

WILLIAMSBURG AREA TRANSIT AUTHORITY

REQUEST FOR PROPOSALS (RFP) 11-001

Contract Provider for Vehicle Maintenance Services

ADDENDUM NO. 2

Date: October 20, 2010

This addendum is forwarded to provide answers to questions received on RFP 11-001. Please email either of the following WATA staff if you have any questions regarding this Addendum:

Richard Drumwright at richardd@james-city.va.us

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Q.1-2: Can you provide a summary of tour bus services for 1-2 years?

A: This information is not available. Estimated annual revenue from these services was \$192,000.

Q.2-2: Can you provide us with costs associated with facility lease other than monthly rent? For example, taxes, utilities and fees.

A: Estimated annual costs are \$33,000 which includes electricity, water/sewer, waste removal, natural gas and taxes. Please note that this does not include facility maintenance or landscaping costs.

Q.3-2: Who is responsible for repairs to fleet washing equipment?

A: The Contractor.

Q.4-2: Is the contractor required to provide maintenance services for the facility?

A: Yes. For specific requirements, see Attachment E of the RFP, CWF Sample Lease Agreement. The Contractor is responsible for managing all facility and grounds maintenance.

Generally, maintenance to common areas of the property (exterior lighting, driveways, landscaping/lawn, retention pond), is billed at cost by the Contractor according to the following: WATA 25% and CWF 25%. The remaining 50% is the responsibility of the Contractor. More specific maintenance is charged to the occupant of the particular area. For example, maintenance to WATA offices on the second floor of the maintenance facility is billed to WATA at 100%. The exception to this would be building design flaws which are the responsibility of the landlord (CWF). For example, a recent

leak in the roof was determined to be as a result of a building flaw and was therefore the responsibility of CWF.

Q.5-2: In light of having two fleets and two separate contracts, how would you like us to allocate the non-tech fixed expenses to each fleet?

A: 75% to WATA, 25% to CWF.

Q.6-2: On the bid sheet you are developing, can you add a line item for anticipated total monthly/annual technician billable hours so the evaluation between projected bidders can be extrapolated on anticipated annual cost for this revenue stream?

A: No. See Exhibit 2.B for a price quote template.

Q.7-2: Is the facility lease rate and all applicable taxes, fees, etc. billed as a pass through or built into the administrative fee or hourly labor rate?

A: The costs should be built into fixed fees.

Q.8-2: Please provide the last twelve months total expense for operating the maintenance facility. Rent, utilities, phone, taxes, fees, etc.

A. Estimated annual costs are \$33,000 which includes electricity, water/sewer, waste removal, natural gas and taxes. Real estate taxes are estimated at \$2,500 (included in total given). This does not include maintenance or landscaping costs.

Q.9-2: Are telephones and internet services provided or billed as a utility?

A: The maintenance contractor will be responsible for providing its telephone and internet services. See Section 15.6.2, page 13 of RFP 11-001.

Q.10-2: Detail what furniture will remain with the facility and at what cost if applicable.

A: The Contractor should plan to provide furniture.

Q.11-2: Please provide a detailed list of all shop equipment, lifts, diagnostic and hand tools that will remain with the facility. Please note if provider will have to purchase any of the noted items and the purchase price of each item.

A: See Addendum 1, question 14-1. **Update/Correction to Previous Answer:**

Equipment owned by:

CWF: 1 mobile lift, 12k gallon fuel tank, 20k gallon fuel tank, FSI equipment, vehicle washing equipment, generator, .

WATA: King-Pin Press, Trim Diagnostic Test Bench (automated fare collection units).

Current Contractor: air compressor, 2-1,500 gallon oil tanks, lube equipment, all hand tools.

Q.12-2: How many hours of labor were billed to the tour bus activity for the last 12 months? What was the total billed out revenue for this activity?

A: This information is not available. Estimated annual revenue from these services was \$192,000.

Q.13-2: How much vehicle hiking activity was there within the “no charge” Williamsburg Area in the last 12 months?

A: Negligible.

Q.14-2: Define what times and days are peak fueling periods. When is the provider required to provide dedicated fueling employees as opposed to non-dedicated?

A: Peak fueling hours for WATA are 8:00 p.m. to 9:00 p.m. from mid-August through May, and 10:00 p.m. to 11:00 p.m. from June through mid-August. Peak fueling hours for CWF are 7:00 a.m. to 11:00 a.m., Monday through Friday. In addition, CWF light fleet vehicles fuel sporadically throughout the day.

Q.15-2: Please provide annual volumes of diesel, CNG and gasoline consumed in bulk?

A: Annual Total for a 12 month period: Diesel 374,157 gallons, CNG 67,732

Q.16-2: Please provide the cost that WATA was billed for bulk fuel in the last 90 days on a per gallon basis.

A: WATA is not billed for bulk fuel. Please consider the following information for the 1st quarter in FY 2011 (July 1 – September 30, 2010):

<u>MONTH</u>	<u>DIESEL</u>			<u>UNLEADED</u>		
	<u># GAL</u>	<u>AVER \$/GAL</u>	<u>TTL BILLED</u>	<u># GAL</u>	<u>AVER \$/GAL</u>	<u>TTL BILLED</u>
Jul-10	19,565.1	\$2.7901	\$54,257.09	529.0	\$2.7124	\$1,434.05
Aug-10	21,422.2	\$2.8455	\$69,339.06	461.9	\$2.7673	\$1,278.23
Sep-10	18,283.4	\$2.8139	\$51,429.83	423.6	\$2.6624	\$1,128.69
TOTAL	59,270.7	\$2.8165	\$175,025.98	1,414.5	\$2.7140	\$3,840.97

Q.17-2: How much fuel is consumed from retail outlets on an annual basis?

A: Negligible.

Q.18-2: What percentage of the total fuel consumption of both fleets is delivered through the bulk on-site system?

A: 100%.

Q.19-2: Can you provide the cost for the retail fuel purchases on a per gallon basis for the last 90 days?

A: No.

Q.20-2: Please confirm that the only washing requirements for the maintenance provider is exterior washing, projected at once per week, per vehicle.

A: Yes, this is the case for buses and trolleys. Light fleet vehicles (CWF Private Fleet) are typically not washed at the maintenance facility. However, tour bus services include vehicle washing.

Q.21-2: Will the provider be responsible for seat repair and graffiti removal?

A: Yes. See Section 16.1.1 on page 25 of the RFP.

Q.22-2: Will the provider be required to meet the DBE general goal of 15%?

A: As a recipient of federal revenues in support of vehicle maintenance functions, WATA encourages contractor efforts to use DBE. Expectations to this end are noted in Section 23.28 on page 55 and Section 12 on page 9 of the RFP.

Q.23-2: Is there a Performance Bond requirement?

A: No.

Q.24-2: How much of the work is seasonal? Can a monthly route schedule be provided that shows the fluctuation on a month by month basis?

A: See Exhibit 2.C which includes maintenance costs for 16 CNG buses, 4 minibuses (CWF), and 4 Bluebird buses (CWF). See Exhibit 2.D which includes FY10 maintenance costs for WATA's Public Fleet.

Q.25-2: What percentage of the total maintenance work is being outsourced by the current provider?

A: Approximately 10% for entire fleet.

Q.26-2: Can you provide a sample invoice that identifies the requirements of the RFP in paragraph 15.11?

A: See Exhibit 2.E for CWF requirements. See Exhibit 2.F for WATA requirements.

Q.27-2: Please provide a detail of what bodies or chassis that are mounted on the following units.

A: See Exhibit 2.A.

Q.28-2: On Exhibit A of the answers provided on October 13, 2010, what do the values in Column ARRA-Parts & Labor Combined mean? Is this column the sum of the labor and parts columns on the same exhibit? Several months have no activity in this column and when there is activity, it does not equal the sum of the parts and labor columns on the same document. Is this ARRA labor and parts expense in addition to the labor column and parts column noted on the same exhibit?

A: At the time of the issuance of Exhibit A, the maintenance costs funded by ARRA funds (America Recovery and Reinvestment Act – Stimulus Funds) were not available as separate costs for labor and parts. Please see Exhibit 1.A.1 for **revised** totals.

Q.29-2: What is the subcontracted maintenance dollar value over the last 12 months for the WATA fleet? Please exclude glass and body damage from this value.

A: Data not available

Q.30-2: How many Technicians does the current provider dedicate for the combined WATA and CWF fleet?

A: Nine technicians.

Q.31-2: How many Utility Workers/Fuelers/Washers does the current provider dedicate for the combined WATA and CWF fleet?

A: Three fuelers.

Q.32-3: What does the contingency fleet mean on the fleet list?

A: A contingency fleet is vehicles that have met their service life but are kept in preparation for emergencies or operational necessity.

Q.33-2: What fuel system are you using today in respect to the bulk fueling system? What fuel management system is being used today?

A: Current monitoring system for underground tank is Veeder-Root. The fuel dispenser is manufactured by Gasboy and is model 9050 AXTW.

Q.34-2 Are there card readers on the fuel island?

A. No.

Q.35-2 Are there phone lines and electricity installed at fuel islands?

A. Yes, electricity is installed, as is a data line. Currently, the phone system in the fuel island is used for intercom purposes only.

- Q.36-2: Who is responsible for the repair and maintenance of the diesel and gas fuel pumps/dispensers?**
- A: The Contractor.
- Q.37-2: We understand that the WATA fleet must be washed once per week. However, can you provide an estimate of how many washes are actually done on a weekly basis on the CWF fleet?**
- A: Approximately 20 per week.
- Q.38-2: In section 16.14, it's noted that the provider should detail a per wash cost in their response. Will this be inserted into the bid sheet that will be published in Addendum 2? Or do you want this cost allocated in the administrative fee and not charged on a per occurrence basis?**
- A: It is included in the guidance document, Exhibit 2-B. We prefer the wash cost be based on a per occurrence basis.
- Q.39-2: In the event that a different provider is awarded the business, will you make available any office space for our start up and transition team?**
- A: We are willing to discuss the Contractor's needs upon intent to award.
- Q.40-2 Please provide the number of current contractor positions by job classification, current wage rates and employment status (full or part-time).**
- A. Supervisor (1), Technician (9), Fueller (3). Staff is presumed to be full time. Current Contractor personnel information regarding wages is confidential.
- Q.41-2 Is any part of the employee group currently covered by a union contract? If so, please provide a copy of the applicable collective bargaining agreement.**
- A. No.
- Q.42-2 Please provide details of fringe benefit programs (medical, pension, life, dental, etc.) provided to current transit system employees.**
- A. Not relevant to contract.
- Q.43-2 Who is the current contractor(s) for the services described in this RFP?**
- A. Penske Truck Leasing Co., LP
- Q.44-2 What are the current contractor's rates for provision of the services provided in this RFP? Please provide copies of invoices for three recent months of service.**

- A. For WATA's Public Fleet Only:
1. Hourly rate: \$41.29
 2. Parts/Tires: 20% markup
 3. 3rd Party Subcontracts: at Contractor's cost
 4. Vehicles – Fixed Fees
 - i. New Body-on-Chassis \$169.67
 - ii. Old Body-on-Chassis \$161.89
 - iii. Admin. \$81.49
 - iv. Admin. Van \$79.15
 - v. MB 603 & 604 \$300.00
 - vi. Bus – 35' \$312.43
 - vii. Bus – 30' \$291.16
 - viii. Trolley \$169.67

See Exhibit 1.A.1 for a summary of monthly maintenance, labor and parts costs for FY10.

Q.45-2 Should proposers submit proposed rates for just the first year of the contract, for each of the five-year base term years of the contract or for all years of the base period plus option years?

- A. Submit proposed rates for all years.

Q.46-2 What is the anticipated length of the service day for the services supported by this contract? How does the length of service day change during the year?

- A. See Section 15.4, page 12 of the RFP. Also, see Q.11-1 on Addendum 1.

Q.47-2 What is the current maximum peak hour revenue vehicle requirements and revenue hours of service for WATA and CWF services for weekdays, Saturdays and Sundays? How does this vary during the year?

- A. Current maximum peak hour revenue vehicle requirements are 30 vehicles. See Section 11-1 in Addendum 1.

Q.48-2 What is the fleet spare ratio for both WATA and CWF services?

- A. For Public Fleet: 22%. For special events: 19%

Q.49-2 Page 2 Paragraph 3 states a 6 bay garage while the lease agreement states it is a 3 bay garage. Which is correct?

- A. There are 3 double-sized bays which provide space to work on 6 vehicles.

Q.50-2 What is the square footage of the garage?

- A. Main shop: 10,300 sq. ft. of which 6,500 sq. ft. are service bays; washing area: 2,500 sq. ft.; oil room: 340 sq. ft.; tire room: 408 sq. ft.; all other: 552 sq. ft. (i.e. aisles, stairways)

- Q.51-2 Is a security system in use at the facility?**
- A. Yes. The interior system is a fire detection system. The exterior surveillance system is monitored by WATA. Future plans include installation of motorized gates.
- Q.52-2 What is the square footage of the WATA and CWF owned parts storage area? Are WATA and CWF owned parts storage area secured?**
- A. The mezzanine section of the maintenance facility is 900 sq. ft. total. This area houses Contractor supplies and parts, as well as CWF- and WATA-owned inventory. No, this area is not secured.
- Q.53-2 What is the square footage of the contractor's parts storage area? Are contractor's parts storage area secured?**
- A. The main parts storage area is located on the main floor of the facility and is 425 sq. ft. Also, see above answer. This area is enclosed with a door that can be secured. The mezzanine area is not secured.
- Q.54-2 How much office space is available for contractor?**
- A. Supervisor's office: 130 sq. ft.; locker room: 360 sq. ft.; lunch room: 270 sq. ft.; write-up area: 50 sq. ft.
- Q.55-2 Will the new contractor be required to retain former contractor's employees?**
- A. No.
- Q.56-2 What are the manufacturers and model names/numbers of the audio/visual and farebox equipment? Are secure rooms for repair and maintenance of this equipment available?**
- A. Audio/visual equipment: Luminator Gen 4 (amber front destination signs). Automated farebox equipment: GFI Genfare Odyssey Validating Farebox. There is no secure room dedicated for repair and maintenance of this equipment.
- Q.57-2 Does the Contractor retain all vehicle warranty claim reimbursements?**
- A. See Section 16.1.2, pages 25-26 in the RFP.
- Q.58-2 What specific diagnostic and other equipment is made available to the Contractor by WATA/CWF?**
- A. Diagnostic software for Orion buses will be available to the Contractor. A Trim Diagnostic Test Bench (automated fare equipment) will be available.
- Q.59-2 Is the Contractor reimbursed for its tires and vehicle painting expense?**

- A. Yes. Tires and vehicle painting are treated like any other type of work.
- Q.60-2 Is the Contractor reimbursed for outside maintenance services (i.e. major component rebuilds, wheel alignments, etc.)?**
- A. Yes. The Contractor will be reimbursed at cost.
- Q.61-2 Is the Contractor responsible for the cost of cleanout of the facility's oil-water separator?**
- A. Yes.
- Q.62-2 Please provide a history of facility utility cost and real estate taxes that have been paid by the current Contractor?**
- A. Estimated annual costs are \$33,000 which includes electricity, water/sewer, waste removal, natural gas and taxes. Real estate taxes are estimated at \$2,500 (included in total given). This does not include maintenance or landscaping costs.
- Q.63-2 As described in Section 16.9 of the RFP, what amount of tour bus services has been provided by the current contractor?**
- A. Estimated annual revenue from these services was \$192,000.
- Q.64-2 Request an extension of two weeks to proposal due date to respond to RFP.**
- A. The schedule we have established for this Request for Proposals allows time for proposal evaluation, review and approval required by our Board of Directors and time to ensure a new contract is in place by January 1, 2011. To vary from this schedule threatens meeting this delivery date.
- Q.65-2 Section 15.7 FMIS request copies of current maintenance activity reports and KPI reports and any other specialized reports to see if our FMIS is compatible and able to print reports needed by the WATA.**
- A. We do not currently have this capability. In partnership with the Contractor, we are looking to develop specialized reports.
- Q.66-2 Does the WATA require visibility and access to the FMIS of the contractor?**
- A. Yes, for WATA's Public Fleet and CWF's Private Fleet.
- Q.67-2 What criteria will be used to allow or deny maintenance services to other private fleet operations from the WATA maintenance facility?**

- A. 1. Demonstrated ability to service WATA, CWF and Tour Bus customers satisfactorily.
2. Other private fleets accepted must:
- Not have 18-wheel tractor trailers.
 - Not include school buses.
 - Be of 10 vehicles or less in fleet size.

Q.68-2 Section 15.13 please provide an example of the National Transit Database (NTD) monthly report that needs to be submitted by the contractor as we need to understand what type of information is reported.

- A. Data needed on ALL Public Fleet – Report monthly
1. Odometer readings on all vehicles as of the last day of the month
 2. Number of major mechanical system failures on vehicles: From NTD: Failures of a mechanical element of the revenue vehicle that prevents the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip because actual movement is limited or because of safety concerns.
 3. Number of “Other mechanical system failures: From NTD: Failures of some other mechanical element of the revenue vehicle that, because of local agency policy, prevents the revenue vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip even though the vehicle is physically able to continue in revenue service.
 4. Finished Jobs report
 5. Number of road calls and reasons.

Q.69-2 Is a performance or bid bond required for this contract or RFP? If so, what is the amount?

- A. No.

Q.70-2 Is maintenance of the facility, fixing overhead doors, facility repairs etc... the responsibility of the WATA?

- A. No. It is the Contractor’s responsibility. See RFP Attachment E, Sample Lease Agreement.

Q.71-2 Please provide a listing of the current pricing being charged to WATA for the 10 fastest moving parts from inventory, inclusive of tires.

- A. Not available

Q.72-2 Section 16.17.1 Can you provide a list of which buses that the WATA plans to replace in 2013, 2014 and 2015 if Federal funding is approved?

A. See below.

Vehicle	VIN #	VA License	Features
2002 New Flyer 30' (250201) diesel	5FYD2TU1824023814	49488L	Ramp, bike rack
2002 New Flyer 30' (250202) diesel	5FYD2TU1X24023815	49487I	Ramp, bike rack
2002 New Flyer 30' (250203) diesel	5FYD2TU112U023816	49491L	Ramp, bike rack
2002 New Flyer 30' (250204) diesel	5FYD2TU132U023817	49485L	Ramp, bike rack
2002 New Flyer 30' (250205) diesel	5FYD2TU152U023818	49492L	Ramp, bike rack
2002 New Flyer 30' (250206) diesel	5FYD2TU172U023819	49497L	Ramp, bike rack
2002 New Flyer 35' (250207) diesel	5FYD2GV182U023947	49496L	Ramp, bike rack
2002 New Flyer 35' (250208) diesel	5FYD2GV1X2U023948	49490L	Ramp, bike rack
2002 New Flyer 35' (250209) diesel	5FYD2GV112U023949	49489L	Ramp, bike rack
2002 New Flyer 35' (250210) diesel	5FYD2GV182U023950	49495L	Ramp, bike rack
2005 New Flyer 30' (250503) diesel	5FYD4VV135C027641	129301L	Ramp, bike rack
2005 New Flyer 30' (250504) diesel	5FYD4VV155C027642	123650L	Ramp, bike rack

Q.73-2 Who is responsible for snow removal at the WATA maintenance facility?

A. The Contractor.

Q.74-2 In order to respond to 8.1.5 Parts and Warehousing Plan (Inventory), can you provide last 12 months detailed repair history?

A. Repair History is not available, however, the top ten parts used are:

1. Oil
2. Filters
3. Tires
4. Wiper Blades
5. Coolant

6. Batteries
7. Lights
8. Electrical Modules
9. Transmission Fluid
10. Brakes

Q.75-2 Section 15.2.2 Equipment inventory – who’s responsible for repairing or replacing if inventory is damaged?

A. The Contractor.

Q.76-2 Section 15.6.3 How often do you require safety inspections?

A. It is required that the Contractor provide a safe work environment. Therefore, the Contractor will conduct safety inspections as often as necessary to ensure a safe work environment. It is also the Contractor’s responsibility to follow all federal, state, and local regulations regarding safety.

Q.77-2 Please elaborate section 15.8.3 regarding using off-site regional or national contract personnel.

A. All of the work at the facility needs to be done by onsite staff. Outside staff may be used to provide guidance and/or training.

Q.78-2 Section 15.9.1, do you have samples of the required report formats for WATA and CWF?

A. No. A list of requirements for reporting if found on Exhibit 2.H.

Q.79-2 Section 15.9.2, requesting clarification on automated fare collection support systems.

A. We assume you are referring to Section 15.10. WATA’s automated fare collection system is GFI Genfare Odyssey Validating Farebox.

Q.80-2 Section 15.1.6.2 Our employees are in one drug/alcohol pool nationwide. Does WATA require employees at this location to be in their own random selection pool?

A. WATA will review the Contractor’s current drug/alcohol testing program for compliance with FTA guidelines.

Q.81-2 Section 16.22 Is there a separate bin provided for scrap metal?

- A. No. The Contractor is responsible for procuring all waste containers.
- Q.82-2 Section 18.7 For any vehicle with physical damage, will this apply to the one calendar month exception?**
- A. Section 18.7 on page 42 applies to vehicles with physical damage.
- Q.83-2 Under section 1 Purpose, can you elaborate on what inventories of parts and equipment paid for through federal funds does the WATA and CWF own?**
- A. See Exhibit 2.G.
- Q.84-2 Please clarify the maintenance, repair, and replacement obligations regarding the facility of the Landlord and the Tenant. Additionally, please clarify Tenant responsibility of Landlord areas and common areas. Please see Section 2.02 and 7.01.**
- A. See RFP Attachment E, Sample Lease Agreement.
- Q.85-2 Please give any information regarding the existing condition of the building. Will the Landlord give any representations regarding the condition of the building? Please also see Section 2.02 and 7.01.**
- A. Building is accepted as is. CWF makes no representation as to the building's condition.
- Q.86-2 Please clarify the terms of Section 2.02 regarding Tenant's obligations and Landlord's obligations.**
- A. See RFP Attachment E, Sample Lease Agreement.
- Q.87-2 Please clarify the rights and obligations as provided in Section 2.03(b) and (c) of the Lease, and please clarify Tenant's proportionate share.**
- A. See RFP Attachment E, Sample Lease Agreement.
- Q.88-2 Please provide information regarding the taxes pursuant to Section 4.01 of the Lease.**
- A. Real estate taxes are approximately \$2,500 annually.
- Q.89-2 Please indicate which party will be responsible for the insurance of the building. Please see Section 11.01.**

- A. See RFP Attachment E, Sample Lease Agreement, Section 8.01, page 6..
- Q.90-2 Please clarify the exception indicated in Section 21.01(ii).**
- A. In order to provide an answer, the question needs to be more specific.
- Q.91-2 Section 22.01 Is current tenant responsible to provide third party to review all compliance docs and complete sampling to evaluate current condition of subsurface media? Will report be available for our review and will it be used to establish the baseline going forward?**
- A. No, the current tenant is not responsible for this provision. No report is available.
- Q.92-2 Is there an existing baseline for original soil and ground water quality?**
- A. No.
- Q.93-2 Does the baseline address only the fuel system or does it address the industrial drainage infrastructure?**
- A. Not applicable.
- Q.94-2 CNG is this in Landlord's Area and tenant will have no responsibility for use, operation, maintenance?**
- A. Yes.
- Q.95-2 Is there an existing bay established for CNG maintenance within the 3 tenant bays?**
- A. No.
- Q.96-2 Storm water management - retention pond is located in common area, is tenant responsible for permitting, sampling, management? Is there an existing NPDES permit? Are there permit sampling requirements that tenant will acquire? Are there retention pond maintenance responsibilities that tenant will acquire”?**
- A. Contractor is required to maintain the retention pond to the satisfaction of the City of Williamsburg that conducts annual inspections. There is no existing NPDES permit. There are no permit sampling requirements. Yes, the Contractor will perform all maintenance.
- Q.97-2 Current contract is 10% markup on parts, but what about labor?**

- A. Offeror's proposal should include a labor rate established by the Contractor.
- Q.98-2 Can we obtain any amendments or contract changes to the "original" contract attached to addendum 1 (Penske's 2001 contract), whether such amendments or changes were formal or informal.**
- A. Change Orders to the original contract were issued primarily for vehicle changes and did not amend the terms and conditions of the original agreement.
- Q.99-2 23.17.1a, [Offeror] requests that Contractor be allowed to reserve the right to self insure for Workers' Compensation in those states where Contractor has qualified to do so under state law. Also, just to be clear, [Offeror] has the insurance for the coverage requested in subsection "d. Garage Liability", provided however, in regards to insurance for physical damage to the vehicles in the garage, [Offeror] is completely self insured for this exposure (Garage Keepers Legal Liability).**
- A. The Contractor is allowed the right of self insurance upon providing a copy of the approval with the state for a self insured program. In regard to Garage Keepers legal liability; this is acceptable however, the contractor is responsible for the vehicles when they are in the contractor's care.
- Q.100-2 23.17.4: Similar to the indemnification obligation of JCCT in favor of Penske in their contract, can the Contractor expect to have the same obligation imposed upon WATA and CWF in the applicable contracts?**
- A. Please refer to Attachment E- Sample Lease Agreement.
- Q.101-2 23.21: (Changes to Federal Requirements). If any applicable changes to the FTA regulations, policies, procedures and directives trigger a change that impacts Contractor's costs, will such change be handled through the contract change procedure (with any increases in costs being passed on to the procuring entity)?**
- A. Yes. See Section 14, page 10 in the RFP.
- Q.102-2 A Master Agreement between the Procuring Agency and FTA is referenced. Can such agreement be disclosed?**
- A. A master agreement is the Federal Transit Administration's document containing substantially all FTA cross-cutting Federal documents applicable to the recipient (WATA) and its project (Contract Provider for Vehicle Maintenance Services RFP 11-001). The Master Agreement is generally updated annually. A copy of this public document that is

referred to on page 50, Section 23.20.4 Changes to Federal Requirements, can be found on FTA's website www.fta.dot.gov/documents/14-Master.pdf.

Q.103-2 23.23: (Termination). This section has four provisions in regards to termination for convenience. Does the provision with the parenthetical of "Professional or Transit Service" apply, while the others do not? If so, will WATA and CWF allow for a negotiation in regards to contract close out costs as referenced in other "termination for convenience" provisions?

- A. All provisions regarding termination apply to this project.
- a. **May a minimum term be imposed of at least 12 months, and/or extend notice period from 30 to 60 days?**

A. No.

Q.104-2 23.23.3(Opportunity to Cure). Can this provision be unqualified and not be in WATA's sole discretion? And, Can the cure period be 10 business days versus 10 days?

- A. No, this provision will not be unqualified. No, the cure period is 10 days.

Q.105-2 Section 4 (Section 27): There are several provisions within the documents that mention Contractor's inspection of the job site and states Contractor's promise that they are fully aware of the job site and the working conditions. When will Contractor's have inspection right and what are the details of such inspection?

- A. Arrangements to inspect premises may be made prior to the contract effective date, January 1, 2011. After January 1, 2011, the Contractor is responsible for safety on the site and may inspect at their convenience and in a manner that they desire in order to ensure safety at the site.

Q.106-2 Section 38: Payment Terms.

- a. **Can the contract provide for Management/fixed charges in advance, and Variable Charges in arrears?**

A. No.

- b. **Can the contract provide for Adjustment of Charges for inflation (e.g. CPI provision)?**

A. We will address this during negotiations.

Q.107-2 Can a Physical Damage Provision be negotiated that provides when a party will be responsible (e.g. Driver abuse and recklessness versus Contractor's negligence)?

A. No.

Q.108-2 Can a disclaimer be provided in favor of Contractor for any claims in regards to Cargo, equipment, or Personal belongings (WATA's or CWF's employees or passengers) carried in the vehicles?

A. Yes a disclaimer for Cargo equipment or Personal Belongings can be provided.

Q.109-2 Can both parties to the contract have the benefit of a standard Limitation of Liability provision in regards to consequential damages, loss profits, etc?

A. No.

EXHIBIT 1.A.1

SUMMARY OF CURRENT CONTRACTOR'S INVOICES – JULY 2009 THROUGH JUNE 2010 (FY2010)

WATA PUBLIC FLEET ONLY

MONTH	FUEL	LABOR	PARTS
July 2009	22,610.46		
Aug 2009	44,192.23	25,226.02	13,416.37
Sep 2009	51,920.30	11,205.77	3,170.40
Oct 2009	53,279.92	39,017.78	37,072.34
Nov 2009	32,125.53	22,374.54	17,690.67
Dec 2009	40,794.74	28,716.02	28,994.94
Jan 2010	58,200.90	30,649.49	21,502.52
Feb 2010	41,409.90	31,166.93	15,145.96
Mar 2010	41,530.97	25,622.89	16,426.97
Apr 2010	55,398.08	21,000.18	13,127.46
May 2010	48,068.50	40,249.90	17,947.13
Jun 2010	45,295.67	28,862.06	11,482.55
Final Period – FY10 (Adjustments & Accruals)	38,867.61	30,909.25	19,831.61
TOTALS	573,694.81	335,000.83	215,808.92

EXHIBIT 2.A

Clarification of CWF Private Fleet Vehicles

Number	Description	Make	Model	Dept	Comments
0616	Light Dump Truck	Chevrolet	CC5500	4110	
0708	Light Dump Truck	Ford	F450	5140	
0514	Crew Cab Flat Bed	Ford	F450 CC	0500	Bed has hitch for horse trailer
0308	Light Dump Truck	Ford	F550	4110	
9524	Bucket Truck	Ford	F600	4110	Aerial lift
0302	Dump Truck	Ford	F650	4110	
0303	Dump Truck	Ford	F650	4040	
0304	Dump Truck	Ford	F650	4040	
0401	Cargo Box Truck	Ford	F650	1520	
9111	Cargo Box Truck	Ford	F700	5530	
9505	Reefer Box Truck	Ford	F700	5530	
0802	Bucket Truck	Ford	L55 LCF	4040	Skytel Lift
0101	Refer Box Truck	Freightliner	FC70	5530	
9110	Cargo Box Truck	GMC	Topkick	1520	
0601	Cargo Box Truck	International	4300	2350	
0709	Reefer Box Truck	International	4300	5530	
0711	Cargo Box Truck	International	4300	4040	
0141	Cargo Box Truck	Isuzu	NPR CE200	0910	
0605	Cargo Box Truck	Isuzu	NPR Supreme	0800	A/V truck with lighting on box body
9403	Bucket Truck	Ford	F350	5510	Versalift

EXHIBIT 2.B

Guidelines for Vendor Pricing

The following pricing information should be included in your proposal. Include pricing for all years of the contract. Reminder: Parts = Contractor's cost plus 10%; Fuel = cost plus \$0.04 per gallon; Subcontractors = cost.

Hourly Labor Rate (covered under contract) _____

Hourly Labor Rate (not covered under contract) _____

Hourly Labor Rate (off-site maintenance) _____

Rate per Exterior Wash

Transit Bus _____

Mini-Bus/Body on Chassis _____

Medium Truck _____

Light Truck _____

Automobile _____

Fixed Fee Rates (monthly)

Transit Bus _____

Mini-bus/Body on Chassis _____

Car _____

Sport Utility Vehicle _____

Pickup Truck _____

Van (including Step Van) _____

Medium Truck _____

Bucket Truck _____

Trailers _____

Electric Truck,
Low Speed Vehicle _____

Exhibit 2.C

CW Maintenance Trend

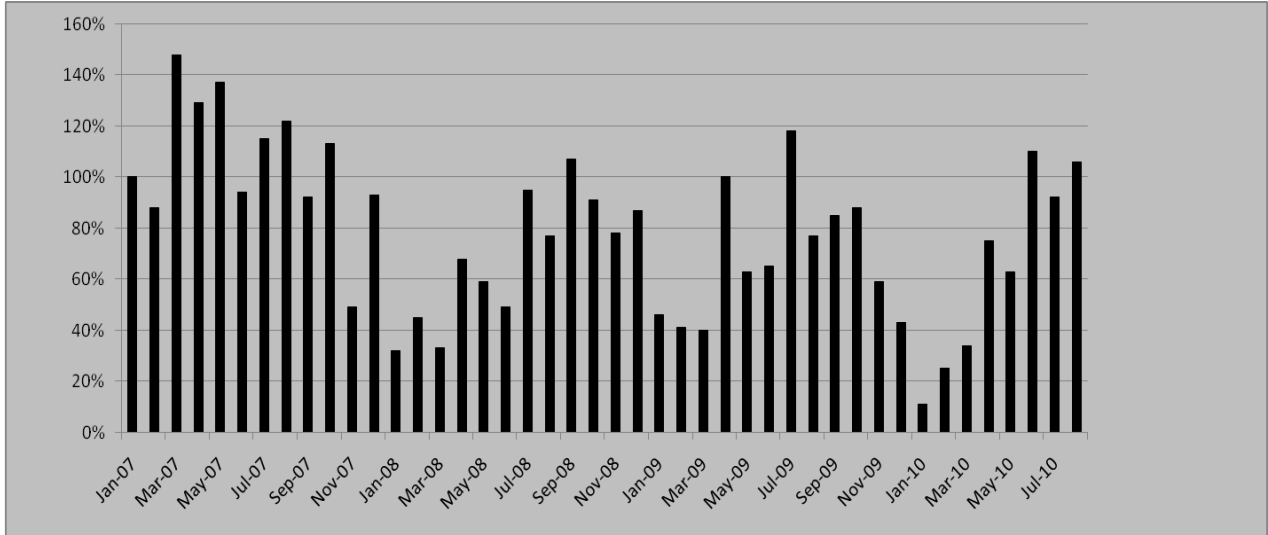


Exhibit 2.D

WATA BUS Maintenance Expense Trend for FY 2010

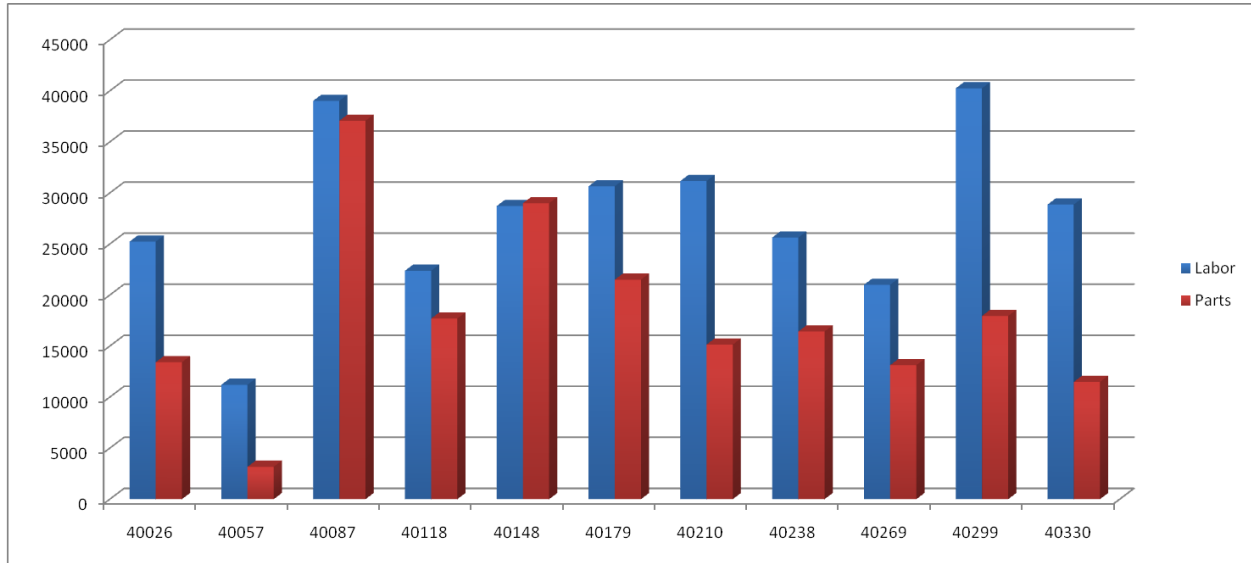


Exhibit 2.E

Invoice Requirements for CWF Fleet

- I Required General Information
 - 1 Invoice Number
 - 2 Invoice Date
 - 3 Billing Period
 - 4 Agreement or Purchase Order Number
 - 5 Invoiced Company Name
 - 6 Remittance Address
 - 7 Phone Number for Questions/Issues
- II Required Vehicle Company/Department Breakdown
 - 1 The Colonial Williamsburg Foundation
 - A Facilities Maintenance - BCM
 - B Facilities Maintenance - MOM
 - C Facilities Maintenance - BAS
 - D Landscape - Historic Area
 - E Landscape - Other
 - F PPLV
 - G Coach & Livestock
 - H Distribution Center
 - I Products
 - J Visual Merchandising
 - K A&E/Planning
 - L Materials Management
 - M Bus Operations
 - N Security
 - O Parking Services
 - P Collections
 - Q Conservation
 - R Archaeology
 - S DWDAM
 - T AARFAM
 - U Bassett Hall
 - V CWF Administration
 - W CWF Events
 - X Historic Trades
 - Y Marketing
 - Z Archives
 - 2 The Colonial Williamsburg Company
 - A Inn Rooms
 - B Inn F&B
 - C Inn Floral
 - D Inn Housekeeping
 - E Inn Design Studio
 - F Colonial Houses Rooms
 - G Colonial Houses Housekeeping
 - H Lodge Rooms
 - I Lodge F&B

J	Lodge Housekeeping
K	Woodlands Rooms
L	Woodlands F&B
M	Woodlands Housekeeping
N	Governors Inn
O	Golf Operations
P	Golf Maintenance
Q	CWC Maintenance
R	CWC Administration
S	Hotel Sales
T	Commissary

- III Required Work Information
- 1 Vehicle Number
 - 2 Vehicle Description
 - 3 Vehicle Mileage
 - 4 Repair Order Number
 - 5 Repair Order Description
 - 6 Repair Order In Date
 - 7 Repair Order Out Date
 - 8 Repair Order Labor Hours
 - 9 Repair Order Labor Cost
 - 10 Repair Order Parts Cost
 - 11 Repair Order Outside Vendor Cost
 - 12 Repair Order Sales Taxes
 - 13 Repair Order Total Cost
 - 14 Fixed Fee Amounts
 - 15 Fuel Type
 - 16 Fuel Gallons
 - 17 Fuel Cost

Note: Fixed fees, time/materials and fuel may be on separate invoices.

Note: The Foundation is exempt from sales taxes but the Company is not.

Exhibit 2.F

Invoice Requirements for WATA Fleet

- I. Required General Information
 1. Invoice Number
 2. Invoice Date
 3. Billing Period
 4. Invoiced Company Name
 5. Remittance Address
 6. Phone Number for Questions/Issues
 7. Agreement or Contract Number
- II. Required Vehicle/Equipment Breakdown
 1. Vehicle Information (Three unit type invoices monthly-1. Administrative vehicles, 2. Demand response BOC, and 3. Buses servicing fixed route, motor buses)
 - A. Separate Vehicle Summary Totals (Include vehicle ID number and description of unit type vehicle. Summary totals will include total costs for parts, total cost for labor, and total number of labor hours worked to perform work).
 - B. Fees
 - C. Type service description per unit, per service performed
 - D. Repair order number
 - E. Date in
 - F. Date out
 - G. Location
 - H. Odometer reading
 - I. Complaint per unit
 - J. Cause description per unit
 - K. Corrective action description per unit
 - L. Description of service (parts and labor)
 - M. Number of Labor hours
 - N. Unit prices
 - O. Costs per unit
 - P. Summary total per unit
 2. Vehicle Fuel: Vehicle Information (Three unit type invoices monthly-1. Administrative vehicles, 2. Demand response BOC, and 3. Buses servicing fixed route, motor buses)
 - A. Unit Number
 - B. Unit Type
 - C. Date
 - D. Fuel ticket number
 - E. Odometer Reading
 - F. Fuel Type
 - G. Gallons pumped
 - H. Price per gallon
 - I. Total Charge
 - J. Summary totals to include total gallons pumped per fuel type and total charges
 3. Equipment Service (Includes GFI, Fareboxes, Surveillance Equipment, Bus signage)
 - A. Equipment type serviced.
 - B. Date in

- C. Date Out
- D. Complaint
- E. Cause of malfunction
- F. Corrective action
- G. Parts used
- H. Parts prices
- I. Labor hours used
- J. Labor price

Exhibit 2.G

WATA-Owned Inventory (Public Fleet) for CWF-Operated CNG Buses

<u>Part Number</u>	<u>Orion Part Number</u>	<u>Description</u>	<u>Qty Req</u>	<u>PTL or VTC price</u>	<u>Extended Invoice Amount</u>
RE64318	ob050015	boot	80	\$63.52	\$5,081.60
re524713		crankcase gas	5	\$93.63	\$468.15
r125072	ob050032	gasket	5	\$8.39	\$41.95
r129613		coil pack	80	\$218.91	\$17,512.80
r119383	g0502548dj	gasket	30	\$24.03	\$720.90
r67264		oring	3	\$4.02	\$12.06
re68680		hose	2	\$64.95	\$129.90
e2001587af	e2001587af	seatbelt	60	\$106.59	\$6,395.40
e18055010ae	e1805510ae	switch	20	\$188.69	\$3,773.80
71079407	71079407	module	20	\$1,210.95	\$24,219.00
71079410	71079410	module	20	\$583.90	\$11,678.00
70131506	70131506	front shock	30	\$81.05	\$2,431.50
11239402	11239402	regulator	10	\$76.33	\$763.30
a1211531za	a1211531za	purge valve	10	\$40.64	\$406.40
71224501	71224501	leveling valve	20	\$87.23	\$1,744.60
11224001	11224001	link valve	40	\$6.48	\$259.20
71046529	71046529	light	80	\$27.06	\$2,164.80
71046563	71046563	light	80	\$91.15	\$7,292.00
71046530	71046530	light	80	\$66.40	\$5,312.00
71046530	71046536	light	80	\$82.73	\$6,618.40
71046565	71046565	light	80	\$50.20	\$4,016.00
71001013	71001013	moudle	40	\$60.93	\$2,437.20
g2201501ac	g2201501ac	motor	45	\$316.26	\$14,231.70
71039088	71039088	switch	20	\$111.27	\$2,225.40
71042414	71042414	speedo	2	\$434.75	\$869.50
21060022	21060022	antenna	30	\$20.93	\$627.90
1824	P558329	oil filter	100	\$14.75	\$1,475.00
60-026-1		wiper blades	150	\$14.39	\$2,158.50
80575		belt	50	\$30.99	\$1,549.50
6644	P776765	air filter	75	\$51.52	\$3,864.00
71310080	71310080	a/c belt	100	\$106.07	\$10,607.00
re64027		sensor	1	\$538.78	\$538.78
3938160		gasket	2	\$43.16	\$86.32

re508475		sensor	1	\$126.97	\$126.97
re61408		sensor utp	1	\$126.97	\$126.97
re62776		gasket	2	\$13.18	\$26.36
re62777		gasket	2	\$11.29	\$22.58
rg35007		ign coil	6	\$499.50	\$2,997.00
r63548		oring	3	\$1.69	\$5.07
re57190		seal	2	\$13.66	\$27.32
20060222		water pump	4	\$370.19	\$1,480.76
e69117		oring	1	\$2.98	\$2.98
re527946		clamp	3	\$61.66	\$184.98
re40048		clamp	2	\$55.60	\$111.20
r120467		elbow	6	\$11.29	\$67.74
r26163		oring	5	\$8.20	\$41.00
r80135		gasket	10	\$5.97	\$59.70
re505522		plug	8	\$118.21	\$945.68
re62675	ob050021	sensor	2	\$153.24	\$306.48
r72328		oring	9	\$2.98	\$26.82
r504810		oring	2	\$4.41	\$8.82
t107303		elbow	1	\$10.20	\$10.20
4910-309		sensor	1	\$233.10	\$233.10
re506497		harness	2	\$14.96	\$29.92
re51798	ob050024	sensor	1	\$125.51	\$125.51
re526294		cover	2	\$86.11	\$172.22
re63289		switch	3	\$105.33	\$315.99
re505151		gasket	1	\$13.66	\$13.66
r132651		hose	3	\$20.06	\$60.18
wm388388- v1c10		pump	1	\$251.02	\$251.02
re62230	ob050016	coil pack	6	\$141.39	\$848.34
re80136		cap	5	\$31.97	\$159.85
r124607	50503008	gasket	4	\$11.38	\$45.52
re151433	g0502548fb	temp sensor	3	\$50.91	\$152.73
ar72852	g0502548bd	thermostat	8	\$17.30	\$138.40
r125670	g0502567al	gasket	4	\$6.50	\$26.00
r96935	g0502548fw	gasket	3	\$11.38	\$34.14
r124211		gasket	1	\$13.66	\$13.66
r505718		spacer	10	\$4.72	\$47.20
r503722		seal	11	\$3.12	\$34.32
re67748		oring	2	\$14.23	\$28.46

r26163r		oring	2	\$8.20	\$16.40
r120138		sleeve	2	\$6.87	\$13.74
r63551	g0502567ap	seal	3	\$2.15	\$6.45
r105346		gasket	4	\$14.37	\$57.48
3p-1156		oring	5	\$5.23	\$26.15
305/70r22.5	Michelin XZU (2)	Tire	20	\$649.01	\$12,980.20
22.5 euro	10 Hole Euro	Tire	20	\$204.97	\$4,099.40
305/70r22.5	S/A cap only	Tire	20	\$162.62	\$3,252.40
					\$171,473.63

Exhibit 2.H

Information for Reporting Requirements

Preferably to allow for sorting as primary and secondary sorts by at least the following data types

Preferably to allow subtotalling at breaks in the sorting

Preferably to allow for selection of data ranges (such as series of vehicle, time periods)

Company

Department

Vehicle Number

Vehicle Type

Repair Order Number

Repair Order Date

Work Category

Work Description

Invoice Number

To include the following data types:

Company

Department

Vehicle Number

Vehicle Type

Invoice Number

Invoice Date

Repair Order Number

Repair Order Date

Work Category

Work Description

Problem Cause

Problem Resolution

Hours of Labor

Labor Rate

Labor Cost

Parts Cost

Outside Subcontractor

Cost

Sales Tax

Total Cost

Notes and Comments