIB) UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION AND SUBJECT TO APPLICABLE STATE, LOCAL, AND FEDERAL LAWS.

BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES SHOULD INFORM THEMSELVES FULLY AS TO THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS OF EACH COUNTY PROCUREMENT BEFORE SUBMITTING BIDS. FAILURE TO DO SO WILL BE AT THE BIDDER'S OWN RISK AND RELIEF CANNOT BE SECURED ON THE PLEA OF ERROR.

1. **AUTHORITY:** The Purchasing Agent has the sole responsibility and authority for purchasing supplies, materials, equipment, and services, except as excluded in the Fairfax County Purchasing Resolution. The Purchasing Agent's responsibility and authority includes, but is not limited to, issuing and modifying solicitations, negotiating and executing contracts, and placing purchase orders. In discharging these responsibilities, the Purchasing Agent may be assisted by contract specialists. Unless specifically delegated by the Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made that is contrary to these provisions and authorities shall be of no effect, void, and does not bind the County.

2. **DEFINITIONS:** Unless otherwise defined in the GCIB, capitalized terms shall have the meanings defined by the Fairfax County Purchasing Resolution.

AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

BID: The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

BIDDER/OFFEROR: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

INVITATION FOR BID (IFB): A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the County. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

REQUEST FOR PROPOSAL (RFP): A request for an offer from prospective offerors which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

SOLICITATION: The process of notifying prospective bidders that the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising (newspaper, County Web Site, or other electronic notification), the mailing of Notices of Solicitation, Invitation for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an informal solicitation to include telephone calls to prospective bidders.

### CONDITIONS OF BIDDING

3. **BID FORMS:** Unless otherwise specified in the solicitation, all bids must be (i) submitted on the forms provided by the County, including the bid Cover Sheet and Pricing Schedule(s); (ii) properly signed in ink in the identified spaces; and (iii) submitted in a sealed envelope or package.

If the bid prices or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

4. **LATE BIDS & MODIFICATIONS OF BIDS:**
  - a. Bids or proposals received after the date and time specified for receipt in the solicitation will not be considered.
  - b. If an emergency, unanticipated event, or closing of County offices interrupts or suspends normal County business operations so that bids cannot be received at the County office designated for receipt of bids by the exact time specified in the solicitation, then bids will be due at the same time of day specified in the solicitation on the first work day that normal County business operations resume.

### **General Conditions and Instructions to Bidders**

- c. The official time used for receipt of bids/modifications is the time and date stamp clock located in the Department of Procurement & Material Management. No other clocks, calendars or timepieces are recognized. All bidders must ensure all bids/modifications are received prior to the scheduled due date/time.
5. **WITHDRAWAL OF BIDS:** Bids shall be withdrawn only as set forth in the Fairfax County Purchasing Resolution.
6. **ERRORS IN BIDS:** When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if its bid is accepted.
7. **LABELING OF BIDS:** All bids and proposals submitted in response to a County solicitation must be submitted in a sealed envelope or package identified with the solicitation number, title, and bidder's name and address clearly marked on the outside of the envelope or package.
8. **ACCEPTANCE OF BIDS/BINDING 90 DAYS:** Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.
9. **CONDITIONAL BIDS:** Conditional bids may be rejected in whole or in part.
10. **BIDS FOR ALL OR PART:** The Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict its bid to consideration in the group aggregate by so stating, but must name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.
11. **AREA BIDS:** For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.
12. **RECEIPT OF BIDS:** Bids received prior to the time of opening will be securely kept, unopened by the County. No responsibility will attach to the Purchasing Agent or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered by the County.
13. **BID OPENING:** All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 63, General Conditions and Instructions to Bidders. The Purchasing Agent's representative assigned to open the bids will decide when the specified time for bid opening has arrived. Tabulations of bids received are posted on the County's website at: <http://www.fairfaxcounty.gov/procurement/bid-tab>  
  
Proposals received in response to a Request for Proposal (RFP) will be made available as provided in Paragraph 63, General Conditions and Instructions to Bidders.
14. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation that clearly necessary for the operation and completion of such equipment, but are: (i) not fully described by the County; or (ii) are omitted by the County from such specification, shall be considered a part of such equipment even if not directly specified or called for in the specifications.  
  
If a bidder finds discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, it shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.
15. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by a bidder, directly or indirectly, all such bids may be rejected. A bidder who has quoted prices on work, materials, or supplies to a bidder is not disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
16. **TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K.
17. **PROHIBITION AGAINST UNIFORM PRICING:** The Purchasing Agent encourages open and competitive bidding by all possible means and endeavors to obtain the maximum degree of open competition on all purchase transactions using the methods of procurement authorized by the Fairfax County Purchasing Resolution. Each bidder, by virtue of submitting a bid, guarantees that it has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

### **SPECIFICATIONS**

18. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the contract specialist whose name appears on the face of the solicitation no later than five working dates before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract specialist.

**General Conditions and Instructions to Bidders**

19. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired. Any article that the County in its sole discretion determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible for clearly and specifically identifying the product being offered and providing sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make, or manufacturer specified. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.
20. **SPECIFICATIONS:** When a solicitation contains a specification that states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder must abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

**AWARD**

21. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
  - b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
  - c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
  - d. The quality of performance of previous contracts or services;
  - e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
  - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
  - g. The quality, availability and adaptability of the goods or services to the particular use required;
  - h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
  - i. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and
  - j. Such other information as may be secured by the Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of non-responsibility, the Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.
22. **NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS:** A written award (or Acceptance Agreement) mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the solicitation shall result in a binding contract. The following documents, which are included in the solicitation, are incorporated by reference in and made part of the resulting contract:
- a. County of Fairfax Solicitation Form (Cover Sheet) and other documents which may be incorporated by reference, if applicable
  - b. Acceptance Agreement
  - c. General Conditions and Instructions to Bidders
  - d. Special Provisions and Specifications
  - e. Pricing Schedule
  - f. Any Addenda/Amendments/Memoranda of Negotiations
23. **TIE-BIDS:** If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of re-advertisement for bids, the Purchasing Agent is authorized to award the contract to the tie bidder that has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.
24. **PROMPT PAYMENT DISCOUNT:**
- a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.



**General Conditions and Instructions to Bidders**

- b. If a discount for prompt payment is allowed, the discount period will begin on the date of receipt of a properly completed invoice or acceptance of materials or services, whichever is later.
- c. For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check or issuance of an Electronic Funds Transfer, or completion of a credit card transaction.

- 25. **INSPECTION-ACCEPTANCE:** Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- 26. **DEFINITE BID QUANTITIES:** Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.
- 27. **REQUIREMENT BID QUANTITIES:** On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

**CONTRACT PROVISIONS**

- 28. **TERMINATION OF CONTRACTS:** Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
  - a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
  - b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
- 29. **TERMINATION FOR CONVENIENCE:** A contract may be terminated in whole or in part by the County in accordance with this clause whenever the Purchasing Agent determines that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.
- 30. **TERMINATION OF CONTRACT FOR CAUSE:**
  - a. If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the County shall have the right to terminate the contract. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
  - b. Termination of the Contract for Cause does not relieve the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.
- 31. **CONTRACT ALTERATIONS:** No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or her authorized agent.
- 32. **SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS:** It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign its right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from its obligations or change the terms of the contract.
- 33. **FUNDING:** The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

**General Conditions and Instructions to Bidders**

34. **DELIVERY/SERVICE FAILURES:** If a Contractor (i) fails to deliver goods or services within the time specified or within a reasonable time as interpreted by the Purchasing Agent; or (ii) fails to make replacements or corrections of rejected articles or services when so requested, immediately or as directed by the Purchasing Agent, then the Purchasing Agent shall have the authority to purchase in the open market goods or services of comparable grade or quality to replace goods or services not delivered or rejected. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.
35. **NON-LIABILITY:** The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the reasonable control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at her discretion terminate the contract.
36. **NON-DISCRIMINATION:** During the performance of this contract, the Contractor agrees as follows:
- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
  - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  - d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
  - e. Contractor shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended. Contractor shall further require that all of its subcontractors will comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.
37. **SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS USE:**
- a. It is the declared policy of the County of Fairfax, through its Small and Minority Business Enterprise Program, that Fairfax County and its employees undertake every effort to increase opportunity for use of small or minority businesses in all aspects of procurement to the maximum extent feasible.
  - b. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small, women and minority businesses.
  - c. Where Federal grants or monies are involved, it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as they pertain to small and minority business use.
38. **GUARANTEES & WARRANTIES:** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before contract execution. Unless otherwise stated, manufacturer's standard warranty applies.
39. **PRICE REDUCTION:** If the Contractor makes a general price reduction for any material covered by the solicitation to customers generally, an equivalent price reduction shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers (i.e., wholesalers, jobbers, or retailers), which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price is not a "general price reduction" under this provision. The Contractor shall submit its invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor will also within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT.
40. **CHANGES:** If in the Purchasing Agent's opinion, it becomes proper or necessary in the execution of this contract to make any change in design, or to make any alterations that will increase the expense, the Purchasing Agent shall determine an equitable adjustment to the Contractor's compensation.
- No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor are first expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.
41. **PLACING OF ORDERS:** Orders against contracts will be placed with the Contractor by Purchase Order or Procurement Card (P-Card) executed and released by the Purchasing Agent or their designee. When a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

**General Conditions and Instructions to Bidders****DELIVERY PROVISIONS**

42. **SHIPPING INSTRUCTIONS - CONSIGNMENT:** Unless otherwise specified in the solicitation each case, container, package, etc., delivered under the contract must be plainly marked, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.
43. **RESPONSIBILITY FOR MATERIALS OR GOODS TENDERED:** Unless otherwise specified in the solicitation, the Contractor is responsible for the materials or supplies covered by the contract until they are delivered at the delivery point designated by the County. The Contractor bears all risk of loss on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at its risk and expense or dispose of them as the County's own property.
44. **INSPECTIONS:** Inspection and acceptance of materials or supplies will be made after delivery at the designated destinations unless otherwise stated. If inspection is made after delivery at the designated destination, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection is conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.
45. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the contract or as directed by the Purchasing Agent when not in conflict with the contract. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. If the Contractor claims the delay in receipt of goods was caused by the County, the Contractor must provide evidence satisfactory to the Purchasing Agent supporting the Contractor's claim. Any request for extension of delivery time from that specified in the contract must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. If the Contractor is delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See contract for the individual instructions.
46. **POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.
47. **ADDITIONAL CHARGES:** Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.
48. **METHOD AND CONTAINERS:** Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers that are constructed to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.
49. **REPLACEMENT:** Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.
50. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments must be accompanied by Packing Slips or Delivery Tickets and must contain the following information for each item delivered:
- The Purchase Order Number,
  - The Name of the Article and Stock Number (Supplier's),
  - The Quantity Ordered,
  - The Quantity Shipped,
  - The Quantity Back Ordered,
  - The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions is sufficient reason for the County's refusal to accept the goods.

**BILLING**

51. **BILLING:** Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted for each purchase order immediately upon completion of the shipment or services. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

**PAYMENTS**

52. **PAYMENT:** Payment shall be made after satisfactory performance that is in accordance with all provisions of the contract, and upon receipt of a properly completed invoice. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any subsequent modifications.

**General Conditions and Instructions to Bidders**

53. **PARTIAL PAYMENTS:** Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.
54. **PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING:** When equipment requires installation (which includes erection, setting up or placing in position, service, or use) and testing, and the installation or testing is delayed, payment may be made based on 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made based on 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

**GENERAL**

55. **GENERAL GUARANTY:** Contractor agrees to:
- Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
  - Warrant that when the contract includes a software license, or use of licensed software, the Contractor is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted through the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
  - Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
  - Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
  - Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of the County.
  - Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.
56. **SERVICE CONTRACT GUARANTY:** Contractor agrees to:
- Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions of those documents provided that the County may reduce the said services at any time.
  - Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
  - All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable government rules, regulations, methods, and procedures.
  - Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. The County is under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
  - Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.
57. **INDEMNIFICATION:**
- General Indemnification: Contractor must indemnify, keep and save harmless, and defend the County, its agents, officials, employees and volunteers against Claims that may accrue or arise against the County as a result of the granting a contract, if the Claim was caused by the negligence or error, or omission of the Contractor, its employees, its subcontractor, or its subcontractor's employees. As used in this Section, a Claim includes: injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. Upon request by the County, the Contractor must at its own expense: appear, defend, and pay all attorney's fees and all costs and other expenses related to the Claim. If, related to a Claim, any judgment is rendered against the County or a settlement reached that requires the County to pay money, the Contractor must at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, does not limit the Contractor's responsibility to indemnify, keep and save harmless, and defend the County as provided in this Contract.
  - Intellectual Property Indemnification: In addition to the General Indemnification, Contractor will indemnify the County for and defend the County against third-party claims for infringement of any valid United States patent, trademark or copyright by the Contractor's products, software, services, or deliverables. Contractor must indemnify the County for any loss, damage, expense or liability, including costs and reasonable attorney's fees that may result by reason of any such claim. In the event of a claim covered by this subparagraph, and in addition to all other obligations of Contractor in this Paragraph 58, Contractor must at its expense and within a reasonable time: (a) obtain a right for the County to continue using such products and software, or allow Contractor to continue performing the Services; (b) modify such products, software, services or deliverables to make them non-infringing; or (c) replace such products or software with a non-infringing equivalent. If, in the Contractor's reasonable opinion, none of the foregoing options is feasible Contractor must immediately notify the County and accept the return of the products, software, services, or deliverables, along with any other components rendered unusable as a result of the infringement or claimed infringement, and refund to the County the price paid to Contractor for such components as well as any pre-paid fees for the allegedly infringing services, including license, subscription fees, or both. Nothing in Paragraph 58, however, relieves the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract related to a third-party infringement claim.

**General Conditions and Instructions to Bidders**

- c. **Right to Participate in Defense.** The County may, at its sole expense, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the Claim, except when such defense or resolution requires the County to (i) admit liability or wrongdoing; or (ii) to pay money. In either of these cases Contractor must obtain the County's prior written consent before entering into such settlement or resolution.
  - d. **No Indemnification by the County.** The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.
58. **OFFICIALS NOT TO BENEFIT:**
- a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of their knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of their immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
  - b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
  - c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.
59. **LICENSE REQUIREMENT:** All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: <https://www.fairfaxcounty.gov/taxes/business/understanding-bpol-tax>. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.
60. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
61. **COVENANT AGAINST CONTINGENT FEES:** The 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 the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
62. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
  - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
  - c. Trade secrets or proprietary information submitted by a bidder, offeror or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

**General Conditions and Instructions to Bidders**

- d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.
- e. The County cannot maintain as confidential any information, data, or records obtainable through the Virginia Freedom of Information or similar law. This includes records or information that have not been properly designated as trade secret or proprietary information pursuant to Va. Code Ann. § 2.2-4342(F).

**BIDDER/CONTRACTOR REMEDIES****63. INELIGIBILITY:**

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the Purchasing Agent.
  - 1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within ten (10) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
  - 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within ten (10) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
- b. The Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
  - 1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
  - 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County Contractor;
  - 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
  - 4. Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension or debarment action:
    - a. failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
    - b. a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for suspension or debarment;
  - 5. Any other cause the Purchasing Agent determines to be so serious and compelling as to affect responsibility as a Contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
  - 6. The contractor has abandoned performance, been terminated for default on a Fairfax County project, or has taken any actions that inure to the detriment of Fairfax County or a Fairfax County project;
  - 7. The Contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

**64. APPEAL OF DENIAL OF WITHDRAWAL OF BID:**

- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4.A.8, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was not an honest exercise of discretion, but rather was arbitrary or capricious or not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid, the sole relief shall be withdrawal of the bid.

**65. APPEAL OF DETERMINATION OF NONRESPONSIBILITY:**

- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.
- b. If, upon appeal, it is determined that the decision of the Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has

begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

**66. PROTEST OF AWARD OR DECISION TO AWARD:**

- a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency

**General Conditions and Instructions to Bidders**

basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 2, Section 2, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4.D of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 4.D, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia. Nothing in this section shall be construed to permit a bidder to challenge the validity of the terms or conditions of the Invitation for Bid or Request for Proposal.

- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

**67. CONTRACTUAL DISPUTES:**

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the Purchasing Agent, who shall reduce her decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the Purchasing Agent's decision on the claim, unless the Purchasing Agent fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

68. **LEGAL ACTION:** No bidder, offeror, potential bidder or offeror, or Contractor shall institute any legal action until all statutory requirements have been met.

69. **VENUE:** This contract and its terms, including but not limited to, the parties' obligations, the performance due, and the remedies available to each party, are governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflicts of laws, rules, or provisions that would cause the application of any laws other than those of the Commonwealth of Virginia do not apply. Any and all disputes, claims, and causes of action arising out of or in any way connected with this contract or its performance must be brought in the applicable court of Fairfax County, or in the United States District Court for the Eastern District of Virginia, Alexandria Division.

70. **COOPERATIVE PURCHASING:** The County or any entity identified in the Fairfax County Purchasing Resolution, Article 1, Section 3 may participate in, sponsor, conduct or administer a cooperative procurement agreement as set forth in the Fairfax County Purchasing Resolution.

71. **DRUG FREE WORKPLACE:** During the performance of a contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to

a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

72. **IMMIGRATION REFORM AND CONTROL ACT:** Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

73. **AUDIT OF RECORDS:** The parties agree that County or its agent must have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to the Contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor must include this requirement in all subcontracts related to this Contract.

**General Conditions and Instructions to Bidders**

74. **NONVISUAL ACCESS:** All information technology, which is purchased or upgraded by the County under this contract, must comply with the following access standards from the date of purchase or upgrade until the expiration of the Contract:
- a. Effective, interactive control and use of the technology (including the operating system), applications programs, and format of the data presented, shall be readily achievable by nonvisual means;
  - b. the technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom the blind or visually impaired individual interacts;
  - c. Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and
  - d. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. A covered entity may stipulate additional specifications in any procurement.
  - e. Compliance with the nonvisual access standards set out this Section is not required if the Board of Supervisors determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and (ii) nonvisual equivalence is not available.

**APPROVED:**

/S/ Elizabeth D. Teare  
**COUNTY ATTORNEY**

/S/ Cathy A. Muse  
**COUNTY PURCHASING AGENT**



**OFFEROR DATA SHEET**

NAME OF OFFEROR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

Name and e-mail addresses of both service and fiscal representatives (Key Personnel) who would handle this account.

Service Representative: \_\_\_\_\_  
Telephone Number: (    ) \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Fiscal Representative: \_\_\_\_\_  
Telephone Number: (    ) \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Payment Address, if different from above:

\_\_\_\_\_  
\_\_\_\_\_

## BUSINESS CLASSIFICATION SCHEDULE

**PLEASE CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING IN STEP 1. STEP 2 IS OPTIONAL.** This designation is requested of all business/organizations including publicly traded corporations, non-profits, sheltered workshops, government organizations, partnerships, sole proprietorships, etc. Fairfax County does not certify business classifications nor does it establish preferences or set-asides for specific classifications.

### Examples:

- A small, Asian women-owned business would mark "Small" in Step 1, then "Women-Owned" and "Minority-Owned" in Step 2
- A small, service-disabled veteran and women-owned business would mark "Small" in Step 1, then "Women-Owned" and "Service-Disabled Veteran-Owned" in Step 2
- A government agency/public body would ONLY mark "Government Agency/Public Body" in Step 1

**NAME OF BUSINESS:** \_\_\_\_\_

**LAST 4 DIGITS OF TIN/EIN:** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_

**Step 1: Please indicate the classification of your business/organization. Select ONLY one (1) option.**

☐ Small      ☐ Large      ☐ Non-Profit      ☐ Government Agency/Public Body      ☐ Shelter Workshop

**Step 2 (OPTIONAL): Please indicate what type of ownership your business/organization consists of. You may choose MORE than one (1) option.**

☐ Women-Owned      ☐ Minority-Owned      ☐ Service-Disabled Veteran-Owned

### DEFINITIONS

**Small Business/Organization** - "Small business" means a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business.

**Minority Business** - is a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least 51% of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native American, Eskimo, or Aleut.

**Women-Owned Business** - a business concern that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.

**Service-Disabled Veteran** - means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service - connected disability rating fixed by the United States Department of Veterans Affairs.

**Service-Disabled Veteran-Owned Business** - is a business that is at least 51 percent owned by one or more service - disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service-disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service-disabled veterans.

**Shelter Workshop** - a private non-profit, state, or local government institution that provides employment opportunities for individuals who are developmentally, physically, or mentally impaired, to prepare for gainful work in the general economy. These services may include physical rehabilitation, training in basic work and life skills (e.g., how to apply for a job, attendance, personal grooming, and handling money), training on specific job skills, and providing work experience in the workshop.

**VIRGINIA STATE CORPORATION COMMISSION (SCC)**  
**REGISTRATION INFORMATION**

The offeror:

☐ is a corporation or other business entity with the following SCC identification number:  
\_\_\_\_\_ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why whose contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals: ☐

**Request for Protection of Trade Secrets or Proprietary Information Pursuant to Article 2, Section 4.D.3 of the Purchasing Resolution and Va. Code Ann. § 2.2-4342(F)**

Request for Protection of Trade Secrets or Proprietary Information Pursuant to Article 2, Section 4.D.3 of the Purchasing Resolution and Va. Code Ann. § 2.2 4342(F)

This form is provided as a courtesy to assist vendors desiring to protect trade secrets and proprietary information from disclosure under the Virginia Freedom of Information Act. In order to receive protection, you must (a) invoke the protection prior to or upon submission of the data or other materials, (b) identify the data or other materials to be protected, and (c) state the reason(s) why protection is necessary. Each of these requirements must be met with respect to the particular information for which protection is sought.

a) Submission of this form with or without other reference to Article 2, Section 4.D.3 of the Purchasing Resolution or Va. Code Ann. § 2.2-4342(F) shall satisfy the invocation requirement with respect to data or other materials clearly identified herein.

b) Identify the specific data or other material for which protection is sought. Suggested forms of designation include: listing the Proposal Section, Tab, or Page numbers; attaching to this form a copy of the table of contents from your Proposal with the relevant trade secret or proprietary contents highlighted; or identifying herein a document stamp used within the Proposal to designate the relevant materials (e.g. "all portions of the Proposal marked "Proprietary" or "Trade Secret"). NOTE: The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.

c) For each distinct section of data or other information identified in response to paragraph b), above, state the reason(s) why protection is necessary. NOTE: Your explanation must do more than simply stating the materials are "proprietary," or "trade secrets," or "not publicly available." You may attach additional sheets to this form as needed.

Use of this form does not guarantee protection. It is incumbent upon each vendor to meet the prerequisites for protection of their trade secrets or proprietary information. Provision of this form does not constitute legal advice; you are encouraged to consult with your legal counsel prior to designation of materials for protection.

| DATA/MATERIAL TO BE PROTECTED | SECTION NO., & PAGE NO. | REASON WHY PROTECTION IS NECESSARY |
|-------------------------------|-------------------------|------------------------------------|
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**BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE**

All firms located or operating in Fairfax County must obtain a Business, Professional and Occupational License (BPOL) as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia. In order for the Department of Tax Administration to determine your BPOL requirement prior to contract award, it is necessary for you to provide the following information:

- If you currently have a Fairfax County business license, please submit a copy with your proposal.
- Do you have an office in:      Virginia                      ☐ Yes                      ☐ No  
   Fairfax County                      ☐ Yes                      ☐ No
- Date business began/will begin work in Fairfax County

A detailed description of the business activity that will take place in Fairfax County. If business is located outside of Fairfax County, give the percentage of work actually to be done in the County

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Complete and return this form or a copy of your current Fairfax County Business License with your proposal.**

**CERTIFICATION REGARDING DEBARMENT OR SUSPENSION**

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all offerors submitting a proposal in response to this Request for Proposal:

1. The Offeror certifies, to the best of its knowledge and belief, that neither the Offeror nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration.
2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Offeror shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time prior to award, the Offeror learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Offeror rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate the contract resulting from this solicitation for default.

**Printed Name of Representative:** \_\_\_\_\_

**Signature/Date:** \_\_\_\_\_ / \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**SSN or TIN No:** \_\_\_\_\_

**Certification Regarding Ethics in Public Contracting**

In submitting this bid or proposal, and signing below, Bidder/Offeror certifies the following in connection with a bid, proposal, or contract:

Check one:

☐

1. I have not given any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to any public employee or official have official responsibility for a procurement transaction.

☐

2. I have given a payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to a public employee or official have official responsibility for a procurement transaction, but I received consideration in substantially equal or greater value in exchange.

If 2 is selected, please complete the following:

Recipient: \_\_\_\_\_

Date of Gift: \_\_\_\_\_

Description of the gift and its value:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of the consideration received in exchange and its value:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Printed Name of Bidder/Offeror Representative: \_\_\_\_\_

Signature/Date: \_\_\_\_\_ / \_\_\_\_\_

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

Company Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

***This certification supplements but does not replace the requirements set forth in paragraph 64 (OFFICIALS NOT TO BENEFIT) of the General Conditions and Instructions to Bidders included in this solicitation***

## **DETAILED PRICE SCHEDULE SHEET FAIRFAX CONNECTOR BUS OPERATIONS AND MAINTENANCE**

The Detailed Price Schedule Sheet can be downloaded by going to [www.fairfaxcounty.gov/solicitation/](http://www.fairfaxcounty.gov/solicitation/) RFP2000002690 - Electronic Documents