

# **REQUEST FOR PROPOSAL**

for

## **AIRPORT SHUTTLE BUS FLEET MAINTENANCE SERVICES**

**17-18/27**



**PORT OF OAKLAND**

PURCHASING DEPARTMENT  
530 WATER STREET  
OAKLAND, CA 94607



## PORT OF OAKLAND

### REQUEST FOR PROPOSAL

**RFP No.: 17-18/27**

#### **AIRPORT SHUTTLE BUS FLEET MAINTENANCE SERVICES**

The Port of Oakland (the "Port"), Oakland, California, through the Purchasing Department, is hereby soliciting competitive proposals for the above-mentioned project. The successful Respondent will be required to furnish all labor, material, equipment, supplies, applicable taxes, insurance, bonding, and licenses to complete this project.

#### **PROPOSAL INFORMATION**

<b>Proposal Title</b>	<b>AIRPORT SHUTTLE BUS FLEET MAINTENANCE SERVICES</b>
<b>Proposal Type</b>	<b>Airport Shuttle Bus Maintenance Services</b>
<b>Proposal Number</b>	<b>17-18/27</b>
<b>Proposal Issued</b>	<b>April 05, 2018</b>
<b>Department Requesting Services</b>	<b>Airport Business Office</b>
<b>Optional Pre-proposal Meeting</b>	<b>April 18, 2018 at 9:00 a.m. Port of Oakland, Oakland International Airport, 1 Airport Drive, Oakland, CA 94621 (2<sup>nd</sup> Floor Conference Room, Muir Woods Conference Room)</b>
<b>Scheduled Publication Date</b>	<b>April 06, 2018</b>
<b>Proposal Due Date</b>	<b>May 17, 2018 until 11:00 a.m.</b>

#### **INSTRUCTIONS FOR SUBMITTING PROPOSALS**

<b>Submittal Address</b>	Port of Oakland Purchasing Department Attn: <b>Nickulaus Sioson</b> 530 Water Street Oakland, CA 94607
<b>Submittal Copies</b>	One (1) Original copy clearly marked "Original" and six (6) Copies marked "Copy".
<b>Submittal Envelope Requirements</b>	Proposal must be <u>sealed</u> and have the following information <u>clearly marked</u> and visible on the outside of the envelope: <ul style="list-style-type: none"><li>• Proposal Number</li><li>• Name of Your Company</li><li>• Address</li><li>• Phone Number</li></ul>
<b>Late Submittals</b>	Proposals received after the time and date stated above shall be returned unopened to the Respondent.

## HOW TO OBTAIN PROPOSAL DOCUMENTS

Copies of the Proposal documents may be obtained at:

Location	Address
<b>Physical</b>	Port of Oakland--Purchasing Department 530 Water Street, Oakland, CA 94607 Monday through Friday 9:00 AM to 4:00 PM (510) 627-1140
<b>Website</b>	<a href="http://www.portofoakland.com/business/bids-rfps/">http://www.portofoakland.com/business/bids-rfps/</a> Or navigate to the Port of Oakland's main website at: <a href="http://www.portofoakland.com/">http://www.portofoakland.com/</a> , then click on "Bids/RFPs" from the banner on the top of the page, and then scroll down to download the RFP.

## QUESTIONS ABOUT THE PROPOSAL

Questions and/or Requests for Information (RFI) must be submitted in writing and can be submitted by fax or email as follows:

<b>Primary Contact</b>	Nickulaus Sioson Fax: (510) 893-2812 Email: <a href="mailto:nsioson@portoakland.com">nsioson@portoakland.com</a>
<b>Question/RFI Due Date</b>	<b>April 25, 2018 until 4:00 p.m.</b> Please submit questions as soon as possible. No questions regarding the specifications will be responded to after the above date. All pertinent questions will be responded to and answered in writing no later than the Response Date listed below.
<b>Response Date</b>	<b>May 04, 2018</b> All pertinent questions will be responded to <b>via addendum</b> faxed (or emailed) to all prospective proposers and placed on the Port's website. Proposers who did not receive a copy of the addendum should download it from the Port's website. See the "How to Obtain Proposal Documents" section for our web address. All addenda must be acknowledged on the RFP Acknowledgement and Signature form.

Once the RFP is issued, and until a recommendation for award is made to the Board of Port Commissioners at a public Board of Port Commissioners meeting (or in cases where a recommendation for award does not require a public Board meeting, when Proposers are notified by Port staff of the recommendation for award), each Proposer and its representatives, agents, and affiliates, shall not contact members of the Evaluation Committee, Port staff or the Board of Port Commissioners to discuss or ask questions about the contents of this RFP or the selection process. All questions shall be submitted in writing as described in this RFP. Any inappropriate contact by a Proposer, its representatives, agents, and/or affiliates may result in the Proposers' proposal being disqualified.

## **FULL OPPORTUNITY**

The Port's policy prohibits discrimination or preferential treatment because of race, color, religion, sex, national origin, ancestry, age (over 40), physical or mental disability, cancer-related medical condition, a known genetic pre-disposition to a disease or disorder, veteran status, marital status, or sexual orientation. It is the policy of the Port of Oakland to encourage and facilitate full and equitable opportunities for small local businesses to participate in its contracts for the provision of goods and services. It is further the Port's policy that no discrimination shall be permitted in small local business participation in Port contracts or in the subcontracting of Port contracts. The successful Respondent shall comply with the Port's non-discrimination policy.

## **TITLE VI SOLICITATION NOTICE**

The Port of Oakland, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Port reserves the right to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted, and to award the contract according to the proposal which best serves the interests of the Port.

John Banisadr,  
Port Purchasing Manager

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## Attachments:

Title		Must Be Returned with Proposal
1	Non-Collusion Declaration	Yes
2	Statement of Equal Employment Opportunity	Yes
3	RFP Acknowledgement and Signature Form	Yes
4	Proposal Cost Worksheet	Yes (Note: This section of the RFP will be incorporated by reference into the Agreement as <b>Exhibit B.</b> )
5	Port of Oakland Non-Discrimination and Small Local Business Utilization Policy A. Chart for Submitting Data for Calculation of Preference Points B. Local Participation Questionnaire C. Monthly Utilization of Local and Small Business Enterprises D. Final Utilization of Local and Small Business Enterprises	Yes Attachment 5-A and 5-B are required with the Proposal. (Note: If you are submitting a new Certification Application for preference points, then your completed application is due 7 business days prior to the proposal due date.) Attachments 5-C and –D are required after contract award final completion of the project. (Note: Quarterly and final reports are required after contract award for the duration of the contract.)
6	Non-Discrimination and Small Local Business Utilization Policy Program Affidavit	Yes
7	City of Oakland City Charter §728 Living Wage Information A. Employer Self-Evaluation for Port of Oakland Living Wage B. Certificate of Compliance—Living Wage	No (Attachment 7-A and 7-B are required after contract award.)
8	Statement of Living Wage Requirements	Yes
9	Proposal Surety Acknowledgement Statement A. Letter of Credit B. Surety Bond Accompanying Proposal	Yes (Make sure to also enclose a certified or cashier's check, or Attachments 9-A or 9-B.)
10	Insurance Acknowledgement Statement	Yes
11	Airport Shuttle Bus Fleet Maintenance Service Requirements	No (Note: This section of the RFP will be incorporated by reference into the Agreement as <b>Exhibit Q.</b> )
12	Oakland International Airport Agreement for: Airport Shuttle Bus Fleet Maintenance Services	No (Note: If awarded the contract, the successful Respondent will execute a revised version of this Agreement, which will incorporate Respondent's Proposal.)

## I. Project Overview

The Port of Oakland ("Port"), owner of Oakland International Airport ("the Airport" or "OAK") is soliciting competitive proposals to select a qualified contractor in the maintenance of CNG powered, heavy duty, transit-type buses to provide the Airport Shuttle Bus Fleet Maintenance Services, under one agreement with the Port ("the Services"). Contractor is expected to provide Fleet Maintenance Services in accordance with **Exhibit Q** of the Agreement attached as **Attachment 12** to this RFP (the "Agreement").

The Port's goal in offering this contract opportunity is to:

1. Execute an agreement with the most competitive, experienced and capable contractor;
2. Achieve the best possible level of contractor and customer service within this important service area;
3. Achieve and optimize cost savings and efficiencies in the provision of this service;
4. Optimize service operations through streamlined management and communications frameworks.

### A. Minimum Qualifications Requirements

To be considered for selection, Proposers must provide evidence that it or its principal owner or a joint venture partner with at least a 51% interest in the joint venture has the following minimum qualifications, and Proposer must execute **Attachment 3**, and all other required forms/written documents as indicated in the table labeled "Attachments".

**THE PORT WILL NEITHER CONSIDER, NOR EVALUATE PROPOSALS SUBMITTED BY PROPOSERS WHO DO NOT MEET THE MINIMUM QUALIFICATION CRITERIA DESCRIBED IN THIS SECTION.**

1. **Service Experience and Qualifications:** Proposer must provide evidence that it is fully competent to provide the Services described in RFP **Attachment 11**, and has the necessary facilities, experience, organization, and financial capabilities to fulfill the requirements of the Agreement. Proposer must have the following minimum combined qualifications:
  - a. Proposer has experience in establishing service intervals to manage, maintain and carrying out inspections, repairs, and overhaul activities for transit vehicle fleets that are the same or very similar to the vehicles described below in RFP **Section II, Part D** for a minimum of five (5) of the last seven (7) years;
  - b. Proposer has been under contract for at least five (5) of the last seven (7) years, at a minimum, to maintain, without limitation, a framework for preventative maintenance and repairs that aid to minimize or avoid minor mechanical issues from resulting in mechanical breakdowns CNG-drive technology transit vehicles that disrupt passenger service;
  - c. Proposer must have a minimum of five (5) years direct experience with servicing onboard CNG fueling systems. Preference will be given to direct experience maintaining such systems used by the same or similar vehicles as are in the Airport fleet, in the sole view of Port staff;
  - d. The Proposer must demonstrate that at least one of its technicians assigned to maintain and service the bus fleet in accordance with the requirements of the Agreement has participated in a formal certification program such as the Automotive Service Excellence (ASE) Transit Bus Maintenance Certification Program. If proposed technicians are not ASE certified then Proposer must detail the actual or proposed training program for its technicians in a manner that proves that the recommended program meets or exceeds

the quality of ASE training, and is equally appropriate and relevant to the Port's fleet maintenance requirements.

2. **Bus Maintenance Facility (BMF):** The Proposer's Bus Maintenance Facility (BMF) shall be located within a six (6) mile radius of the Oakland International Airport (OAK), on the east side of the San Francisco Bay. The BMF shall be equipped to accommodate and maintain vehicle onboard CNG fueling systems and must be fully compliant with local zoning ordinances and all applicable Federal/State/Local health and safety codes and regulations.

Any proposed BMF must be of a size and configuration that, in the sole opinion of Port staff or its representatives, can accommodate indoor maintenance on the Airport shuttle bus fleet that range in size from 40'-long transit buses to 32'-long CNG powered "cutaway" or mini-buses. The Port reserves the right to conduct on-site inspections of any proposed BMF at any time during the proposal process, for the purpose of judging its capacity, capability and suitability. Access to any proposed BMF may not be unreasonably withheld by Proposers.

3. **Management Information System:** The Proposer must have and use management information systems that can maintain detailed daily records on the Services performed, and prepare/submit detailed Service Reports to the Port. These Service Reports shall detail the maintenance services performed on each vehicle in the fleet, including related, reimbursable budgeted expenditures, maintenance intervals and incorporate Key Performance Indicators (KPIs) to facilitate review by Port and operations contractor staff of the maintenance-performance and status of each vehicle.

The goals of such system(s) are to (a) ensure that scheduled maintenance is performed on a timely basis; and (b) that mechanical problems are identified and diagnosed as soon as possible. These reporting requirements are described in **Exhibit D** of the Agreement attached as **Attachment 12**. Proposer must also provide evidence that their management information system is integrated with its billing and invoicing systems.

4. **Financial Capacity:** The Proposer must demonstrate, through submittal of financial statements (in **RFP Section IV, Part A.1.a (below)**) that it has the financial resources to provide the Services pursuant to the Agreement, including start-up capital to equip its BMF to meet Port fleet maintenance requirements; and to fund the first 60 days of operations or until the first invoice for services rendered is received and paid by the Port.

In considering the financial responsibility of a Proposer, the financial condition of a third party will not be considered unless it signs the Proposal as a Guarantor and agrees that if the Proposer is the successful Contractor, it will execute and deliver to the Port the Guaranty included as **Exhibit N** of the Agreement attached as **Attachment 12**.

## **B. Agreement for Airport Shuttle Bus Fleet Maintenance Services**

The Agreement for the Services, attached as **Attachment 12** to this RFP, should be carefully reviewed prior to submitting a Proposal. The terms of the Agreement may be amended at the sole discretion of the Port at any time during the RFP process and/or prior to execution. The successful Proposer will be required to execute the Agreement in substantially the form attached, as amended by any Addenda to this RFP and as completed by the Port to conform to the selected Proposer's Proposal. Questions or suggested changes concerning the Agreement should be submitted in writing following the procedures set out in **Section IV, Part A.1 (below)**.

Under this Agreement, the Port pays reimbursable expenses for Non-Preventative Maintenance Services (e.g., wages, parts, subcontractor services, etc.), plus a Preventative Maintenance Fixed Service Cost (e.g., a monthly preventative maintenance cost per bus that includes parts and labor). The Preventative Maintenance Fixed Service Cost is detailed in **Attachment 12, Section 5**, and includes a proposed Total Hourly Rate to provide services and repairs designated as unscheduled, Non-Preventative Maintenance Services or repairs not included as Preventative Scheduled Maintenance. Reimbursable expenses are described in **Attachment 12, Exhibit C**.



Proposers should identify any changes required in the Agreement by submitting such changes, including specific language, in its Proposal. However, changes to the Agreement are strongly discouraged and may affect the ranking of the Proposal.

The Agreement must be executed by the apparent successful Proposer within thirty (30) days after receiving a notice of award, or **Proposer will forfeit its Proposal Surety.**

### **C. Contract Term**

The term of the Agreement shall be **three years**, commencing on or about **July 1, 2018** and extending through **June 30, 2021**. The Port will have the option, exercisable at its sole discretion by giving a 60-day notice to the Contractor, to extend the term of the Agreement for up to **two (2) extension periods of one (1) year each**. As used in this RFP, "Contract Term" shall mean the initial three year term of the Agreement and any extension resulting from the Port's exercise of its option.

### **D. About the Port of Oakland**

The Port of Oakland was established in 1927 and oversees the Oakland seaport, Oakland International Airport, Commercial Real Estate, and 20 miles of waterfront. The Oakland seaport is the seventh busiest container port in the U.S.; Oakland International Airport is the second largest San Francisco Bay Area airport offering over 300 daily passenger and cargo flights; and the Port's real estate includes commercial developments such as Jack London Square and hundreds of acres of public parks and conservation areas. Together, through Port operations and those of its tenants and users, the Port supports nearly 70,000 jobs in the region and over 800,000 jobs across the United States. The Port is an independent department of the City of Oakland.

## **II. Scope of Services**

**Please review the Minimum Qualification cited in Part I, Section A (above). Interested Respondents that do not meet these qualifications should not submit a proposal.**

The Scope of Services accompanying this RFP as **Attachment 11-II**, provides general parameters and is not intended to be a complete list of all the terms, conditions, obligations and requirements of the Services to be rendered. The successful Proposer ("Contractor") will perform the Airport Shuttle Bus Fleet Maintenance responsibilities ("Services") in accordance with the requirements of the Agreement, **Attachment 12**. Key contractor responsibilities and obligations during the term of this contract are described in **Sections II.A to II.E**.

### **A. Airport Shuttle Bus Fleet Maintenance Services**

The successful Proposer ("the Contractor") will perform the Services in accordance with the terms, conditions, and requirements of the Agreement accompanying this RFP as **Attachment 12**. During the Contract Term, key Contractor responsibilities and obligations shall include Bus Fleet Maintenance Services as follows:

1. **Scheduled Preventative Maintenance** in accordance with all applicable Federal, State, County and City laws and codes,
2. **Non-Preventative Maintenance** repairs, remedial repairs, warranty and recall repairs, retrofitting, repairs necessitated by accident, abuse and vandalism; tire service; towing; welding and fabrication; vehicle preparation, delivery acceptance, up-fitting requirements and remarking; vehicle disposal processing;
3. **Quick Fix Services** for repairs such as replacing wiper blades, fuses, and light bulbs; topping-off fluids that can be completed in less than 15 minutes when the vehicle operator delivers the vehicle to the Bus Maintenance Facility,

4. **Road Service Calls and Towing Services** 24 hours a day, seven days a week,
5. **Vehicle Safety Inspections** in accordance with all applicable Federal, State, Local, and Port requirements; and
6. **Administrative Services** to include but not be limited to thorough information management reporting, and technical assistance, to support Port's decisions regarding fleet size and composition, policy formulation, capital investments in the fleet; and any other administrative services required to assure the effective and economical operation of the Airport Shuttle Bus Fleet vehicles.

**B. Bus Maintenance Facility (BMF)**

The Contractor shall provide Shuttle Bus Fleet maintenance and repair services using Contractor's owned, leased and operated BMF which shall be located within a six (6) mile radius of the Oakland International Airport (OAK).

**C. BMF Service Hours**

The Contractor shall provide maintenance and repair services to Airports Shuttle Bus fleet equipment at times that least affect the operation of the Airport's Shuttle Bus Service Operator. To accomplish this, the BMF must be open, at a minimum, during the following hours of shuttle bus operations: 7:00 A.M. to 11:00 P.M., Monday through Friday, and 7:00 A.M. to 3:00 P.M., Saturday. After hours Contract services will be provided on an as needed basis.

**D. Bus Fleet Description**

**Table 1 below** provides a list of the Port-owned bus fleet the selected Contractor will have to maintain. The Port reserves the right to add new vehicles when procured, or subtract old vehicles from the fleet.

Table 1 – Bus Fleet Description

**2009 ElDorado Low Floor Axxess (40', 25 seated passengers) ~ CNG Fuel**

<b>Fleet Number</b>	<b>VIN #</b>	<b>License Plate #</b>
2091	1N9APALG6AC084095	1330091
2092	1N9APALG1AC084098	1330092
2093	1N9APALG8AC084096	1330093
2094	1N9APALGXAC084097	1330094
2095	1N9APALG3AC084099	1330095

**2018 ElDorado Aero Elite (32', 22- seated passengers) Class E Ford F550 ~ CNG Fuel**

<b>Fleet Number</b>	<b>VIN #</b>	<b>License Plate #</b>
To Be Determined	1FDAF5GY0HDA07607	To Be Determined
To Be Determined	1FDAF5GY0HDA07610	To Be Determined
To Be Determined	1FDAF5GY1HDA06904	To Be Determined
To Be Determined	1FDAF5GY2HDA07608	To Be Determined
To Be Determined	1FDAF5GY2HDA07611	To Be Determined
To Be Determined	1FDAF5GY3HDA06905	To Be Determined
To Be Determined	1FDAF5GY5HDA06906	To Be Determined
To Be Determined	1FDAF5GY9HDA06908	To Be Determined
To Be Determined	1FDAF5GY9HDA07606	To Be Determined

These are scheduled for delivery during Spring 2018 and therefore will be virtually new and under factory warranty at the outset of this contract. These will replace the vehicles described below, some

of which may still be in operation during the first year of this agreement, though for a short period. When all nine new buses are accepted the Port plans to retire and dispose of these buses.

**2003 Eldorado Aerotech (25', 16 seated passengers) Ford E-450 ~ CNG Fuel**

<b>Fleet Number</b>	<b>VIN #</b>	<b>License Plate #</b>
9920	1FDXE45M43HB68860	1170665
9921	1FDXE45M03HB68872	1170661
9922	1FDXE45M83HB68862	1170664
9923	1FDXE45MX3HB68863	1170663
9924	1FDXE45M13HB68864	1170662
9927	1FDXE45M93HB68868	1184274
9930	1FDXE45M63HB68861	1114228
9932	1FDXE45M43HB68874	1141229
9933	1FDXE45M23HB68873	1141223
9934	1FDXE45M73HB68867	1141230

**E. Management Accountability**

At the present time, On-Airport Parking Shuttle bus operations are managed through a contractual relationship with **SP Plus Corporation (or "SP+")**. This relationship will continue through January 31, 2021, 2022 or 2023. SP+ is responsible for the day-to-day management, operations, and staffing of the shuttle bus services. These responsibilities include daily interaction with maintenance service provider to coordinate delivery and pick-up of buses that require maintenance services and repairs. The Contractor will be expected to establish and maintain a positive and cooperative working relationship with SP+ personnel.

### **III. Port Policy and Other Requirements**

The selected Respondent will be required to comply with the following Port Policy and Other Requirements:

**A. Non-Discrimination and Small Local Business Utilization Policy (NDSLBU):**

The Port desires to maximize the participation of small local business and has instituted a Non-Discrimination and Small Local Business Utilization Policy (NDSLBU). The NDSLBU consists of two parts:

1. Non-Discrimination policy which all Suppliers (Respondents) must adhere to, by providing the enclosed "Non-Discrimination and Small Local Business Utilization Policy Program Affidavit" (**Attachment 6**) with their proposals,
2. Preference points to small local businesses who qualify under the Port's definition of a small local business. In order to qualify for preference points, Suppliers (Respondents) must be either certified by the proposal due date or download a Certification Application at: <http://www.portofoakland.com/srd/> and submit it along with any supporting documentation to the Port's Social Responsibility Division seven (7) business days prior to the proposal due date.

A summary of the Port's Non-Discrimination and Small Local Business Utilization Policy is included herein as **Attachment 5**. The entire policy is available at:

[http://www.portofoakland.com/pdf/responsibility/ndslbu\\_policy.pdf](http://www.portofoakland.com/pdf/responsibility/ndslbu_policy.pdf)

Suppliers already certified with the Port do not need to submit proof of certification, but still need to check the Port's certification database at: <http://srd.portofoakland.com/> to ensure their certification has not expired and must fill out the Chart for Submitting Data for Calculation of Preference Points

**(Attachment 5-A)**, and the Local Participation Questionnaire **(Attachment 5-B)**, and submit them with your proposal. All Suppliers (Respondents) must still provide proof of adhering to the Port's Non-Discrimination policy by submitting the NDSLBP Program Affidavit.

A copy of the Port-certified Small Local Business Enterprises can also be downloaded at:

<http://www.portofoakland.com/srd/>

For questions or assistance regarding NDSLBP, contact Ms. Connie Ng-Wong Contract Compliance Officer, (510) 627-1390, at the Port's Social Responsibility Division, or via email to [cng-wong@portoakland.com](mailto:cng-wong@portoakland.com)

## **B. Living Wage Policy**

On March 5, 2002, the voters in the City of Oakland passed Measure I, adding to the City Charter Section 728 ("§728") entitled "Living Wage and Labor Standards at Port-assisted Businesses." §728 requires Port Aviation and Maritime businesses that meet specified minimum threshold requirements to pay all nonexempt employees a Living Wage rate established by City Ordinance and adjusted annually based on the Consumer Price Index for the San Francisco, Oakland, and San Jose area. The current Living Wage rate as of July 1, 2017 is at least \$13.32 with credit given to the employer for the provision to covered employees of health benefits, and \$15.31 without credit for the provision of health benefits. Specifically, §728 applies to Port contractors and financial assistance recipients with the Aviation or Maritime divisions that have contracts worth more than \$50,000 and that employ more than 20 employees who spend more than 25% of their time on Port-related work. §728 also provides covered employers with incentives to provide health benefits to employees, establishes a worker retention policy, requires covered employers to submit quarterly payroll reports and requires covered employers to allow Port representatives access to payroll records in order to monitor compliance and labor organization representatives access to workforces during non-work time and on non-work sites. Covered employers are responsible for complying with the provisions of §728 from the date the covered contract is entered into. When a contract is awarded, the Respondent will be required to fill out the attached Employer Self-Evaluation for Port of Oakland Living Wage Form **(Attachment 7-A)** and Certificate of Compliance—Living Wage **(Attachment 7-B)** and return them to the Social Responsibility Division. (i.e., do not include these forms in with your proposal). For more information, please call Connie Ng-Wong in the Port of Oakland's Social Responsibility Division at (510) 627-1390.

Respondent shall acknowledge reviewing the Port's Living Wage program and compliance, by submitting the Statement of Living Wage Requirement **(Attachment 8)** with their proposal.

## **C. Proposal Surety**

Respondents must include a statement **(Attachment 9)** with their proposal agreeing to the Port's Proposal Surety requirements and indicate they will be able to obtain, purchase and maintain, throughout the Contract Term, the proper contract surety of the types and in the amounts as required by the Agreement.

All Respondents who plan on submitting a proposal in response to this RFP must provide the Port with a certified or cashier's check from a bank, or a Proposal Letter of Credit, in the form included in the Proposal Forms **(Attachment 9-A)**, payable to the Port of Oakland in the amount of One Hundred Thousand and No/100 Dollars (\$100,000). A Surety Bond in the amount of \$100,000, in the form included in the Proposal Forms **(Attachment 9-B)** is also acceptable.

Cash will not be accepted in lieu thereof. Such check, Letter of Credit, or Surety Bond shall be submitted with the understanding that it will guarantee that the Proposer will not withdraw the Proposal for a period of one hundred eighty (180) calendar days after the scheduled closing time for the receipt of Proposals, and that if the Proposer receives a notice of award from the Port, Proposer will enter into the Agreement and provide the Port with the Fidelity and Surety Bonds required under **Section 14**, and any Guaranty required under **Section 28**, of the Agreement accompanying this RFP as **Attachment 12**.

In the event that the Proposal is withdrawn within this period or the Proposer fails to enter into the Agreement and provide the Port with the Surety Bonds and Guaranty required by the Agreement within ten (10) calendar days after receipt of a notice of award from the Port, the Port shall be entitled to the full amount of the surety in the amount of one hundred thousand dollars (\$100,000) for damages to the Port on account of the default of the Proposer. This assessment is not a penalty to the Proposer but is a measure of damages that will actually be sustained as agreed to by both parties. The check or Letter of Credit will be returned to any unsuccessful Proposer upon final award of the contract by the Port Board hereunder, receipt by the Port of the Agreement executed by the successful Proposer, and the required Surety Bonds and any required Guaranty, the rejection of all Proposals, or expiration of said one hundred eighty (180) calendar day period, whichever is earlier.

#### **D. Insurance Requirements**

All Respondents who plan on submitting a proposal in response to this RFP must provide the Port with a sample certificate of insurance that evidences compliance with the insurance requirements listed in **Attachment 12, Exhibit J**, and must provide proof of insurance at the time of project award. Respondents must include a statement (**Attachment 10**) with their proposal agreeing to the Port's insurance requirements and indicate they will be able to obtain the proper insurances at the time of project award.

#### **E. Airport Shuttle Bus Fleet Maintenance Services Agreement**

Submission of a proposal will confirm that the Respondent fully understands the provisions of the Oakland International Airport Agreement for Airport Shuttle Bus Fleet Maintenance Services (**Attachment 12**) which will be revised as necessary to be consistent with the provisions of this RFP and any addenda, and will execute such revised agreement if awarded the contract. Any objections to any provisions in the Port's Agreement and/or this RFP must clearly be identified in your proposal. Changes are discouraged and may affect the ranking of the Proposal.

### **IV. Submission Requirements**

The Port has scheduled a **Optional Pre-proposal** meeting on the date indicated in the table labeled "Proposal Information" (on the first page of the invitation for this RFP), to review the scope of services and the submission requirements.

Please respond to the following **eight (8) submission requirements** in a straightforward, concise delineation of your capabilities proposed to satisfy the requirements of the RFP. The Port will use your responses to objectively determine your capabilities and experience. Please clearly label your responses 1 through 8, in the order presented below. Please limit your total response to the number of pages indicated below (excludes the required attachment forms provided with this RFP).

#### **A. Submittal Format**

Responses may not be longer than **16 pages (one sided or 8 pages double sided)**, printed on 8 1/2" x 11" paper and formatted in no smaller than 10 point font. Each section shall be labeled according to the sections below. All submitted material must be bound with only **one staple or binder clip** in the upper left corner. Please no binders or any other type of binding. Submittals must be able to fit into a 9 x 11.5 inch folder.

1. **Company Information and Minimum Qualifications:** Provide information that clearly demonstrates how your company meets the **Minimum Qualifications Requirements** listed above in **Part I, Section A** of this RFP. Also, provide the name of your company (including the name of any parent company), business address, email address, Federal Tax ID number, telephone and fax numbers, and names and titles of key management personnel, and a very brief history of your company. Provide a brief statement of who is authorized to submit the

proposal on the behalf of your company. **Please make sure that person signs and dates the statement.**

If your company is making any exceptions to the Metropolitan Oakland International Airport Agreement for Airport Shuttle Bus Fleet Maintenance Services (**Attachment 12**) and/or this RFP, they must be clearly set forth in your proposal and noted in this section. Exceptions are discouraged and may result in lower evaluation points during the Port's evaluation of your proposal.

**Financial Statements:** Each Proposer shall submit audited financial statements for the most recent calendar year as required by the **Part I, Section A**, above. If financial statements of any entity other than the Proposer are included in a Proposal, they will be disregarded by the Port in its evaluation of the Proposal unless each other entity joins in the Proposal as a guarantor by signing the Proposer's Statement and Representation included with the Proposal Forms. Proposer's Statement and Representation obligates each such entity to execute and deliver to the Port the Guaranty included as **Exhibit N** to the Agreement (**Attachment 12**) at the same time that the Proposer executes and delivers the Agreement to the Port.

The submittal of the audited financial statements for the most recent calendar year financial will not count against their total page count.

2. **Knowledge and Experience:** Provide relevant information about your company's knowledge and experience, including a list of three or more projects (in similar size and scope to this RFP), with brief descriptions that demonstrate your experience. Also, provide the names of key personnel who will be assigned to do the work under this project and provide their relevant experience. This includes key corporate contacts throughout the contract period, onsite contract transition, staff and operations staff.

The Agreement for the Services, attached as **Attachment 12** to this RFP, should be carefully reviewed prior to submitting a Proposal. Proposers should identify any changes required in the Agreement by submitting such changes, including specific language, in this **Part IV, Section A.1.**, of the Proposal. However, changes to the Agreement are strongly discouraged and may affect the ranking of the Proposal.

3. **Client References:** Provide names, addresses and contact information for three (3) current clients. Provide the size and scope of each project and a brief description of the projects. Please make sure all contact information is current. By providing such information, you authorize us to contact such clients.
4. **Plan and Approach:** Provide a summary describing each of the following components of the Proposer's Scope of Services. Each description should include, at minimum, the items listed in the tentative plans included in RFP **Attachment 11, Parts IV through VII**.

Prior to contract commencement, the successful Proposer shall submit its full plans for these components. Once approved by the Director of Aviation or its Designee, these plans will be added to the Agreement to be executed by the Port and the successful Contractor.

This section of the Proposer's Proposal is limited to no more than twenty (20) double-sided sheets. The Plan and Approach attachment submittals of this section will not count against their total page count. Please provide your Company's outlines for the below plans:

- a. **Quality Assurance Program Outline:** As described in RFP **Attachment 11, Part IV**, the Contractor shall implement a Quality Assurance Program to manage preventative maintenance inspections and other activities performed by the Contractor or Subcontractors to ensure all defects have been properly identified and repaired. The program shall include provisions for meeting specified performance standards, maintaining quality workmanship, analyzing failures and suggesting updates to

preventative maintenance procedures, and for reducing maintenance costs incurred by the Port.

- b. **Maintenance Plan Outline:** As described in RFP **Attachment 11, Part V**, the successful Contractor shall implement a Maintenance Plan Program to at minimum, address the approach to or methodology for establishing service intervals and carrying out inspections, repairs, and overhaul activities in such a way that the collective actions are effective in preventing minor mechanical issues from resulting in mechanical breakdowns that disrupt passenger service.
  - c. **Staffing Plan Outline:** As described in **Attachment 11, Part VI**, the successful Contractor shall implement a Staffing Plan to at minimum, address the approach to or methodology for attracting, hiring, training and retaining qualified employees as may be necessary to ensure service intervals, inspections, repairs, and overhaul activities are completed in such a way that the collective actions are effective in preventing minor mechanical issues from resulting in mechanical breakdowns that disrupt passenger service.
  - d. **Safety Plan Outline:** As described in **Attachment 11, Part VII**, the successful Contractor shall implement a Safety Plan to at minimum, address the approach to or methodology for conducting vehicle and equipment safety inspections to ensure safe operation after service intervals, repairs, and overhaul activities are completed.
  - e. **Other Improvement Plan Outlines:** To continuously improve Airport operations, the Port is open to considering input on best industry practices, and wishes to use this process to solicit input from the Proposers. Moreover, the Port will give due consideration to those Proposers who demonstrate successful implementation of programs that improved customer service, increased utilization and financial returns in competitive business environments for similar clients. Proposers should therefore take the opportunity to provide ideas and insight on:
    - i. Strategies for minimizing average vehicle down-time; and
    - ii. Specific service improvements, their estimated cost, and how much of this cost Proposer is willing to pay without reimbursement from the Port.
5. **Proposed Costs:** Proposers shall use the Cost Proposal Worksheet (**Attachment 4**), to provide a Total Hourly Rate, a Parts Mark-up Percentage, and a Preventative Maintenance Fixed Service Cost to perform and furnish all work specified and in accordance with all the terms and conditions of the Agreement for the Services, attached as **Attachment 12** to this RFP. Each major cost component is described below.
- a. **Total Hourly Rate:** This is the established total hourly rate for providing unscheduled, non-preventative bus maintenance services and repairs. This rate should reflect only the Proposer's Hourly Labor Cost plus Profit and Overhead Costs associated with non-direct costs that are allocable to services performed under contract.

All services and repairs designated as non-preventative maintenance services will be provided by the Contractor on a time and materials basis, using the Total Hourly Rate specified in the Cost Proposal Worksheet.

The Contractor will provide parts, materials and supplies procurement, stocking and disbursement services for all non-preventative maintenance services and repairs. The actual cost of non-preventative maintenance service and repair parts will be at the Contractor's cost (including freight, taxes, and any discounts) and will include a percentage mark up for overhead costs or handling expenses as specified in the Cost Proposal Worksheet. The Port and the Contractor will cooperate in establishing and managing an annual budget for non-preventative bus maintenance services and repairs.

- b. **Preventative Maintenance Cost:** The Port shall pay Contractor a Preventative Maintenance Fixed Service Cost per bus per month as proposed in the Cost Proposal Worksheet.

The Preventative Maintenance Fixed Service Cost per bus per month shall include all of the Contractor's costs associated with contractor-supplied labor, parts, supplies, materials and equipment incurred by the Contractor to provide preventative maintenance services and repairs at regular mileage intervals, as defined throughout this RFP to mean all routine repairs in compliance with the original equipment manufacturer's (OEM) specifications, as well as manufacturer or component warranty items that are normal for transit operation preventative maintenance services.

- c. **Unusual Costs:** The Contractor may petition the Port, in accordance with **Section 5.4** of the Agreement (**Attachment 12**), for an adjustment to the Budget at reasonable times on the basis of unusual changes in the Contractor's cost of doing business. For purposes of this section, unusual changes are items not covered by the agreement that occur as a result of external events and through no fault of the successful Proposer such as changes in Local, State, or Federal laws, regulations, natural catastrophes, civil disturbances, or similar extraordinary events. Unusual costs will not include price increases occurring in the ordinary course of doing business.
6. **Debarment Statement:** Provide a written statement that your company has not been debarred from providing services to any State or Federal Agency within the last five (5) years. Sign and date your statement. If your company has been debarred, you will need to provide background information and the reason(s) for the debarment. Provide the name and contact information for the agency that debarred your company. The Port must review the reason(s) and duration for the debarment before it can determine if your company can be considered for this project.
7. **Litigation and Other Information:** Provide information describing any litigation, arbitration, investigations, or any other similar actions that your company, its principals, directors, and/or employees have been involved in during the last five (5) years relating to your company's services. Please list (a) name and court case or other identification number of each matter, (b) jurisdiction in which it was filed, and (c) outcome of matter (e.g. whether the case is pending, a judgment was entered, a settlement was reached or the case was dismissed). The Port will review the reason and timing of the action before it can determine if your company can be considered for this project. Failure to provide the litigation information may disqualify your proposal.
8. **Required Forms and Adherence to Port Policy and Other Requirements:** The Respondent must fill out all of the forms included in this RFP (listed under the "Attachments" section and marked with a "Yes" in the column titled "Must Be Returned with Proposal"), and return them with your proposal. By returning the listed forms, your company is supporting and agreeing to the Port Policy and Other Requirements (listed in **Section III, "Port Policy and Other Requirements"** of this RFP). Failure of the Respondent to provide any of the required forms may result in your proposal being rejected for non-responsiveness. These required forms will not count against the maximum page count (indicated above) for your response.

## **V. Evaluation Criteria**

Prior to contract award, the Port must be assured that the Respondent selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with skills required, equipment/materials and financial resources sufficient to provide services called for under this contract. If during the evaluation process, the Port is unable to assure itself of the Respondent's ability to perform under the contract, if awarded, the Port has the option of



requesting from the Respondent any information that the Port deems necessary to determine the Respondent's capabilities. If such information is required, the Respondent will be notified and will be permitted five (5) working days to submit the requested information.

In awarding the contract, the Port will evaluate a number of factors in combination. Please make sure you have submitted responses to all items listed in the Submission Requirements section, as your responses will be evaluated based on the weights listed below.

#### **A. Evaluation Criteria and Weights**

<b>Item</b>	<b>Criteria</b>	<b>Weights</b>
	<b><u>Adherence to Port Policy and Other Requirements and Debarment Statement</u></b> Proposals from companies who have not or will not adhere to the Port Policy and Other Requirements or who have been debarred and have not provided sufficient reasons/justification for the Port to review the circumstances surrounding the debarment will not be forwarded to the evaluation committee for review. (Items 6 and 8 of the Submission Requirements section.)	Pass/Fail
	<b><u>Minimum Qualifications Requirements</u></b> As described in <b>Part I, Section A</b> of this RFP. Proposals that do not provide sufficient documentation that clearly demonstrates your company meets the minimum qualifications listed in this RFP will not be forwarded to the Evaluation Committee for review.	Pass/Fail
<b>1</b>	<b><u>Company Information, Client References, Litigation and Other Information, and Required Forms</u></b> Respondent's capacity to provide professional service as evidenced by past performance, company information, reference checks, litigation and other information, and required forms. (Items 1, 3, 7, and 8 of the Submission Requirements section.)	<b>10%</b>
<b>2</b>	<b><u>Knowledge and Experience</u></b> Respondent's knowledge and experience in providing Shuttle Bus Fleet Maintenance Services, and requested changes in the Agreement as evidenced from your response to <b>Subsection 2 of Part IV, Section A, of the Submission Requirements Section.</b>	<b>20%</b>
<b>3</b>	<b><u>Plan and Approach, Scope of Services and Other Improvements</u></b> As evidenced from your response to the Submission Requirements, <b>Item 4 of the Submission Requirements Section.</b>	<b>20%</b>
<b>4</b>	<b><u>Proposed Costs</u></b> As evidenced from your response to <b>Item 5 of the Submission Requirements</b> , and as provided on the Proposal Cost Worksheet.	<b>30%</b>
<b>5</b>	<b><u>Requested Changes in Agreement</u></b> Proposers requesting no changes to the terms of the Port agreement ( <b>Attachment 12</b> ) receive the maximum available points. Requests for changes to terms of the agreement may reduce points received.	<b>5%</b>
<b>6</b>	<b><u>Non-Discrimination and Small Local Business Utilization Policy</u></b> Does your company meet the Port's definition of Small Local Business? The Port will evaluate companies that have provided substantiating documentation to prove they meet the Port's definition of Small Local Business, and award qualifying companies up to the maximum 15 points.	<b>15%</b>
	<b>Total</b>	<b>100%</b>

#### **B. Selection Procedure**

All proposals received by the deadline which meet the RFP's requirements will be presented to the evaluation committee comprised of Port of Oakland staff and possibly external members. The

evaluation committee will evaluate the proposals and score all submissions according to the evaluation criteria above. The selection process may include interviews (at the discretion of the evaluation committee) for the top-scoring submissions. If interviews are to take place, the Port will notify the top scoring Respondents. Interview details and scoring requirements will be provided to selected Respondents prior to the interviews.

## **VI. Additional Provisions**

The terms "Company", "Consultant", "Contractor", "Proposer", "Respondent", "Seller", "Supplier", and "Vendor" whenever appearing in this RFP or any attachments, are used interchangeably to refer to the company or firm submitting a proposal in response to this RFP.

### **A. Port's Legal Name and Jurisdiction**

The Port of Oakland (the "Port") is legally known as the City of Oakland, a Municipal Corporation, Acting by and through its Board of Port Commissioners. The Port is an independent department of the City of Oakland. The Port has exclusive control and management of all Port facilities and properties. Port facilities and properties consist of marine terminals, a railway intermodal terminal and container storage areas (collectively, the "Seaport"); the Oakland International Airport (the "Airport"); and commercial and industrial land and properties (collectively, "Commercial Real Estate"); and other recreational land, other land, undeveloped land, and water areas, all located in Oakland, CA. The Port issues Purchase Orders under the name Port of Oakland.

### **B. Ownership of Proposal**

All rights to information developed, disclosed, or provided in a Proposal and its attendant submissions are the property of Port, unless a Respondent makes specific reference to data that is considered proprietary. To the extent that a Respondent does not make specific reference to data that is considered proprietary, submission of an RFP constitutes the Respondent's express (a) grant and assignment of a perpetual, transferable (in whole or in part), non-exclusive royalty-free license to the Port for copyright, patent, or other intellectual property right (collectively referred to as "intellectual property"), and (b) agreement that the Port may use any such intellectual property without charge for any lawful purpose in connection with other Port development projects, including without limitation the creation of derivative works and issuance of sublicenses.

### **C. Deadline for Proposal**

Proposals must be sealed and delivered to the Submittal Address listed in the Request for Proposal (RFP) no later than the time specified in the RFP. The Port will place a clock ("Clock") in a conspicuous location at the place designated for submittal of Proposals. For purposes of determining the time that a Proposal is submitted, the Clock shall be controlling (unless at the time of the receipt the Clock malfunctions, then the Port's clock on its network phone system shall be controlling). The Port suggests that Proposals be hand delivered to the Submittal Address in order to ensure their timely receipt. Any Proposals mailed via an express mail service, US Postal Service, or other courier service shall not be considered timely received until date and time stamped by the controlling Clock. Any Proposals received after the time stated (regardless of the cause of the delay, including whether caused by the express mail service, US Postal Services, other courier service, or the Port's mail handling personnel) shall not be opened and shall be returned, sealed, to the Proposer.

### **D. Public Records Act**

Per the Public Records Act (Gov. Code 6250 et seq.), the Port may be obligated to make available to the public the submitted proposal and all correspondence and written questions submitted during the Request for Proposal process. However, such disclosure shall not be made prior to the date on which the Port publishes a final Board agenda report recommending award of the contract. Any trade secrets or proprietary financial information,

which a Respondent believes should be exempted from disclosure, shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such.

The Port reserves the right to independently determine whether any document is subject to disclosure and to make such information available to the extent required by applicable law, without any restriction.

**E. Indemnification**

If Respondent is selected to receive a contract, it will be required to agree to the indemnification clause contained in the Airport Shuttle Bus Fleet Maintenance Services Agreement. See Section 15 of the Airport Shuttle Bus Fleet Maintenance Services Agreement (**Attachment 12**).

**F. Reimbursable Expenses**

**Attachment 12, Exhibit C** details reimbursable expenses under this contract. All expenses associated with the Contract Transition and start-up tasks are not separately reimbursable.

**G. Port's Right to Modify**

Respondents are advised that the Port has not incurred any obligations or duties in soliciting this Request for Proposals. The Port, at its sole discretion, reserves the right to reject any or all proposals submitted in response to this RFP; to request additional information or clarification of information submitted; to cancel or modify, in part or in its entirety, this RFP; to request new RFPs or pursue any other means for obtaining the desired services; to waive any informalities or minor irregularities in the RFP, and other inconsequential deviations from the RFP's requirements. The Board of Port Commissioners retains the right to award this project in part or in total to the Respondent(s) of its choice, and to decide to undertake the project or to terminate the project at any time prior to approval of a formal contract.

**H. Conflicts of Interest**

By submitting a proposal, the Respondent represents that it is familiar with Section 1090 and Section 87100 et seq. of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of said sections in connection with its proposal. Respondent also represents that its proposal has completely disclosed to the Port all facts bearing upon any possible interests, direct or indirect, which Respondent believes any member of the Port, or other officer, agent or employee of the Port or any department presently has, or will have, in any agreement arising from this RFP, or in the performance thereof, or in any portion of the profits there under. Willful failure to make such disclosure, if any, shall constitute ground for rejection of the proposals or termination of any agreement by the Port for cause. Respondent agrees that if it enters into a contract with the Port, it will comply with all applicable conflict of interest codes adopted by the City of Oakland and Port of Oakland and their reporting requirements.

**I. Cost of Preparing a Response**

All costs for developing a response to this RFP and attending any proposal meetings or selection meetings are entirely the responsibility of the Respondent and shall not be chargeable to the Port.

**J. Law Compliance**

The Respondent must comply with all laws, ordinances, regulations and codes of the Federal, State, and Local Governments, which may in any way affect the preparation of proposals or the performance of the contract.

**K. Respondent's Relationship**

The Respondent's relationship to the Port shall be that of independent contractor and not deemed to be agent of the Port.

**L. Proposal Considerations and Legal Proceeding Waiver**

The Port has absolute discretion with regard to acceptance and rejection of proposals. In order to be considered the party submitting a proposal waives the right to bring legal proceedings challenging the Board of Port Commissioners choice of the award.

**M. False Statements**

False statements in a proposal will disqualify the proposal.

**N. Taxes**

The Respondent will be responsible for all Federal, State, and Local taxes.

**O. Grade of Service**

The Respondent must provide professional service and maintain appropriate personnel to provide expedient and courteous service.

**P. The Respondent's Liability**

The Respondent shall be responsible for any and all damages to the Port's premises resulting from the negligent acts or willful misconduct of the Respondent's agents or employees.

**Q. Amendments**

The Port may, at its sole discretion, issue amendments to this RFP at any time before the time set for receipt of proposals. The Respondents are required to acknowledge receipt of any amendments (addenda) issued to this RFP by acknowledging the Addendum in the space provided on the RFP Acknowledgement and Signature Form. The Port shall not be bound by any representations, whether oral or written, made at a pre-proposal, pre-contract, or site meeting, unless such representations are incorporated in writing as an amendment to the RFP or as part of the final contract. All questions or requests for clarification concerning material terms of the contract should be submitted in writing for consideration as an amendment.

**R. Withdrawal or Modification of Offers**

The Respondent may modify or withdraw an offer in writing at any time before the deadline for submission of an offer.

**S. Acceptance**

Any offer received shall be considered an offer which may be accepted or rejected, in whole or in part, by the Port based on initial submission with or without discussions or negotiations.

**T. Representations**

No representations or guarantees of any kind, either made orally, or expressed or implied, are made with regard to the matters contained in this document, including any attachments, letters of transmittal, or any other related documents. The Respondent must rely solely on its own independent assessment as the basis for the submission of any offer made.

**U. Award Consideration and Length of Contract**

The Port shall not be bound to accept the lowest-quote fee and will award the contract (if any) to the company/firm selected through the competitive process (and any subsequent interviews and site visits) outlined in this RFP.

The Port will award a three-year contract (if any) and will have the option to issue two (2) one-year extensions not to exceed a total period of 5 years (at the costs quoted in this proposal).

**V. Contract Termination**

The Port may terminate the agreement with the Respondent on thirty (30) days' notice without cause or immediately for cause. See **Section 19** of the Airport Shuttle Bus Fleet Maintenance Services Agreement (**Attachment 12**).

**W. Protest Procedures**

Any party that has timely submitted a responsive proposal that contends or claims that the Port's proposed award of the subject contract fails to comply with the Port's rules and regulations or with law must file a protest in accordance with the provisions set forth below:

1. Any protest must be submitted in writing to Daria Edgerly, Secretary of the Board, and received by the Port no later than 5:00 p.m. by the third (3rd) business day following publication of the identity of the apparent successful proposer (or of Notice of Intent to Award, if such notice is issued).
2. The protest must include the name, address and telephone number of the person representing the protesting party.
3. The initial protest document must contain a complete statement of the basis for the protest, including in detail, all grounds for protest including referencing the specific portion of the solicitation document that forms the basis for the protest, and including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the protest. Any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.

Any protest not conforming to the foregoing shall be rejected by the Port without recourse.



**PORT OF OAKLAND**

## Non Collusion Declaration

### **RFP No.: 17-18/27, AIRPORT SHUTTLE BUS FLEET MAINTENANCE SERVICES**

(To Be Executed By Proposer and Submitted With Proposal)

I, \_\_\_\_\_, declare as follows:

That I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the attached proposal; that the attached proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or to fix any overhead, profit, or cost element of the proposal price, or that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018, at  
\_\_\_\_\_, California

\_\_\_\_\_  
Signature

Authority: California Public Contract Code § 7106; California Code of Civil Procedures § 2015.5



**PORT OF OAKLAND**

**Statement of Equal Employment  
Opportunity**

**RFP No.: 17-18/27, AIRPORT SHUTTLE BUS FLEET MAINTENANCE SERVICES**

I hereby certify that \_\_\_\_\_ (Legal Name of Respondent/Supplier/Consultant/Contractor), will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age (over 40), physical or mental disability, cancer-related medical condition, a known genetic pre-disposition to a disease or disorder, veteran status, marital status, or sexual orientation.

I declare under penalty of perjury under the laws of the State of California that the information I have provided herein is true and correct and is of my own personal knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**PORT OF OAKLAND**

## RFP Acknowledgement and Signature Form

### RFP No.: 17-18/27, AIRPORT SHUTTLE BUS FLEET MAINTENANCE SERVICES

The undersigned having carefully examined the location of the proposed work, the local conditions of the place where the work is to be done, the Invitation, the General Conditions, the Specifications and all of the documents for this project, proposes to enter into a contract with the Port of Oakland to perform the work listed in this RFP, including all of its component parts, and to furnish any and all required labor, materials, equipment, insurance, bonding, taxes, transportation and services required for this project in strict conformity with the plans and specifications prepared, including any Addenda, within the time specified.

**1. Addendum Acknowledgement:**

The following addendum (addenda) is (are) acknowledged in this RFP: \_\_\_\_\_

**2. Acknowledgement and Signature:**

1. No Proposal is valid unless signed in ink by the person authorized to make the proposal.
2. I have carefully read, understand and agree to the terms and conditions on all pages of this RFP. The undersigned agrees to furnish the services stipulated in this RFP.
3. I represent that I am familiar with Section 1090 and Section 87100 et seq. of the Government Code of the State of California, and that I do not know of any facts that constitute a violation of said Sections in connection with the proposal.

Respondent's Name and Title: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Cell Number: \_\_\_\_\_

Contractor License # (if applicable): \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**3. Decline RFP:**

We **do not** wish to submit a Proposal on this Project. Please state your reason below. Please also indicate if you would like to remain on our Supplier list.

Reason: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_





**PORT OF OAKLAND**

## Proposal Cost Worksheet

### RFP No.: 17-18/27, AIRPORT SHUTTLE BUS FLEET MAINTENANCE SERVICES

To be considered, each Proposer must complete and submit the following Proposal Cost Worksheet. The Port shall not be responsible for any errors or omissions.

**1. Hourly Labor Rate**

\$ /Hour

1.a Overtime  
Weekend Rate<sup>1</sup>

\$

or Over-Time Factor

%

**2. Profit & Overhead<sup>2</sup>**

\$

Percentage of Hourly Labor  
Rate (Line 2 ÷ 1)

%

**3. Total Hourly Rate**

(Lines 1 + 2)

\$

**4. Mark-up on Parts**

%

<sup>1</sup> Should only apply to emergency non-preventative maintenance service work.

<sup>2</sup> Includes: all profit plus local and corporate overhead expense including insurance premiums related to this project and the proposed maintenance facility.

## PREVENTATIVE MAINTENANCE FIXED SERVICE COST

BUS TYPE	MONTHLY PM COST/BUS <sup>3</sup>		FLEET SIZE		TOTAL MONTHLY COST	TOTAL ANNUAL COST
2018 CNG EIDorado 32' Aero Elite	\$	X	9	=	\$	\$
2009 CNG EIDorado 40' Axess Low Floor	\$	X	5	=	\$	\$
2003 CNG EIDorado 25' Aerotech	\$		10		\$	\$
<b>TOTAL ANNUAL PREVENTATIVE MAINTENANCE COST (FIRST YEAR ONLY)</b>						\$

- Includes parts and labor.
- Total monthly cost shall be adjusted to reflect active fleet roster.
- Port retains the right to augment PM payment schedules to reflect new vehicle acquisition.

The Aerotech vehicles will be replaced by the Aero Elite vehicle fleet however, some vehicles may still be in operation during the first year of this agreement, though for a short period. When all nine new buses are accepted the Port plans to retire and dispose of the 2003 CNG EIDorado Aerotech fleet.

The Proposal shall be required to be firm for the first year of the Contract period. Port reserves the right to reject any or all Proposals. The undersigned agrees, should this Proposal be accepted, to execute the form of the Contract and present the same to the Port for approval within thirty (30) days after being notified of the awarding of the Contract.

Respondent Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<sup>3</sup> Includes fully loaded Total Hourly Rate (Line # 3); based on Weekday Hourly Labor Rate (Line #1), Parts Cost plus Percentage Mark-up (Line #4).

**RFP No.: 17-18/27, AIRPORT SHUTTLE BUS FLEET MAINTENANCE SERVICES**

**Non-Discrimination:** Port of Oakland (Port) policy prohibits discrimination or preferential treatment because of race, color, religion, sex, national origin, ancestry, age (over 40), physical or mental disability, cancer-related medical condition, a known genetic pre-disposition to a disease or disorder, veteran status, marital status, or sexual orientation.

**Local Business Utilization:** On October 7, 1997, the Board of Port Commissioners initiated a formal policy to encourage full participation of firms from its Local Business Area ("LBA"), the counties of Alameda and Contra Costa, particularly those in its Local Impact Area ("LIA"), in its work. The LIA includes the cities of Oakland, Alameda, Emeryville and San Leandro. The LBA includes all cities within the counties of Alameda and Contra Costa. The Port will also take into consideration efforts the prime and sub-consultants make to assist in the community, e.g., assigning meaningful work to small and/or very small local sub-consultants, mentor protégé relationships, participation in job/trade fairs, hiring interns, pro bono work, and working with local schools, etc.

Consultant Preference Points: The Port allots preference points for the percentage of work being performed by consultants/sub-consultants located in either the LBA or the LIA and for community involvement (i.e. mentoring, intern programs, job fairs, community rehabilitation groups and re-entry programs) for a maximum total of up to 15 points. These points are added to a maximum of 85 technical points for a composite maximum of 100 points in evaluating consultant proposals as follows:

- Up to 5 points will be credited proportionately (counting the whole team, prime consultant and sub-consultant(s)) for LIA certified firms, and 2.5 for LBA certified firms.  
Note: LIA/LBA credit is given only for certified firms which have had established active offices in the respective area for at least a year at the time of proposal due date, and NOT for outside firms which plan to do the project work at a LIA/LBA office;
- An additional 3 points will be credited for an LIA certified prime consultant (proportionate to the share of prime consultant work in the case of a joint venture) and 1.5 points for an LBA certified prime consultant;
- Up to 4 points will be credited proportionately (counting the whole team, prime consultant and sub-consultant(s)) for Very Small Business Enterprise (VSBE) certified firms, and 2 points for Small Business Enterprise (SBE certified firms); and
- Up to 3 points for commitment to the Port's values and programs, e.g., mentoring small and/or very small local businesses and providing meaningful work for small and/or very small local sub-consultants; utilization of college and high school interns from the LIA; participation in job fairs and trade fairs targeted to LIA residents and businesses; and other work showing the consultant's efforts to contribute to the economic development of the LIA.

In summary, please submit the following attachments in each copy of your proposal:

1. Attachment 5-A, Chart for Submitting Data for Calculation of Preference Points. List the team members' (prime and subs) names, roles, location and LIA/LBA/SBE/VSBE status in the format shown in Attachment 5-A. Be specific as to the nature and estimated percentage of the work to be performed by the prime, any joint venture partners and/or sub-consultants.
2. Attachment 5-B, Local Participation Questionnaire. Complete for each sub-consulting firm or individual, as well as for the prime consultant.
3. Attachment 5-C and 5-D, Monthly and Final Utilization of Local and Small Business Enterprises are required after contract award. Attachment 5-C is required after contract award and a final report attachment 5-D, is required after completion of the project.

Any proposal that fails to complete and submit the above two items (Prime *and* sub-consultants) will not be considered. For firms headquartered outside the LIA/LBA wishing to obtain credit for their local office, for the purpose of this project shall utilize personnel from this local office. Additionally, mail, correspondence and telephone calls will be made to this local office.

To obtain credit for these factors and for any preference points on this RFP, consultants or any team member must be certified by the proposal due date or submit an application:

- Consultants or any team members wishing to be certified by the Port must submit a Certification Application, with all supporting documentation seven (7) business days prior to the proposal due date. The questionnaire and checklist of necessary supporting documents for certification may be obtained at: <http://www.portoakland.com/srd/>. For questions regarding certification, you may contact Social Responsibility Division (SRD) at (510) 627-1627 or email [SRDAdmin@portoakland.com](mailto:SRDAdmin@portoakland.com). Firms certified by the Port of Oakland do not need to submit proof of certification.

Please note Port certification must be current and not expired to count for preference points. Certification is valid for a two-year period.

For questions or assistance regarding this section, contact Ms. Connie Ng-Wong (510) 627-1390, or [cng-wong@portoakland.com](mailto:cng-wong@portoakland.com) in the Port's Social Responsibility Division.



**PORT OF OAKLAND**

## Chart for Submitting Data for Calculation of Preference Points

Company	Nature of Work to be Performed	Prime or Sub?	Location of Firm	*LIA/LBA SBE/VSBE Certification Status	Percent of Total Contract	Percent of Sub-consulting Work
(Name of Prime)		<b>Prime</b>				
(Name of Subs)		<b>Sub</b>				
(Name of Subs)		<b>Sub</b>				
(Name of Subs)		<b>Sub</b>				
(Name of Subs)		<b>Sub</b>				
(Name of Subs)		<b>Sub</b>				
(Name of Subs)		<b>Sub</b>				
(Name of Subs)		<b>Sub</b>				
(Name of Subs)		<b>Sub</b>				
(Name of Subs)		<b>Sub</b>				
(Name of Subs)		<b>Sub</b>				
<b>Total</b> (must add up to 100%)					100%	100%

**\* In order to qualify for preference points, the firm must be certified by the Port of Oakland.** Local Impact Area (LIA), Local Business Area (LBA), Small Business Enterprise (SBE), Very Small Business Enterprise (VSBE)

Notes:

- Please make sure the column labeled "Percent of Total Contract" adds up to 100%
- Please make sure the column labeled "Percent of Sub-consulting Work" adds up to 100% of the Sub-consulting work.



**PORT OF OAKLAND**

## Local Participation Questionnaire

(Use additional paper if necessary)

1. Is the consultant or large sub-consultant mentoring or providing a professionally meaningful share of the project to small and/or very small LIA firms on this project? ☐ Yes ☐ No

If the response is "yes", please provide specific details on how the mentoring or sharing will be performed. In addition, be specific as to the nature of the relationship and the persons responsible for implementing it.

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2. (A) Do any team members regularly use local students as interns in their work? ☐ Yes ☐ No  
(B) Do any team members currently use local students as interns in their work? ☐ Yes ☐ No  
(C) Have any team members used local students as interns in past work? ☐ Yes ☐ No  
(D) If planning to use interns on this project, how will you utilize them?

If you answered "yes" to any of these questions, please state from what schools or programs the interns were obtained, what type of work was performed by them, and any other details that might be relevant, i.e. paid internship, length of service, number of interns.

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3. Have firms in the team participated in other community projects, e.g., job fairs targeted to local neighborhoods, youth or school programs, community rehabilitation groups, etc.? ☐ Yes ☐ No

If so, please give details:

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**PORT OF OAKLAND**

## Monthly Utilization of Local and Small Business Enterprises

<b>PRIME CONTRACTOR</b>		<b>BUSINESS ADDRESS</b>				<b>CONTRACT BID AMOUNT</b>		<b>DATE OF THIS REPORT</b>	
<b>PORT PROJECT NAME</b>				<b>PORT PROJECT NUMBER</b>	<b>WORK AUTHORIZATION #</b>	<b>TOTAL CONTRACT AMOUNT INCLUDING CHANGE ORDERS</b>		<b>PROJECT COMPLETION DATE</b>	
(1) Name and Address of Small/Local Firm [Prime, Subcontractor, Supplier or Trucking Broker]	(2) Description of Work Performed and or Materials Supplied	(3) Prime and Sub(s) Original Bid Amount	(4) Port Certification Number	<b>CONTRACT PAYMENTS</b>					
				(5a) * LIABE Dollars	(5b) * LBABE Dollars	(5c) * SBE Dollars	(5d) * VSBE Dollars	(6) Date Work Completed	(7) Date of Final Payment
<b>TOTAL</b>				\$	\$	\$	\$		

List all certified local/small prime and subs regardless of tiers through out the life of the project, whether or not firms were listed on the original bid. Xerox this page if additional sheets are needed.

If actual sub dollars were different than the approval amount at time of award, provide comments on back of form. List actual amount paid to each sub at the above chart.

\* LIABE (Local Impact Area Business Enterprise), LBABE (Local Business Area Business Enterprise), SBE (Small Business Enterprise), and VSBE (Very Small Business Enterprise).

**I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE, TRUE AND CORRECT**

<b>AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE and TITLE</b>	<b>BUSINESS PHONE NUMBER</b>	<b>DATE</b>
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**Distribution:**

**Original – SRD**

**Copy To – Engineering Construction / Resident Engineer**

### Instructions--Monthly Utilization of Local and Small Business Enterprises

- (I) Enter the project information requested on the first two rows on page 00816-1 (Prime Contractor, Business Address, Contract Bid Amount, etc.)
- (II) Provide the following information **for each portion of the contract work performed by (and for each amount of materials supplied by) a Port-certified small and/or local business**, including the prime contractor if the prime is a Port-certified small/local business:

- Column 1: Name and address of the firm performing work and/or supplying materials.
- Column 2: Description of the work performed and/or materials supplied by said firm.
- Column 3: For subcontractor, supplier or trucker: dollar amount of the bid submitted by the firm to prime bidder, as listed in the Subcontractor and Supplier List Form submitted by prime bidder with its bid. If the subcontractor, supplier or trucker was not listed in the Subcontractor and Supplier List Form, enter "0". For small/local prime bidder: dollar amount of the prime bidder's bid excluding all subcontractor/supplier/trucking broker bid amounts, as listed in the Subcontractor and Supplier List Form.
- Column 4: Port Certification Number of firm. (Port-certified small/local subcontractors, suppliers and truckers should provide their certification number to the Prime Bidder and notify Prime Bidder in writing with the date of the decertification if their status changes during the course of the project.)
- Columns 5a-5d Enter the dollar amount of the work performed and/or materials supplied by the firm in either Column 5a, 5b, 5c or 5d, depending on the firm's certification status. Firm certification status must be certified and determined at the time of bid by Port of Oakland. The certified firm is issued a letter by the Port of Oakland that states their certification status as well as the expiration date of the certification. Firms' certification status may be obtained by accessing the Port of Oakland website (<http://www.portofoakland.com/srd/>) or by calling (510) 627-1627. Refer to the following table for a description of the certification status:

Certification Status	Description
LIABE (Local Impact Area Business Enterprise)	firm located in Oakland, Alameda, Emeryville, or San Leandro
LBABE (Local Business Area Business Enterprise)	firm located in Alameda County or Contra Costa County
SBE (Small Business Enterprise)	business with 3 year average annual gross revenue not to exceed \$15,000,000
VSBE (Very Small Business Enterprise)	business with 3 year average annual gross revenue not to exceed \$3,500,000

If the firm was decertified before completing its portion of the work of this contract, enter the dollar amount of ALL work performed/ materials supplied by the firm, INCLUDING WORK PERFORMED/MATERIALS SUPPLIED AFTER THE DATE OF DECERTIFICATION. **If the amount listed in Column 5 differs from the amount listed in Column 3, provide an explanation in the 'COMMENTS' section as provided.**

- Column 6: Date on which the firm listed in Column 1 completed the work described in Column 2.
- Column 7: Date on which prime contractor made the 'final payment' for the work described in Column 2 to subcontractor/supplier/trucking broker.

- (III) In the 'TOTAL' row, enter the column sums of the dollar amounts listed in Columns 5a through 5d.
- (IV) The authorized contractor representative shall certify the information supplied by signing in the space provided. **Per Port of Oakland provisions, Final Payment WILL NOT be made until this form is properly filled out and submitted to the Port of Oakland.**

<b>COMMENTS:</b>





**PORT OF OAKLAND**

## Final Utilization of Local and Small Business Enterprises

<b>PRIME CONTRACTOR</b>		<b>BUSINESS ADDRESS</b>				<b>CONTRACT BID AMOUNT</b>		<b>DATE OF THIS REPORT</b>	
<b>PORT PROJECT NAME</b>				<b>PORT PROJECT NUMBER</b>		<b>WORK AUTHORIZATION #</b>		<b>TOTAL CONTRACT AMOUNT INCLUDING CHANGE ORDERS</b>	
(1) Name and Address of Small/Local Firm [Prime, Subcontractor, Supplier or Trucking Broker]	(2) Description of Work Performed and or Materials Supplied	(3) Prime and Sub(s) Original Bid Amount	(4) Port Certification Number	<b>CONTRACT PAYMENTS</b>					
				(5a) * LIABE Dollars	(5b) * LBABE Dollars	(5c) * SBE Dollars	(5d) * VSBE Dollars	(6) Date Work Completed	(7) Date of Final Payment
<b>TOTAL</b>				\$	\$	\$	\$		

List all certified local/small prime and subs regardless of tiers through out the life of the project, whether or not firms were listed on the original bid. Xerox this page if additional sheets are needed.

If actual sub dollars were different than the approval amount at time of award, provide comments on back of form. List actual amount paid to each sub at the above chart.

\* LIABE (Local Impact Area Business Enterprise), LBABE (Local Business Area Business Enterprise), SBE (Small Business Enterprise), and VSBE (Very Small Business Enterprise).

<b>I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE, TRUE AND CORRECT</b>		
<b>AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE and TITLE</b>	<b>BUSINESS PHONE NUMBER</b>	<b>DATE</b>

**Distribution:**

**Original – SRD**

**Copy To – Engineering Construction / Resident Engineer**

**Instructions--Final Utilization of Local and Small Business Enterprises**

- (I) Enter the project information requested on the first two rows on page 00816-1 (Prime Contractor, Business Address, Contract Bid Amount, etc.)
- (II) Provide the following information **for each portion of the contract work performed by (and for each amount of materials supplied by) a Port-certified small and/or local business**, including the prime contractor if the prime is a Port-certified small/local business:

- Column 1: Name and address of the firm performing work and/or supplying materials.
- Column 2: Description of the work performed and/or materials supplied by said firm.
- Column 3: For subcontractor, supplier or trucker: dollar amount of the bid submitted by the firm to prime bidder, as listed in the Subcontractor and Supplier List Form submitted by prime bidder with its bid. If the subcontractor, supplier or trucker was not listed in the Subcontractor and Supplier List Form, enter "0". For small/local prime bidder: dollar amount of the prime bidder's bid excluding all subcontractor/supplier/trucking broker bid amounts, as listed in the Subcontractor and Supplier List Form.
- Column 4: Port Certification Number of firm. (Port-certified small/local subcontractors, suppliers and truckers should provide their certification number to the Prime Bidder and notify Prime Bidder in writing with the date of the decertification if their status changes during the course of the project.)
- Columns 5a-5d Enter the dollar amount of the work performed and/or materials supplied by the firm in either Column 5a, 5b, 5c or 5d, depending on the firm's certification status. Firm certification status must be certified and determined at the time of bid by Port of Oakland. The certified firm is issued a letter by the Port of Oakland that states their certification status as well as the expiration date of the certification. Firms' certification status may be obtained by accessing the Port of Oakland website (<http://www.portofoakland.com/srd/>) or by calling (510) 627-1627. Refer to the following table for a description of the certification status:

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VSBE (Very Small Business Enterprise)	business with 3 year average annual gross revenue not to exceed \$3,500,000

If the firm was decertified before completing its portion of the work of this contract, enter the dollar amount of ALL work performed/materials supplied by the firm, INCLUDING WORK PERFORMED/MATERIALS SUPPLIED AFTER THE DATE OF DECERTIFICATION. **If the amount listed in Column 5 differs from the amount listed in Column 3, provide an explanation in the 'COMMENTS' section as provided.**

- Column 6: Date on which the firm listed in Column 1 completed the work described in Column 2.
- Column 7: Date on which prime contractor made the 'final payment' for the work described in Column 2 to subcontractor/supplier/trucking broker.

- (III) In the 'TOTAL' row, enter the column sums of the dollar amounts listed in Columns 5a through 5d.
- (IV) The authorized contractor representative shall certify the information supplied by signing in the space provided. **Per Port of Oakland provisions, Final Payment WILL NOT be made until this form is properly filled out and submitted to the Port of Oakland.**

<b>COMMENTS:</b>



**Non-Discrimination and Small Local  
Business Utilization Policy Program Affidavit**

**RFP No.: 17-18/27, AIRPORT SHUTTLE BUS FLEET MAINTENANCE SERVICES**

I hereby certify that \_\_\_\_\_ (Legal Name of Respondent/Supplier/Consultant/Contractor), shall carry out applicable requirements in the award and administration of this contract and cooperate with the Port of Oakland in meeting its commitments and objectives with regard to ensuring nondiscrimination, and shall use best efforts to ensure that barriers to participation of Small Local Businesses do not exist.

Upon execution of an Agreement, the selected consultant will be required to complete Small and Local attainment reports and a final report at contract completion, and submit them to the Social Responsibility Division.

I declare under penalty of perjury under the laws of the State of California that the information I have provided herein is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## City of Oakland City Charter § 728 Living Wage Information

### EMPLOYERS SUBJECT TO §728 OF THE CITY CHARTER MUST COMPLY WITH THE FOLLOWING REQUIREMENTS:

- 1) Pay all non-exempt employees the living wage rates (As of July 1, 2017, \$15.31 without health benefits or \$13.32 with health benefits). Port Ordinance No. 3666, as amended also requires that covered businesses provide employees at least twelve compensated days off per year, including holidays.
- 2) Pay at least \$1.99 per hour worked toward the provision of health care benefits for employees and/or their dependents, if the employer claims credit for health benefits.
- 3) **Provide written notification to each current and new employee, at time of hire, of his or her rights to receive the benefits under the provisions of these regulations.** The notification shall be provided in English, Spanish and other languages spoken by a significant number of the employees, and shall be posted prominently in communal areas at the work site. A copy of said notification is available from the Port Division of Social Responsibility.
- 4) Provide all employees earning less than \$12/hour notification in English, Spanish, and any other language spoken by a significant number of employees of their right to advance Earned Income Credit payments.
- 5) **Submit name, address, date of hire, occupation classification, rate of pay, benefits paid for each of its employees, and compensated time off in a web accessed monitoring system at <https://www.elationsys.com/app/Registration/> by March 31st, June 30th, September 30th, and December 31st of each year.** If a covered employer has obtained a waiver from the Port Board of Directors, then the employer must still submit an annual payroll report covering each of its employees by December 31st of each year. Failure to provide the list within five days of the due date will result in a penalty of \$500 per day. Covered employers shall maintain payrolls and basic records for all employees and shall preserve them for a period of at least three years after the close of the compliance period.
- 6) Require subcontractors, tenants and subtenants, or licensees who are covered by these requirements to comply with the provisions of these regulations. **Covered employers shall be responsible for including language committing the subcontractor's, tenant's or licensee's agreement to comply, in the contract with the subcontractor.** Covered employers shall submit a copy of such subcontracts or other such agreements to the Port Division of Social Responsibility.
- 7) Permit authorized Port representatives access to work sites and, with employee consent, relevant payroll records for the purpose of monitoring compliance with these regulations, investigating employee complaints of non-compliance and evaluating the operation and effects of these regulations, including the production for inspection and copying of its payroll records for any or all of its employees for the applicable compliance period. Permit a representative of the labor organizations in its industry to have access to its workforce at the Port during non-working time and in non-work areas to ensure compliance.

Employers who fail to submit documents, declarations or information required to demonstrate compliance with these regulations shall be deemed noncompliant or non-responsive and subject to the remedies as set forth in §728.



## Employer Self-Evaluation for Port of Oakland Living Wage

### VII. COVERED BUSINESS CHECKLIST WRITE YES/NO ANSWER IN APPROPRIATE BOX:

1. ☐ Is the Business entering into a contract, tenancy agreement or subordinate agreement (such as, subcontract, subtenancy, or sublicense) with the Port? *If no, go on to question 2. If yes, go to question 3.*
2. ☐ Has the Business amended an existing contract, tenancy agreement or subordinate agreement at any time since April 2002? *If no to 1 and 2, stop here: the business is not covered. If yes, go to question 3.*
3. ☐ Is the contract with Aviation or Maritime divisions for a value of greater than \$50,000 over the life of the contract (over the next five years if contract is for less than a year and expected to be renewed or extended)? *If no, stop here; the contract is not covered. If yes, go to question 4.*
4. ☐ Is the contract for service other than the delivery of products, equipment or commodities? *If no, stop here: the business is not covered. If yes, go to question 5.*
5. ☐ Does the Business employ more than 20 employees who spend at least 10 hours per week (4 hours per week if part time employees) working under the contract with the Port or on Port property? Indicate the number of employees that are employed by the Contractor \_\_\_\_\_. *If no, stop here the business is not covered. If yes, go to question 6, exemptions for specified employees of a covered employer.*

***All employees of a covered employer are required to be provided compensation and other benefits as provided under §728 of the Charter, except for specified employees exempt under the following exemptions. The following questions should be answered for each employee.***

6. ☐ *Does the employee work less than 25% of his/her time (10 hours per week for full time employee) under the contract with the Port? If yes, stop here; the specified employee is exempt. If no, go to question 7.*
7. ☐ *Is the employee under 21 years of age, employed by a government agency or nonprofit for after school or summer employment, or as a trainee for 90 days or less? If yes, stop here; the specified employee is exempt. If no, go to question 8.*
8. ☐ *Has the Business obtained a waiver that covers the employee? If yes, stop here; the specified employee is exempt. If no, go to question 9.*
9. ☐ *Is the employee participating in a bona-fide temporary job-training program in which a significant part of the compensation consists of acquiring specialized knowledge, abilities or skills in a recognized trade? If yes, stop here; the specified employee is exempt. If no, go to question 10.*

10. ☐ *Is the employee a volunteer who is not compensated other than for incidental expenses or stipends? If yes, stop here; the specified employee is exempt. If no, go to question 11.*
11. ☐ *Is the employee working for the Business less than 20 hours per week for a period of 6 months or less? If yes, stop here the specified employee is exempt. If no, go to question 12.*
12. ☐ *Of the remaining employees (employees for which no exemption applies as indicated by your answers to questions 6 through 11), are there 20 or fewer non-exempt employees working for the employer under the Port Contract? If yes, stop here; each of the remaining specified employee(s) is/are exempt. If no, each of the remaining specified employee(s) is covered by §728.*

The undersigned authorized representative of Contractor hereby certifies under penalty of perjury that all of the information on this form is true and accurate.

_____ Company Name	_____ Signature of Authorized Representative
_____ Address	_____ Type or Print Name & Title
_____ Area Code and Phone	_____ Email Address
_____ Name of Primary Contact	_____ Date
_____ Project Name (Be Specific)	

**Submit Completed Checklist To:**

Connie Ng-Wong

**Port of Oakland**

Social Responsibility Division

530 Water Street

Oakland, CA 94607

Phone: (510) 627-1390 Fax: (510) 451-1656

Email: [cng-wong@portoakland.com](mailto:cng-wong@portoakland.com)



## Certificate of Compliance – Living Wage

The City of Oakland Living Wage Charter §728 ("§728") and Port Ordinance No. 3666 ("Ordinance 3666") as amended, provide that certain employers that enter into a contract, lease, license (or a subcontract, sublease, sublicense, or other agreement) with the Port for \$50,000 or more over the term of the contract and certain recipients of Port financial assistance for \$50,000 or more shall pay a prescribed minimum level of compensation to their covered employees ("Employees").

The undersigned ("Contractor") submits this certificate under penalty of perjury and as a condition of payment of its invoice(s) for service provided under the \_\_\_\_\_ agreement between the Port and Contractor.

- 1) Contractor hereby certifies that it is in compliance with §728 and Ordinance 3666 with respect to all non-exempt Employees of Contractor engaged in Port-related employment or work on Port property.
- 2) Contractor hereby acknowledges that the Port is relying on Contractor's certification of compliance with §728 and Ordinance 3666 as a condition of payment of Contractor's invoice(s).
- 3) Contractor understands that it may be subject to fines or penalties for noncompliance with §728 and Ordinance 3666 up to and including potential fines of \$500 per day until Contractor complies.
- 4) Contractor hereby certifies that claims, records and statements relating to Contractor's compliance with §728 and Ordinance 3666 are true and accurate, that such claims, records and statements are made with the knowledge that the Port will rely on such claims, records and statements, and that such claims, records and statements are submitted to the Port for the express benefit of Contractor's employees engaged in Port-related employment or work on Port property.

a) Please check the appropriate box and sign below

- ☐ Contractor hereby certifies its compliance with all of its obligations under §728 and Ordinance 3666;
- ☐ Contractor hereby certifies that all Employees of Contractor working under Contractor's contract with the Port are compensated at wage rate(s) greater than \$12.00 per hour;
- ☐ Contractor hereby certifies that it is not currently covered by §728 or Ordinance 3666. Contractor further certifies that should §728 or Ordinance 3666 become applicable, Contractor will comply with all of its Living Wage obligations.

All terms used herein and not defined shall have the meaning ascribed to such terms in §728 and Ordinance 3666.

The undersigned authorized representative of Contractor hereby certifies under penalty of perjury that all of the information on this form is true and accurate.

_____ Company Name	_____ Signature of Authorized Representative
_____ Address	_____ Type or Print Name & Title
_____ Phone and Email	_____ Date
_____ Project Name (Be Specific)	

**Submit to:** Connie Ng-Wong, Port of Oakland, Social Responsibility Division, 530 Water Street, Oakland, CA 94607. Email: [cng-wong@portoakland.com](mailto:cng-wong@portoakland.com)



## Statement Of Living Wage Requirements

### RFP No.: 17-18/27, AIRPORT SHUTTLE BUS FLEET MAINTENANCE SERVICES

I hereby certify that \_\_\_\_\_ (Legal Name of Respondent/Supplier/Consultant/Contractor), has reviewed the Living Wage Requirements, included herein as **Attachment 7** to this Request for Proposal and will comply with said Requirements. Upon execution of an Agreement, the selected consultant will be required to complete the Employer Self-Evaluation Form and Certificate of Compliance –Living Wage Form of this Request for Proposal, and submit them to the Social Responsibility Division.

I declare under penalty of perjury under the laws of the State of California that the information I have provided herein is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





## Proposal Surety Acknowledgment Statement

### RFP No.: 17-18/27, AIRPORT SHUTTLE BUS FLEET MAINTENANCE SERVICES

The Proposer has enclosed either: (check applicable blank)

- ☐ **A certified or cashier's check payable to the Port of Oakland for \$100,000;**  
or  
☐ **The completed irrevocable Letter of Credit in the amount of \$100,000**  
**(Attachment 9-A);**  
or  
☐ **A Surety Bond in the amount of \$100,000 (Attachment 9-B).**

I hereby certify that I \_\_\_\_\_ (Legal Name Contractor),  
agrees to execute and deliver to the Port a Fidelity and Surety Bonds, substantially in the form  
included as **Exhibit L**, and any Guaranty in the form included as **Exhibit N** in the Agreement  
attached to this Request for Proposal .

I declare under penalty of perjury under the laws of the State of California that the information I have  
provided herein is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## Letter of Credit

### RFP No.: 17-18/27, AIRPORT SHUTTLE BUS FLEET MAINTENANCE SERVICES

#### LETTER OF CREDIT

Irrevocable and Transferable \_\_\_\_\_, 2018

Letter of Credit # \_\_\_\_\_

Amount: U.S. \$ 100,000

To: Port of Oakland  
530 Water Street  
Oakland, California 94607

Ladies and Gentlemen:

For the account of [Proposer's Name], a [\_\_\_\_], we hereby issue in your favor our Irrevocable Letter of Credit for U.S. **\$ 100,000**.

The amount of this credit is available to you by your drafts on us at sight accompanied by the following statement signed by your Executive Director or Chief Financial Officer.

"I certify that the amount of our drawing is due the Port of Oakland pursuant to the terms of the Request for Proposals for Airport Shuttle Bus Fleet Maintenance Services issued by the Port of Oakland."

Drafts must clearly specify the number of this credit, be in substantially in the form attached, and be presented at our counters at **[insert bank address]**, not later than the close of business on \_\_\_\_\_, **2018**, or such later date as this credit shall have been extended to (the "Expiration Date").

If a demand for payment made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give you prompt notice that the purported demand for payment was not effected in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefore, and that we are returning any documents to you. Upon being notified that the purported demand for payment was not effected in accordance with this Letter of Credit, you may attempt to correct any such non-conforming demand for payment before the Expiration Date.

Drawings may also be presented to us by facsimile transmission to facsimile number \_\_\_\_\_ (each such drawing, a "Fax Drawing"); provided, however, that a Fax Drawing will not be effectively presented until you confirm by telephone our receipt of such Fax Drawing by calling us at telephone number \_\_\_\_\_. If you present a Fax Drawing under this Letter of Credit, you do not need to present the original of any drawing documents, and if we receive any such original drawing documents, they will not be examined by us. In the event of a full or final drawing, the original Letter of Credit must be returned to us by overnight courier or other overnight delivery service.

This Letter of Credit is subject to the "International Standby Practices (ISP98)," International Chamber of Commerce Publication No. 590, and, as to matters not governed by ISP98, shall be governed by and construed in accordance with the laws of California, without regard to principles of conflicts of law. We engage with you that drafts drawn under and in compliance with the terms of this credit will be duly honored by us on delivery of the statement as specified.

All bank charges and commissions are for the account of \_\_\_\_\_.  
[Proposer's Name]

Very truly yours,

\_\_\_\_\_  
Authorized Signature and Title  
\_\_\_\_\_



**PORT OF OAKLAND**

**Surety Bond Accompanying Proposal**

**RFP No.: 17-18/27, AIRPORT SHUTTLE BUS FLEET MAINTENANCE SERVICES**

**BOND ACCOMPANYING PROPOSAL**

KNOW ALL BY THESE PRESENTS:

That the undersigned \_\_\_\_\_ as Principal and the undersigned as Surety are held and firmly bound unto the City of Oakland, a municipal corporation acting by and through its Board of Port Commissioners (the "Port"), as obligee, in the penal sum of One Hundred Thousand and No/100 dollars (\$100,000)(the "Sum") lawful money of the United States of America, for the payment of which Sum and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal \_\_\_\_\_ is submitting a proposal for the Port's Request for Proposals for Airport Shuttle Bus Fleet Maintenance Services(the "RFP").

THE CONDITION OF THIS OBLIGATION IS SUCH that if the proposal submitted by the said Principal \_\_\_\_\_ be accepted and the contract be awarded to said Principal \_\_\_\_\_ and said Principal \_\_\_\_\_ shall within the time period set forth in the RFP after such award enter into the contract so awarded and provide the required Fidelity and Surety Bonds required by the contract and any required Guaranty and all other endorsements, forms and documents required under the RFP, then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this \_\_\_\_\_ day of, \_\_\_\_\_ 2018.

Principal:

\_\_\_\_\_

By:

\_\_\_\_\_

Its:

\_\_\_\_\_

(If Corporation: Chairman, President or Vice President)

By:

\_\_\_\_\_

Its:

\_\_\_\_\_

(If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

Surety:

\_\_\_\_\_

BY:

\_\_\_\_\_

Attorney in Fact

**END OF DOCUMENT**



## Insurance Acknowledgement Statement

### **RFP No.: 17-18/27, AIRPORT SHUTTLE BUS FLEET MAINTENANCE SERVICES**

I hereby certify that \_\_\_\_\_ (Legal Name of Respondent) agrees to meet all of the Port's Insurance requirements included in the Airport Shuttle Bus Fleet Maintenance Services Agreement attached to this Request for Proposal and Respondent will be able to evidence such insurance when and if awarded the contract and will provide proof of insurance at the time of project award if awarded the contract.

I declare under penalty of perjury under the laws of the State of California that the information I have provided herein is true and correct and is of my own personal knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## **Airport Shuttle Bus Fleet Maintenance Service Requirement**

---

**RFP No.: 17-18/27, AIRPORT SHUTTLE BUS FLEET MAINTENANCE SERVICES**

**This section of the RFP will be incorporated by reference into the Agreement for  
Airport Shuttle Bus Fleet Maintenance Services as Exhibit Q.**

### **Airport Shuttle Bus Fleet Maintenance Service Requirement**



## Airport Shuttle Bus Fleet Maintenance Service Requirement

**RFP No.: 17-18/27, AIRPORT SHUTTLE BUS FLEET MAINTENANCE SERVICES**

**This section of the RFP will be incorporated by reference into the Agreement  
for Airport Shuttle Bus Fleet Maintenance Services as Exhibit Q.**

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## **I - AIRPORT SHUTTLE BUS FLEET DESCRIPTION**

### **1. PURPOSE AND GOALS**

The Contractor will provide all necessary supervision, labor, parts, supplies and sub-contract work required to maintain the transit fleet in a state-of-repair and service consistent with generally-accepted transit industry fleet practices and as more specifically defined in this Attachment. This section of the RFP will be incorporated into the Agreement for Fleet Maintenance Services by reference.

The objectives and goals of this Agreement are to:

1. Maintain and improve transit vehicle and equipment availability and reliability;
2. Maintain and improve overall transit fleet operating efficiencies, especially by reducing capital expenditures for fleet assets by providing proper maintenance;
3. Reduce overall transit fleet maintenance costs;
4. Improve the role of the fleet maintenance function within the department through improved communication and professionalism of service delivery;
5. Improve fleet capacity to respond to emergencies or other safety issues; and
6. Improved services offered to the Airport using fleet vehicles by professionalizing the total fleet function.

#### **A. VEHICLE FLEET DESCRIPTION**

The Airport Shuttle Bus Fleet consists of the following units.

##### **2009 ElDorado Low Floor Axxess (40', 25 seated passengers) ~ CNG Fuel**

<b>Fleet Number</b>	<b>VIN #</b>	<b>License Plate #</b>
2091	1N9APALG6AC084095	1330091
2092	1N9APALG1AC084098	1330092
2093	1N9APALG8AC084096	1330093
2094	1N9APALGXAC084097	1330094
2095	1N9APALG3AC084099	1330095

##### **2018 ElDorado Aero Elite (32', 22 seated passengers) Class E Ford F550 ~ CNG Fuel**

<b>Fleet Number</b>	<b>VIN #</b>	<b>License Plate #</b>
To Be Determined	1FDAF5GY3HDA06905	To Be Determined
To Be Determined	1FDAF5GY1HDA06904	To Be Determined
To Be Determined	1FDAF5GY5HDA06906	To Be Determined
To Be Determined	1FDAF5GY9HDA06908	To Be Determined
To Be Determined	1FDAF5GY9HDA07606	To Be Determined
To Be Determined	1FDAF5GY0HDA07607	To Be Determined
To Be Determined	1FDAF5GY2HDA07608	To Be Determined
To Be Determined	1FDAF5GY0HDA07610	To Be Determined
To Be Determined	1FDAF5GY2HDA07611	To Be Determined



These are scheduled for delivery during Spring 2018 and therefore will be virtually new and under factory warranty at the outset of this contract. These will replace the vehicles described below, some of which may still be in operation during the first year of this agreement, though for a short period. When all nine new buses are accepted the Port plans to retire and dispose of these buses.

**2003 ElDorado Aerotech (25', 16 seated passengers) Ford E-450 ~ CNG Fuel**

<b>Fleet Number</b>	<b>VIN #</b>	<b>License Plate #</b>
9920	1FDXE45M43HB68860	1170665
9921	1FDXE45M03HB68872	1170661
9922	1FDXE45M83HB68862	1170664
9923	1FDXE45MX3HB68863	1170663
9924	1FDXE45M13HB68864	1170662
9927	1FDXE45M93HB68868	1184274
9930	1FDXE45M63HB68861	1114228
9932	1FDXE45M43HB68874	1141229
9933	1FDXE45M23HB68873	1141223
9934	1FDXE45M73HB68867	1141230

**B. ROUTE DESCRIPTION**

The table below provides current route description information.

<b>ROUTE</b>	<b>VEHICLE USED</b>	<b>ROUND TRIP DISTANCE</b>	<b>HEADWAYS</b>	<b>DAILY HOURS OF OPERATION</b>	<b>AVERAGE TRIPS/MONTH</b>
Neil Armstrong Lot (NAL)	25' Ford-Aerotech	1.0 miles	10 minutes	24 hours	4,380
Oakland Maintenance Center (OMC)	25' Ford-Aerotech 40' El Dorado Axess	1.8 miles	15 minutes	24 hours	2,920
OMC Alternative Route	40' El Dorado Axess	1.9 miles	20-22 minutes	24 hours	2,190
Economy Parking Lot	25' Ford-Aerotech 40' El Dorado Axess	2.0 miles	10 minutes	24 hours	2,200
BART-OAK	40' El Dorado Axess	8 miles	12-15 minutes	On Demand	On Demand

### C. OPERATING STATISTICS

The table below provides operating statistical information.

Description	Employee Lot Shuttle	Employee Lot Shuttle	On-Airport Parking Shuttle
	Neil Armstrong Lot (NAL)	Oakland Maintenance Center (OMC)	Economy Parking Lot
Operating Days	365	365	365
Total Hours (Driven)	8,760	8,760	26,280
Total Miles	54,750	65,700	55,000
Total Passenger Trips	43,800	35,040	26,280
Total Routes	1	1	1
Units Required at Morning Rollout	1	1	2
Units Required at Peak Services	1	1	3
Type of Unit Required	32' Ford-Aero Elite	32' Ford-Aero Elite	32' Ford-Aero Elite
		40' El Dorado Axess	40' El Dorado Axess

### D. MANAGEMENT ACCOUNTABILITY

At the present time, On-Airport Parking Shuttle bus operations are managed through a contractual relationship with **SP Plus Corporation (or “SP+”)**. This relationship will continue through January 31, 2021, 2022 or 2023. SP+ is responsible for the day-to-day management, operations, and staffing of the shuttle bus services. These responsibilities include daily interaction with current maintenance service providers to coordinate delivery and pick-up of buses that are in need of maintenance services and repairs. Contractors will be expected to establish and maintain a positive and cooperative working relationship with SP+ personnel.

The Contractor will be contracted to the Port and will report to an appointed Port representative. The Port representative will have the authority to approve all proposed Non-Preventative Maintenance work before work commences, approve all monthly charges for Preventative and Non - Preventative work, monitor contractor compliance and performance, and will be the final authority regarding questions or changes to the contract, and the distribution of incentives/penalties based on negotiated performance requirements.

### E. BUS MAINTENANCE FACILITY (BMF)

Contractor shall provide Shuttle Bus Fleet maintenance and repair services using Contractor's owned, leased and operated BMF and/or mobile repair units. Contractor agrees to provide Shuttle Bus Fleet maintenance and repair services, under the terms of this Agreement at Contractor's owned, leased and operated BMF which shall be located within a six (6) mile radius of the Oakland International Airport (OAK). BMF shall include maintenance and repair equipment, tools, computer systems, service vehicles, and furniture.

## **1. BMF Modifications**

Incremental and/or indirect costs associated with maintenance of the Port's Shuttle Bus Fleet at the Contractor's BMF are the sole responsibility of the Contractor. Those costs include, but are not limited to, facility modifications and infrastructure, if any, which may be required to accommodate CNG fueled vehicles.

## **2. BMF Utilities**

Contractor shall be responsible for supplying telephone, fax, computer lines, gas, water and electricity to their maintenance facilities.

## **3. BMF Equipment Maintenance and Repair**

The Contractor shall be responsible for preventive maintenance and normal maintenance and repair of all Contractor owned equipment, i.e., computers, furniture etc.

Service vehicles are considered part of Contractor fleet and all preventive maintenance and repair of these vehicles shall be the Contractor's responsibility.

BMF features, utility systems, equipment, furnishings, and other assets damaged by the Contractor or by a Subcontractor under this agreement, shall be restored to their pre-damaged condition by Contractor at the Contractor's expense and at no additional cost to the Port.

The Contractor's Quality Assurance Program shall specify that vehicle maintenance performance standards shall be met regardless of garage and shop equipment maintenance and repair needs. Provisions in the plan must specify how this shall be accomplished.

## **4. BMF Hours of Service**

The Contractor shall provide maintenance and repair services to Airports Shuttle Bus fleet equipment at times that least affect the operation of the Airport's Shuttle Operator. To accomplish this, the BMF must be open, at a minimum, during the following hours of shuttle bus operations: 7:00 A.M. to 11:00 P.M., Monday through Friday, and 7:00 A.M. to 3:00 P.M., Saturday. After hours Contract services will be provided on an as needed basis.

## **5. Use of Port Property**

Contractor shall not use the Airport or other Airport furnished property for work on vehicles or equipment owned or leased by the Port unless otherwise authorized by the Port. Airport property shall not be used in any manner for any personal advantage, business gain, or other personal endeavor by Contractor or Contractor's employees other than in the performance of the work described in this Agreement unless otherwise authorized by the Port.

## **6. Base of Operation**

Should the Port move its base of operations for vehicles required hereunder from the Oakland International Airport, or change the nature of the operation, Contractor has the right to make adjustments to the rates to compensate for said changes or to terminate the Agreement with respect to the affected vehicles. Should Contractor move its base of operations for services required hereunder from its initial repair facility, or change the nature of the operation, as described herein, the Port has the right to make adjustments to the rates to compensate for said changes or to terminate this Agreement with respect to the affected vehicles.

### **F. SUMMARY OF FLEET SERVICE CONTRACTOR RESPONSIBILITIES**

The Contractor will be responsible for providing all the services described in the subsequent sections of this Agreement, and in accordance with the standards of performance outlined therein. In summary, the Contractor will be responsible for the provision of all fleet maintenance and repair services to the Airport Shuttle Bus Fleet. The Contractor shall provide a fleet management/maintenance information software system for its responsibility of maintaining and managing the Airport Shuttle Bus Fleet. The Contractor will predominately provide Shuttle Bus Fleet maintenance and repair services using Contractor's owned, lease and operated BMF and its own personnel to provide these services in a manner that (1) reduces overall fleet costs, (2) lowers overall fleet downtime, (3) does not adversely affect the Port's ability to provide a high level and quality of services to its Airport patrons, and (4) does not shift accountability for service provision from the Contractor; and, (5) provides technical assistance and guidance to support the Port's fleet management decisions regarding fleet size, composition, and capital investments.

## **II - SCOPE OF SERVICES**

### **2. CONTRACTOR'S OBLIGATIONS**

Contractor agrees to provide the Services as directed from time to time by the Director of Aviation or its Designee. Contractor further agrees that its management and operation duties shall include the following duties to be performed in the following manner:

#### **A. GENERAL**

Contractor shall provide day-to-day vehicle Preventive Maintenance services of the Airport Shuttle Bus Fleet in accordance with all applicable federal, state, county and city laws and codes. Additionally, the Contractor shall prepare Shuttle Bus Preventative Maintenance Schedules, subject to review and approval by the Port, and shall propose modifications to the schedules as appropriate.

Services provided by Contractor under this Agreement shall include preventive maintenance, remedial repairs, retrofitting, repairs necessitated by accident, abuse and vandalism; tire service; towing; welding and fabrication; vehicle procurement; vehicle preparation, delivery acceptance, up-fitting requirements and remarking; vehicle disposal processing; fuel site management (Contractor facility only); and other administrative services to include but not be limited to thorough information management reporting, and technical assistance, to support Port's decisions regarding fleet size and composition, policy formulation, capital investments in the fleet; and other administrative services required to assure the effective and economical operation of the Airport Shuttle Bus Fleet vehicles.

At the Port's option, the scope of work and/or Maintenance Services may be adjusted by advising Contractor, in writing, seven (7) days before the adjustment is to take effect. The Port reserves the right to increase, decrease or terminate any and all portions of the services at any time.

Contractor shall perform all services so that no damage to Port equipment results. Contractor shall repair any damage which it causes, to the satisfaction of the Port, at no cost to the Port.

Contractor agrees as follows:

#### **B. MAINTENANCE SERVICES TO BE PERFORMED**

The Contractor shall perform the services as described herein and as may be required to assure the continuity of effective and economical operation and management of the Port-owned bus fleet. The Contractor shall furnish all necessary policies and procedures, supervision, labor, tools, parts, materials, supplies, and subcontractor services required to maintain the fleet in a state of repair and service consistent with generally accepted fleet practices, and in accordance with the performance standards specified in the RFP. The

Contractor shall be expected to provide maintenance and repair services predominantly during normal hours of bus operations.

The Contractor shall perform all preventive maintenance, repair and other maintenance services according to a priority system authorized by the Port.

Each service specified below is designated as "Preventative Maintenance" or a "Non - Preventative Maintenance" service.

### **C. PREVENTATIVE MAINTENANCE SERVICE PROGRAM**

The Contractor shall provide a vehicle Preventive Maintenance Service (PM) program with the Proposal. The program shall be subject to change as suggested by the Contractor and approved by the Port. PM programs shall be reviewed annually to insure that they reflect changes in fleet composition, generally accepted fleet practice, and experience with the Port's fleet. In any case, the PM program must be equivalent to or exceed original equipment manufacturer (OEM) specifications and warranty requirements (**Attachment 11 – XII Manufacturer's Maintenance Service Specifications**), and meet any Government Regulations that apply. The Contractor will maintain a PM schedule for every vehicle in the fleet, and will describe as an integral part of its Proposal, how it will schedule preventative maintenance and monitor for preventative maintenance program compliance.

#### **1. Priority Setting Procedure**

Contractor shall perform all preventive maintenance, repair and other maintenance services according to a priority system authorized by the Port, if any, and as otherwise provided by CFR 49, Part 396, DOT Inspection Requirements.

The Contractor shall perform timely PM services on all Airport Shuttle Bus Fleet vehicles. The Contractor shall schedule PM service times and notify the Airport's Shuttle service operator ("user") at least two weeks in advance of those scheduled times. The vehicle users shall be responsible for delivering their vehicle for service according to the schedule set by the Contractor. All vehicles are domiciled at the Airport site and should not be serviced on Airport property.

### **D. VEHICLE SAFETY INSPECTIONS**

The Contractor shall conduct inspections of each vehicle according to federal, state, local, and Port requirements and shall coordinate the scheduling of such inspections with users as necessary. Vehicle safety inspections must follow CFR 49, Part 393 (Parts and Accessories Necessary for Safe Operation) and CFR 49, Part 396 (DOT Inspection Requirements).

The Contractor shall implement and comply with the Safety Plan proposed in its response to the RFP, as may be amended and subject to Port review and approval (Attachment 11 - VII Safety Plan Outline) to address the approach to or methodology for conducting

vehicle and equipment safety inspections to ensure safe operation after service intervals, repairs, and overhaul activities are completed.

#### **E. "QUICK FIX" REPAIRS AND FLUID SERVICES**

The Contractor will provide a "Quick Fix" service for repairs that can be completed in less than 15 minutes when the vehicle user delivers the vehicle to the BMF. Examples of quick fix services include, but are not limited to, replacing wiper blades, fuses, and light bulbs; topping-off fluids. This service will be continuously available during normal hours of operation estimated to be between 7:00 AM and 5:00 PM.

The Port will consider favorably proposals that include specific methods of maximizing the usefulness of quick fix services for improving user productivity and fleet availability.

#### **F. WARRANTY AND RECALL WORK**

The Contractor shall administer all warranties and recalls offered by the vehicle manufacturers and subcontractor repairs. The Contractor shall seek and receive any and all applicable reimbursement for such work. Payments or adjustments received by the Contractor for warranty or recall work will be credited to the Port. The Contractor is required to obtain authorization from various vehicle manufacturers to perform in-house warranty work on Airport Shuttle Bus Fleet vehicles.

The requirements of this section do not relieve the Contractor from meeting the requirements of the Standards of Performance section of this RFP.

#### **G. OUTSIDE REPAIRS AND THIRD PARTY VENDORS**

The Contractor's Proposal will define the types of repairs that will be conducted by subcontractor outside of the Contractor's BMF. Any substantial change in this plan during the life of any agreement resulting from this Agreement must be reviewed and pre-approved by the Port to ensure that the outside-repair versus in-house repair decision remains justified.

Contractor's request for approval to sub-contract repair work shall be accepted or rejected by the Port within five (5) calendar days of receipt of request for approval to sub-contract repairs. Contractor shall provide the Port with supporting documentation as directed by the Port, including but not limited to a copy of the proposed sub-contractor's warranty for labor, parts and materials and cost estimate. To the extent repair work incorporates products covered by a manufacturer's warranty Contractor shall provide copies of such warranties to the Port prior to commencement of the repair work.

The Contractor will be responsible for arranging, managing, and paying for all outside repairs, subject to the Port's prior approval of the contractors that shall perform repairs, and will assume full responsibility and liability for the quality of these repairs.

The Contractor will select vendors from an approved vendor list provided by the Port; and Contractor will provide the Port with no fewer than three Proposals from vendors on the list of approved vendors and the Port will select the best responsive Proposal.

The Port will not reimburse Contractor for any invoiced expense(s) unless Contractor provides to the Port original invoices and such invoices are approved by the Port. The Port's approval of such invoices shall be evidenced only by the signature of the Director or the Designee.

The requirements of this section do not relieve the Contractor from the responsibility for meeting the requirements of the Performance Standards section of this RFP.

## **H. ROADCALLS AND TOWING**

The Contractor shall provide or contract for roadcalls and towing services 24 hours a day, seven days a week and within the established response time. Response time is defined as the time the call is received to arrival on the scene.

During regular service hours, response time will not exceed thirty (30) minutes. During non-business hours, response times will not exceed sixty (60) minutes. The Contractor will provide road service substantially similar to the type of service provided under the Quick Fix requirements of this Agreement (e.g., tire repair, dead battery replacement, broken light replacement, etc.). The Contractor may subcontract part or all of the services required under this section. The date, time, and cause of each road service provided under the terms of this section will be included on the activity reports submitted to the Port and pursuant to **Exhibit D** (Reporting Responsibilities).

The Contractor shall provide towing/transporting services by an authorized/licensed towing service, regardless of whether or not the cause is an authorized repair or another incident.

The cost of towing and transportation services will be treated as a Preventative Maintenance or Non-Preventative Maintenance service depending on the circumstances of the tow:

### **1. Preventative Maintenance Towing/Transporting Events**

- Retrieving a vehicle that broken-down for a Preventative Maintenance repair reason;
- Transporting vehicles to/from vendor to ready a vehicle for service;
- Transporting vehicles to auction or junk-yard for disposal; and
- Transporting vehicles to/from vendors for warranty services.

### **2. Non - Preventative Maintenance Towing/Transporting Events**

- Retrieving a vehicle that broken-down for a Non - Preventative Maintenance repair reason; and



- Transporting vehicles to/from vendors for Non - Preventative Maintenance services outsourced by the Contractor.

## **I. RE-WORK**

The Contractor shall track and identify multiple repairs for the same deficiency on the same vehicle (rework) and shall not include in the monthly statement costs for re-work occurring before the scheduled time after the original repair. Such re-work labor costs will be calculated and reimbursed to the Port.

Further, if the Contractor fails to perform work under a specified warranty period for a component, or voids the warranty in any way, it will be responsible for the full cost of the repair and any future repairs associated with the voiding of that component's warranty.

The Contractor's guidelines for re-work shall be the lesser of unless repair is under manufacturer's warranty:

1. Engine overhaul - 6 months or 6,000 miles
2. Transmission overhaul – 12 months or 12,000 miles
3. Brake overhaul - 12 months or 6,000 miles
4. Tune up - 12 months or 6,000 miles
5. General Repairs (except excluded components, pg 12 ) - 12 months or 6,000 miles

These minimum standards may be adjusted jointly by the Contractor and Port, to reflect the Port's transit fleet composition.

## **J. ROAD TESTING**

The Contractor must conduct a road or appropriate operations test on all vehicles that have had safety related repairs or adjustments (i.e., brakes, steering, wheelchair lifts, etc.). These vehicles must be deemed safe to operate by the Contractor prior to being returned to service.

## **K. DEVELOPMENT OF VEHICLE SPECIFICATIONS**

The Contractor shall assist in preparation of specifications for additional or replacement vehicles based on maintenance experience, standardization, cost saving opportunities, improved reliability, and consultations with the Port and its designated Operator. Before being finalized, all such specifications shall be approved by the Port. In addition, the Contractor shall conduct acceptance inspections of new vehicles, assist with titling, licensing, and inventory management, and assess used vehicles under consideration for purchase or addition to the fleet.

## **L. NEW VEHICLE PREPARATION**

The Contractor shall assist with receiving and preparing newly acquired equipment for service. Preparation shall include inspections; cleaning; and installation of Port required decals and documentation to fleet management system. Installation of accessory equipment and other special equipment shall be included as a Non-Maintenance Service. When preparation work is completed, the Contractor shall deliver the equipment to its initial Airport location.

#### **M. VEHICLE DISPOSAL**

The Contractor upon request shall prepare equipment for disposal. Preparation for disposal shall include removing tags, decals, markings, and special equipment; interior and exterior equipment; performance of minor repairs; and doing associated paper work. This type of work will be coded in the Contractor's fleet management information system as "vehicle decommissioning" or other appropriate code to distinguish the work and resulting costs from normal maintenance and repairs.

#### **N. INVESTIGATIONS AND AUDITS**

The Contractor shall support the Port with technical investigations related to the fleet. Such investigations may involve accidents, fire, or other issues of a technical nature.

#### **O. NON-PREVENTATIVE MAINTENANCE SERVICES**

The following definitions constitute repairs that will be considered Non-Preventative Maintenance services and indicated as such on work orders. The Contractor must have the ability to assign a reason code to each work order that corresponds to one of the definitions listed below. Only work orders with repair reasons matching the Port's list of Non-Preventative Maintenance services will be accepted.

##### **1. Accident**

Refers to physical damage to vehicles caused by user error or by another vehicle which, results in a completed accident report.

##### **2. Capital Improvement**

Refers to any requested modification to a vehicle or piece of equipment already in service that result in a change in the capital cost of the vehicle, including major refurbishment of chassis and/or bodies and attached equipment.

##### **3. Manufacturers Campaigns**

Refers to any work associated with retrofits, modifications, or changes specified or recommended by the vehicle manufacturer. Campaigns are generally initiated by the manufacturer for specific components or systems on specific vehicle models. Any reimbursements for this type of work will be paid directly to the Port.

#### **4. Damage-Operating**

Refers to any physical damage to a Port vehicle during its operation resulting from user error, misuse, or unreported accidents.

#### **5. Damage-Physical**

Refers to any physical damage to a Port vehicle resulting from vandalism, theft, natural disaster, weather, or unreported accidents which, may occur when a vehicle is parked or unattended.

#### **6. Excluded Equipment**

Refers to repairs to equipment not specifically included in the fleet inventory covered by this agreement. The following equipment is part of excluded equipment: fare boxes, destination signs, radio modems, video surveillance, and enunciators.

#### **7. Modifications**

Refers to changes to the equipment, configuration, and/or appearance of a vehicles requested specifically by the Port, including changes required by statute, that are not capitalized into the cost of the vehicle.

#### **8. Other Services**

Refers to services provided by the Contractor at the request of the Port not specifically defined in this agreement.

#### **9. Accident and Vandalism Repairs**

The Contractor will be responsible for administering the mitigation of each accident on Port vehicles from first report through return of the vehicle to service. Specifically, the Contractor will arrange for towing of the vehicle (if required) to the BMF; reporting of the incident to designated Port personnel; solicitation of at least three (3) competitive Proposals for the repair of the vehicle (one of which may be the successful Contractor's Proposal) and selection of the preferred vendor; transportation of the vehicle to/from the repair site; monitoring of repair quality and timeliness; payment of repair invoices; inspection of the final repair; and authorization to return the vehicle to service.

If the repair includes body damage and cost of repair is less than \$2,000, the repair must be completed within five (5) calendar days of damage notification. If the cost of repair is \$2,000 or greater, the repair must be accomplished within ten (10) calendar days from the date of damage notification.

The actual cost of accident repairs will be paid by the Port on a pass-through (Non-Preventative Maintenance) basis. The Port will incur no additional charge for administration of the accident repair process. Accident repairs will be excluded from

certain calculations of Contractor performance (Attachment 11-III Performance Standards).

#### **10. Operator Abuse Repairs**

It is the responsibility of the Contractor to notify the Port whenever a vehicle shows suspected abuse by the operator not associated with a reported accident. Damage will be classified in one of the following two ways: (a) damage incurred while the vehicle was being operated or (b) damage that occurred when the vehicle was not in use. It will be the responsibility of the Contractor to identify the base cause for the damage and classify the repair appropriately.

The Contractor has the responsibility to identify any evidence of abuse, misuse, or obvious error by the user resulting in physical damage to the vehicle. In such cases, the Contractor shall proceed to repair the vehicle (subject to limitations specified elsewhere), and shall provide the Port with documentation of the suspected abuse as part of the required Activity Reports. The Port shall then review the documentation, speak with the Contractor where necessary to determine whether operator should be charged with the error. Damage from normal operation will not be considered a Non-Preventative Maintenance repair, unless the Contractor can definitively prove that the damage was caused by obvious user error, misuse, or abuse, or by a third party.

#### **11. Emergency Service**

The Contractor shall comply with the Port's request to provide standby fleet maintenance and repair support during emergencies declared by the Port. The Port shall notify the Contractor when an emergency situation exists and the nature and anticipated duration of the response needed from the Contractor. The Contractor shall be on site and providing service with an appropriate complement of personnel within one hour of notification that emergency services are required.

#### **12. Quotes**

Three (3) competitive Proposals shall be obtained for services or products provided by third party vendors (see **Section 8 of Exhibit C**) one of which can be the Contractor's. The work shall be performed by the lowest cost responsible Proposal.

#### **P. NON-PREVENTATIVE MAINTENANCE PARTS**

The Contractor will provide parts procurement, stocking and disbursement services for all Non-Preventative Maintenance repairs (where parts are non-stock items and must be ordered specifically for the repairs) as defined in this Agreement. The actual cost of Non-Preventative Maintenance parts will be at the Contractor's cost (including freight, taxes, and any discounts) and may include a percentage markup for Contractor's overhead costs or handling expenses. The parts percentage markup shall be equal to the approved percentage markup contained in the Proposal of the successful Contractor.

#### **Q. NON-PREVENTATIVE MAINTENANCE SUBCONTRACTED SERVICES**

The Contractor may use sub-contractors for any Non-Preventative Maintenance repairs as defined in this Agreement. The Contractor will be responsible for arranging; managing and paying for all sub-contracted outside repairs, and will assume full responsibility and liability for the quality of these repairs. The actual cost of subcontracted services will be at the Contractor's cost (including fee, taxes, and any discounts) and will not include any markup for Contractor's overhead costs or handling expenses.

## **R. VEHICLE REFURBISHMENT**

Port may determine that an existing unit should be refurbished to extend its life or alter its intended use in the fleet. Refurbishment may include but is not limited to replacement of bodies and/or body components, the rebuilding of major components such as the engine or transmission, or the addition of new equipment or accessories. The Contractor will be required to assist the Port with evaluating equipment under consideration, obtaining quotes to complete the services in accordance with the Port's requirements and manage the completion of the project. Refurbishment work orders will be classified as a Capital Improvement Non-Preventative Maintenance service.

## **S. DIRECTED WORK AND TECHNICAL ADVICE**

The Port may direct the Contractor to perform additional tasks related to the proper management and upkeep of the fleet. If additional tasks are required, a written task order will be provided to the Contractor detailing the tasks to be performed. The Contractor will submit a proposal to perform the specified tasks on a fixed price basis (equal to the approved prices contained in the Proposal of the successful Contractor), which will be itemized by direct labor, parts plus approved percentage markup, sub-contracted services, and materials. The Port will accept or reject the proposal. If accepted, the Contractor will perform such assignments in accordance with an agreed budget and schedule. Such work will be considered Non-Preventative Maintenance and will be invoiced separately.

## **T. PARTS AND INVENTORY MANAGEMENT**

### **1. Procuring, Stocking and Disbursing Parts**

The Contractor will procure and furnish all parts, materials, supplies, and fluids (except vehicle fuel) required for the operation and maintenance of all Port vehicles in accordance with generally accepted parts management practice, and that will ensure meeting all relevant standards of performance as outlined elsewhere in this Agreement. The Contractor will own and maintain an inventory of parts, materials, supplies, and fluids of an appropriate size and composition for the Port's transit fleet at the BMF.

The Contractor shall maintain an adequate parts inventory as part of the Proposer's annual operating costs. A management information system shall be used to monitor the parts inventory and track parts usage on the fleet. At a minimum, the electronic system shall be capable of generating a complete inventory by part number and part cost, and a usage rate history for each part normally stocked. Contractor shall describe its program

for inventory control, ability to provide volume purchasing programs, and plans to utilize local vendors and suppliers, as appropriate.

The Contractor will provide parts procurement, stocking, and disbursement services during all hours for which the Contractor is providing vehicle maintenance and repair services which will include requisite staffing to perform these services.

### **1. Purchase of Start-Up Inventory**

Within thirty (30) days after the commencement date, the Contractor shall present a plan to purchase vehicle parts and supplies assigned to be used on the fleet. A complete physical inventory will be taken by representatives of the Port and the Contractor at the beginning of the Contract. Upon completion of the inventory, the Contractor will be totally responsible for parts accountability and security. If at any time the Port determines inventory levels are not sufficient to minimize vehicle downtime or to conduct necessary normal repairs, the Port reserves the right to demand contractor to increase inventory to mutually acceptable levels in order to properly maintain vehicles.

### **2. Quality of Parts to be Furnished**

Parts used to maintain and repair the fleet will, at a minimum, meet or exceed the quality of parts originally furnished for the equipment (OEM equivalent). Rebuilt/remanufactured parts must conform to the manufacturer's reconditioning tolerances. If during the term of any agreement resulting from this Agreement the Port determines that the product being supplied does not meet its needs, the Port reserves the right to require a specific substitute to be used. The Port will, additionally, specifically approve all product lines or changes to product lines before they are introduced for use.

### **3. Warranty Parts**

Notwithstanding inspection and acceptance by the Port, products supplied under any agreement resulting from this Agreement will be warranted by the Contractor for sixty (60) days, or the length of time of any warranty given by the manufacturer or rebuilder/remanufacturer, whichever is greater, after acceptance by the Port.

## **U. COLLISION REPAIRS AND COST-EFFECTIVENESS**

Collision repairs estimated to cost in excess of greater than the fair market value of the unit, must be analyzed by the Contractor to determine the repair's cost effectiveness. If the Contractor believes that vehicle or ancillary capital equipment replacement appears to be more cost effective than repair, such recommendation shall be presented in writing to the Port by the Contractor. The Port shall decide whether to repair or replace a vehicle or piece of equipment.

## **V. WELDING AND FABRICATION**

Welding and fabrication work in connection with repair work is an integral part of the service to be provided or administered by the Contractor. Examples of this work include but are not limited to repairing and replacing, if necessary, the following: hinges, latches, brackets, housings, sleeves, bushings, etc.

Fiberglass repair and fabrication work in connection with repair work is an integral part of the service to be provided by the Contractor. Examples of this work include but are not limited to repairing and replacing, if necessary, the following: hoods, bodies, steps, shields, doors, tubes, etc.

## **W. WASTE MANAGEMENT**

The Contractor shall be responsible for the disposal of all trash and other wastes generated during the course of the Contract. The Contractor shall maintain records on all hazardous chemicals and other hazardous waste. The records shall contain the materials' origin, use, transportation, and ultimate distribution and disposal. All disposals shall be in accordance with current City, State and Federal laws and EPA regulations. The Contractor shall hold the Port free of liability for all actions of the Contractor relating to waste disposal.

## **X. MANAGEMENT INFORMATION SYSTEM (MAINTENANCE SERVICE)**

The Contractor shall provide a computer based Management Information System capable of providing adequate information to assist in making quality management decisions. It must be capable of tracking all maintenance, administrative and operating costs for each individual vehicle for the current month, year-to-date, 12-months and cumulative life of the vehicle. The maintenance information shall include PM, non-maintenance repair information and history, labor and parts cost, outside vendor repairs, fuel and oil.

The provided system must be capable of assigning repair work orders, indicating completed work, estimating time required to perform maintenance and repair functions, and determine appropriate technician staffing levels. The Contractors fleet management system shall be capable of providing invoicing to the Port.

The system shall track vehicle additions, retirements and changes in assigned location. Management reports shall be required for both the fleet and vehicle user organizations, including but not limited to the following:

1. Invoicing/documentation supporting any reimbursable maintenance expense;
2. Documentation of all expenses incurred with third-party subcontractor for supplies of goods or services;
3. Inventory Reports;
4. Monthly Maintenance Reports by Total Operating Costs; to include
  - i. Total Operating Costs By Components;
  - ii. Total Operating Costs By Vehicle;
5. PM Schedules;
6. Vehicle Downtime;
7. Vehicle Replacement Analysis; and
8. Any other reports as requested by the Port.



## **Y. CHANGES IN FLEET SIZE**

The approved Services Cost Fees shall be adjusted to correspond to increases or decreases in fleet size to be maintained by Contractor (on a vehicle equivalent basis as specified by Port) if such changes are more than ten (10) percent (higher or lower) of the fleet size specified at the time of agreement effective date. These adjustments shall be made annually in equal proportion with the change in fleet size.

## **Z. CONTINUITY OF SERVICE**

### **1. PHASE IN/PHASE OUT**

If upon expiration or termination of the agreement, the Contractor is not chosen to continue or elects not to renew the agreement, the Contractor shall, upon written notification from the Port, provide phase in, phase out services for up to sixty (60) days after the agreement expires or is terminated. After notification, the Contractor shall cooperate in good faith with a successor in determining the nature and extent of the services, including the development of a mutually acceptable transition plan, subject to approval by the Port. The Contractor shall provide sufficient, experienced personnel during the transition period to ensure that all services called for by the agreement are maintained at the specified level of performance. The Contractor shall be reimbursed for all reasonable transition costs pre authorized by the Port, which are incurred within the agreed period after agreement expiration or termination.

### **III - PERFORMANCE STANDARDS**

Contractor acknowledges and agrees that the Airport relies on vehicles to perform their functions to successfully operate in a highly competitive environment and the availability and reliability of the fleet are essential. With this in mind, the Contractor shall meet the following performance standards during the term of the agreement. The Contractor shall be expected to maintain these performance standards at all times. Labor disputes, strikes, and other events except those beyond the Contractor's control shall not relieve the Contractor of meeting these standards.

#### **A. MONTHLY VEHICLE REPAIR AND MAINTENANCE**

1. Ninety five percent (95%) of all repairs affecting the full use and safe operation of the fleet must be completed by the beginning of the user's next shift. The Contractor shall notify user and the Port when any vehicle shall be out of service at the start of user's next shift.
2. Ninety five percent (95%) of scheduled PM maintenance services must be completed within the period specified by the PM schedule.
3. Ninety five percent (95%) of repairs not affecting the full use or safe operation of the vehicle must be completed within one calendar week of the garage being notified of the repair need.

The following shall be excluded from the vehicle repair and maintenance standards:

#### **B. VEHICLES AWAITING REPAIR AUTHORIZATION FROM THE PORT**

In cases where the Contractor is awaiting repair authorization from the Port to proceed with a given repair, the period from which turnaround time is measured shall begin with Port authorization to proceed with the repair.

#### **C. VEHICLES EXEMPTED BY THE PORT**

In instances where the Port decides that it would be in the Port's best interests to temporarily waive vehicle turn around performance standards for all or selected vehicles, the Port shall provide the Contractor with written notification of this decision including specification of the time period for which these standards shall be relaxed.

#### **D. MONTHLY FLEET AVAILABILITY STANDARDS**

The Contractor shall maintain minimum monthly availability rates for the Airport Shuttle Bus Fleet at 75%, for the 32' CNG Aerotech's. The minimum monthly availability rates for the 40' Low-Floor CNG EIDorado Axess must be maintain by the Contractor at 80%.

Vehicle availability shall be defined as the number of vehicles times the number of hours in the month MINUS the amount of time in hours each vehicle is out of service for maintenance or repair during the month. Time out of service begins when the vehicle is taken out of service. It ends when maintenance or repair work is completed and the vehicle is returned to service. Excluded from the computation are vehicles that receive minor repairs and fluid service while the user waits; those awaiting repair authorization from the Port; those out of service as a result of vandalism, accidents, or Acts of God; and those specifically exempted by the Airport.

#### **IV - QUALITY ASSURANCE PLAN OUTLINE**

**[This section to be replaced with proposed Quality Assurance Program prior to commencement of Contract]**

Contractor shall comply with the Quality Assurance Program proposed in its response to the RFP, as may be amended and subject to Port review and approval.

The Contractor shall implement a Quality Assurance Program to manage preventative maintenance inspections and other activities performed by the Contractor or Subcontractors to ensure all defects have been properly identified and repaired. The program shall include provisions for meeting specified performance standards, maintaining quality workmanship, analyzing failures and suggesting updates to preventative maintenance procedures, and for reducing maintenance costs incurred by the Port.

At minimum, the Quality Assurance Program should address the approach to, description of and/or methodology for maintaining the following standards:

1. Fleet Availability Standards;
2. PM Program Compliance;
3. Maintenance and Repair Performance (including miles between breakdowns and re-work statistics);
4. Parts Availability;
5. Vehicle Safety and Reliability;
6. Technician Training and Certification;
7. Written Job Instruction to be carried out by Technicians (that reflect the Contractor's work expectations)
8. Cost Reduction Initiatives.

A mandatory component of the quality assurance program will be periodic user surveying. The survey will be (1) of individual vehicle operator satisfaction when a vehicle has been serviced, and (2) an annual user satisfaction. The surveys must be completed in writing and the results forwarded to the Port Director or its Designee.

## V - MAINTENANCE PLAN OUTLINE

**[This section to be replaced with proposed Maintenance Plan prior to commencement of Contract]**

Contractor shall comply with the Maintenance Plan proposed in its response to the RFP, as may be amended and subject to Port review and approval.

The Contractor shall implement a Maintenance Plan Program to address the approach to or methodology for establishing service intervals and carrying out inspections, repairs, and overhaul activities in such a way that the collective actions are effective in preventing minor mechanical issues from resulting in mechanical breakdowns that disrupt passenger service.

At a minimum, the Maintenance Plan should address the approach to, description of and/or methodology for:

1. Establishing preventive maintenance service intervals, scheduling preventive maintenance, unscheduled, corrective and/or emergency maintenance services;
2. Establishing specific fleet make-up maintenance activities to include diesel buses equipped with diesel particulate filters (DPF) and other emissions control technologies and inspecting CNG tanks;
3. Monitoring and benchmarking both scheduling and unscheduled maintenance,
4. Maintaining maintenance records, including warranty repairs, scheduled preventative maintenance, non-warranty repairs, and body damage repair;
5. Maintenance of all bus components, including accessibility equipment;
6. Road call management and resource allocations to support road calls;
7. Maximizing warranty coverage for all buses and bus components;
8. Inventory control, ability to provide volume purchasing programs, and plans to utilize local vendors and suppliers, as well as setting a cost budget;
9. Description of maintenance support equipment to be provided by Contractor;

10. Description of typical activities of “Shop” routine maintenance to include:

- a. Oil, lube, filter change;
- b. Tire rotation and balancing;
- c. Tire replacements;
- d. Emissions testing;
- e. Transmission fluid change;
- f. Regular fluids analysis;
- g. Coolant fluid change;
- h. Wiper blades replacement;
- i. Brake pad and rotor replacements;
- j. Post work safety inspection.

11. Description of typical activities of “Mobile” routine maintenance to include:

- k. Oil, lube, filter change;
- l. Emissions testing;
- m. Transmission fluid change;
- n. Coolant fluid change;
- o. Wiper blades replacement;
- p. Post work safety inspection.

Reference Attachment 11 - XII (Manufacturer’s Maintenance Service Specifications) to establish PM interval requirements and related activities established by original equipment manufacturers (OEM), as well as safety inspection requirements established by federal and local authorities (CFR 49, Parts 393 and 396).

## **VI - STAFFING PLAN OUTLINE**

**[This section to be replaced with proposed Staffing Plan prior to commencement of Contract]**

Contractor shall comply with the Staffing Plan proposed in its response to the RFP, as may be amended and subject to Port review and approval.

The Contractor shall implement a Staffing Plan to address the approach to or methodology for attracting, hiring, training and retaining qualified employees as may be necessary to ensure service intervals, inspections, repairs, and overhaul activities are completed in such a way that the collective actions are effective in preventing minor mechanical issues from resulting in mechanical breakdowns that disrupt passenger service.

At a minimum, the Staffing Plan should address the following:

1. Organizational chart and description of responsibilities of proposed staff;
2. Number of staff, by job category, needed to perform scope of work, including average hourly wages, and benefits;
3. Methods for attracting, training and retaining qualified employees at the appropriate staffing levels, including incentive and/or merit programs;
4. Standards of conduct, including random drug testing procedures;
5. Technician experience, skill levels and certifications required to conduct service intervals, inspections, repairs, and overhaul activities.

## **VII - SAFETY PLAN OUTLINE**

**[This section to be replaced with proposed Safety Plan prior to commencement of Contract]**

Contractor shall comply with the Safety Plan proposed in its response to the RFP, as may be amended and subject to Port review and approval.

The Contractor shall implement a Safety Plan to address the approach to or methodology for conducting vehicle and equipment safety inspections to ensure safe operation after service intervals, repairs, and overhaul activities are completed.

At a minimum, the Safety Plan should address:

1. Descriptions of the types of safety inspections conducted after routine maintenance activities;
2. Descriptions of the types of safety inspections conducted after non-routine maintenance activities;
3. Descriptions of the types of safety inspections conducted on body-work after a collision occurs;
4. Descriptions of the types of safety inspections conducted after recall repairs, campaigns or retrofits, and parts or components are replaced, overhauled or refurbished; and
5. Descriptions of the types of vehicle safety inspections conducted (on a monthly, quarterly, and/or annual basis) in accordance with safety inspection requirements established by federal and local authorities (CFR 49, Parts 393 and 396).



## **VIII - TRANSITION PLAN OUTLINE**

**[This section to be replaced with proposed Transition Plan prior to commencement of Contract]**

Contractor shall comply with the Transitional Plan proposed in its response to the RFP, as may be amended and subject to Port review and approval.

At a minimum, the Transitional Plan should address the process whereby the Contractor will assume management of the Airport Shuttle Bus Fleet Maintenance Services. The Transition Plan will include, but not be limited to:

1. Steps to be taken by the Contractor, prior to, the day of, and the period following the date that the successful Contractor, assumes management of the Airport Shuttle Bus Fleet Maintenance Services;
2. Required actions on the part of the Port;
3. Timeline for conducting, completing, and reporting findings based on vehicle acceptance inspections;
4. Timeline for implementing all steps included in the Transition Plan including requirements on the part of the Port; and
5. Other elements of a successful Transition Plan that the Contractor believes are required and are not listed above.

## IX - WORK ORDER ESTIMATES

[This section to be replaced with Contractor's WO Sample Estimate prior to commencement of Contract]

### Work Order Estimate 1

WO Company: 062 Bus Maintenance Facility  
 WO Department: 8901 Bus Maintenance Facility  
 WO Shop: BM Bus Maintenance Work Order Shop

EQUIPMENT#: 501		LICENSE#: GA06002	
Color:	Blue	Engine:	8.2L
Year:	1999	GVW:	43420
Make:	EL DORADO	Serial:	1N9APA8G05C084088
Model:	LF-40	Misc. Field:	
Location:	bmf		

Department: 8901: Bus Maintenance Facility  
 Class: 0008: Bus, Hvy  
 Company: 062 Bus Maintenance Facility  
 Monitor Group: CG: Compressed Natural Gas  
 Site: RCC: Rental Car Center

ESTIMATE COPY  

\*1\*

WO Estimate #: 1

Date Created: 3/27/2006 15:02  
 WO Est. Cost: 0.00

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WO Est. Status: E  
 Bill Code: 1  
 Operator: DJY

Last WO#:   
 Last WO Company:

METERS				
WO Meter	Reading	Eq Meter	Actual	LTD
M	438	M	119975	119975

PM SERVICE					
Due	Type	Type Description	Due	Type	Type Description
125875	A	A PM	136404	C	C PM
122875	B	B PM			

ESTIMATED REPAIRS				
Repair Code	Repair Description		Labor Hours	Labor Cost
W741F10100BS	Warranty   AIR INTAKE, AUX   Filter, Air   R/R	0.50000	0.00	

ESTIMATED SUBLET REPAIRS			
Vendor	Repair Code	Repair Description	Sublet Cost

PARTS ISSUED					
Str	Part Number	Repair Code	Repair Description	QTY	Est. Cost

MISCELLANEOUS COSTS		
Code	Description	Misc. Cost

WORK ORDER ESTIMATE TOTAL: 0.00			
Parts: 0.00	Labor: 0.00	Sublet: 0.00	Misc. Cost: 0.00

NOTES	
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## X - ACCEPTANCE INSPECTION CHECK-LIST

[This section to be replaced with Acceptance Inspection Check-List provided by Contractor prior to commencement of Contract]

At a minimum, the Acceptance Inspection Check-List should address:

Inspection Date: \_\_\_\_\_ Bus #: \_\_\_\_\_

VIN #: \_\_\_\_\_ Mileage: \_\_\_\_\_

	SAMPLE	PASS	FAIL
<b>A.</b>	<b>DOORS</b>		
	1. Door seals for proper seal	<input type="checkbox"/>	<input type="checkbox"/>
	2. Entrance door for proper operation	<input type="checkbox"/>	<input type="checkbox"/>
	3. Emergency door for proper lettering and operation of holder assembly, warning system (Interlock)	<input type="checkbox"/>	<input type="checkbox"/>
	4. Entrance and emergency doors for proper vandal lock operation, if so equipped	<input type="checkbox"/>	<input type="checkbox"/>
	5. Lubricate hinges and seals	<input type="checkbox"/>	<input type="checkbox"/>
	6. Entrance door switch adjustment	<input type="checkbox"/>	<input type="checkbox"/>
<b>B.</b>	<b>ADA EQUIPMENT</b>		
	1. Check for proper lift operation	<input type="checkbox"/>	<input type="checkbox"/>
	2. Check for special lighting	<input type="checkbox"/>	<input type="checkbox"/>
	3. Check for special decals	<input type="checkbox"/>	<input type="checkbox"/>
	4. Check track seating for proper installation	<input type="checkbox"/>	<input type="checkbox"/>
	5. Check wheelchair securement system	<input type="checkbox"/>	<input type="checkbox"/>
	6. Check passenger securement system	<input type="checkbox"/>	<input type="checkbox"/>
	7. Check for proper belt storage system	<input type="checkbox"/>	<input type="checkbox"/>
	8. Check door warning system and dash light	<input type="checkbox"/>	<input type="checkbox"/>
	9. Check for seating diagrams and required lift information	<input type="checkbox"/>	<input type="checkbox"/>
	10. Check lift doors for proper operation	<input type="checkbox"/>	<input type="checkbox"/>
	11. Check kneeling mechanism for proper operation	<input type="checkbox"/>	<input type="checkbox"/>
<b>C.</b>	<b>WINDOWS AND GLASS</b>		
	1. Operation of all windows	<input type="checkbox"/>	<input type="checkbox"/>
	2. Check for chips and broken glass	<input type="checkbox"/>	<input type="checkbox"/>
	3. Operation of emergency exit window warning system	<input type="checkbox"/>	<input type="checkbox"/>
	4. Check pane glass for loss of seal	<input type="checkbox"/>	<input type="checkbox"/>
	5. Rubber seal on all stationary glass for gaps between seal and body	<input type="checkbox"/>	<input type="checkbox"/>
	6. Windshield washer and wiper system	<input type="checkbox"/>	<input type="checkbox"/>
<b>D.</b>	<b>SEATS, BARRIERS, SEAT BELTS</b>		
	1. Proper mounting and spacing of all seats and body	<input type="checkbox"/>	<input type="checkbox"/>
	2. All seat belts for proper operation	<input type="checkbox"/>	<input type="checkbox"/>
	3. Proper mounting of seat belt gutter	<input type="checkbox"/>	<input type="checkbox"/>
	4. Proper operation of driver's seat	<input type="checkbox"/>	<input type="checkbox"/>
	5. All seat and barrier covers for tears	<input type="checkbox"/>	<input type="checkbox"/>

Inspector #1 Initials \_\_\_\_\_ Inspector #2 Initials \_\_\_\_\_

		<b>SAMPLE</b>	<b>PASS</b>	<b>FAIL</b>
<b>E.</b>		<b>SAFETY EQUIPMENT</b>	<input type="checkbox"/>	<input type="checkbox"/>
	1.	Proper first aid and body fluids kit containers, contents and mountings	<input type="checkbox"/>	<input type="checkbox"/>
	2.	Emergency triangle kit and mount in driver compartment	<input type="checkbox"/>	<input type="checkbox"/>
	3.	Proper charged, tagged and mounted 5 lb. ABC fire extinguisher	<input type="checkbox"/>	<input type="checkbox"/>
<b>F.</b>		<b>DRIVER AND PASSENGER COMPARTMENTS</b>		
	1.	Openings in floor, seal if necessary	<input type="checkbox"/>	<input type="checkbox"/>
	2.	Tears and gaps in floor covering	<input type="checkbox"/>	<input type="checkbox"/>
	3.	Step well and steps for proper coverings	<input type="checkbox"/>	<input type="checkbox"/>
	4.	Floor covering for missing or damaged hold down straps and screws	<input type="checkbox"/>	<input type="checkbox"/>
	5.	Removable fuel tank access panel	<input type="checkbox"/>	<input type="checkbox"/>
	6.	Inter wall panels for missing or loose screws or rivets	<input type="checkbox"/>	<input type="checkbox"/>
	7.	Proper operations of all emergency roof hatches	<input type="checkbox"/>	<input type="checkbox"/>
	8.	Entrance grab handles for proper mounting and possible draw string hazards	<input type="checkbox"/>	<input type="checkbox"/>
	9.	Rear view mirror and sun visor for proper mounting and adjustment	<input type="checkbox"/>	<input type="checkbox"/>
<b>G.</b>		<b>INTERIOR ELECTRICAL A/C AND HEATING</b>		
	1.	All heater, defroster, air conditioner and vent fans for proper operation	<input type="checkbox"/>	<input type="checkbox"/>
	2.	All interior lights for proper operation	<input type="checkbox"/>	<input type="checkbox"/>
	3.	Proper operation of PA system and mountings	<input type="checkbox"/>	<input type="checkbox"/>
	4.	Proper mountings and operation of any video, AVI and/or AVL equipment	<input type="checkbox"/>	<input type="checkbox"/>
	5.	Check proper A/C cooling	<input type="checkbox"/>	<input type="checkbox"/>
	6.	Check proper charge of A/C system	<input type="checkbox"/>	<input type="checkbox"/>
	7.	Check driver's fan	<input type="checkbox"/>	<input type="checkbox"/>
<b>H.</b>		<b>EXTERIOR BODY</b>		
	1.	Proper operation and positioning of all lights	<input type="checkbox"/>	<input type="checkbox"/>
	2.	Required lettering, numbers and reflectorized tape	<input type="checkbox"/>	<input type="checkbox"/>
	3.	Proper body, trim, rubrail and rim color	<input type="checkbox"/>	<input type="checkbox"/>
	4.	Check for paint chips and scraps	<input type="checkbox"/>	<input type="checkbox"/>
	5.	Required undercoating	<input type="checkbox"/>	<input type="checkbox"/>
	6.	Mirrors for proper mounting and adjustment	<input type="checkbox"/>	<input type="checkbox"/>
	7.	Check for tow hooks	<input type="checkbox"/>	<input type="checkbox"/>
	8.	All exterior access panels for proper alignment and securement	<input type="checkbox"/>	<input type="checkbox"/>
<b>I.</b>		<b>CHASIS</b>		
	1.	Engine Compartment		
	a.	Oil, fuel and coolant for leaks	<input type="checkbox"/>	<input type="checkbox"/>
	b.	Record anti-freeze protection level	<input type="checkbox"/>	<input type="checkbox"/>
	c.	Belt alignment and tension	<input type="checkbox"/>	<input type="checkbox"/>
	d.	Proper routing of hoses and wiring	<input type="checkbox"/>	<input type="checkbox"/>
	e.	Air cleaner, housing and ducting for proper mounting and clearance	<input type="checkbox"/>	<input type="checkbox"/>
	f.	Power steering pump and steering gear for proper mounting	<input type="checkbox"/>	<input type="checkbox"/>
	g.	Brake master cylinder or air compressor for proper mounting and leaks	<input type="checkbox"/>	<input type="checkbox"/>
	h.	Torque steering gear mounting bolts	<input type="checkbox"/>	<input type="checkbox"/>
	i.	Check batteries and battery compartment	<input type="checkbox"/>	<input type="checkbox"/>

Inspector #1 Initials

Inspector #2 Initials

	<b>SAMPLE</b>		<b>PASS</b>	<b>FAIL</b>
<b>I.</b>	<b>CHASIS (continued)</b>			
	2.	Brake System		
		a. Check and adjust all brakes	<input type="checkbox"/>	<input type="checkbox"/>
		b. Check for any air or fluid leaks	<input type="checkbox"/>	<input type="checkbox"/>
		c. Proper operation of parking brake	<input type="checkbox"/>	<input type="checkbox"/>
		d. Proper routing of all brake lines	<input type="checkbox"/>	<input type="checkbox"/>
	3.	Transmission		
		a. Proper mounting of transmission	<input type="checkbox"/>	<input type="checkbox"/>
		b. Proper routing of all tran and transmission oil cooler lines	<input type="checkbox"/>	<input type="checkbox"/>
		c. Check shift linkage for proper adjustment	<input type="checkbox"/>	<input type="checkbox"/>
	4.	Fuel System		
		a. Proper mounting of fuel tank, cage and fuel lines	<input type="checkbox"/>	<input type="checkbox"/>
		b. Fuel gauge works properly	<input type="checkbox"/>	<input type="checkbox"/>
	5.	Suspension		
		a. Check for any loose or missing hardware	<input type="checkbox"/>	<input type="checkbox"/>
		b. Check for proper mounting of shock absorbers	<input type="checkbox"/>	<input type="checkbox"/>
		c. Check Air Ride system for proper height adjustment	<input type="checkbox"/>	<input type="checkbox"/>
		d. Check torque on radius rods	<input type="checkbox"/>	<input type="checkbox"/>
	6.	Rear Axle and Drive Shaft		
		a. Excess undercoating on drive line	<input type="checkbox"/>	<input type="checkbox"/>
		b. Check for proper mounting of drive shaft hangers	<input type="checkbox"/>	<input type="checkbox"/>
		c. Check for vent (rear axle)	<input type="checkbox"/>	<input type="checkbox"/>
	7.	Wheel and Tires		
		a. Proper tire inflation	<input type="checkbox"/>	<input type="checkbox"/>
		b. Torque all lug nuts	<input type="checkbox"/>	<input type="checkbox"/>
		c. Check for tire damage	<input type="checkbox"/>	<input type="checkbox"/>
<b>J.</b>	<b>ROAD TEST (at proper operating engine temperature)</b>			
	1.	Check for proper engine acceleration operation	<input type="checkbox"/>	<input type="checkbox"/>
	2.	Check service brakes for proper operation	<input type="checkbox"/>	<input type="checkbox"/>
	3.	Check heating/cooling system for proper operation	<input type="checkbox"/>	<input type="checkbox"/>
	4.	Check tachometer, speedometer, odometer, hubometer for proper operation	<input type="checkbox"/>	<input type="checkbox"/>
	5.	Check transmission for proper shifting	<input type="checkbox"/>	<input type="checkbox"/>
	6.	Check for proper low and high idle settings	<input type="checkbox"/>	<input type="checkbox"/>
	7.	Check for proper operation of all lights	<input type="checkbox"/>	<input type="checkbox"/>
	8.	Check for exhaust leaks	<input type="checkbox"/>	<input type="checkbox"/>
	9.	Check for abnormal noise and vibrations	<input type="checkbox"/>	<input type="checkbox"/>
	10.	Check for proper engine performance	<input type="checkbox"/>	<input type="checkbox"/>
<b>K.</b>	<b>ROAD TEST (After shutdown)</b>			
	1.	Check for any fluid leaks	<input type="checkbox"/>	<input type="checkbox"/>
	2.	Check for any air or vacuum leaks	<input type="checkbox"/>	<input type="checkbox"/>
	3.	Top off all fluid levels	<input type="checkbox"/>	<input type="checkbox"/>

Inspector #1 Initials

Inspector #2 Initials

		<b>SAMPLE</b>	<b>PASS</b>	<b>FAIL</b>
<b>L.</b>	<b>FINAL CHECK</b>			
	1.	Check for required line set tickets, manuals (wiring diagrams) and certifications	<input type="checkbox"/>	<input type="checkbox"/>
	2.	Clean bus inside and out	<input type="checkbox"/>	<input type="checkbox"/>
	3.	Check for warranty packets	<input type="checkbox"/>	<input type="checkbox"/>
	4.	Ensure two-way radio works properly (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
	5.	Confirm major component serial numbers	<input type="checkbox"/>	<input type="checkbox"/>
	6.	Enter bus data into fleet management program	<input type="checkbox"/>	<input type="checkbox"/>

## CERTIFICATE OF ACCEPTANCE

**Inspection**

**Bus #:**

**Date:**

\_\_\_\_\_

**VIN #:**

**Mileage:**

\_\_\_\_\_

☐

**Accept unit, as is**

☐

**Accept Unit, with the following note of exceptions:**

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Inspector #1 Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Inspector #2 Signature**

\_\_\_\_\_  
**Date**

## XI - WARRANTY REPAIR REPORT

**[This section to be replaced with Contractor's Warranty Repair Report prior to commencement of Contract]**

## SAMPLE

[illegible]

## **XII - MANUFACTURER'S MAINTENANCE SERVICE SPECIFICATIONS**



**ELDORADO  
2009 CNG AXESS  
40' LOW-FLOOR**

**Eldorado CNG Axess.pdf**



## PREVENTIVE MAINTENANCE

### Introduction:

The transit authority is responsible for the performance of all scheduled maintenance as outlined in this preventive maintenance manual to maintain the El Dorado vehicle warranty. El Dorado National (California), Inc. reserves the right to deny warranty coverage on claims due to lack of maintenance, misuse, abuse or neglect.

The maintenance intervals indicated in this manual are based upon average vehicle use and typical operating conditions. Unusual vehicle operating conditions, such as geographic environmental conditions, will require service at more frequent intervals. It is the customer's responsibility based upon experience with localized environmental conditions and local regulations to determine if more frequent intervals are required. If you are unsure, contact your El Dorado Customer Service Technical Support representative.

All the described maintenance operations must be performed by qualified personnel using standard shop practices. All replacement parts used for maintenance services or repairs must be OEM parts or parts with equivalent quality and performance. Use of inferior parts will void the warranty. Warranty claims in question must be supported by preventive maintenance records.

Consumable maintenance items such as (but not limited to) lights, bushings, and items with progressive wear characteristics, lubricants, fluids, filters, hoses, wiper blades and tires are not covered by warranty.

Refer to the illustrations or schedules provided with in this section as a guide to location of servicing points.

For compliance to warranties covering the following equipment, refer to complete preventive maintenance intervals and procedures contained in the applicable vendor information:

- ☐ Engine
- ☐ Transmission
- ☐ HVAC Unit

### Run – In Maintenance

Certain procedures describe in this Preventive Maintenance Section are designed to ensure a smooth vehicle run-in process. The following operations are part of this process:

- Driveshaft: Lubricate upon receipt of vehicle, and thereafter every 6,000 miles (9,600 km). Refer to Preventive Maintenance chart of this section for more information.
- Front & Rear Axles & Brakes – Refer to Fluid and Lubrication Guide on this section for axle and brake system components which require maintenance upon receipt of vehicle or after 300 miles (480 km) of vehicle operation, after first 3,000 miles (4,800 km) and thereafter as indicated in the appropriate guide.
- Transmission – Change fluid and filter upon receipt of vehicle, or after 600 miles (960 km) and thereafter change fluid and other filter every 75,000 miles (120,000 km).

## PREVENTIVE MAINTENANCE CHECK LIST

<b>PM CHECK – LIST</b>	
Introduction: The maintenance schedule that follows is intended to serve as a ready reference for systems and components that require periodic service. The intervals given are manufacturer's recommendations and should be as a guideline only.	
<b>ENGINE ISL-G CM2180</b>	
<b>Maintenance Procedures at Daily Interval</b>	
Air Intake Piping – Check	
Crankcase Breather Tube – Check	
Engine Coolant Level – Check	
Fan Cooling - Check	
Engine Lubricating Oil Level – Check	
Radiator Hose – Check	
Throttle Response Test - Test	
<b>Maintenance Procedures at 7,500 Mi (12,000 Km) 500 Hrs or 6 Months</b>	
Air Cleaner Restriction - Check	
Catalyst Housing - Check	
Charge Air Piping - Check	
Coolant Filter - Change	
Lubricating Oil and Filters - Change	
Supplemental Coolant Additive - Check	
<b>Maintenance Procedures at 15,000 Mi (24,000 Km) 1000 Hrs or 1 Year</b>	
Drive Belts - Check	
Cooling Fan Belt Tensioner - Check	
Fuel Filter – Spin on - Change	
Overhead Set - Adjust	
Oxidation Catalyst - Check	
Water Pump - Check	
<b>Maintenance Procedures at 22,500 Mi (36,000 Km) 1500 Hrs or 18 Months</b>	
Ignition Coil (Non-Shielded) - Check	
Spark Plugs (Non-Shielded) - Replace	
<b>Maintenance Procedures at 30,000 Mi (36,000 Km) 2000 Hrs, or 2 Years</b>	
Air Compressor Carbon Buildup - Check	
Cooling System - Flush	
Overhead Set - Adjust	
Turbocharger - Check	
Vibration Damper, Rubber - Check	
Vibration Damper, Viscous - Check	
<b>MANUALS</b>	
See Section 04 Engine for Maintenance Guidelines ISL G CM 2180	
See Section 07 Fuel System for Maintenance Guidelines CNG	
See Owners Manual ISL G CM 2180 for detailed information in Section 2 pg. 2-2.	

### PM CHECK – LIST

Introduction: The maintenance schedule that follows is intended to serve as a ready reference for systems and components that require periodic service. The intervals given are manufacturer's recommendations and should be as a guideline only.

#### ENGINE

##### ENGINE OIL DRAIN INTERVALS

Average Vehicle Speed	Kilometers	Miles	Hours	Months
Below 32 kph [20 mph]	12,000	7,500	500	6
32 kph [20 mph] and Higher	12,000	7,500	250	6

### TRANSMISSION FLUID & FILTER CHANGES

Transmission fluid and filter change frequency is determined by the severity of transmission service. Most frequent changes may be necessary than recommended in the general guidelines when operating conditions create high levels of contamination or overheating.

#### TRANSMISSION – 300 / 400 Series

**NOTE:** If you steam or pressure wash transmission, do not let water enter transmission vent tube.

Clean and inspect the exterior of the transmission at regular intervals. Severity of service and operating conditions determine the frequency of these inspections.

Fluid and filter change after the first 2,500 Miles (4,000 Km) thereafter every 25,000 Miles (40,000 KM) or 12 Months (If Non-TranSynd™/Non-TES 295 fluid had been used).

Check for loose Bolts, Transmission and mounting components.

Fluid leaks – Repair immediately.

Check for loose, dirty, or improperly adjusted throttle sensor or shift selector linkage.

Damaged or loose hoses-Inspect and repair.

Inspect for worn, frayed, or improperly routed electrical harness.

Dented, worn, or out of phase driveline U-Joint and slip fittings-Repair or replace.

Clogged or dirty vent assembly-Inspect and clean.

Check the vehicle cooling system occasionally for evidence of transmission fluid which would indicate a faulty oil cooler.

### Recommended Fluid And Filter Change Intervals (TranSynd™/TES 295 Fluid)

Fluid Recommendations-Only Fluids meeting DEXTRON®-III Specifications are Acceptable

Fluid & Filter – Transmissions <b>B300/B400</b>	After the first 2,500 Miles (4,000 Km) Thereafter every 25,000 Miles (40,000 KM) or 12 months* Whichever occurs first ( <b>when Non-TranSynd™/Non-TES 295 fluid has been used</b> ).
Fluid & Filter – Transmissions <b>B300/B400</b>	After the first 2,500 Miles (4,000 Km) Thereafter every 75,000 Miles (120,000 KM) or 36 months* Whichever occurs first ( <b>when TranSynd™/TES 295 fluid has been used</b> ).

\*For vehicles subjected to severe duty refer to your Allison Owner's Manual

<b>SCHEDULE 1 Recommended Fluid And Filter Change Intervals</b>							
<b>Recommended Fluid And Filter Change Intervals (NON TranSynd™/NON TES 295 Fluid)</b>							
<b>SEVERE VOCATION</b>				<b>GENERAL VOCATION</b>			
Fluid	Filters			Fluid	Filters		
	Main	Internal	Lube/Auxiliary		Main	Internal	Lube/Auxiliary
12,000 Miles (20,000 km) 6 Months 500 Hours	12,000 Miles (20,000 km) 6 Months 500 Hours	Overhaul	12,000 Miles (20,000 km) 6 Months 500 Hours	25,000 Miles (40,000 km) 12 Months 1000 Hours	25,000 Miles (40,000 km) 12 Months 1000 Hours	Overhaul	25,000 Miles (40,000 km) 12 Months 1000 Hours
<b>SCHEDULE 2 Recommended Fluid And Filter Change Intervals</b>							
<b>Recommended Fluid And Filter Change Intervals (TranSynd™/ TES 295 Fluid)</b>							
<b>SEVERE VOCATION</b>				<b>GENERAL VOCATION</b>			
75,000 Miles (120,000 km) 36 Months 3000 Hours	75,000 Miles (120,000 km) 36 Months 3000 Hours	Overhaul	75,000 Miles (120,000 km) 36 Months 3000 Hours	150,000 Miles (240,000 km) 36 Months 3000 Hours	75,000 Miles (120,000 km) 36 Months 3000 Hours	Overhaul	75,000 Miles (120,000 km) 36 Months 3000 Hours

**NOTE:** Change fluid/filters after recommended mileage, months, or hours have elapsed, whichever occurs first.

**SEVERE VOCATION:** All Retarders, On/Off Highway, Refuse, Transit, and Intercity Coach With duty cycle greater than one (1) stop per mile.

**GENERAL VOCATION:** Intercity Coach with duty Cycle less than or equal to one (1) stop per mile and all other vocations.

<b>DRIVESHAFT</b>	
Lube U Joints	Every 3,000 miles or 3 months, whichever occur first
Inspect for excessive play in U Joints	Every 3,000 miles or 3 months, whichever occur first
Check U Joint Clamps tightness	Every 3,000 miles or 3 months, whichever occur first
Lube Slip Yoke	Every 3,000 miles or 3 months, whichever occur first

<b>CNG FUEL SYSTEM</b>	
<b>Maintenance Procedures at Daily Interval</b>	
Check for a lightweight cap on the PRD vent line. Replace if necessary.	
Fuel Filter (Spin-On Type) - Drain	
A trained inspector should inspect CNG cylinders at maximum intervals of 36 months. Each tank must have permanent labels in accordance with the applicable regulations. These labels give valuable information to the inspector.	
<b>NOTE: Failure to perform inspections on a regular basis, or promptly in the case of a potentially damaging incident or unusual behavior, may result in a serious accident causing severe damage and injury.</b>	
<b>Conditions requiring inspection.</b> An inspection shall be conducted if any of the following conditions exist:	
<b>Accidents and heat.</b> The fuel container or vehicle in which it is installed is involved in a fire, is subjected to impact, is exposed to excessive heat, or is believed to have been damaged by any means.	
<b>Chemicals and pressure.</b> The fuel container is over pressurized, is suspected to have damage from cargo, vehicle, and/or environmental chemicals, or is believed to have been damaged by any means.	
<b>Unusual behavior.</b> Unusual behavior may include, but is not limited to, presence of natural gas odor, unexpected loss of gas pressure, rattling or other indications of looseness, unusual snapping or hissing sounds; or...	
<b>Installation.</b> The fuel container is transferred to another vehicle, or the container installation is changed significantly.	
<b>Maintenance Procedures at every 9,650 KM (6000 Mi) or 6 Months, which occurs first</b>	
Fuel lines, vent lines, and fittings for chaffing or mechanical defects.	
Mounting brackets and/or straps.	
Examination of brackets, straps, isolated rubber and mounting - all container types.	
Leak check, lines and fittings. Use suitable solution or electronic device.	
Impact for road debris, stress cracks, abrasions, scratches, cuts, and or gouges.	
Inspect all valves.	
The vent line should be free of debris and will not trap fluids. A lightweight cap should be placed on the PRD vent line, which can easily expelled by pressure in the vent line.	
Remove the vent line from the PRD once a year to drain water that may accumulate in the vent line system.	

<b>CNG TANK INSPECTION</b>
Tanks should be inspected every 36 months by a "Certified Inspector"
In Maintenance Manual Section 7 - See Vendor documentation COMPRESSED GAS ASSOCIATION, INC. CGA 6.4-1998 INSPECTION PROCEDURES.

<b>EXHAUST SYSTEM</b>	
Muffler-Inspect for leaks and loose mounting straps and bolts	Every 3,000 miles or 3 months, whichever occur first
Inspect exhaust manifold for leaks	Every 3,000 miles or 3 months, whichever occur first
Check tail pipe for restrictions or kinks	Every 3,000 miles or 3 months, whichever occur first
Inspect exhaust blanket	Every 6,000 miles or 6 months, whichever occur first
Catalyst housing-Inspect for damage, leaks or indication of extreme heat	Every 3,000 miles or 3 months, whichever occur first
Check U-bolts clamps for tightness	Every 3,000 miles or 3 months, whichever occur first

HYDRAULIC	
<b>Maintenance Procedures at Daily Interval</b>	
Oil & filter change after the first 50 hours.	
Inspect for leaks.	
Inspect steering box for leaks.	
Check Oil level.	
<b>Maintenance Procedures at each 3,000 Mi (4,800 Km), whichever comes first</b>	
Inspect lines for chafing.	
<b>Maintenance Procedures at each 24,000 Mi (38,600 Km), whichever comes first</b>	
Oil & filter change	

COOLING	
<b>Maintenance Procedures at Daily Interval</b>	
Inspect for leaks.	
<b>Maintenance Procedures at each 3,000 Mi (4,800 Km), whichever comes first</b>	
Grease zerk fittings on fan driveline.	
Check fan, fan hub, and all related mounting bolts	
Check hose clamps.	
Test coolant protection level.	
Pressure test coolant system.	
Inspect water circulation pump for indications of water leakage at the weep hole; check pump shaft for side to side play.	
<b>Maintenance Procedures at each 24,000 Mi (38,600 Km), whichever comes first</b>	
Change coolant filter (if applicable).	

### PM CHECK LIST

**Introduction:** The maintenance schedule that follows is intended to serve as a ready reference for systems and components that require periodic service. The intervals given are manufacturer's recommendations and should be as a guideline only. The underbody and wheel wells should be inspected in the Fall prior to Winter when snow and de-icing conditions exist and in the Spring after Winter when snow and de-icing conditions ceased.

#### CHASSIS

Axle Front – Non Driving Steering, After First 200,000 Mile Unitized wheel ends – No Lubrication Required.	Inspection - Do Not Exceed 50,000 Miles (80 467Km) intervals
Tie Rod End service Intervals	Inspection Intervals 20,000 Miles (32,200 Km) Lube Intervals 40,000 Miles (64,400 Km)
Lube Recommendations (Refer to Arvin Meritor® Tie Rod and Cross Tube Assembly Inspection and Maintenance) For Complete information (TP-97117)	Multipurpose 0-617-A NLGI Grade 1 Grease Class – Non Synthetic 6% Lithium 12 Hydroxystearate or lithium complex
Single Reduction Differential Carriers – Drive Axle.	Check Oil Level And Breather Every 25,000 Miles (40 000 Km) or the fleet maintenance interval, whichever come first
Petroleum based oil change.	Every 100,000 Miles (160 000 Km) or annually, Whichever Comes First.
Axle assembly – Check alignment and loose bolts.	First 6,000 Miles And Every 25,000 Miles Thereafter

#### UNDERCARRIAGE

Air springs- Inspect for irregular wear or heat cracking, air lines for leaks or chaffing, clearance around springs, clean any buildup of foreign materials.	Every 3,000 Miles (4,800 Km) or quarterly, Whichever Comes First.
Correct ride height-check/correct.	Every 3,000 Miles (4,800 Km) or quarterly, Whichever Comes First.
Air spring hardware-Make sure all nuts and bolts are tight. Use manufacturer's specifications to re-torque. (For more information see last page of this list)	Every 100,000 Miles (160 000 Km) or annually, Whichever Comes First.
Axle assembly-Check alignment and loose bolts.	First 6,000 Miles And Every 25,000 Miles Thereafter
Axle and suspension mounting - Check mounting bolts for tightness. Inspect for cracks and damage.	First 6,000 Miles And Every 25,000 Miles Thereafter
Inspect undercoating for damage and integrity.	Every P.M. Schedule
Re-spray undercoating on damage areas, especially on and around wheel wells. (See section 11 of this Manual).	AS NEEDED

#### UNDERCOATING GUIDELINES for Harsh conditions i.e snow/ice

The underbody and wheel wells should be inspected in the Fall prior to Winter and during snows when de-icing conditions exist. The underbody and wheel wells should be inspected in the Spring after Winter when de-icing conditions have ceased. Inspect entire underbody during regular P.M. Scheduled inspections.

**DO NOT** use a high pressure washer; pressure washing may cause chips/tears in the film coating allowing corrosion to occur behind the protective coating. During each Spring inspection, touch up any chips/tears on wheel wells and underbody using the same undercoating film by brush or spray. See Section 11 for Mfg Brand of undercoating.

<b>PM CHECK LIST</b> Introduction: The maintenance schedule that follows is intended to serve as a ready reference for systems and components that require periodic service. The intervals given are manufacturer's recommendations and should be as a guideline only.	3,000 Miles	6,000 Miles	12,000 Miles	15,000 Miles	18,000 Miles	24,000 Miles	30,000 Miles	36,000 Miles	48,000 Miles	54,000 Miles	60,000 Miles	75,000 Miles	96,000 Miles
<b>UNDERCARRIAGE</b>													
Underbody— Check welds at frame joints, bulkheads, body frames, and air suspension for cracks and or damage.	X	X	X		X	X	X	X	X	X	X	X	X
Air Bag control valve linkage – Check for wear and loose connections.	X	X	X		X	X	X	X	X	X	X	X	X
Air bag height control valve Check operation, Clean and inspect.	X	X	X		X	X	X	X	X	X	X	X	X
Front suspension – Check for proper height.	X	X	X		X	X	X	X	X	X	X	X	X
Height Control Valve – Check operation.	X	X	X		X	X	X	X	X	X	X	X	X
Air spring – Check for cracks, abrasions, damage, and proper height.	X	X	X		X	X	X	X	X	X	X	X	X
Front and rear shock absorbers – Check for leaks, damage or worn rubber bushings.	X	X	X		X	X	X	X	X	X	X	X	X
Front suspension – Check for loose or damaged suspension mounting parts.	X	X	X		X	X	X	X	X	X	X	X	X
Steering king pin knuckle assembly – Check wear, up and down motion, and end play.	X	X	X		X	X	X	X	X	X	X	X	X
Suspension air system – Inspect airlines for chafing or damage.	X	X	X		X	X	X	X	X	X	X	X	X
Suspension air tanks – Check mounting bolts for tightness.	X	X	X		X	X	X	X	X	X	X	X	X
Axle shaft flange – Check gasket for damage.	X	X	X		X	X	X	X	X	X	X	X	X
Carrier to housing gasket – Inspect gasket for leakage.	X	X	X		X	X	X	X	X	X	X	X	X
Carrier to housing stud nuts, Check for proper torque.	X	X	X		X	X	X	X	X	X	X	X	X
Drive line bolts – Check for proper torque.	X	X	X		X	X	X	X	X	X	X	X	X
Pinion oil seal – Check for leakage.	X	X	X		X	X	X	X	X	X	X	X	X
Propeller shaft – Inspect yoke flanges, nuts tightness, excessive movement and looseness, inspect U joint for wear and damage.	X	X	X		X	X	X	X	X	X	X	X	X
Rear axle flange nuts – Check for proper torque.	X	X	X		X	X	X	X	X	X	X	X	X
Multi-links - Check for loose bolts, and rubber bushings, bent or damaged parts.	X	X	X		X	X	X	X					
Brake assemblies – Check operation,	X	X	X	X	X	X	X	X	X	X	X	X	X
Moisture ejector valve – check operation, remove, disassemble, clean and inspect.	X	X	X	X	X	X	X	X	X	X	X	X	X





<b>PM CHECK LIST</b> Introduction: The maintenance schedule that follows is intended to serve as a ready reference for systems and components that require periodic service. The intervals given are manufacturer's recommendations and should be as a guideline only.	3,000 Miles	6,000 Miles	12,000 Miles	15,000 Miles	18,000 Miles	24,000 Miles	30,000 Miles	36,000 Miles	48,000 Miles	54,000 Miles	60,000 Miles	75,000 Miles	96,000 Miles
<b>UNDERCARRIAGE</b>													
Brake assemblies – Check lining thickness.		X	X		X	X	X	X	X	X	X	X	X
Mounting brackets – Check for damage or loose mounting.	X	X	X	X	X	X	X	X	X	X	X	X	X
Start cables – Inspect cables and connections for chafing and looseness.		X	X		X	X	X	X	X	X	X	X	X
Starter motor – Inspect cables for chafing, wear or damage, inspect brushes for wear and lube oil wicks and reservoirs.		X	X		X	X	X	X	X	X	X	X	X
Inspect undercarriage for fluid leaks.		X	X		X	X	X	X	X	X	X	X	X
Fuel tank – Inspect for damage, leaking and loose mounting bolts.		X	X		X	X	X	X	X	X	X	X	X
Fluid lines - Inspect for damage or fuel leaks.		X	X		X	X	X	X	X	X	X	X	X
Lines and fittings – Inspect for damaged lines, loose connections and leakage.		X	X		X	X	X	X	X	X	X	X	X
Wiring – Check and insure that cables in away from sharp edges and rotating parts.		X	X		X	X	X	X	X	X	X	X	X
Power steering pump – Check operation and mounting bolt tightness.		X	X		X	X	X	X	X	X	X	X	X
Steering tie rod assembly – Inspect ball studs for excessive up and down motion and end play at ball studs. Inspect for bent condition or damaged tube threads. Check mounting stud nuts and end socket bolt nuts for tightness.		X	X		X	X	X	X	X	X	X	X	X
Steering drag link assembly – Inspect ball studs for excessive up and down motion and end play at ball studs. Inspect for bent condition or damaged tube threads. Check mounting stud nuts and end socket bolt nuts for tightness.		X	X		X	X	X	X	X	X	X	X	X
Steering drag link arm – Inspect pitman arm for wear or looseness.		X	X		X	X	X	X	X	X	X	X	X
Steering column gearbox – Check mounting bolt torque, inspect for wear, damage and leaks.		X			X	X	X	X	X	X	X	X	X
Transmission fluid cooler – Inspect water and fluid lines for leakage clean and inspect.		X	X		X	X	X	X	X	X	X	X	X
Shift linkage – Clean and lubricate moving linkage, inspect loose threaded connections, loose bolts and excessive dirt or grease, check operation, look for worn, bent, loose or damaged parts.		X	X		X	X	X	X	X	X	X	X	X
Undercoating Inspection.	X	X	X	X	X	X	X	X	X	X	X	X	X
Undercoating-Re-spray. (As Needed)	X	X	X	X	X	X	X	X	X	X	X	X	X

## PM CHECK LIST

**Introduction:** The maintenance schedule that follows is intended to serve as a ready reference for systems and components that require periodic service. The intervals given are manufacturer's recommendations and should be as a guideline only.

### AIR CONDITIONING

Electrical Maintenance Inspection Schedule	Monthly 6,000 Miles (10000 Km)	Quarterly 18,000 Miles (30000 Km)	Semi- Annually	Annually
System or Item				
Check thermostat cycle sequence on all models (e.g.; Cool/Heat, Vent/Heat.				X
Visually inspect alternator drive belts for excessive wear, tension and alignment.				X
Clean alternator, check for signs of corrosion, and check wire connections.				X
Check evaporator/heater blower motor speed, voltage, amperes, and bearings (all motors).			X	
Inspect evaporator/heater blower motor brushes, commutator (brush type motor).			X	
Check condenser fan motor speed, voltage, amperes, and bearings (all motors).			X	
Clean control panel area and return air sensor with compressed air.				X
 <b>NOTE: The control panel area and the return air sensor may need to be cleaned more frequently.</b>				
Check boost pump, motor operation, and inspect brushes (when equipped).				X
Inspect all wires and terminals for damage or corrosion.				X
 <b>NOTE: If corrosion is present, clean terminals with electrical contact cleaner.</b>				
Check condenser pressure switch/condenser motor and low speed operation (when equipped) – If Applicable.				X
<b>Refrigeration/Heating Maintenance Inspection Schedule</b>				
Check refrigerant charge. Make sure discharge pressure is 150 psig (1034 KPa) for R-134a systems. The ball in the top receiver tank sight glass should be floating and the liquid line sight glass (if equipped) should be full and clear – no bubbles Charge OK _____ Needs Charging _____ Note: Refer to Service Bulletin No 392-2 Note: Twice Monthly during air conditioning season.	X	X		X

## PM CHECK LIST

**Introduction:** The maintenance schedule that follows is intended to serve as a ready reference for systems and components that require periodic service. The intervals given are manufacturer's recommendations and should be as a guideline only.

### AIR CONDITIONING

Refrigeration/Heating Maintenance Inspection Schedule	Monthly 6,000 Miles (10000 Km)	Quarterly 18,000 Miles (30000 Km)	Semi- Annually	Annually
System or Item				
Visually inspect condition of refrigerant hoses and tubing.	X	X		X
Visually inspect for leaks of refrigerant and oil.	X	X		X
Check dry eye in the bottom receiver tank sight glass and or liquid line sight glass for moisture content.	X	X		X
Install service gauge manifold set and check system operating pressure, temperatures and suction line conditions.	X	X		X
Replace liquid line dehydrator. Note: The dehydrator should be changed anytime the system is opened.		X		X
Check hot water control valve operation (when equipped).				X
<b>X426 Compressor Maintenance Inspection Schedule</b>				
Visually inspect clutch armature for wear and overheating caused by slippage.	X	X		X
Visually inspect compressor drive belts for excessive wear, tension and alignment (refer to manufacture belt supplier for proper tension).	X	X		X
Check compressor oil level and color (¼ to ½ way up on the sight glass after 15 minutes operation X426 Compressor).	X	X		X
Check clutch air gap 0.045 ± 0.005 in. (1.143 ± 0.127 mm) and surface flatness – X426 Compressor.		X		X
Steam clean compressor and clutch.				X
Check clutch coil resistance and voltage.				X
Lubricate clutch bearing (Exxon Unirex N2).				X
Check high pressure and low pressure cutout.				X
Check compressor oil for acidity.				X
Check compressor efficiency.				X
Check compressor oil pump pressure.				X

### PM CHECK LIST

**Introduction:** The maintenance schedule that follows is intended to serve as a ready reference for systems and components that require periodic service. The intervals given are manufacturer's recommendations and should be as a guideline only.

AIR CONDITIONING				
A/C Structural Maintenance Inspection Schedule	Monthly 6,000 Miles (10000 Km)	Quarterly 18,000 Miles (30000 Km)	Semi- Annually	Annually
System or Item				
Inspect condenser coil for cleanliness.	X	X		
Inspect evaporator coil for cleanliness.	X	X		
Visually inspect unit for loose, damaged or broken parts.	X	X		X
Clean or replace return air filter (more frequently if necessary).	X	X		X
Clean or replace fresh air filter (more frequently if necessary)	X	X		X
Clean condenser and evaporator drains. Make sure the evaporator drain hose check valves (Kazooes) are in place and in good condition.				X
Lubricate evaporator fan shaft bearings (Shell Alvania EP2).			X	
Visually inspect engine coolant hose and hose clamp condition on heater coil system.				X
Clean condenser and evaporator coils.				X
Check engine coolant for antifreeze protection down to -30°F (-34° C) to prevent heater coil freeze up.				X
Tighten all Compressor, unit and fan motor mounting bolts and brackets (more frequently if necessary).				X
Check condenser air seals and air deflector (when equipped)				X
Check evaporator blower shaft coupling adjustment and alignment.				X

### PM CHECK LIST

**Introduction:** The maintenance schedule that follows is intended to serve as a ready reference for systems and components that require periodic service. The intervals given are manufacturer's recommendations and should be as a guideline only.

INTERIOR-System or Item	DAILY
Front Windshield- Inspect for damage, cracks and fogging.	X
Horn-Check operation.	X
Driver and Passenger Windows- Inspect for damage, cracks. Check operation of egress windows and lubricate release handle components.	X
Sun Visor-Check operation.	X
Driver Seat and Seat Belt-Inspect for damage, functionality and loose seat mounts.	X
Steering Column-Check tilt lock secures the column in each position.	X
Master switch-Check for proper operation in each switch position. (DAY, NIGHT, RUN)	X
Heater controls-Front -Check for proper operation.	X
Defroster Switch-Check for high, medium, and low speed operation and air flow.	X
Wiper control-Check wiper arm operation.	X
Headlights-Insure light are working, high & Low Beams.	X
Heater and Air Conditioning controls-Rear or top of coach-check heater/air conditioning controls and fan speed switches.	X
Windshield Washer/Wiper-Check spray and operation.	X
Fire Suppressor/Gas detection System-Check control panel status (make sure SYSTEM "OK" is illuminated).	X
Door Controls- Check operation, move control lever through each position.	X
Door Dump Valve- Check operation.	X
Door Sensitive Edges- Check operation, light and alarm.	X
Door Operation-Check for proper opening and closing, bumper stops. Adjust and lubricate as required.	X
Brake Interlock-Check operation with exit door and wheelchair ramp.	X
Grab Rails, Stanchions and Modesty Panels- Inspect for damage, missing or lose screws.	X
Warning Decals-Check for damage and/or missing decals.	X
Roof hatch-Check operation and proper sealing.	X

<b>PM CHECK LIST</b> Introduction: The maintenance schedule that follows is intended to serve as a ready reference for systems and components that require periodic service. The intervals given are manufacturer's recommendations and should be as a guideline only.	3,000 Miles	6,000 Miles	12,000 Miles	15,000 Miles	18,000 Miles	24,000 Miles	30,000 Miles	36,000 Miles	48,000 Miles	54,000 Miles	60,000 Miles	75,000 Miles	96,000 Miles
<b>INTERIOR-System or Item</b>													
Steering wheel column and shaft-Inspect steering wheel shaft and universal joints for wear or damage.		X	X		X	X	X	X	X	X	X	X	X
Steering column mounting brackets and support bracket-Check mounting bolts for tightness.		X	X		X	X	X	X	X	X	X	X	X
Grab-rails and stanchions-inspect for damage and loose mounting bolts.	X	X	X	X	X	X	X	X	X	X	X	X	X
Interior trim-Inspect for damage and missing screws.	X	X	X	X	X	X	X	X	X	X	X	X	X
Passenger seats-Check mounting bolts tightness.		X			X		X		X		X		X
Modesty panels, inspect for damage and missing or loose mounting bolts.	X	X	X	X	X	X	X	X	X	X	X	X	X
Roof escape hatch and ventilator-Check for damage seals or water leaks.		X	X		X	X	X	X	X	X	X	X	X
Steering wheel column and shaft-Inspect steering wheel shaft and universal joints for wear or damage.		X	X		X	X	X	X	X	X	X	X	X
Steering column mounting brackets and support bracket-Check mounting bolts for tightness.		X	X		X	X	X	X	X	X	X	X	X
Grab-rails and stanchions-inspect for damage and loose mounting bolts.	X	X	X	X	X	X	X	X	X	X	X	X	X
Interior trim-Inspect for damage and missing screws.	X	X	X	X	X	X	X	X	X	X	X	X	X
Passenger seats-Check mounting bolts tightness.		X			X		X		X		X		X
Modesty panels, inspect for damage and missing or loose mounting bolts.	X	X	X	X	X	X	X	X	X	X	X	X	X
Roof escape hatch and ventilator-Check for damage seals or water leaks.		X	X		X	X	X	X	X	X	X	X	X

<b>A.D.A. ACCESS</b>	
<b>NOTE:</b> The procedures and intervals described herein are not intended to be all-inclusive. They are intended to cover the foreseeable service contingencies. <b>Maximum interval under normal conditions is 12 months.</b>	
*Operation, Lubrication and Cleaning of accumulated debris	*Check daily as part of routing service
Ramp platform surfaces	Check for wear, damage and overload characteristics
Chain/Counterbalance Assembly	Clean accumulated debris, lubricate if necessary
Drive chain, sprockets, and couplings	Inspect
Stow latch, proximity switch and electrical cables	Check operation and integrity
Overall structural Integrity of the frame and ramp assembly	Inspect

### PM CHECK LIST

**Introduction:** The maintenance schedule that follows is intended to serve as a ready reference for systems and components that require periodic service. The intervals given are manufacturer's recommendations and should be as a guideline only.

EXTERIOR-System or Item	DAILY
Mirrors and Arms- Inspect for damage, glass cracks and adjustment.	X
Windshield-Check for cracks or damage.	X
Windows-Clean and check for damage.	X
Emergency Window Exits-Check latch operation, lubricate (if necessary).	X
Windshield wipers-Check for wear, streaking, chatter.	X
Exterior door switch.	X
Destination signs working and proper lettering.	X
Suspension air tanks – Drain moisture from tanks.	X
Bike Rack (optional) Check operation.	X
Wheels and Tires-Check condition, air pressure and studs torque.	X
Drain water from air tanks.	X
Lights and Reflectors-Inspect for damage or lamp outage.	X
Inspect for chips/scratches/dents/dings that have paint removed. Repair affected areas.	X

### PM CHECK LIST

	3,000 Miles	6,000 Miles	12,000 Miles	15,000 Miles	18,000 Miles	24,000 Miles	30,000 Miles	36,000 Miles	48,000 Miles	54,000 Miles	60,000 Miles	75,000 Miles	96,000 Miles
EXTERIOR-System or Item													
Turning angle-Check and adjust.		X	X		X	X	X	X	X	X	X	X	X
Tires-Rotate tires.		X	X		X	X	X	X	X	X	X	X	X
Wheel mounting studs-Check for proper torque.		X	X		X	X	X	X	X	X	X	X	X
Exterior-Clean and check mounting bolts for proper torque.		X	X		X	X	X	X	X	X	X	X	X
Battery-Clean and inspect for damage.	X	X	X	X	X	X	X	X	X	X	X	X	X
Battery cables-Check for frayed or damaged cables inspect for loose or corroded terminal connections and clamps.		X	X		X	X	X	X	X	X	X	X	X
Battery disconnect switch-Check for proper operation.		X	X		X	X	X	X	X	X	X	X	X
Fenders and mud flaps-Check for damage and loose bolts.		X		X		X		X		X		X	
Tailpipe-Check for restrictions, kinks and damage. Loose clamps and bolts.	X	X	X	X	X	X	X	X	X	X	X	X	X
Muffler-Inspect for leaks and loose mounting straps and bolts.		X	X		X	X	X	X	X	X	X	X	X
Air circulation system-Clean air intake grill and filters – rear or top inside of coach.		X	X		X	X	X	X	X	X	X	X	X
Antenna-Check mounting, water leaks, And coax condition.		X	X		X	X	X	X	X	X	X	X	X

<b>ELECTRICAL</b>	
Battery-Clean and inspect for damage.	Every 3,000 miles or 4,800 kilometers
Battery cables-Check for frayed or damaged cables inspect for loose or corroded terminal connections and clamps.	Every 3,000 miles or 4,800 kilometers
Battery disconnect switch-Check for proper operation.	Every 3,000 miles or 4,800 kilometers
Battery Load Test	Every 24,000 miles or 38,600 kilometers
Alternator Output Test	Every 3,000 miles or 4,800 kilometers
Alternator Load Test	Every 24,000 miles or 38,600 kilometers
Starter Draw Test	Every 24,000 miles or 38,600 kilometers
Check J-box for loose or damage components, inspect circuit breakers	Every 3,000 miles or 4,800 kilometers



## Preventive Maintenance Intervals

**Introduction:** The maintenance schedule that follows is intended to serve as a ready reference for systems and components that require periodic service. The intervals given are manufacturer's recommendations and should be as a guideline only.

### Every 3,000 Mi (4,800 Km)

Front & Rear Axle-Inspect Lubricate
Front & Rear Shock absorbers-Check
Suspension air lines-Check for integrity and leaks
Suspension air springs-Check for wear, tear, cracks and height
Suspension height control valve-Check
Brake foot valve-Clean any dirt around and any buildup materials
Moisture ejector valve-Check operation
Air compressor-Inspect oil and air lines
Air Governor-Check
Perform air brake leakage test
Brake lining wear inspection
Wheel mounting and studs-Check mounting and torque
Steering System-Check , lubricate
Engine System-Check, clean any buildup matter, visually inspect for abnormalities
Transmission System-Inspect for oil leaks, active codes
Cooling System -Inspect
Electrical System-Inspect
Interior Components & Exterior Components-Check operation
Windows-Check for cracks, loose screws
Access Doors & panels-Check operation
Entrance & Exit doors-Check operation and adjustment
Underbody Inspection

### Every 6,000 Mi ( 9,600 Km)

Front & Rear Axle & Suspension.
Front & Rear Brake Chambers-Inspection.
Shock Absorber inspection.
Ride Height -Check and adjust.
Leaf Springs-Check.
Wheels & Tire-Check tread, balance and rotation. Also check mounting studs' torque.
Drive Shaft-Lubricate.
Steering System-Check.
Engine compartment-Clean any buildup matter, Visually Inspect for abnormalities.
Water pump-inspect and repair or replace if needed.
Exhaust blanket Inspection.
Crankcase oil change interval.
Engine oil & filter change.
Replace crankcase breather.
Clean Intake air filter elements Replace if torn or brittle.
Inspect engine mounts.
Inspect vibration damper.
Check for Active Codes.
Transmission inspection.
Change transmission external filter (if applicable).
Cooling System-Check.
Fuel filter change interval.
Air System Functional Test.
Underbody Inspection

### Preventive Maintenance Intervals

**Introduction:** The maintenance schedule that follows is intended to serve as a ready reference for systems and components that require periodic service. The intervals given are manufacturer's recommendations and should be as a guideline only.

#### Every 6,000 Mi ( 9,600 Km)

Front & Rear Axle & Suspension.  
 Front & Rear Brake Chambers-Inspection.  
 Shock Absorber inspection.  
 Ride Height –Check and adjust.  
 Leaf Springs-Check.  
 Wheels & Tire-Check tread, balance and rotation. Also check mounting studs' torque.  
 Drive Shaft-Lubricate.  
 Steering System-Check.  
 Engine compartment-Clean any buildup matter, Visually Inspect for abnormalities.  
 Water pump-inspect and repair or replace if needed.  
 Exhaust blanket Inspection.  
 Crankcase oil change interval.  
 Engine oil & filter change.  
 Replace crankcase breather.  
 Clean Intake air filter elements Replace if torn or brittle.  
 Inspect engine mounts.  
 Inspect vibration damper.  
 Check for Active Codes.  
 Transmission inspection.  
 Change transmission external filter (if applicable).  
 Cooling System-Check.  
 Fuel filter change interval.  
 Air System Functional Test.  
 Battery System-Check.  
 Driver's Heater / Defroster-Check.  
 HVAC Unit Return Air Filter-Change.  
 Exterior Panels- Inspection.  
 Splash Guards check condition.  
 Window emergency release system lubrication.  
 Windshield Wiper Washer-Replenish fluid.  
 Interior & Exterior Access Doors-Check hinges and locks.  
 Roof Vent / Hatch check functionality and Inspect for leaks.  
 Passenger seats check mounting bolts tightness.  
 Wheelchair restraint area check tracks, tie downs for proper condition.  
 Wheelchair ramp mechanism-Lubrication.  
 Underbody Inspection

#### Every 12,000 Mi ( 19,300 Km)

Front & Rear Axle-Inspect, adjust, check proper height.  
 Air Springs- Check for cracks, abrasions, damage, and proper height.  
 Suspension-Lubricate and adjust.  
 Brake Assemblies-Inspect.  
 Electronic Accelerator-Clean accumulated buildup materials and dirt.  
 Engine oil and filter change.  
 Cooling system-Inspect.  
 Transmission Fluid & Filter-Change if Non-TranSynd™/Non-TES 295 Fluid had been used and is under **Severe Duty Category**  
 Underbody Inspection

## Preventive Maintenance Intervals

**Introduction:** The maintenance schedule that follows is intended to serve as a ready reference for systems and components that require periodic service. The intervals given are manufacturer's recommendations and should be as a guideline only.

### Every 15,000 Mi ( 24,000 Km)

Coolant-Filter replacement.  
 Primary-Fuel-Filter replacement.  
 Secondary Fuel Filter replacement.  
 Underbody Inspection

### Every 18,000 Mi (28,800 Km)

Front & Rear Axle.  
 Air Springs- Check for cracks, abrasions, damage, and proper height.  
 Suspension-Inspect, Adjust.  
 Brake Assemblies-Inspect  
 Electronic Accelerator-Clean accumulated buildup materials and dirt  
 Engine oil filters change.  
 Cooling system-Inspect.  
 Transmission Fluid Cooler- Check  
 Underbody Inspection

### Every 24,000 Mi (38,600 Km)

Axle & Suspension-Check and adjust to proper height  
 Steering System-Oil and Filter change.  
 Engine System-Inspect, Clean compartment of buildup materials.  
 Ignition Coil (Non-shielded).-Check  
 Replace spark plugs (Non-shielded).  
 Transmission to Engine bolts-Check.  
 Cooling System -Check  
 Air System-Check tanks and hoses for leakage.  
 Electrical System-Check for lose connections, voltage, brakers and fuses (burned out or missing).  
 HVAC-Check System.  
 Structure & Chassis-Visual inspect for any damage or lose parts.  
 Underbody Inspection

### Every 30,000 Mi ( 48,000 Km)

Fuel tanks Inspection.  
 Drive Belts-Inspect, replace if necessary.  
 Fan Belt Tensioner-Check for proper tension.  
 Fan Hub-Inspect.  
 Air Compressor-Inspect, Repair or replace.  
 Underbody Inspection

### Every 36,000 Mi (58,000 Km)

Rear Axle-Lubrication.  
 Steering System-Oil and Filter change.  
 Engine System-Inspect, Clean compartment of buildup materials.  
 Ignition Coil (Non-shielded).-Check  
 Replace spark plugs (Non-shielded).  
 Transmission to Engine bolts-check.  
 Cooling System-Check  
 Air System-Check tanks and hoses for leakage.  
 Electrical System-Check for lose connections, voltage, brakers and fuses (burned out or missing).  
 HVAC-Check System.  
 Structure & Chassis-Visual inspect for any damage or lose parts.  
 Underbody Inspection

### Preventive Maintenance Intervals

**Introduction:** The maintenance schedule that follows is intended to serve as a ready reference for systems and components that require periodic service. The intervals given are manufacturer's recommendations and should be as a guideline only.

#### Every 48,000 Mi (77,200 Km)

Front end-adjustment  
 Front axle brake chambers-Check  
 Air regulator-Check  
 Re-spray undercoat especially in damage areas and wheel wells  
 Underbody Inspection

#### Every 54,000 Mi ( 87,000 Km)

Front Axle-lubrication.  
 Transmission Oil Filter-Change.  
 Underbody Inspection

#### Every 60,000 Mi (96,000 Km)

Fuel Tanks-Check  
 Drain and flush cooling system  
 Vibration Damper-Check  
 Vibration Damper (rubber)-Check  
 Underbody Inspection

#### Every 75,000 Mi (120,000 Km)

Transmission-Perform regular service if TranSynd™/TES 295 fluid has been used  
 Underbody Inspection

#### Every 96,000 Mi (154,500 Km)

Front & Rear brake chambers inspection  
 Front end alignment-Inspect and perform maintenance and overhaul  
 Underbody Inspection

### Six Months Preventive Maintenance

PR-2 Pressure Protection Valve- Operating and leakage test  
 ST-1 Safety Valve-Operating and leakage test  
 SR-1 Spring Brake Control Valve-Operating and leakage test  
 DC-4 Double Check Valve-Operating and leakage test  
 Brake foot Valve-Operating and leakage test  
 Underbody Inspection

### Preventive Maintenance Intervals

**Introduction:** The maintenance schedule that follows is intended to serve as a ready reference for systems and components that require periodic service. The intervals given are manufacturer's recommendations and should be as a guideline only.

#### Yearly Preventive Maintenance

Hydraulic Fluid-Change fluid.  
 Fire Extinguisher-Examine every twelve months.  
 Defroster-Check operation  
 Entrance and Exit Doors Base-Plates-Lubricate  
 Rear A/C Inspection-perform "Rear Window A/C" area inspection  
 Instrument panel & side console-Check for loose wires, connections and operation  
 Wheelchair Ramp pump hydraulic fluid-Change fluid  
 Air Dryer Desiccant filter-Rebuild  
 QR-1 Quick Release Valve-Operating and leakage test  
 Underbody Inspection

#### Two year Preventive Maintenance

Radiator-Flush  
 Air Compressor-Inspect, Repair or Replace  
 Underbody Inspection

#### Three Year Preventive Maintenance

Underbody Inspection  
 Coolant-Change

#### Six Year Preventive Maintenance

Booster Pump-Replace  
 Coolant-Change  
 Underbody Inspection

<b>FIRESTONE AIR SPRINGS PREVENTIVE MAINTENANCE CHECK LIST</b>	
Listed below are items that can be checked when the vehicle is in for periodic maintenance. Never attempt to service the air suspension on a truck, bus or a trailer with the air spring inflated.	
Inspect the O.D of the air spring. Check for signs of irregular wear or heat cracking.	Every 3,000 miles or 48,000 kilometers
Inspect air lines to make sure contact doesn't exist between the air line and the O.D of the air spring. Air lines can rub a hole in an air spring very quickly.	Every 3,000 miles or 48,000 kilometers
Check to see that there is sufficient clearance around the complete circumference of the air spring while at its maximum diameter.	Every 3,000 miles or 48,000 kilometers
Inspect the O.D of the piston for buildup of foreign materials. (On a reversible sleeve style air spring, the piston is the bottom component of the air spring).	Every 3,000 miles or 48,000 kilometers
Correct ride height should be maintained. All vehicles with air springs have a specified ride height established by the O.E.M. manufacturer. This height, which is found in your service manual, should be maintained within 1/4". This dimension can be checked with the vehicle loaded or empty.	Every 3,000 miles or 48,000 kilometers
Leveling valves (or height control valves) play a large part in ensuring that the total air spring system works as required. Clean, inspection and replace if necessary.	Every 3,000 miles or 48,000 kilometers
Make sure you have the proper shock absorbers and check for leaking hydraulic oil and worn or broken end connectors. If a broken shock is found, replace it immediately. The shock absorber will normally limit the rebound of an air spring and keep it from overextending.	Every 3,000 miles or 48,000 kilometers
Check the tightness of all mounting hardware (nuts and bolts). If loose, re-torque to the manufacturer's specifications. Do not over-tighten.	Every 3,000 miles or 48,000 kilometers
Approved cleaning media are soap and water, methyl alcohol, ethyl alcohol and isopropyl alcohol.	
<b>NOTE:</b> None-approved cleaning media include all organic solvents, open flames, abrasives and direct pressurized stream cleaning.	
<b>The total inspection process described on this page can be done in just a matter of minutes. If you find one of the above conditions exist, please take corrective action to ensure that it is fixed properly. It will save you both time and money.</b>	



**ELDORADO  
2018 CNG AERO ELITE  
32' CLASS E FORD F550**

**Eldorado CNG Aero Elite.pdf**

G | A | S

GREEN ALTERNATIVE SYSTEMS

GREEN ALTERNATIVE SYSTEMS

# COMPRESSED NATURAL GAS OWNER'S MANUAL



Ford QVM Certified Alternative Fuel Upfitter  
Altoona Tested

WWW.GREENALTERNATIVESYSTEMS.COM | SALES & SERVICE: 877.686.9448

VN: 1.15. PN: GAS-OM-1.15





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## CNG Fuel System Information

Congratulations on the purchase of your Compressed Natural Gas Fuel System. Your CNG Fuel System is designed and installed by Green Alternative Systems, a Ford QVM Alternative Fuel System Installer. Your CNG fuel system utilizes an EPA and/or CARB approved engine system by LandiRenzo, a Ford QVM Engine System Developer. The following information should be kept with the vehicle for reference to safe operation and service of your CNG vehicle. Please contact Green Alternative Systems for service or warranty issues at **(877) 686-9448**.

### Vehicle Information

Vehicle Make:	
Vehicle Model :	
Model Year:	
VIN:	

### Cylinder Information

Cylinder Manufacturer	Cylinder Type	Cylinder Serial Number	Cylinder Expiration Date

### Essential Service Note:

Compressed Natural Gas (CNG) cylinders are required by the Federal Motor Vehicle Safety Standard (FMVSS) 304 to be visually inspected every 3 years or 36,000 miles, whichever occurs first. Cylinders must also be inspected after a motor vehicle accident, exposure to high heat temperatures, such as a vehicle fire, or exposure to corrosive chemicals.

Green Alternative Systems recommends that CNG cylinder inspections be performed by a trained and certified CNG fuel system inspector. Refer to your state or local regulations to determine the authority that governs CNG cylinder inspectors. Please contact Green Alternative Systems to schedule a CNG fuel system inspection, **(877) 686-9448**.

## Understanding Your Compressed Natural Gas Fuel System:

The Green Alternative Systems CNG vehicle manual is designed to be used in addition to your vehicle owner's manual and the engine system manufacturer's manual. Please read all sections of this guide before operating the Compressed Natural Gas vehicle. Please note that this manual includes guidelines on how to properly maintain and service the Compressed Natural Gas components. Contact Green Alternative Systems for detailed service and maintenance procedures.

Your CNG vehicle is equipped with US Department of Transportation approved compressed natural gas cylinders. The system is designed to store compressed natural gas within the vehicles fuel cylinders at 3,600 PSI. The cylinders on your system are equipped with either a manual or solenoid cylinder valve. Various safety features may be built into each valve, such as a pressure relief device and excess flow valve. The pressure relief device (PRD) is designed to allow the cylinder to vent in the case of built-up pressure, such as in the case of a vehicle fire. During a vehicle fire, the PRD is designed activate and release a lever built into the electric valve, releasing the fuel through the vehicles pressure relief lines. The excess flow valves are designed to stop the flow of gas when a sudden change in pressure occurs, such as in the case of a high pressure line or fitting failure.

Your CNG cylinders are mounted using a custom designed mounting bracket system. Removing or tampering with the CNG mounting brackets, cylinder brackets, nuts or bolts voids the system warranty. In addition, the OEM service intervals must be followed. Failure to follow OEM service and maintenance guidelines will void your fuel system warranty.

## Fuel System Safety:

Your Compressed Natural Gas system installed by Green Alternative Systems is designed to fuel at 3,600 PSI. The information provided in this manual is designed to help you understand the CNG components used on your fuel system. As you read through this manual, you will notice sections labeled: **Caution**. These sections are designed to help you avoid personal injury and or vehicle damage.

### Caution

The CNG fuel system operating pressure is 3,600 PSI. All service and warranty work must be performed by qualified alternative fuel technicians.

To schedule service or warranty work please contact Green Alternative Systems Customer Service:

Phone: (877) 686-9448

Email: [customerservice@greenalternativesystems.com](mailto:customerservice@greenalternativesystems.com).

### Caution

All high pressure fuel lines and fittings connected to the fuel system are pressurized at 3,600 PSI. Only trained and certified personnel are qualified to remove or replace the fittings. Serious bodily harm or death can occur if the fittings are installed or removed improperly.

## Fuel System Safety Features:

### GAS FUEL BOX

This CNG vehicle is equipped with a Fueling/De-Fueling Box. The Fuel Box contains separate Fueling Nozzle, De-Fueling Nozzle, High Pressure Fuel Gauge, Quarter Turn Valve, and Ignition Kill Switch.

### Manual Shut-Off Valve

This CNG vehicle is equipped with a manual shut-off valve. In case of an emergency turn the manual valve clockwise to the off position. Once in the off position the flow of fuel to the pressure regulator will be restricted. The shut-off valve is located on the forward drivers' side of the vehicle, and is marked with a decal indicating its position.

### Electric CNG Cylinder Valves

This CNG vehicle is equipped with electric cylinder valves which are wired to the vehicle module allowing full integration of the OEMs safety features pertaining to rollover and inertia protection in the event of an accident. The valves are also connected to the vehicle ignition and will not open unless the ignition is turned to the on position. This system will restrict the flow of fuel if the ignition switch is turned to the ON position, with the engine not running for more than three (3) seconds.

### Manual Cylinder Valves

All cylinder valves are equipped with a manual valve, which can be turned clockwise to close the valve and stop the flow of gas. Cylinder valves should be manually turned to the off position after an accident, during inspections, and while servicing the vehicle.

### Excess Flow Valve

Some cylinder valves are equipped with a built in excess flow valve. In the event of a sudden decrease in pressure downstream of the cylinder, the excess flow valve activates and restricts the flow of fuel.

### Pressure Relief Device

Your CNG fuel system is designed to properly vent the fuel during an emergency situation such as a vehicle fire. Each cylinder valve is equipped with a Pressure Relief Device which when exposed to heat will activate. Built up pressure would be released through the Pressure Relief Device allowing the cylinder to vent through the vehicles Pressure Relief vent line.

## Caution

The Pressure Relief Vent Line should be visually inspected every 6,000 miles. The Pressure Relief Vent Line terminates through the roof of the vehicle, which should have a rubber cap to prevent debris from entering the line. In the event of a missing Vent Line cap do not attempt to replace. Contact Green Alternative Systems Customer Service:

Phone: (877) 686-9448

Email: [customerservice@greenalternativesystems.com](mailto:customerservice@greenalternativesystems.com)

### Ignition Kill Switch

This CNG vehicle is equipped with an ignition kill switch, which will not allow the engine to start if the fill nozzle cap is not on the fill receptacle. The kill switch is a safety feature that does not allow the driver to start the vehicle while the vehicle is fueling.

### De-Fueling

This CNG vehicle is equipped with a de-fueling system. The system is designed to safely de-fuel the fuel system in the event of an accident or condemned fuel cylinder. The system is not designed to transfer fuel from vehicle to vehicle. Complete de-fueling instructions can be found on page 9.

### Fuse Panel & Wire Harness

This CNG vehicle is equipped with a weather tight wire harness, which provides individual fuse protection for each cylinder valve. The harness is designed to allow the vehicle to safely operate in the event of a single faulty cylinder valve. The harness is manufactured to OEM standards and constructed using a UV resistant over molding technology, which completely seals all connections between the wires and connector terminals. The harness is designed for the most extreme weather conditions and meets IEC IP67 Rating. A centralized weather tight fuse box allows quick convenient access to the fuel systems fuses.

### Purge Valve

This CNG vehicle is equipped with a purge valve, located downstream of the cylinders before the pressure regulator. The purge valve allows qualified technicians to safely vent the fuel lines before servicing the vehicle.

### **Caution**

The Purge Valve is pressurized at 3,600 PSI. Only authorized alternative fuel technicians should service the vehicle. **Never purge the fuel lines in a confined area, such as the inside of a service shop.**

To schedule service or warranty work please contact Green Alternative Systems Customer Service:

Phone: (877) 686-9448

Email: [customerservice@greenalternativesystems.com](mailto:customerservice@greenalternativesystems.com).

### Heat Shield

Select low and high pressure hoses as well as the cylinder shields utilize a protective heat shield material. If the material is damaged contact Green Alternative Systems to make arrangements to have the material replaced.

### External Pressure Gauge

Your vehicle may be equipped with an external pressure gauge located near the fuel fill receptacle. This gauge should be used to determine the system pressure and should be checked before and after fueling, as well as any time the vehicle is operated. The external pressure gauge will be more accurate than the fuel gauge located inside the vehicle.

### Cylinder Gravel Shields

All CNG cylinders must be protected from road debris and liquids by a cylinder gravel shield. If a gravel shield is damaged, the cylinder must be inspected by a certified technician, and the damaged shield replaced. Cylinder gravel shields should be visually inspected every 6,000 miles or every 3 months. Contact Green Alternative Systems to have damaged or missing cylinder gravel shields replaced. Failure to replace cylinder gravel shields may void the warranty.

## **Required Vehicle Decals:**

Your CNG vehicle is required to have the proper vehicle recognition decals. Your vehicle is equipped with the following decals:

Engine Emission Information – Located inside the vehicle engine compartment.

Cylinder Information – Located inside the vehicle engine compartment and near the fueling receptacle.

Manual Shut-Off Decal – Positioned outside the vehicle to identify where the shut-off valve is located.

CNG Diamond Decal – Located outside the vehicle above the rear bumper on the passenger side.

### **Caution**

Certain decals are required by law, Contact Green Alternative Systems to replace missing/damaged decals:

Phone: (877) 686-9448

Email: [customerservice@greenalternativesystems.com](mailto:customerservice@greenalternativesystems.com).

## Vehicle Maintenance Issues:

Your CNG vehicle is equipped with CNG cylinders that should not be exposed to high temperatures or heat sources. Please refer to the cylinder manufacturer's information for information specific to the cylinders on your vehicle.

### Welding

Do not weld, cut, or grind on or around any CNG component. If such repairs are to be made, contact Green Alternative Systems Customer Service:

Phone: (877) 686-9448

Email: [customerservice@greenalternativesystems.com](mailto:customerservice@greenalternativesystems.com).

### Vehicle Paint

When painting your vehicle, avoid processes that expose the vehicle to high temperatures or heat sources. Exposing the vehicle to high temperatures will damage the vehicles fuel system.

### Caution

The CNG Fuel System must be inspected by a certified alternative fuel technician after any components have been removed or installed.

Exposure to high heat temperature can cause a buildup of pressure – this is an extremely dangerous condition which can cause property damage and bodily harm or death.

To schedule service or warranty work please contact Green Alternative Systems Customer Service:

Phone: (877) 686-9448

Email: [customerservice@greenalternativesystems.com](mailto:customerservice@greenalternativesystems.com).

### Towing Your Vehicle

Refer to the vehicle owner's manual when towing your vehicle; however follow these guidelines in addition to your owner's manual.

- Manually close the CNG cylinder at the valve on each cylinder by turning the valve handle clockwise
- Turn the manual shut-off valve to the off position.
- Remove the key from the vehicles ignition.
- Secure the tow bars and chains away from the CNG components; do not allow contact to occur to any CNG component. DO NOT secure anything to a fuel system component or bracket.

### Placing Your Vehicle on a Vehicle Lift or Jack

Refer to the vehicle owner's manual when lifting your vehicle; however follow these guidelines in addition to your owner's manual.

- Manually close the CNG cylinder at the valve on each cylinder by turning the valve handle clockwise
- When lifting the vehicle do not make contact with any CNG Fuel system component or bracket.
- If damage to any CNG component occurs, contact Green Alternative Systems, the CNG fuel system must be inspected before the vehicle is returned to service.

## How Your Fuel System Operates:

Your CNG vehicle is equipped with one way check valves that restrict the flow of CNG from the fuel receptacle to the atmosphere. All fittings and tubing forward of the check valves are pressurized.

The CNG travels from the fuel cylinders to a high pressure coalescent filter. High pressure filter housings should be drained of fluids during every oil change interval. The high pressure filter elements should be replaced every other oil change interval, unless elements show evidence of heavy contamination or oil buildup – in which case they should be replaced during every oil change interval.

From the high pressure filter, the CNG travels to a pressure regulator, which reduces the system pressure.

From the pressure regulator, the CNG passes through a low pressure coalescent filter. Low pressure filter housings should be drained of fluids during every oil change interval. The low pressure filter elements **MUST** be replaced during every oil change interval. All service intervals must be documented and maintained with the vehicle. Failure to replace the filter elements and the required service documentation will void your fuel system warranty.

From the low pressure coalescent filter, the fuel travels to the fuel rails, and is injected into the engine.

### Operating Your CNG vehicle:

All persons fueling the CNG vehicle should be trained on how to properly fuel the vehicle.

Check all state and local regulations governing how you fuel your vehicle.

Your vehicle is designed to be fueled at 3,600 PSI, using the NGV-1 quick disconnect receptacle.

### Caution

NGV-1 dispensers are color coded.

- Green Dispensers fill the vehicle at 2,400 PSI.
- Blue Dispensers fill the vehicle at 3,000 PSI
- Yellow Dispensers fill the vehicle at 3,600 PSI.
- Please note your vehicle is designed to work with all of the above dispensers, however your vehicle will not receive a full load of fuel unless you use the yellow dispenser at 3,600 PSI.
- All persons should stand clear of the fuel dispenser and the vehicle in case of a sudden release. The dispenser could cause serious bodily harm.
- All electric valve cylinders are equipped with a manual valve. Check that the valve is in the open position on all cylinders. If a valve is in the closed position you will not receive a full load of fuel.

Avoid use of the vehicles accelerator when starting the vehicle. CNG vehicles often have a longer crank time than gasoline operated vehicles.



### Fuel Level Operation

The fuel gauge located on the vehicles dash may be misleading due to variance in the temperature of the fuel in the cylinders. This is most noticeable after filling the vehicle.

The gauge reading is based on system pressure, and is independent of the temperature. When the cylinders are filled, the gas is compressed, causing the temperature to rise. This results in an artificially high pressure, which will decrease as the gas in the cylinders cools to the ambient temperature. The 3,600 PSI working pressure of the system is based on a temperature of 70° F. With the same amount of CNG in the system, the pressure will read higher than 3,600 PSI above 70° F, and below that temperature, the pressure will read less than 3,600 PSI.

It is normal to experience a drop in system pressure, after fueling a vehicle, as the temperature in the cylinders decreases. This drop may be as much as a ¼ of the tank in cool climates.

### **Caution**

When operating the vehicle and the Service Engine Soon Light is blinking: Remove the vehicle from service and do not operate the vehicle until the vehicle is serviced by an authorized alternative fuel technician. It is possible that the vehicle has a misfire which can cause damage to the vehicles catalytic converter.

To schedule service or warranty work please contact Green Alternative Systems Customer Service:

Phone: (877) 686-9448

Email: [customerservice@greenalternativesystems.com](mailto:customerservice@greenalternativesystems.com).

## **Fuel System Service & Maintenance Requirements:**

### Oil Contamination:

Oil contamination can cause serious issues to the engine and other fuel system components. It is the responsibility of the vehicle operator to monitor and report excessive oil to the CNG station operator. If excessive oil is found in your fuel system contact Green Alternative Systems. Additional components and maintenance procedures can be implemented to decrease the oil contamination.

Your vehicle is equipped with a high pressure fuel filter which is designed to reduce oil contamination in the regulator. The high pressure filter element should be replaced every 10,000 miles (every other oil change interval). However, the high pressure filter elements may need to be replaced at or before 5,000 miles if contamination or oil is found in the fuel system. The fuel filter can be quickly drained by removing the drain plug located at the bottom of the filter housing when the system is no longer pressurized.

Your vehicle is also equipped with a low pressure fuel filter which is designed to further reduce oil contamination in the fuel rail and injectors. The low pressure filter element should be replaced every 5,000 miles (every oil change interval). The low pressure fuel filter can be quickly drained by removing the drain plug located at the bottom of the filter housing when the system is no longer pressurized.

### High Idle Applications:

High idle and/or slow driving speeds can cause Catalyst Efficiency codes, which engages the vehicles Check Engine Light. The Check Engine Light is caused by the vehicle not reaching the proper burn off temperature. This condition is prevalent in various applications, such as airport shuttle applications. The condition occurs with all fuels, Gasoline, Propane, and Natural Gas. Please see P0420 Advisement on page 19.

### Recommended Service:

All OEM maintenance procedures in the vehicle owner's manual should be followed, as well as the CNG fuel system specific procedures listed in the table below. The services shown in this schedule should be repeated through the lifetime of the vehicle according to the intervals below. The schedule reflects the *minimum* requirements. Depending on vehicle usage, fuel quality, geographic location, and duty cycle, more frequent service may be required.

### CNG Component Maintenance Schedule

<b>Course of Action</b>	<b>Interval</b>
Leak Check	5,000 Miles
Drain High Pressure Filter	5,000 Miles
Replace High Pressure Filter Element	10,000 Miles
Replace Low Pressure Filter Element and Drain	5,000 Miles
Perform Visual Inspection of CNG Hoses and Tubing	12,000 Miles
Perform Visual Inspection of Stainless Steel Fittings	12,000 Miles
Perform Visual Inspection of CNG Cylinder Shields	12,000 Miles
Check PCM Scanner Data	12,000 Miles
Replace Spark Plugs	24,000 Miles
Replace Oxygen Sensors	80,000 Miles
Replace Ignition Coils	100,000 Miles
High Idle Procedure	Weekly

### Note

**Engine oil should be replaced at the Service Intervals specified in your vehicle owner's manual OR every 200 engine hours, whichever comes first. Never exceed 300 hours on any engine oil. See your vehicle owner's manual for instructions on reading the engine hours from the instrument panel, or install an hour meter on your vehicle.**

### **Caution**

During the leak check, use only approved solutions. Do not use soapy water or any other solvent that may be corrosive to the CNG system components.  
To schedule service or warranty work please contact Green Alternative Systems:

Phone: (877) 686-9448

Email: [customerservice@greenalternativesystems.com](mailto:customerservice@greenalternativesystems.com).

## **GAS De-Fueling System Instructions**

This CNG vehicle is equipped with a de-fueling system. The system is designed to safely de-fuel the fuel system in the event of an accident or condemned fuel cylinder. The system is not designed to transfer fuel from vehicle to vehicle. The de-fuel instructions are designed to de-fuel the vehicle only, they are not intended to guide in the removal of any fuel system components.

### **Caution**

- All safety procedures must be followed when de-fueling a compressed natural gas vehicle, read all safety instructions before the vehicle is de-fueled.
- Any technician performing service or warranty work, (including de-fueling a vehicle) must be a trained and certified alternative fuel technician.
- Compressed Natural Gas (CNG) cylinders are required by the Federal Motor Vehicle Safety Standard (FMVSS) 304 to be visually inspected every 3 years or 36,000 miles, whichever occurs first. Cylinders must also be inspected after a motor vehicle accident, exposure to high heat temperatures, such as a vehicle fire, or exposure to corrosive chemicals.
- All applicable federal, state, and local regulations governing emissions and off-gassing must be followed when defueling.
- There should be adequate ventilation for the de-fueling operation to ensure there is no build-up of natural gas vapors.
- During de-fueling there should be no open flames or other potential ignition sources near the vicinity of the vehicle.
- If the vehicle has been running, allow the vehicle to cool down before starting the de-fueling procedure.
- Fuel system components shall not be removed. In the event of component damage contact Green Alternative Systems to schedule service work. (877) 686-9448
- Green Alternative Systems is not responsible for injury to maintenance technicians or vehicle damage that may occur from repairs associated with fuel component removal. A trained and certified alternative fuel technician must confirm that all components have been completely de-fueled before any components are removed from the vehicle.
- Failure to follow the above instructions can result in property damage and bodily harm or death.

**Continue to next page for complete de-fueling instructions.**

## De-Fueling Instructions

1. Shut the vehicle off and remove the keys from the ignition.
2. Disconnect the battery terminals and secure the wires to prevent any accidental contact with the battery.
3. The De-Fueling Receptacle is located inside the vehicles fuel box. Identify the port labeled De-Fueling.
4. The pressure in the De-Fueling Receptacle must be vented, prior to connecting the De-Fueling Nozzle.
5. A Three Way Valve is also located in the vehicles fuel box, locate the valve and turn the handle to the VENT position. You will hear a quick burst of pressure as the receptacle is vented. Once the pressure is vented, you will be able to connect a De-Fueling nozzle to De-Fueling Receptacle.
6. Following the manufacturer's instructions connect the De-Fueling Nozzle (Sold Separately) to the De-Fueling Receptacle.
7. Once the De-fueling Nozzle is connected to the De-fuel Port, turn the Three Way Valve to the OFF position.
8. Connect the ground wire (Sold Separately) from the ground terminal located in the vehicles fuel box.
9. **For Powering a Single Tank Solenoid:** Each cylinder valve has a manual valve, in addition to a solenoid. Utilize the manual valve and manually close all cylinder valves. Determine which cylinder you want to De-Fuel, ensure the manual valve on this cylinder is in the open position. Once this has been confirmed, locate the electrical power connector on the valves solenoid. Unplug the power connector from the solenoid. Connect the cylinder valve power connector to the service harness. Ensure all other cylinder valves have been manually closed. To power the service harness and cylinder valve solenoids, connect the service harness to the vehicles 12V battery. The service harness has two alligator clips, one for power and the other for ground. Confirm that each clip is connect to the proper source. To completely De-Fuel all cylinders please see step ten.
10. **For Powering on All Tank Solenoids:** Locate the vehicles natural gas fuel regulator. [It will be located on the inside left frame rail usually near the vehicle transmission.] The fuel regulator has a solenoid with an electrical power connector. Remove the electrical power connector and connect it to the service harness. To power the service harness and cylinder valve solenoids, connect the service harness to the vehicles 12V battery. The service harness has two alligator clips, one for power and the other for ground. Confirm that each clip is connect to the proper source.
11. Once the service harness has power, turn the Three Way Valve to the De-Fuel position. Once the valve is turned to this position, natural gas will flow from the cylinders to the De-Fueling Nozzle.
12. Once the cylinder(s) have been De-Fueled and natural gas is no longer flowing, the pressure gauge should read **ZERO**.
13. Once the De-Fueling process is complete, disconnect the power to the service harness and ground wire. Reconnect the power connector at the regulator or cylinder valve.

## De-Fueling Instructions

14. Make sure all components has been restored to its original state.
15. Turn the Three Way Valve to the **VENT** position. You will hear a small amount of fuel bleed out of the vent. [Venting the small amount of fuel will enable you to remove the De-fueling Nozzle.]
16. Follow the manufacturer's instructions on the De-fueling Nozzle to remove the nozzle, ground and hose assembly.
17. Once the De-fueling Nozzle is removed, turn the Three Way Valve back to the **OFF** position.
18. NEVER ASSUME CYLINDERS ARE EMPTY. To ensure that the fuel cylinders are completely empty, you will need to open the purge valves located on the high pressure fuel cylinder solenoid valve. Only certified technicians should perform this work according to the cylinder valve manufacturer's instructions. For technical assistance contact Green Alternative Systems:  
Phone: (877) 686-9448  
Email: [customerservice@greenalternativesystems.com](mailto:customerservice@greenalternativesystems.com)
19. Reconnect the vehicles 12V battery terminals per the OEM specifications.

## GREEN ALTERNATIVE SYSTEMS CNG FUEL SYSTEM CONVERSION LIMITED INSTALLATION WARRANTY

### Installation Warranty Period:

The installing organization, Green Alternative Systems, warrants all workmanship 3 yrs/100,000 miles. Your limited warranty begins on the date your CNG system is installed on your vehicle. Your limited warranty is contingent upon documented adherence to the Maintenance Schedule contained herein.

### Components:

- All fittings, steel tubing, and flexible conductive hoses have a limited lifetime warranty through Swagelok.
- All installation hardware (nuts, bolts, washers) carry a warranty from defects, for the life of the vehicle, through Lawson Products.
- The non-electrical components have a warranty for the life of the product.
- All electrical components have a 12 month warranty from their installation date.

### Cylinders, Brackets and Valves:

- Luxfer aluminum or composite cylinders carry a minimum 15 year warranty from the original hydrostat test date stamped on the cylinder label, **WITH** the condition that the cylinder is properly maintained and used in accordance to manufacturer recommendations. Throughout the entire 15-year warranty period, the cylinder must be visually inspected both internally and externally, by properly trained and certified inspectors at intervals required by applicable regulations. The results of each required inspection must be properly documented in accordance with applicable regulations ANSI/NGV 2 & FMVSS 304.\*
- All cylinder/tank brackets and cradles have a limited warranty from manufacture defects for the 3 yr/100,000 miles.
- All CNG cylinder valves carry a warranty from defects in the design, materials and workmanship for one year from date of installation.

### Engine Conversion Systems:

- CNG engine system conversion kits are warranted through Landi Renzo for no less than **3 yrs/50,000 miles or 7 yrs/70,000 miles** for emission related warranty. This includes but is not limited to: The regulator, fuel rail, fuel hose, fuel injectors, electrical harness, and electrical connectors. Please refer to the Landi Renzo Limited Warranty document for specific coverage and limitations.

### What is Not Covered:

- Towing after 30 days from date of delivery to end user
- Corrections of hose routing, securements after 30 days from date of delivery to end user
- Tightening loose fasteners, fittings after 30 days from date of delivery to end user

### ***This warranty does not apply, or include coverage for defects attributable to the following:***

- Damage resulting from: misuse, abuse, accident, neglect, negligence, vandalism, fire, or Acts of God.

**What is Not Covered (Con't):**

- Structural or other modifications or alteration without prior express written authorization by Green Alternative Systems.
- Repair or attempted repair by unauthorized persons.
- Replacement of original components with substitutes without prior express written authorization by Green Alternative Systems.
- Failure to perform routine preventative maintenance as customarily accepted within the industry or failure to provide proof of such preventative maintenance having been performed.
- Exposure to corrosives, contaminants, chemicals, salt, irradiation or atmospheric or environmental conditions.
- Effects of repairs completed by service centers or customer.

**Disclaimer:**

Green Alternative Systems limited warranty, as stated herein, is our sole remedy. Green Alternative Systems does not authorize anyone to enlarge or alter your Green Alternative Systems system limited warranty. No other warranty, express or implied, is applicable to your CNG system. Green Alternative Systems shall not be liable for incidental (e.g., loss of time, loss of vehicle use, inconvenience) or consequential damages for breach of any express or implied warranty. Except to the extent prohibited by applicable law, the implied warranty of merchantability or fitness for a particular purpose of your Green Alternative Systems system is hereby excluded. No person is authorized to give any other warranties or to assume any liabilities on behalf of Green Alternative Systems unless assumed in writing by Green Alternative Systems.

## Green Alternative Systems Warranty Claim Process

### **HOW TO OBTAIN SERVICE:**

Contact Green Alternative Systems Customer Service and Warranty Department at (844) 285-5646 for authorized service of your vehicle.

In order to receive replacement parts and labor reimbursement for Green Alternative Systems Warranty Repairs:

- Contact Green Alternative Systems Customer Service and Warranty Department & complete all required fields on the Gas Warranty and Service Form
- Provide a detailed explanation of the issue.
- Provide defective part information such as the part and serial number.
- Please provide the ship to address on the Form.
- Email the form to [warranty@greenalternativesystems.com](mailto:warranty@greenalternativesystems.com)
- Once the form has been received a company representative will contact you with approval number.
- Once the replacement part is received please complete the following information: Serial number on the replacement part, repair labor code, labor time.
- Safely package defective parts to avoid damage during shipment. An RMA Number and return shipping label will be included in the package with the replacement part, write RMA number on the outside of the package being shipped back to Green Alternative Systems as well as include RMA number on all return documentation.
- Ship the defective component with a copy of the Warranty Form back to GAS.

### **REQUIRED INFORMATION FOR WARRANTY CLAIM PROCESSING:**

- All warranty repairs must be authorized by Green Alternative Systems before the repairs are made, failure to receive written authorization prior to warranty repairs will void all warranty claims and can result in charges for labor and parts.
- Vehicle Identification Number (VIN) and vehicle mileage is required.
- Replacement parts must be returned to Green Alternative Systems within 15 days of receipt of the replacement parts. Failure to return the parts within 15 days will result in customer charges for the replacement parts.
- Warranty claims must be submitted using the GAS Warranty and Service Form.
- GAS will reimburse labor charges based on the attached labor schedule in Table 1.
- Labor and parts not related to the CNG fuel system will not be covered by GAS.
- Labor will be reimbursed within 30 days of the receipt of the defective parts and proper documentation.
- In cases where the part returned is not defective no labor reimbursement will be sent and an invoice will be sent for the cost of the replacement part.



## Repair Labor Guide:

Green Alternative Systems agrees to pay a flat rate for diagnostic time of 1 hour with proper pre-authorization. This time allows for proper diagnostics for most conditions. Any repairs requiring additional diagnostic time must be pre-approved by GAS.

**Table 1 Labor Schedule**

	Fuel Fill Receptacle Replaced	0.7
	High Pressure Check Valve Replaced	1.0
	Tank Valve Replaced	2.0
	CNG Cylinder Replaced	3.0
	Manual Shut Off Valve Replaced	1.0
	Regulator Replaced	1.0
	Lock-Off Solenoid Replaced	0.6
	Hose/Fuel Line Replaced	1.0
	Fuel Leak	0.5
	Leak Check	0.3


Please Note the Following

- Green Alternative Systems will not authorize any warranty repairs to facilities that are not certified to work on Compressed Natural Gas vehicles.
- Green Alternative Systems reserves the right to ask for maintenance records prior to warranty repair authorization.
- All parts must be returned to Green Alternative Systems prior to payment being issued.
- Labor charges will only be reimbursed if the corresponding components are replaced and are issued by Green Alternative Systems
- All faulty components will be analyzed by Green Alternative Systems before payment is issued.
- Labor will not be reimbursed if the fault is related to the base vehicle.



[Print Form](#)

[Email Form](#)



14740 Ramona Ave.  
Chino, CA 91710  
Ph. (877)686-9448 Fax (909) 993-5755

SUBMIT WITHIN 2 DAYS FROM DATE OF FAILURE

## WARRANTY AUTHORIZATION FORM

Shipping Address

DO NOT FILL IN SHADED AREAS													
VEHICLE #		MODEL		VIN		DATE		TOTAL VEHICLE MILEAGE		TOTAL PART MILEAGE			
DATE OF FAILURE			PARTS PURCHASED FROM			YES		NO		INDICATE INVOICE #			
MONTH	DAY	YEAR	CREATIVE BUS SALES							WITH BUS PURCHASE			
			PARTS PURCHASED FROM OTHER			YES		NO		(ATTACH INVOICES)			
DATE OF SERVICE			PRIMARY FAILED PART #			ENGINE FAILURE		Component		REPLACEMENT			
MONTH	DAY	YEAR				SERIAL #		SERIAL #		SERIAL #			
DESCRIPTION OF FAILURE						DESCRIPTION OF REPAIR							
OPERATOR'S SIGNATURE:			DATE SIGNED:			FIELD SVC. REP (CBS)			DATE SIGNED:				
PART NUMBER		PART DESCRIPTION		QTY		UNIT PRICE		TOTAL NET AMT		LABOR INCURRED			
										ACTUAL REPAIR TIME HOURS			
										TOTAL LABOR CLAIMED HOURS			
										APPROVED RATE PER HR			
										SUMMARY			
										US FUNDS			
										PARTS			
										LABOR			
										SUB TOTAL			
PARTS TO BE RETURNED TO CBS		YES		NO		PARTS TOTAL		\$					
FIELD SERVICE MANAGER:				FIELD SERVICE COMMENTS:				TOTAL:					
CHARGES BACK TO:				CODE BOXES FOR		Replacement Parts Required		CLAIM NUMBER					
				ACCEPTANCE		YES						NO	
				WARRANTY									
				RETROFIT									
				DELIVERY									

Form recreated 1/2015rj

## **P0420 Advisement**

### **Catalyst Efficiency codes**

There are several self-diagnostic tests being run on your CNG vehicle throughout its time in service. Please note that some of these tests are Catalyst Efficiency Tests. In the event that the vehicle does not pass Catalyst efficiency test, a check engine light can occur.

In the event of this happening, please do not replace the Catalytic Converter. In most cases the vehicle's drive cycle is found to be the reason behind the test failure. For the catalyst efficiency test to pass, the vehicle must be driven from 25 to 45 MPH for a ten minute period of time with no stops. This should be done while the vehicle is at full operating temperature.

In most cases this will only have to be done once a week for the life of the vehicle. There are some extreme circumstances where this will have to be completed at least twice a week. This will vary depending on your vehicle's route and driving conditions.

In the instance the check engine remains on after these tests are complete it will need to go to a qualified service shop for further evaluation. Please have the shop contact Green Alternative Systems before diagnostics begin.

For additional assistance please contact Green Alternative Systems Customer Service:

Phone: (877) 686-9448

Email: [customerservice@greenalternativesystems.com](mailto:customerservice@greenalternativesystems.com).

## 2015 E-450 CARB Certification

California Environmental Protection Agency <b>Air Resources Board</b>	LANDI RENZO USA	EXECUTIVE ORDER A-400-0018 New On-Road Heavy-Duty Engines
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Pursuant to the authority vested in the Air Resources Board by Health and Safety Code Division 26, Part 5, Chapter 2; and pursuant to the authority vested in the undersigned by Health and Safety Code Sections 39515 and 39516 and Executive Order G-14-012;

**IT IS ORDERED AND RESOLVED:** The engine and emission control systems produced by the manufacturer are certified as described below for use in on-road motor vehicles with a manufacturer's GVWR over 14,000 pounds. Production engines shall be in all material respects the same as those for which certification is granted.

MODEL YEAR	ENGINE FAMILY	ENGINE SIZES (L)	FUEL TYPE <sup>1</sup>	STANDARDS & TEST PROCEDURE	INTENDED SERVICE CLASS <sup>2</sup>	ECS & SPECIAL FEATURES <sup>3</sup>	DIAGNOSTIC <sup>6</sup>
2015	FLDRE06.8B10	6.8	CNG	Otto	HDO	SFI, HO2S, TWC, 2AFS	EMD+
PRIMARY ENGINE'S IDLE EMISSIONS CONTROL		ADDITIONAL IDLE EMISSIONS CONTROL <sup>5</sup>					
N/A		N/A					
ENGINE (L)		ENGINE MODELS / CODES (rated power, in hp)					
6.8		E450 Incomplete / DE418N05, DE418M05, (224 for all codes)					

<sup>1</sup> =not applicable; GVWR=gross vehicle weight rating; 13 CCR xyz=Title 13, California Code of Regulations, Section xyz; 40 CFR 86.abc=Title 40, Code of Federal Regulations, Section 86.abc; <sup>2</sup> =L/H=light/medium/heavy heavy-duty diesel; UB=urban bus; HDO=heavy duty Otto; <sup>3</sup> CNG/LNG=compressed/liquefied natural gas; LPG=liquefied petroleum gas; E85=85% ethanol fuel; MF=multi fuel s.k.a. BF=bi fuel; DF=dual fuel; FF=flexible fuel; <sup>4</sup> L/M/H HDO=light/medium/heavy heavy-duty diesel; UB=urban bus; HDO=heavy duty Otto; <sup>5</sup> ECS=emission control system; TWC/OC=three-way/oxidizing catalyst; NAC=NOx adsorption catalyst; SCR-U / SCR-N=selective catalytic reduction - urea / - ammonia; WU (prefix) =warm-up catalyst; DPF=diesel particulate filter; PTOX=periodic trap oxidizer; HO2S/O2S=heated/oxygen sensor; HAFS/AFS=heated/air-fuel-ratio sensor (s.k.a. universal or linear oxygen sensor); TBI=throttle body fuel injection; SFV/MFI=sequential/multi port fuel injection; DGI=direct gasoline injection; GCARB=gaseous carburetor; IDV/DI=indirect/direct diesel injection; TC/SC=turbo/supercharger; CAC=charge air cooler; EGR / EGR-C=exhaust gas recirculation / cooled EGR; PAIR/AIR=pulsed/secondary air injection; SPL=smoke puff limiter; ECM/PCM=engine/powertrain control module; EM=engine modification; 2 (prefix)=parallel; (2) (suffix)=in series; AMOX=ammonia oxidation catalyst; <sup>6</sup> ESS=engine shutdown system (per 13 CCR 1956.8(a)(5)(A)(1); 30g=30 g/hr NOx (per 13 CCR 1956.8(a)(5)(C); APS=internal combustion auxiliary power system; ALT=alternative method (per 13 CCR 1956.8(a)(5)(D); Exempt=exempted per 13 CCR 1956.8(a)(5)(H) or for CNGA NG fuel systems; N/A=not applicable (e.g., Otto engines and vehicles); <sup>7</sup> EMD=engine manufacturer diagnostic system (13 CCR 1971); OBD/FY(P)/S=full/partial/partial with fine on-board diagnostic.

Following are: 1) the FTP exhaust emission standards, or family emission limit(s) as applicable, under 13 CCR 1956.8; 2) the SET and NTE limits under the applicable California exhaust emission standards and test procedures for heavy-duty diesel engines and vehicles (Test Procedures); and 3) the corresponding certification levels, for this engine family. "Diesel" CO, SET and NTE certification compliance may have been demonstrated by the manufacturer as provided under the applicable Test Procedures in lieu of testing. (For flexible- and dual-fueled engines, the CERT values in brackets [ ] are those when tested on conventional test fuel. For multi-fueled engines, the STD and CERT values for default operation permitted in 13 CCR 1956.8 are in parentheses.).

in g/bhp-hr	NMHC		NOx		NMHC+NOx		CO		PM		HCHO	
	FTP	SET	FTP	SET	FTP	SET	FTP	SET	FTP	SET	FTP	SET
STD	0.14	*	0.20	*	*	*	14.4	*	0.01	*	0.01	*
CERT	0.003	*	0.08	*	*	*	2.2	*	0.002	*	0.001	*
NTE	-											

<sup>8</sup> g/bhp-hr=grams per brake horsepower-hour; FTP=Federal Test Procedure; SET=supplemental emissions testing; NTE=Not-to-Exceed; STD=standard of emission test cap; FEL=family emission limit; CERT=certification level; NMHC/HCHC=non-methane hydrocarbon; NOx=oxides of nitrogen; CO=carbon monoxide; PM=particulate matter; HCHO=formaldehyde.

**BE IT FURTHER RESOLVED:** For the listed engine models the manufacturer has submitted the materials to demonstrate certification compliance with 13 CCR 1965 (emission control labels), 13 CCR 1971 (engine manufacturer diagnostic), and 13 CCR 2035 et seq. (emission control warranty).

Engines certified under this Executive Order must conform to all applicable California emission regulations.

The Bureau of Automotive Repair will be notified by copy of this Executive Order.

Executed at El Monte, California on this 12<sup>th</sup> day of January 2015.

  
 Annette Hebert, Chief  
 Emissions Compliance, Automotive Regulations and Science Division



California Environmental Protection Agency <b>☼ Air Resources Board</b>	LANDI RENZO USA	EXECUTIVE ORDER A-400-0019 New On-Road Heavy-Duty Engines Page 1 of 2 Pages
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[illegible][illegible]

**BE IT FURTHER RESOLVED:** The manufacturer has demonstrated compliance with the Greenhouse Gas Emission Standards as specified in Title 13 CCR 1956.8 and the incorporated "California Exhaust Emission Standards and Test Procedures for 2004 and Subsequent Model Heavy Duty Otto Cycle Engines and Vehicles" (HDOE Test Procedures) adopted Dec. 27, 2000, as set amended Oct. 21, 2014, using the 2014 model year National Heavy-Duty Engine and Vehicle Greenhouse Gas Program as specified in Section 1036.108 of the HDOE Test Procedures. The manufacturer has submitted the required information and therefore has met the criteria necessary to receive a California Executive Order based on the Environmental Protection Agency's Certificate of Conformity for the above listed engine family.

In g/bhp-hr	EPA CERTIFICATE OF CONFORMITY LDR-ONHWY-16-C1		PRIMARY INTENDED SERVICE CLASS VOCATIONAL	
	CO <sub>2</sub>		CH <sub>4</sub>	N <sub>2</sub> O
	FTP	SFT		
STD	"	"	"	"
FCL	"	"	"	"
FEL	"	"	"	"
CERT	"	"	"	"

## 2015 F-550 CARB Certification

California Environmental Protection Agency <b>Air Resources Board</b>	LANDI RENZO USA	EXECUTIVE ORDER A-400-0014 New On-Road Heavy-Duty Engines
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Pursuant to the authority vested in the Air Resources Board by Health and Safety Code Division 26, Part 5, Chapter 2; and pursuant to the authority vested in the undersigned by Health and Safety Code Sections 39515 and 39516 and Executive Order G-14-012;

IT IS ORDERED AND RESOLVED: The engine and emission control systems produced by the manufacturer are certified as described below for use in on-road motor vehicles with a manufacturer's GVWR over 14,000 pounds. Production engines shall be in all material respects the same as those for which certification is granted.

MODEL YEAR	ENGINE FAMILY	ENGINE SIZES (L)	FUEL TYPE <sup>1</sup>	STANDARDS & TEST PROCEDURE	INTENDED SERVICE CLASS	ECS & SPECIAL FEATURES <sup>3</sup>	DIAGNOSTIC <sup>6</sup>
2015	FLDRE06.8C10	6.8	CNG	Otto	HDO	SFI, HO2S, TWC, 2AFS	EMD+
PRIMARY ENGINE'S IDLE EMISSIONS CONTROL		ADDITIONAL IDLE EMISSIONS CONTROL <sup>5</sup>					
N/A		N/A					
ENGINE (L)		ENGINE MODELS / CODES (rated power, in hp)					
6.8		F450/550 Chassis Cab / FFA18N05, FFA18P05, FFA18S0M; Step Van / DFA18R05, DFA18S05; Motor Home / DFA18Q05; F650 Chassis Cab / DFA18A05 (362 for all codes)					

<sup>1</sup> =not applicable; GVWR=gross vehicle weight rating; 13 CCR xyz=Title 13, California Code of Regulations, Section xyz; 40 CFR 86.abc=Title 40, Code of Federal Regulations, Section 86.abc; L=liter; hp=horsepower; kW=kilowatt; m=hour;  
<sup>2</sup> CNG/LNG=compressed/liquefied natural gas; LPG=liquefied petroleum gas; E85=65% ethanol fuel; MF=multi fuel a.k.a. BF=bi fuel; DF=dual fuel; FF=flexible fuel;  
<sup>3</sup> L/MH HDO=light/medium/heavy heavy-duty diesel; UB=urban bus; HDO=heavy duty Otto;  
<sup>4</sup> ECS=emission control system; TWC/OC=three-way/oxidizing catalyst; NAC=NOx adsorption catalyst; SCR-U / SCR-N=selective catalytic reduction - urea / - ammonia; WU (prefix) =warm-up catalyst; DPF=diesel particulate filter; PTOX=periodic trap oxidizer; HO2S/O2S=heated/oxygen sensor; HAFS/AFS=heated/air-fuel-ratio sensor (a.k.a., universal or linear oxygen sensor); TBI=throttle body fuel injection; SFV/MFI=sequential/multi port fuel injection; DGI=direct gasoline injection; GCARB=gaseous carburetor; IDI/DDI=indirect/direct diesel injection; TC/SC=turbo/super charger; CAC=charge air cooler; EGR / EGR-C=exhaust gas recirculation / cooled EGR; PAIR/AIR=pulsed/secondary air injection; SPL=slope puff limiter; ECM/PCM=engine/powertrain control module; EM=engine modification; 2 (prefix)=parallel; (2) (suffix)=in series; AMOX=ammonia oxidation catalyst;  
<sup>5</sup> ESS=engine shutdown system (per 13 CCR 1956.8(a)(6)(A)(1)); 30g=30 g/hr NOx (per 13 CCR 1956.8(a)(6)(C)); APS=internal combustion auxiliary power system; ALT=alternative method (per 13 CCR 1956.8(a)(6)(D)); Exempt=exempted per 13 CCR 1956.8(a)(6)(B) or for CNG/LNG fuel systems; N/A=not applicable (e.g., Otto engines and vehicles);  
<sup>6</sup> EMD=engine manufacturer diagnostic system (13 CCR 1971); OBD(F)(P)(S)=full/partial/ partial with fine/ on-board diagnostic.

Following are: 1) the FTP exhaust emission standards, or family emission limit(s) as applicable, under 13 CCR 1956.8; 2) the SET and NTE limits under the applicable California exhaust emission standards and test procedures for heavy-duty diesel engines and vehicles (Test Procedures); and 3) the corresponding certification levels, for this engine family. "Diesel" CO, SET and NTE certification compliance may have been demonstrated by the manufacturer as provided under the applicable Test Procedures in lieu of testing. (For flexible- and dual-fueled engines, the CERT values in brackets [ ] are those when tested on conventional test fuel. For multi-fueled engines, the STD and CERT values for default operation permitted in 13 CCR 1956.8 are in parentheses.).

in g/bhp-hr	NMHC		NOx		NMHC+NOx		CO		PM		HCHO	
	FTP	SET	FTP	SET	FTP	SET	FTP	SET	FTP	SET	FTP	SET
STD	0.14	*	0.20	*	*	*	14.4	*	0.01	*	0.01	*
CERT	0.01	*	0.10	*	*	*	4.1	*	0.002	*	0.000	*
NTE	*	*	*	*	*	*	*	*	*	*	*	*

<sup>4</sup> g/bhp-hr=grams per brake horsepower-hour; FTP=Federal Test Procedure; EURO=Euro III European Steady-State Cycle, including RMCSET=ram mode cycle supplemental emissions testing; NTE=Not-to-Exceed; STD=standard or emission test cap; FEL=family emission limit; CERT=certification level; NMHC/HC=non-methane/hydrocarbon; NOx=oxides of nitrogen; CO=carbon monoxide; PM=particulate matter; HCHO=formaldehyde; (Rev.: 2007-02-26)

BE IT FURTHER RESOLVED: For the listed engine models the manufacturer has submitted the materials to demonstrate certification compliance with 13 CCR 1965 (emission control labels), 13 CCR 2035 et seq. (emission control warranty), and 13 CCR 1971.1 (on-board diagnostic).

Engines certified under this Executive Order must conform to all applicable California emission regulations.

The Bureau of Automotive Repair will be notified by copy of this Executive Order.

Executed at El Monte, California on this 3rd day of June 2014.



Annette Hebert, Chief  
Emissions Compliance, Automotive Regulations and Science Division



## Natural Gas Vehicle Resources

### Green Alternative Systems:

- <http://www.greenalternativesystems.com/>

### Ford QVM Program Information:

- <https://www.fleet.ford.com/truckbbas/topics/qvm/alternative.html>

### NGV Station Locator:

- [http://www.afdc.energy.gov/fuels/natural\\_gas\\_locations.html](http://www.afdc.energy.gov/fuels/natural_gas_locations.html)

### Luxfer Cylinder Manual:

- <http://www.luxfercylinders.com/support/697-g-stor-carbon-composite-cylinder-user-manual-alterative-fuel-cylinders>
- <http://www.luxfercylinders.com/>

### LandiRenzo:

- <http://www.landiusa.com/>

### NGV Industry Information:

- <http://www.afdc.energy.gov/>
- <http://www.ngvamerica.org/>
- <http://www.fleetsandfuels.com/>
- <http://www.cngvc.org/index.php>

### Additional Training Resources:

- <http://shop.csa.ca/en/canada/inv/2703393>
- <http://www.naftc.wvu.edu/>
- <http://www.ngvi.com/>



### High Idle Applications:

High idle and/or slow driving speeds can cause Catalyst Efficiency codes, which engages the vehicles Check Engine Light. The Check Engine Light is caused by the vehicle not reaching the proper burn off temperature. This condition is prevalent in various applications, such as airport shuttle applications. The condition occurs with all fuels, Gasoline, Propane, and Natural Gas.

### Recommended Service:

All OEM maintenance procedures in the vehicle owner's manual should be followed, as well as the CNG fuel system specific procedures listed in the table below. The services shown in this schedule should be repeated through the lifetime of the vehicle according to the intervals below. The schedule reflects the *minimum* requirements. Depending on vehicle usage, fuel quality, geographic location, and duty cycle, more frequent service may be required.

### CNG Component Maintenance Schedule

Course of Action	Interval
Leak Check	5,000 Miles
Drain High Pressure Filter	5,000 Miles
Replace High Pressure Filter Element	10,000 Miles
Replace Low Pressure Filter Element and Drain	5,000 Miles
Perform Visual Inspection of CNG Hoses and Tubing	12,000 Miles
Perform Visual Inspection of Stainless Steel Fittings	12,000 Miles
Perform Visual Inspection of CNG Cylinder Shields	12,000 Miles
Check PCM Scanner Data	12,000 Miles
Replace Spark Plugs	24,000 Miles
Replace Oxygen Sensors	80,000 Miles
Replace Ignition Coils	100,000 Miles
High Idle Procedure	Weekly

### Note:

Engine oil should be replaced at the Service Intervals specified in your vehicle owner's manual OR every 200 engine hours, whichever comes first. Never exceed 300 hours on any engine oil. See your vehicle owner's manual for instructions on reading the engine hours from the instrument panel, or install an hour meter on your vehicle.



**ELDORADO  
2003 CNG AEROTECH  
25' Ford E-450**

**Eldorado CNG Aerotech.pdf**

# SECTION 10 - BUS MAINTENANCE

## CHECKLISTS



### BUS MAINTENANCE

On the following pages are checklists that show when certain maintenance procedures should be completed to help maintain a properly operating bus. **These checklists are intended as supplements - not substitutes - for the maintenance schedules provided by the manufacturers of the vehicle's chassis or other major components.**

These checklists focus on bus maintenance rather than chassis maintenance. The lists are not comprehensive and do not cover many critical areas such as engine or chassis lubrication. As such, it is the bus owner's responsibility to consult the materials assembled in the ElDorado National Operation, Service, and Parts Manual for more complete information on keeping your bus in top condition.

Furthermore, persons responsible for chassis maintenance should follow the recommendations on service intervals, maintenance procedures, lubrication specifications, & approved service parts that are provided by the Ford, Chevrolet, or International owners' manuals and maintenance charts. Failure to do so may void the chassis manufacturers' warranties.

The following checklists are organized into Daily, Weekly, Monthly, Semi-Annual, Annual, and Cyclical (dependant on cycles, mileage, or hours) tables so that the lists can be copied and kept in the bus for convenient maintenance updates. Additional information regarding each point may be obtained by referring to the corresponding "Area of Bus" section in the Operation, Service, & Parts Manual. Please note that some items on the checklists may not be applicable to your vehicle and that copies and alterations can be made as needed for each unit being maintained.

### DRIVERS' RESPONSIBILITIES

Regardless of who is responsible for bus maintenance, **it is the driver's responsibility to report - in writing - any problems he encounters while operating the vehicle.** Anything that might affect the safe operation of the bus should be reported promptly. System malfunctions or unusual conditions including, but not limited to, the following should be reported immediately:

- Steering
- Lights
- Tires
- Suspension
- Windows
- Seat latching mechanisms
- Unusual vibrations
- Unusual odors (for example, the smell of hot rubber or burning insulation)
- Brakes
- Windshield washers and wipers
- Power train (engine, transmission)
- Doors
- Wheelchair lifts and restraints
- Unusual noises
- Unusual exhaust noises or fumes

## DAILY MAINTENANCE CHECKLIST

ITEM	SUGGESTED MAINTENANCE	AREA OF BUS	DONE
Fuel	Fill fuel tank with engine off. Fill daily or as needed.	Driver's Area	
Driver's Compartment	Clean & inspect.	Driver's Area	
Driver's Seat	Check operation of adjusting mechanism.	Driver's Area	
Driver's Seat Belt	Inspect for damage.	Driver's Area	
Driver's Window (chassis)	Check operation.	Driver's Area	
Driver's Door	Check alignment, latch, & seals.	Driver's Area	
Windshield, Driver's Door Window	Clean & inspect for damage.	Driver's Area	
Fire Extinguisher	Check mounting & charge pressure.	Driver's Area	
First Aid Kit	Check contents. Replenish as needed.	Driver's Area	
Flare & Reflective Hazard Sign Kit	Check contents.	Driver's Area	
Floor Covering	Inspect for damage, wear, tears, & fasteners. Clean with vacuum or damp mop.	Driver's Area	
Mirrors (Interior)	Inspect for damage. Adjust for good view.	Driver's Area	
Mirrors (Exterior)	Inspect for loose or damaged support arms & brackets. Adjust for good view.	Driver's Area	
Front Destination Sign & Additional Destination Signs	Inspect for damage & leaks. Check light.	Driver's Area	
Sun Visor	Check to see that visor stays in place. Tighten as needed.	Driver's Area	
Windshield Wipers & Washers	Check blades for streaking. Fill washer fluid reservoir as needed.	Driver's Area	
Defroster & Front Heater Blowers	Check operation by turning on the fan & defroster with the engine running.	Driver's Area	
Dashboard Warning Lights	Warm up the engine. No red light should show & no buzzer should sound.	Driver's Area	
Front Heater	Check operation with engine running.	Driver's Area	

## DAILY MAINTENANCE CHECKLIST (continued-Page 2)

ITEM	SUGGESTED MAINTENANCE	AREA OF BUS	DONE
Fast Idle Switch	Check engine RPMs. Adjust daily or as needed.	Driver's Area	
Roof Escape Hatch	Check operation, then close & latch the hatch. Check seals.	Doors	
Wheelchair Lift	Check operation. Inspect & adjust.	Doors	
Wheelchair Door/Brake Interlock	Check by trying to move the bus with the wheelchair lift door open.	Doors	
Door Switch (Air or Electric Doors)	Check operation.	Doors	
Door Emergency Release (Vapor Doors only)	Turn red emergency handle. Check operation.	Doors	
Doors & Controls	Open, then close doors. Observe the action of the door.	Doors	
Passenger Door/Brake Interlock	Check by trying to move the coach with the passenger door open.	Doors	
Passenger Entry Steps	Clean & inspect for loose treads.	Doors	
Manual Opener Linkage	Observe, lubricate, & adjust as needed.	Doors	
Door Seals	Inspect for damage.	Doors	
Rear Emergency Exit Door	Check operation. Be sure instructions are clearly visible.	Doors	
Door Flop (Panel) Alignment	Check & adjust daily or as needed.	Doors	
Passenger Seats	Clean. Inspect for damage & loose fasteners.	Seating	
Passenger Area	Check for damage, misplaced items, & personal effects left behind by passengers.	Floors & Interiors	
Carpeting	Vacuum. Clean any spills. Check for damage to carpeting (rips, tears, stains, etc.).	Floors & Interiors	
Rubber Floor Covering	Clean using a warm soap & water solution. Avoid excessive use of water. Check for damage to floor rubber (rips, tears, stains, etc.).	Floors & Interiors	
Closures, Access Doors	Check for secure latching.	Exterior	
Reflectors	Inspect for damage. Clean as needed to assure the reflectors' visibility.	Exterior	

**DAILY MAINTENANCE CHECKLIST (continued-Page 3)**

ITEM	SUGGESTED MAINTENANCE	AREA OF BUS	DONE
Body Exterior	Clean body & windows daily or as needed to maintain the appearance of the bus.	Exterior	
Exterior Finish & Panels	Inspect for scratches , dents, & cracks. Retouch & repair as needed.	Exterior	
Rub Rails	Inspect for damage.	Exterior	
Skirt Panels	Inspect for damage.	Exterior	
Back-up Alarm Horn	Check by listening for the horn while backing the bus.	Electric & Lighting	
Clearance, Marker, & Identification Lights	Check operation, clean lenses.	Electric & Lighting	
Curb Lights	Check operation, clean lenses.	Electric & Lighting	
Directional Lights	Check operation, clean lenses.	Electric & Lighting	
Hazard Warning Lights	Place 'hazard' switch in 'on' position & check operation of front, side, & rear lights.	Electric & Lighting	
Headlights	Check high & low beam operation.	Electric & Lighting	
Horn	Check operation.	Electric & Lighting	
Interior Lights	Check operation.	Electric & Lighting	
Step Well Lights	Check operation, clean lenses.	Electric & Lighting	
Emergency Exit Lights	Check operation.	Electric & Lighting	
Emergency Exit Warning Lights	Open emergency door or window with ignition on. Warning should be activated.	Electric & Lighting	
Reading Lights	Check & repair as needed.	Electric & Lighting	
Exterior Lights	Check operation, mounting, & lenses.	Electric & Lighting	
Tires	Check cold for proper air pressure. Look for bulges, knots, cuts, punctures, abrasions, & separation.	Chassis, Suspension, Wheels, & Tires	

## DAILY MAINTENANCE CHECKLIST (continued-Page 4)

ITEM	SUGGESTED MAINTENANCE	AREA OF BUS	DONE
Tires	Inspect for damaged valve stems. Replace missing valve caps.	Chassis, Suspension, Wheels, & Tires	
Wheels	Inspect rims & wheels for damage.	Chassis, Suspension, Wheels, & Tires	
Air Conditioning Control System (Check Daily During Seasonal Usage)	Check the operation by placing the A/C system switch in the 'on' position & A/C control to 'cool', then observe operation.	Major Options	
Compartment Access Doors	Check operation & adjustment.	Major Options	
Heater, Passenger Compartment (Check Daily During Seasonal Usage)	Check operation using in-dash temperature control & console fan control.	Major Options	
Luggage Rack	Check for rigidity & loose mounting.	Major Options	
Luggage Compartment	Clean & inspect for damage & proper latching. Check lights, locks, & warning signals, if so equipped.	Major Options	
Public Address System	Turn on, check operation, & adjust volume. See that microphone bracket is secure.	Major Options - Driver's Area	
Audio-Visual Center	Clean, check wiring connections & fasteners. Check daily or as needed.	Major Options - Driver's Area	
Destination Sign	Clean, check lighting & sign display. Check daily or as needed to insure proper operation.	Major Options - Driver's Area	
Fare Box	Clean, check lighting. Keep box locked when in service.	Major Options - Driver's Area	
Fresh Water Supply	Fill only with potable water daily or as needed. Keep access door locked. Drain when center is not in use.	Major Options	
Holding Tank	Drain into a suitable disposal facility daily or as needed.	Major Options	
Restroom Sink	Clean with household detergent or cleaner recommended for plastics. Clean bell trap if necessary. Check pump operation. Check and/or clean daily or as needed.	Major Options	
Recirculating Toilet	Recharge with fresh water, add deodorant. Check flushing action. Evacuate in a designated black water disposal facility. Clean with detergent or cleaner recommended for plastics. Check and/or clean daily or as needed.	Major Options	
Water Systems	Drain & rinse frequently. Winterize for cold weather service.	Major Options	
Refreshment Center Sink & Refrigerator	Clean refrigerator, sink, & cabinet daily or as needed using a mild detergent. Avoid abrasive cleansers. Check operation of water pump. Clean bell trap, if necessary.	Major Options	

## WEEKLY MAINTENANCE CHECKLIST

ITEM	SUGGESTED MAINTENANCE	AREA OF BUS	DONE
Compressor Tank (Air Door only)	Bleed to remove water.	Doors	
Side Windows	Clean & inspect for damage.	Windows	
Ventilating (Slider) Windows	Check latches & operation. Lubricate slides with silicone, if needed.	Windows	
Emergency Exit Windows	Check latches & seals. Emergency exits windows must open freely. Lubricate if needed.	Windows	
Roof Skylight	Clean. Check seals for leaks.	Windows	
Handrails, Stanchions, Modesty Panels	Inspect for damage & loose mounting bolts.	Floors & Interiors	
Interior Trim	Inspect for damage & missing screws.	Floors & Interiors	
Wall Paneling	Clean, check for loose fasteners.	Floors & Interiors	
Underbody	Flush with water to wash away road debris.	Exterior	



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## MONTHLY MAINTENANCE CHECKLIST

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ITEM	SUGGESTED MAINTENANCE	AREA OF BUS	DONE
Battery Mounting	Check that hold-down clamps are tight & in good condition.	Electric & Lighting	
Auxiliary 8-D Battery	Check tray & clamps.	Electric & Lighting	
Air Circulation System	Clean air intake & exhaust grilles at the rear of the bus.	Major Options	
Louvers - Inside Air	Clean.	Major Options	

**SEMI-ANNUAL MAINTENANCE CHECKLIST** (Every 6 months) \_\_\_\_\_

ITEM	SUGGESTED MAINTENANCE	AREA OF BUS	DONE
All Door Seals	Apply a light coat of silicone to keep rubber supple.	Doors	
Door Motor & Base Plate	Check mounting bolts & adjusting screw jam nuts for tightness.	Doors	
Door Opening & Closing Speed (Air Doors Only)	Check for proper speed. Adjust as necessary.	Doors	

**ANNUAL MAINTENANCE CHECKLIST** \_\_\_\_\_

ITEM	SUGGESTED MAINTENANCE	AREA OF BUS	DONE
Wheelchair Lift	Have dealer inspect & service. Change pump oil.	Doors	

## CYCLICAL MAINTENANCE CHECKLIST

ITEM	SUGGESTED MAINTENANCE	FREQUENCY	AREA OF BUS	DONE
Passenger Entry Door	Inspect for damage, lubricate lower pins.	Every 2,000 cycles	Doors	
Passenger Entry Door	Check for damage & loose bolts. Lubricate upper pins.	Every 6,000 cycles	Doors	
Skirt-Mounted Condenser	Inspect, clean coil & fins with jet of water. Straighten bent fins when necessary.	Every 100 operating hours	Major Options	
Air Conditioning Compressor	Check compressor drive belt condition & tension.	Every 100 operating hours	Major Options	
Air Conditioning Compressor	Check compressor cylinder under load. Adjust if needed.	Every 100 operating hours	Major Options	
Air Conditioning Compressor Clutch Assembly	Check for signs of overheating or slippage.	Every 100 operating hours	Major Options	
Air Conditioning System, General	Inspect hoses, hose clamps, fan, fan guard. Check belts & fittings for tightness.	Every 300 operating hours	Major Options	
Air Conditioning Refrigerant Level	Check refrigerant level at receiving tank sight glass. Check for refrigerant oil leaks. Check charge.	Every 600 operating hours	Major Options	
Condenser Fan Drive Motors	Inspect fan blades for damage & proper clearance to shroud. Inspect brushes for wear.	Every 600 operating hours	Major Options	
Evaporator	Check air temperatures in & out. Temperature drop should be 15° to 20° F.	Every 600 operating hours	Major Options	
Evaporator Fins	Clean coil & straighten bent fins.	Every 600 operating hours	Major Options	
Refrigerant Valves	Inspect valve cap seals for damage & valve caps for proper tightness.	Every 600 operating hours	Major Options	
Evaporator Blower Motors	Check fan wheel alignment & mounting bolts for tightness. Inspect brushes for wear.	Every 600 operating hours	Major Options	
Refrigerant System	Check hoses & tubing for leaks.	Every 600 operating hours	Major Options	
Air Conditioning Compressor	Check compressor & platform mounting bolts for tightness.	Every 600 operating hours	Major Options	
Air Conditioning Compressor Clutch Assembly	Check wiring harness.	Every 600 operating hours	Major Options	
Refrigerant Pressure	Check with manifold gauge	Every 1,000 operating hours	Major Options	
Dual Wheel Lug Nuts	Check torque. Tighten as needed.	At 100 miles, 500 miles, & every 6,000 miles thereafter	Chassis, Suspension, Wheels, & Tires	

## CYCLICAL MAINTENANCE CHECKLIST (continued-Page 2)

ITEM	SUGGESTED MAINTENANCE	FREQUENCY	AREA OF BUS	DONE
Wheel Lug Nuts	Check torque. Tighten as needed.	At 500 miles & every 6,000 miles thereafter	Chassis, Suspension, Wheels, & Tires	
Air-Ride Suspension Assembly	Check torque on nuts, bolts, & fittings. Tighten or replace.	At 1,000 miles, 3,000 miles, & every 12,000 miles thereafter	Chassis, Suspension, Wheels, & Tires	
Brake Retarder	Check & do mechanical maintenance.	See Brake Retarder Manual	Chassis, Suspension, Wheels, & Tires	
Brake Retarder	Wash with pressurized water (no detergent).	Every 3,000 to 6,000 miles	Chassis, Suspension, Wheels, & Tires	
Brake Retarder	Lubricate (see Brake Retarder Manual).	At 3,000 miles & every 6,000 miles thereafter	Chassis, Suspension, Wheels, & Tires	
Driver's Seat	Check seat mounting bolt tightness.	Every 6,000 miles	Seating	
Battery, Low Maintenance Type	Check. Add electrolytes as needed.	Every 6,000 miles	Electric & Lighting	
Passenger Seats	Check seat mounting bolts & brackets.	Every 12,000 miles	Seating	
Underbody	Check welds at frame & outriggers, bulkheads, & body frame.	Every 12,000 miles	Exterior	
Battery	Clean & inspect for damage.	Every 12,000 miles	Electric & Lighting	
Tires	Rotate tires.	Every 12,000 miles	Chassis, Suspension, Wheels, & Tires	
Wheel Mounting Studs	Check for damaged threads.	At least every 12,000 miles or more often	Chassis, Suspension, Wheels, & Tires	
Air-Ride Springs & Shock Absorbers	Check for damage or wear. Replace if necessary. Correct any condition causing abrasion of air bags.	Every 12,000 miles	Chassis, Suspension, Wheels, & Tires	
Tag Axle & Front Pivot Connections	Check for looseness. Retorque or replace parts as needed.	Every 12,000 miles	Chassis, Suspension, Wheels, & Tires	
Battery Cables	Check for frayed or damaged cables.	Every 24,000 miles	Electric & Lighting	
Battery Cables	Inspect for loose or corroded terminal connections & clamps.	Every 24,000 miles	Electric & Lighting	

## CYCLICAL MAINTENANCE CHECKLIST (continued-Page3)

ITEM	SUGGESTED MAINTENANCE	FREQUENCY	AREA OF BUS	DONE
Headlights	Check headlights, aim & adjust.	Every 24,000 miles or more often as needed	Electric & Lighting	
Wiring	Check. See that cables are away from sharp edges & moving parts.	Every 24,000 miles	Electric & Lighting	
Heater Core	Clean & straighten bent fins.	Every 24,000 miles	Major Options	
Heater Lines	Inspect for leaks & wear.	Every 24,000 miles	Major Options	
Brake Retarder	Check by authorized service department to insure proper operation.	Every 30,000 miles	Chassis, Suspension, Wheels, & Tires	

**Attachment 12 Services Agreement (RFP NO. 17-18/27)**

**OAKLAND INTERNATIONAL AIRPORT**

**AGREEMENT**

**FOR**

**AIRPORT SHUTTLE BUS FLEET MAINTENANCE SERVICES,**

**BETWEEN**

**CITY OF OAKLAND,  
A MUNICIPAL CORPORATION, ACTING BY AND THROUGH ITS  
BOARD OF PORT COMMISSIONERS**

**AND**

---

**DATED**

---

**METROPOLITAN OAKLAND INTERNATIONAL AIRPORT**

**AGREEMENT**

**FOR**

**AIRPORT SHUTTLE BUS FLEET MAINTENANCE SERVICES**

**BETWEEN**

**CITY OF OAKLAND,**

**A MUNICIPAL CORPORATION ACTING BY AND THROUGH**

**ITS BOARD OF PORT COMMISSIONERS**

**AND**

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**DATED**

**JULY 01, 2018**

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## **LIST OF EXHIBITS**

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EXHIBIT R – FAA AIP GRANT-REQUIRED PROVISIONS

**AGREEMENT FOR  
AIRPORT SHUTTLE BUS FLEET MAINTENANCE SERVICES**

**THIS AIRPORT SHUTTLE BUS FLEET MAINTENANCE SERVICES AGREEMENT**, dated as of the **1st day of July 2018** (“Agreement”), is entered into by and between the CITY OF OAKLAND, a municipal corporation (“City”), acting by and through its Board of Port Commissioners (hereinafter referred to as the “Port”), and \_\_\_\_\_, a \_\_\_\_\_, as the Contractor (hereinafter referred to as the “Contractor”).

**W I T N E S S E T H**

**WHEREAS**, the Port desires to obtain the services that are specifically set forth in this Contract at Oakland International Airport (the “Airport”); and

**WHEREAS**, the Port desires to have a qualified and experienced Contractor to provide for Airport Shuttle Bus Fleet Maintenance Services at the Airport, further identified on **EXHIBIT “Q”**, SECTION II, subject to modification by the Port as provided for in this Agreement; and

**WHEREAS**, the Port has solicited proposals from firms with experience and expertise in the maintenance and repair service of CNG-powered heavy duty transit vehicles; and

**WHEREAS**, in response to such solicitations by the Port through the Port’s Request for Proposals for Airport Shuttle Bus Fleet Maintenance Services (the “RFP”), the Contractor has submitted a Proposal (the “Proposal”) in response to this RFP; and

**WHEREAS**, the Contractor has the requisite experience and expertise necessary to provide such services as desired by the Port; and

**WHEREAS**, the Port desires to accept the Proposal in order to retain Contractor as an independent Contractor to manage the Airport Shuttle Bus Fleet Maintenance Services in accordance with this Agreement;

**NOW, THEREFORE**, in consideration of the terms, covenants and conditions contained herein to be kept and performed by the respective parties hereto, **IT IS MUTUALLY AGREED AS FOLLOWS:**

**1. RETENTION OF CONTRACTOR**

The Port does hereby retain Contractor, and Contractor agrees with the Port, to manage, operate and provide, as an independent contractor, the Airport Shuttle Bus Fleet Maintenance Services as described in this Agreement (hereafter the “Contract Maintenance Services” or the “Services”). The Contractor agrees to provide such Services as directed from time to time by the Port’s Executive Director or Director of Aviation (hereinafter the “Director”) or the Director’s designees as authorized in writing as a designee by the Director. The

Contractor shall be responsible for all functions related to staffing, supervision and overall professional management of the Services hereunder, including hiring, training, scheduling, evaluating services and coordinating with Port staff.

## 2. TERM OF AGREEMENT

### 2.1 Term

This Agreement shall have an initial term of three (3) years commencing **July 01, 2018** (“Commencement Date”), and terminating at 11:59 P.M. on **June 30, 2021**, unless the Port exercises one or more of its extension options provided for in Section 2.2 below in which case this Agreement shall terminate the last day of the last Extension Term exercised by the Port pursuant to Section 2.2 below. The term “Contract Term” shall mean the term of this Agreement as provided in this Section 2.1 and any Extension Term of this Agreement resulting from the Port’s exercise of its extension options under Section 2.2 below.

### 2.2 Agreement Extension Options

The Port shall have the right, at its sole discretion, to extend this Agreement for up to two (2) extension periods of one (1) year each (each referred to herein as an “Extension Term”). Each extension option shall be exercised by the Port providing notice thereof in writing to Contractor not less than sixty (60) days before the last day of the initial term or applicable Extension Term.

### 2.3 Transitional Period

For a period of thirty days prior to the Commencement Date (the “Transition Period”), Operator shall have access to the bus fleet to prepare for Operator’s commencement of the Services on the Commencement Date. Prior to the commencement of the Transition Period, Operator shall furnish the certificates of insurance to the Port of Oakland Risk Management Department evidencing that the insurance requirements under the Agreement are met. The indemnity provisions of Section 18 shall apply to Operator’s acts or omissions or the acts or omissions of Operator’s officers, agents, employees, contractors, subcontractors, subtenants, invitees, vendors, suppliers or licensees during the Transition Period to the same extent such provisions apply during the Contract Term.

### 3. SCOPE OF SERVICES; CONTRACTOR'S OBLIGATIONS

Contractor agrees to comply and provide the services as specified in EXHIBIT "Q", entitled SCOPE OF SERVICES; CONTRACTOR'S OBLIGATIONS, which is attached to and made a part of the Agreement.

### 4. ANNUAL OPERATING SERVICE BUDGET

Contractor shall provide the Contract Maintenance Services within budget amounts established pursuant to this Agreement. The ANNUAL OPERATING SERVICES BUDGET, for the initial one year term of this Agreement is attached hereto as EXHIBIT "A" and made a part of the Agreement and incorporated herein by reference (the "Shuttle Bus Fleet Maintenance Budget"). The Budgets for any Extension Term will be prepared by Contractor and approved by Port in accordance with the requirements of EXHIBIT "C", and any reference to a "Budget" in this Agreement for the initial term shall refer to the applicable Budget attached to this Agreement, and for any Extension Term shall refer to a Budget so approved by Port. Except for expenses approved by the Port for those expenses relating to additional services or for timing variations, and except as otherwise expressly provided in this Agreement, the annual budget set forth in the Budget will establish the maximum amount reimbursable by the Port for the fiscal year.

Where this Agreement or any of its Exhibits requires the Port's approval of any expenditure to be reimbursed by Port to Contractor or of any increase in the amount of any payment to be made by Port to Contractor hereunder, the Port's approval must be in writing and must be from the Director or the Designee, but notwithstanding any provision of this Agreement or any of its Exhibits to the contrary, such approval may be obtained before any such expenditure was incurred by Contractor.

### 5. COMPENSATION

Port shall pay Contractor an amount not to exceed \$ [ ] for the five (5) year term of the Agreement for Contractor's services. The terms, rate and schedule of payments are set forth in the attached EXHIBIT "B".

Contractor shall include the Agreement number provided by the Port on all requests for payments and shall submit invoices no more frequently than monthly to the Port's Airport Business Office. The Port will reimburse for all completed Services within thirty (30) calendar days after the Port's receipt of a properly completed invoice covering those Services, subject to the Port's set-off rights provided for in this Agreement. Invoices shall detail the number of hours worked in increments of fifteen (15) minutes and shall reflect the agreed rates for Preventative and Non-Preventative Maintenance Services regardless of the time of day, day of week, or holiday. Until the Port has been provided with invoices that have been properly completed in accordance with the requirements of this Section 5, and

with such supporting documentation as the Director or the Designee shall reasonably request, which may include, without limitation, employee time sheets, time cards and payroll receipts, parts, supplies and outside services, Port shall have no obligation to pay Contractor any of the invoiced amounts.

Payment for all Services provided by all of Contractor's office staff shall be included in the rate set forth in attached EXHIBIT "B" and shall not be paid for as a separate item.

#### 5.1 Total Hourly Rate

The Port shall reimburse Contractor at the Total Hourly Rate of \$\_\_\_\_\_, and Contractor agrees to provide services and repairs designated as unscheduled, Non-Preventative Maintenance Services or repairs not included as preventative scheduled maintenance services and/or as directed from time to time by the Director or the Designee replace components, parts, and assemblies not considered normal routine repairs on a time and materials basis using the Total Hourly Rate set forth in attached EXHIBIT "B".

The Port will reimburse Contractor at the agreed upon labor rates for all Non-Preventative Maintenance Services delivered that are approved by the Port per the terms of this Agreement. Contractor will charge the Port for parts, supplies, and outside services as the items or services are used, and as reflected in the Contractor's repair order.

#### 5.2 Parts, Materials, and Supplies

The Contractor agrees to provide parts, materials and supplies procurement, stocking and disbursement services for all services and repairs designated as Non-Preventative Maintenance. The actual cost of the parts will be at the Contractor's cost (including freight, taxes, and any discounts) and will include a percentage mark up of \_\_\_\_\_% for overhead costs or handling expenses as set forth in attached EXHIBIT "B".

The Port and the Contractor will cooperate in establishing and managing an annual budget for non-preventative bus maintenance services and repairs. Contractor shall provide the Contract Maintenance Services within budget amounts established pursuant to this Agreement. The ANNUAL OPERATING SERVICES BUDGET, for the initial one year term of this Agreement is attached hereto as EXHIBIT "A" and made a part of the Agreement and incorporated herein by reference (the "Shuttle Bus Fleet Maintenance Budget").

#### 5.3 Preventative Maintenance Cost

The Preventative Maintenance Service Cost per bus per month includes all of the Contractor's costs associated with contractor-supplied labor, parts, supplies, materials and equipment incurred by the Contractor to provide preventative maintenance services and repairs at regular mileage intervals and in compliance with the original equipment manufacturer's (OEM) specifications.

The Port shall reimburse Contractor at the fixed Preventative Maintenance Service Cost Rates of as set forth in attached EXHIBIT “B”.

<b>Bus Type</b>	<b>2018 CNG ElDorado 32' Aero Elite</b>	<b>2009 CNG ElDorado 40' Axess Low Floor</b>	<b>2003 CNG ElDorado 25' AeroTech</b>
Monthly PM Cost per Bus Type			

The Port will reimburse up to the agreed upon fixed Preventative Maintenance Service amount, but any cost incurred for the provision of Preventative Services exceeding the agreed amount on an annual basis will be borne entirely by the Contractor.

#### 5.4 Unusual Costs

The Contractor may petition the Port for an adjustment to the Annual Operating Budget at reasonable times on the basis of unusual changes in the Contractor's cost of doing business. For purposes of this Section 5.4, unusual changes are items not covered by the agreement that occur as a result of external events and through no fault of the successful Proposer such as changes in local, state, or federal laws, regulations, natural catastrophes, civil disturbances, or similar extraordinary events. Unusual costs will not include price increases occurring in the ordinary course of doing business.

Contractor may request a rate adjustment no more frequently than annually for the ensuing Extension Term to reflect actual increases in Contractor's cost to perform the Services that have been documented by Contractor to the satisfaction of the Director or the Designee. In no event shall the rate adjustment be more than the change in the Consumer Price Index. Any request for a rate adjustment shall be submitted to the Port in writing no less than ninety (90) calendar days prior to the end of the current year of the Operating Term, and adjustments approved by the Director shall be effective as of the beginning of the next Extension Term.

#### 5.5 Costs Adjustment for Contract Renewal

The annual operating budget shall be adjusted for the second and subsequent years of the Contract prior to the end of the previous contract term. During the annual contract renewal meeting between Port and the Contractor, the Contractor's performance will be reviewed. The meeting shall include a review of the Contractor's cost of doing business. Escalation of the approved Total Hourly Rate for the ensuing year shall not exceed the change in the Consumer Price Index for all urban consumers in the Transportation Category for the State of California for the prior year, or three percent (3%), whichever is less, or such greater amount



as the Port may approve in writing, which approval may be granted or denied in the Port's sole discretion. Changes to the Contract shall be documented in a Contract Amendment.

For the purposes of this Agreement the "change in the Consumer Price Index" is defined as the difference between the Consumer Price Index, Urban Wage Earners and Clerical Workers, (base year 1982 - 1984 = 100) for the San Francisco – Oakland - San Jose CMSA, published by the United States Department of Labor, Bureau of Labor Statistics ("Index") published most immediately preceding the most recent anniversary of the Commencement Date ("Extension Index") and the Index published most immediately preceding the commencement date of the prior term ("Beginning Index"). If the Extension Index published has increased or decreased compared to the Beginning Index, then except as otherwise provided in this Section 5.5, the new Fee shall be set by multiplying the Fee for the prior term by the quotient of Extension Index (numerator) divided by the Beginning Index (denominator).

#### 5.6 Changes In Service Levels and Scope of Services

The Port, through the Director or the Designee, may from time to time by prior written notice to Contractor, increase or decrease the number of transit units in the Airport Parking Lot Shuttle Bus Fleet. In the event the Port proposes to add or and/or reduce the Contractor's scope of service established pursuant to EXHIBIT "Q", the Port shall calculate such Services and shall review the Budgets and Reimbursable Expenses with the Contractor and make respective budgetary adjustments, based upon applicable rates described in this Section 5.

### 6. EXPENSE REIMBURSEMENTS

Contractor shall, pursuant to the reimbursement procedures set forth in attached EXHIBIT "C", bill for only those expenses that constitute Reimbursable Expenses (as defined in attached EXHIBIT "C"), and that are incurred by the Contractor in performing the Contract Maintenance Services.

#### 6.1 Monthly Reports and Budget

Contractor shall submit to the Port accurate monthly reports detailing Reimbursable Expenses for the previous month for which the Contractor is seeking reimbursement from the Port based on the compensation rates described in Section 5, and pursuant to reimbursement procedures set forth in attached EXHIBIT "C" hereof. No later than thirty (30) business days following the Port's receipt of the reports and supporting documentation required by this Agreement and subject to the Port's set-off rights provided for in this Agreement, the Port shall reimburse to the Contractor actual, properly documented expenses, without markup or premium, that are applicable to the month covered by the report, provided such expenses are reimbursable in accordance with attached EXHIBIT "C" ("Reimbursable Expenses"), unless otherwise provided in this Agreement, and as such Budget may be adjusted pursuant to EXHIBIT "C". The provisions of this Section 6.1, and of Section 5 above and EXHIBIT "C", shall not prevent Contractor from being reimbursed for Reimbursable Expenses properly attributable to a month and that were not covered by the report for such month,

provided that (i) any such Reimbursable Expenses could not be properly documented by Contractor at the time such report was submitted to Port, (ii) Contractor submits proper documentation for such expense and an amended report within sixty (60) days after the end of the month in which such Reimbursable Expenses was actually incurred, and (iii) such reimbursement will not cause the total or line items amount for that month for that Service set forth in the approved budget that includes that month to be exceeded unless otherwise provided in this Agreement.

Until receipt of all such certifications, reports and supporting documentation, the Port shall have no obligation to pay to Contractor any of the aforesaid invoiced amounts. The Contractor shall be strictly accountable for all Reimbursable Expenses, and shall provide Port with a detailed monthly budget report, which shall include detailed explanations of significant budget variances. Contractor shall meet with Port staff on a monthly basis to review adherence to the approved annual operating service budget, explain significant variances, and develop a plan to maintain budget adherence. In the event of a disagreement between the Contractor and the Port, the Port retains the sole authority to reasonably and in good faith determine whether or not a proposed expense is reimbursable.

## 6.2 Overbilling and Overpayment

If in any given month, the Contractor submits a report, invoice or bill which overstates the actual expense to the Contractor of a Reimbursable Expense or charges the Port for more than what should properly be charged to the Port pursuant to this Agreement and the Port makes such reimbursements or payments to the Contractor in reliance on such report, invoice or bill, Contractor shall, notwithstanding Port's approval of such type of expenditure pursuant to Section 5 above, immediately:

- 6.2.1 Repay the Port for any such amount of overpayment together with interest equal to twenty-five one-thousandths of one percent (.025%) of such amount for each day from the day the Port made its reimbursement or payment to the Contractor until the day the overpayment is refunded to the Port, but not to exceed the maximum rate of interest permitted by law;
- 6.2.2 If the amount of the overpayment is more than two percent (2%) of the sum which should properly have been reimbursed or paid to the Contractor, the Contractor shall, in addition to Section 6.2.1 above, pay a \$250.00 (two hundred and fifty dollars) Administrative Fee for each invoice, report or bill which overcharges the Port, not to exceed \$500.00 (five hundred dollars) per month, to compensate the Port for the administrative services and burdens in such overpayment recovery; and
- 6.2.3 If the amount of the overpayment is more than five percent (5%) of the sum which should properly have been reimbursed or paid to the Contractor, the Port shall, in addition to remedies provided for in Section 6.2.1 and 6.2.2 above, have the right to terminate this Agreement for cause.

In addition to remedies provided for in Sections 6.2.1 through 6.2.3 above, Contractor shall pay the cost of any audit by the Port Audit Department under Section 7.3 below (including salary, fringe benefits, other direct expenses of the audit and an additional (twenty percent) 20% of those costs to cover administrative charges) if such audit reveals, uncovers or identifies an overpayment of more than two percent (2%) of the sum which properly should have been reimbursed or paid, less a credit for any Administrative Fee charged pursuant to Section 6.2.2 above.

As an example, but without limitation, submitting a duplicate bill, invoice or report or a request for reimbursement resulting in a duplicate payment to the Contractor or a request for reimbursement of an expense that is not a Reimbursable Expense resulting in any payment by Port shall be considered an overpayment by the Port for purposes of this Section 6.2.

The Port's payment of any amount pursuant to Section 5 above or its approval or payment of any expenditure pursuant to this Section 6 or EXHIBIT "C" to this Agreement shall not waive any of the Port's rights under this Section 6.2 unless the amount of the overstatement or the amount of the excess charge was described as such in a written disclosure to the Director or the Designee and was approved in writing by the Director or the Designee after such written disclosure.

Any amount owed by Contractor to Port pursuant to this Section 6.2 or any other provision of this Agreement may be set-off by Port against any other amount payable by Port to Contractor pursuant to this Agreement, including, without limitation, payment of Reimbursable Expenses.

### 6.3 Utilization Reports of Local and Small Business Enterprises

The contractor will provide the Port/Social Responsibility Division (SRD) calendar quarterly reports within 30 days of the quarter ending in the format reflected as Attachment 5-C in the RFP. At the completion of the contract, the contractor will provide Port/SRD with the final report within 30 days of the completion date as reflected in Attachment 5-D in the RFP.

## 7. BOOKS AND RECORDS; ACTIVITY REPORTS

### 7.1 Maintenance and Production of Books and Records

Contractor shall maintain complete and accurate books of account and supporting documentation (collectively "books and records") in a form consistent with generally accepted accounting principles (GAAP), including such books and records as would normally be examined by an independent certified public accountant in performing an audit or examination of Contractor's receipts and expenses in rendering the Services in accordance with generally accepted accounting principles. The Contractor shall maintain full and adequate records in accordance with Port's requirements to show the actual costs incurred by Contractor in the performance of the Services, pursuant to and as set forth in attached EXHIBIT "G".

## 7.2 Inspection of Books and Records

All such books and records shall, upon reasonable notice from Port, be made available either at the offices of the Port or at the offices of the Contractor, for inspection and copying by the Port through its duly authorized representative. If such books and records are not kept and maintained by Contractor within a radius of fifty (50) miles from the offices of the Port at 530 Water Street, Oakland, California, Contractor shall, upon request of the Port, make such books and records available to the Port for inspection at a location within said fifty (50) mile radius or Contractor shall pay to the Port the reasonable and necessary costs incurred by the Port in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably requested by the Port in the course of such inspection. The Port further reserves the right to examine and re-examine and copy said books, records and data during the three (3) year period following the expiration or earlier termination of this Agreement, as evidenced in writing by the Port. The Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after the Port makes the final or last payment under this Agreement; provided, however, that if prior to the expiration of such three (3) year period, any audit, review or investigation is commenced by the Port, or any claim is made or litigation is commenced relating to this Agreement by the Port or the Contractor, such books and records shall continue to be maintained by Contractor, and Port shall continue to have the right to inspect and copy such books and records in the manner stated above, until the audit, claim or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for such appeal).

## 7.3 Audit of Other Records

During the Contract Term of this Agreement, in addition to its rights under Section 7.2 above, the Port, using its own employees or by contracting with a third party, may audit any or all payments made by the Port to Contractor under Section 5 above or as reimbursement for expenses pursuant to this Agreement. In case of such audit, the Contractor shall make available to the Port any and all ledgers, books of accounts, canceled checks, and other records or documents evidencing or relating Reimbursable Expenses, payroll records and staffing schedules of personnel assigned to the Services and such other evidence or information as the Port may require with regard to any payroll or other expenditure charged by the Contractor. The Port shall notify the Contractor of such audit and Contractor shall provide such records in the manner, time and place as provided for in Section 7.2 above and in attached EXHIBIT "G". Contractor's failure to comply shall be subject to administrative fees as specified in attached EXHIBIT "F" and shall also constitute a breach of Contractor's obligations under this Agreement.

## 7.4 Activity Reports

Contractor shall keep and maintain reports as specified in EXHIBITS "D and E," and notwithstanding any provision to the contrary contained in this Agreement shall make such reports available for inspection and review immediately upon request by the Port.

## 7.5 Deductions from Payments to Contractor

The Port shall have the right to deduct from any amount payable to the Contractor (including, without limitation, payment of Reimbursable Expenses), upon written notice, any unauthorized or disputed payments made by Port to Contractor, any Administrative Fees imposed, overpayments of expenses by the Port and any other amounts owed by Contractor to the Port. If the Port is required or elects to pay any sum, or if it incurs any obligations or expenses, because of the failure, inability, neglect or refusal of the Contractor to perform or fulfill any of its obligations under this Agreement, then the Port shall have the right to deduct these sum(s) from any amounts payable to the Contractor including, without limitation, payment of Reimbursable Expenses.

## 7.6 Computer Files

Contractor shall provide, at its expense, a computerized Management Information System to maintain all records of the Shuttle Bus Fleet Maintenance Services provided, which shall be submitted to the Director for review and approval within thirty (30) days from the date of this Agreement. Contractor shall, at its expense, provide to the Port copies, in electronic form, of the back-up files upon written request from the Director or the Designee. In addition, upon the expiration or earlier termination of this Agreement, Contractor shall provide, in electronic form, to the Port all of the back-up files it was required to maintain under this Section 7.6. Contractor's obligations under this Section 7.6 shall not limit its obligations under Section 7.1 above.

Any interest (including copyright interests) of Contractor or its subcontractors or sub-consultants, in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Contractor or its subcontractors or sub-consultants in connection with the Services, shall become the property of the Port. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the Port. With Port's prior written approval, Contractor may retain and use copies of such works for reference and as documentation of experience and capabilities.

## 7.7 Tolling

Contractor agrees to toll commencing on the first day of an audit and ending four (4) years thereafter, any matter arising out of an audit by or on behalf of the Port pursuant to this Agreement. In addition to any tolling provided for in this Section, and regardless of whether or not the Port commences an audit, Contractor agrees to waive, to the greatest extent permitted by applicable law, the defense of laches, statute of limitations, or any other defense based upon the Port's failure to timely file an action with regard to any matter arising out of this Agreement or an audit. The tolling agreement and waiver set forth in this Section shall be inadmissible in any proceeding to determine liability or damages or any issue in dispute (other than such tolling or waiver itself) under this Agreement or an audit.

## ADMINISTRATIVE FEES

EXHIBIT “F”, entitled ADMINISTRATIVE FEES, is attached to and made a part of the Agreement and incorporated herein by reference (“Administrative Fees”).

### 8.1 Reasonable Estimate of Port Expenses

The parties agree that certain aspects of the Contractor’s performance are extremely important to the Port and that the Contractor’s failure to perform these activities will result in administrative and monitoring expenses and burdens on the Port and its staff. Therefore, the parties agree that the Administrative Fees described in attached EXHIBIT “F” are reasonable estimates of such expenses and will be imposed on the Contractor at the sole discretion of the Director or the Designee.

### 8.2 Waiver

If the Contractor disputes the violation that resulted in the imposition of an Administrative Fee, it may submit to the Director of Aviation, within ten (10) days of its receipt of written notice of the Administrative Fee, a written request for a review of such Administrative Fee pursuant to Article 11.3 of Port Ordinance No.4445 (or the comparable provisions of any successor thereto), in which event the hearing procedures set forth in said Article 11.3 shall be applicable to Port and Contractor with respect to such Administrative Fee. The Director of Aviation in his/her sole discretion may elect to waive an assessment of Administrative Fees for a particular violation; however, that waiver shall not apply to prior or subsequent violations and shall not be deemed to set a precedent for further waivers.

### 8.3 Assessment

Any Administrative Fees shall be assessed by the Director of Aviation No Administrative Fees will be assessed if the particular violation is due to any event of Force Majeure, as defined in Section 33.9 below.

## 9. PERSONNEL

EXHIBIT “H”, entitled PERSONNEL, is attached and made a part of this Agreement.

### 9.1 Training Manual

The Contractor shall provide a Training Manual (“Training Manual”) to the Director, within thirty (30) days from the Commencement Date, for review and approval by the Director or the Designee. EXHIBIT “I” attached to this Agreement provides information to assist in structuring the Training Manual and shall be replaced by the Contractor’s Training Manual once approved by the Director or the Designee.

### 9.2 Removal of Employees

The Port, at its sole discretion, reserves the right to require the Contractor to remove, and to keep removed, from the Services any employee, including technicians and supervisors, if said employee has failed to perform in accordance with any of the terms or conditions of the Agreement, or if said employee is alleged to have been involved in wrongdoing, while those allegations are under investigation. The Contractor shall remove from the Services any employee who operates a vehicle recklessly or in a manner that endangers the safety of Airport patrons, under the influence of alcohol or other prohibited substances or who no longer satisfies the requirements set forth in attached EXHIBIT "H". The Contractor will comply with any request to remove any such employee as soon as written notice is received from the Port. Contractor's failure to comply within twenty-four (24) hours of receipt of such notice shall be considered an Event of Default hereunder, entitling the Port to all of the remedies contained in this Agreement. Contractor shall remove any employee of the Contractor on the spot from the Services, if the Contractor is advised that the Director or the Designee has determined in his or her sole discretion that the seriousness of the incident justifies such immediate removal.

## 10. EQUIPMENT

### 10.1 Operating and Maintenance of Equipment

Contractor shall provide and maintain, at its own expense, subject to any applicable reimbursement in accordance with EXHIBIT "C", all office equipment, motor vehicles, and other supplies and equipment required for Contractor to perform its duties and obligations under the Agreement (the "Equipment"). Upon the expiration or earlier termination of this Agreement, Contractor shall return all Port provided Equipment to the Port, with any repairs that Contractor is required to make pursuant to Section 10.3 below completed in a manner that is acceptable to Port.

#### 10.1.1 Special Tools

Port may provide Contractor with functional trouble shooting tools designed to perform vehicle diagnostic tests. Such equipment shall remain the property of the Port. Subject to the provisions of Section 10.3 below, the Port shall, or shall cause a third party selected by Port, to properly maintain such equipment at the Port's expense.

### 10.2 Contractor's Reporting Obligations

Contractor shall immediately report to Port any equipment or vehicle provided by Port that Contractor knows or reasonably should know is in need of service, maintenance, repair or replacement, and such report shall be made to the Airport Business Office during the business hours of 8:30 A.M. to 5:00 P.M. Mondays through Fridays (except on Port-observed holidays) and to the Port's Airport Operations 24-hour telephone number at times on Mondays through Fridays other than during the business hours described above and at any time on weekends or on Port-observed holidays. A follow-up written report delineating the equipment or vehicle condition and corresponding action taken shall be submitted to the Port

within 24 hours. Failure to provide a written report within 24 hours shall result in the assessment of an Administrative Fee as specified in EXHIBIT "F".

### 10.3 Extraordinary Damage and Repair

Contractor shall at its expense, repair any damage or replace any Equipment or repair any vehicle provided by the Port resulting from the negligence or willful misconduct of Contractor, its officers, agents, employees, contractors or, to the extent provided in Section 10.1 above. If Contractor fails to repair or replace such Equipment within a reasonable time, as specified by the Director or the Designee, the Port may repair or replace such Equipment at the Contractor's expense and shall bill all costs of repair or replacement, along with any applicable Administrative Fees, to Contractor. If Contractor fulfills its obligations in this Section 10.3 and any such Equipment reaches the end of its useful life, as reasonably determined by the Port, then such Equipment will be replaced by the Port, at its expense, or at the written direction of the Director or the Designee, by the Contractor, with reimbursement to the Contractor by the Port.

## 11. BUS MAINTENANCE FACILITIES.

Contractor shall provide Shuttle Bus Fleet maintenance and repair services using Contractor's owned, leased and operated BMF and/or mobile repair units. Contractor agrees to provide Shuttle Bus Fleet maintenance and repair services, under the terms of this Agreement at Contractor's owned, leased and operated BMF which shall be located within a six (6) mile radius of the Oakland International Airport (OAK). BMF shall include maintenance and repair equipment, tools, computer systems, service vehicles, and furniture.

### 11.1 Bus Maintenance Facility Hours of Service

The Contractor shall provide maintenance and repair services to Airports Shuttle Bus fleet equipment at times that least affect the operation of the Airport's Shuttle Operator. To accomplish this, the BMF must be open, at a minimum, during the following hours of shuttle bus operations: 7:00 A.M. to 11:00 P.M., Monday through Friday, and 7:00 A.M. to 3:00 P.M., Saturday. After hours Contract services will be provided on an as needed basis.

## 12. INSURANCE

Contractor shall comply with EXHIBIT "J", entitled INSURANCE REQUIREMENTS, which is attached to and made a part of the Agreement.

## 13. CONTRACTOR AND INDEPENDENT CONTRACTOR; WORKERS' COMPENSATION INSURANCE; PAYROLL TAXES

Contractor shall provide the Services hereunder as an independent contractor. Nothing contained herein is intended or shall be construed to make the Port and the Contractor partners, joint venturers or joint employers, and employees of Contractor shall not be



considered agents or employees of the Port. Contractor shall provide workers' compensation insurance as required by the laws of the State of California. Contractor shall have the sole responsibility for paying the salaries, payroll taxes, contributions for unemployment insurance, and all other expenses relating to each employee of Contractor.

#### 14. SECTION NOT USED

#### 15. BONDS

##### 15.1 Fidelity Bonds

Contractor shall, prior to the Commencement Date, obtain and thereafter maintain during the Contract Term at its own expense, a fidelity bond in a form and from a surety acceptable to the Port's Risk Manager, covering all of Contractor's employees and agents in an amount not less than Five Hundred Thousand Dollars (\$500,000), with a deductible not to exceed \$25,000 for each loss, payment of which shall be the obligation of the Contractor. Such bonds shall name Port as a loss payee.

##### 15.2 Performance Bond

The Contractor shall, prior to the Commencement Date, execute and deliver to the Port a Performance Bond, from a surety acceptable to the Port Attorney, substantially in the form attached to this Agreement as EXHIBIT "L", in the penal sums of One Hundred Thousand Dollars (\$100,000), and shall maintain such Performance Bond in effect during the Contract Term of this Agreement and for six (6) calendar months after the expiration or earlier termination of the Contract Term of this Agreement. The Performance Bond is intended to guarantee full performance by Contractor of all of the Services, and of all other obligations by Contractor in accordance with all terms and conditions of this Agreement. The Performance Bonds shall be subject to forfeiture in whole or in part in the event of failure of the Contractor to fully perform under the Agreement, and in the event that the Port sustains any claims, debts, loss of service, loss of revenues or other costs or expenses as a result of such failure of the Contractor to fully perform under the Agreement.

##### 15.3 Additional Purposes of the Performance Bond

The Contractor acknowledges that each Performance Bond includes a general obligation to pay all claims or debts the Port incurs in connection with the Contractor's performance of the Services and its other obligations under this Agreement.

## 16. ASSUMPTION OF RISKS; INDEMNIFICATION

Contractor agrees to voluntarily assume any and all risk of loss, damage, or injury to the person or property of Contractor, its officers, agents, employees, contractors and invitees, which may occur in, on or about the Bus Maintenance Facilities or the Airport at any time and in any manner, except to the extent such loss, injury, or damage is caused solely by the gross negligence or willful misconduct of Port, its agents, employees, and officers.

### 16.1 Indemnification

Contractor agrees to indemnify, defend and hold completely harmless Port (including, without limitation, members of Port's Board of Commissioners, and Port's agents, employees, representatives, contractors, directors and officers), from and against all liabilities, suits, claims, demands, judgments, damages, fines, penalties, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, expert fees and reasonable paralegal and attorneys' fees prior (including in-house paralegal and attorneys' fees) to institution of legal proceedings and at both trial and appellate levels, and in any mediation or arbitration agreed to by Port), which may be incurred by, charged to or recovered from any of the foregoing indemnified parties (i) by reason or on account of damage to or destruction of any property of Port (except as otherwise expressly provided by this Agreement), or any property of, injury to or death of any person resulting from or arising out of Contractor's performance of the Services or its use, occupancy, maintenance or repair of the Bus Maintenance Facilities or any improvements thereto, or Contractor's operations anywhere on the Airport, or the acts or omissions of Contractor's officers, agents, employees, contractors, subcontractors, subtenants, invitees, vendors, suppliers or licensees, regardless of where the damage, destruction, injury or death occurred, unless such liability, suit, claim, demand, judgment, damage, fine, penalty, cost or expense was caused solely by Port's gross negligence or willful misconduct, or (ii) arising out of any allegation that Contractor, or the Port in concert with Contractor, has infringed on or violated any Federal, state, or common law patent, trademark, copyright, or trade secret rights, or violated any Federal or state labor laws, or (iii) resulting from or arising out of the failure of Contractor to keep, observe or perform any of the covenants or agreements in this Agreement to be kept, observed or performed by Contractor. In carrying out its obligations hereunder, Contractor shall use counsel acceptable to Port Attorney.

The foregoing provisions of this Section 15.1 are not intended and shall not be construed to limit in any manner whatsoever the protection or benefits to which Port otherwise would be entitled as an additional insured under any liability insurance maintained or required to be maintained by Contractor under this Agreement.

The provisions of this Section 15.1 shall survive the expiration or earlier termination of the Contract Term with respect to any acts or omissions occurring during the Contract Term.

### 16.2 Waiver By Port

The waiver by Port of any breach of any provision of this Agreement shall not be deemed for any purpose to be a waiver of any other provision hereof, nor of any continuing or any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any of the provisions of this Agreement be construed to waive or to lessen the right of Port to insist upon the performance by Contractor in strict accordance with the provisions of this Agreement.

### 16.3 Waiver By Contractor

As a material part of the consideration to be received by Contractor from Port under this Agreement, Contractor waives any and all claims or causes of action against Port, the Port's Commissioners and the Port's agents, employees, representatives, contractors, directors and officers which Contractor may now or hereafter have at any time for damage to Contractor's personal property located in, the Bus Maintenance Facilities or the Airport, and for injury to or death of any person occurring in the Bus Maintenance Facilities or the Airport from any cause arising at any time, except to the extent that such damage, injury or death is directly caused solely by the gross negligence or willful misconduct of the Port, its agents, Contractors, employees or officers.

## 17. FEDERAL AIP GRANT COMPLIANCE

By executing this Agreement Contractor agrees and certifies that Contractor will comply with the FAA Airport Improvement Program (AIP) provisions set forth in EXHIBIT "R" entitled FAA AIP Grant-Required Provisions.

### 17.1 Non-Discrimination and Small/Local Business Utilization Policy

The Contractor shall, in consultation with the Port, establish and maintain compliance on a case-by-case basis with the Port's Non-Discrimination and Small Business Utilization Policy, as amended from time-to-time, with respect with the operations and any possible construction, erection or improvements on the Bus Maintenance Facilities.

### 17.2 Living Wage Requirements

On March 5, 2002, the voters in the City of Oakland passed Measure I, adding to the City Charter Section 728 ("§728") entitled "Living Wage and Labor Standards at Port-assisted Businesses." §728 requires Port Aviation and Maritime businesses that meet specified minimum threshold requirements to pay all nonexempt employees a Living Wage rate established by City Ordinance and adjusted annually based on the Consumer Price Index for the San Francisco, Oakland and San Jose area. The current Living Wage rate as of July 1, 2017 is at least \$13.32 with credit given to the employer for the provision to covered employees of health benefits, and \$15.31 without credit for the provision of health benefits. Specifically, §728 applies to Port contractors and financial assistance recipients with the Aviation or Maritime divisions that have contracts worth more than \$50,000 and that employ more than 20 employees who spend more than 25% of their time on Port-related work. §728

also provides covered employers with incentives to provide health benefits to employees, establishes a worker retention policy, requires covered employers to submit quarterly payroll reports and requires covered employers to allow Port representatives access to payroll records in order to monitor compliance and labor organization representatives access to workforces during non-work time and on non-work sites. Covered employers are responsible for complying with the provisions of §728 from the date the covered contract is entered into. When a contract is awarded, the contractor will be required to fill out an Employer Self Evaluation Form and Certificate of Compliance that may be obtained from the Port's website at [http://www.portofoakland.com/portnyou/livi\\_form.asp](http://www.portofoakland.com/portnyou/livi_form.asp) and return them to the Port's Social Responsibility Division.

#### 18. NON-DISCRIMINATION IN SUBCONTRACTING WITH VENDORS AND/OR SUPPLIERS

Contractor agrees that it shall not discriminate against any professional service, contractor or vendor because of race, color, religion, sex, actual or perceived sexual orientation, national origin, age, physical handicap or disability (as set forth in the Americans with Disabilities Act of 1990) or veterans status; and that the Contractor shall, in all solicitations or advertisements placed by or on behalf of Contractor, for vendors, contractors or professional services, state that all qualified Proposers will receive consideration on merit, without regard to race, color, religion, sex, actual or perceived sexual orientation, national origin, age, physical handicap or disability (as set forth in the Americans with Disabilities Act of 1990) or veteran status.

##### 18.1 Non-Discrimination Plan For Employment

Contractor shall comply with EXHIBIT "M", entitled NON-DISCRIMINATION PLAN FOR EMPLOYMENT, which is attached to and made a part of this Agreement.

#### 19. REPRESENTATIONS, WARRANTIES AND COVENANTS

Contractor represents, warrants and covenants with respect to this Agreement and any amendment hereto (which representations and warranties shall be continuing during the Contract Term):

19.1.1 That all information submitted by Contractor, its officers, agents, employees and contractors (the "Aforementioned Parties") during the Port's RFP process, or thereafter, upon request of Port, whether or not submitted by any of the Aforementioned Parties under a continuing obligation by the terms of this Agreement to do so, was true and correct at the time such information was submitted or made available to Port;

19.1.2 That none of the Aforementioned Parties has colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's response to the Port's RFP;

- 19.1.3 That Contractor has the power and authority to enter into this Agreement with the Port and that the individual executing this Agreement is duly authorized to do so;
- 19.1.4 That none of the Aforementioned Parties has made an attempt to exert undue influence with the evaluation committee of the Port to award the Agreement for the Services to the Contractor;
- 19.1.5 That there are no unresolved claims or disputes between Contractor and Port; and
- 19.1.6 That Contractor has furnished (and will furnish) true and accurate financial statements, records, reports, resolutions, certifications, and other information as may be requested of Contractor by Port from time to time during the term of this Agreement.

## 20. TERMINATION

### 20.1 Termination by Port

The Port may terminate this Agreement without cause upon giving thirty (30) days' prior written notice to Contractor. In addition, Port may terminate this Agreement immediately upon notice upon the happening of an Event of Default (as hereinafter defined), and such a termination shall be deemed a termination "for cause." In either event, Contractor shall only be entitled to any Reimbursable Expenses that would have come due before the effective date of termination, subject to the terms and limitations contained in this Agreement and subject to the Port's right of set-off contained in this Agreement; provided, however, that if Port terminates this Agreement without cause, Port shall reimburse Contractor's Reimbursable Expenses approved by Port through the date of termination, subject to the other terms and conditions of this Agreement. The Port shall not be obligated to reimburse any such Reimbursable Expenses if receipts for such expenses, in the form required by this Agreement, have not been received by Port within sixty (60) days after the termination date.

### 20.2 Termination by Contractor

Contractor may terminate this Agreement by giving to the Port at least one hundred eighty (180) day's prior written notice of termination, which notice may not be given earlier than one hundred eighty-one (181) days after the Commencement Date.

### 19.3 Effect of Termination

At the termination date, the Contractor shall immediately return any other Equipment provided by the Port, and any equipment purchased with Port funds or for which Contractor has been reimbursed under this Agreement, to the Port in the condition required by this Agreement. If the Port elects to terminate this Agreement, everything contained in this Agreement on the part of the Port to be done and performed shall cease without prejudice, subject, however, to the right of the Port to recover from the Contractor all monetary damages or other relief that may be available to the Port arising out of any breach of this Agreement by Contractor, and the Port's obligation (subject to its set-off rights provided for in this Agreement) to pay all amounts owed to Contractor under this Agreement to the termination date. If either party elects to terminate this Agreement as provided for herein based on the other party's material breach of this Agreement, the non-breaching party shall be entitled to damages as permitted by law or under this Agreement.

## 21. DEFAULT, AND REMEDIES

### 21.1 Events of Default

The occurrence of any of the following shall constitute an "Event of Default" or "Default" by Contractor:

- 21.1.1 The failure to provide, voluntary abandonment, discontinuation, cessation or material deterioration of the Services during the Contract Term which, in the opinion of the Director or the Designee, results in the failure to provide Services of the duration, quality or standards required to be performed by the Contractor under this Agreement, which failure is not cured within five (5) days after Port's written demand; provided, however, that if Contractor has received three (3) notices under this subparagraph within a period of one hundred eighty (180) days, commencing on the date of Contractor's receipt of the first such notice, then Contractor shall have no right to correct a failure described in any subsequent notice given by Port to Contractor under this subparagraph within such one hundred eighty (180) day period, even if all of the prior failures were corrected by Contractor within the five (5) day cure period.
- 21.1.2 The filing by the Contractor of a voluntary petition in bankruptcy, or failure by the Contractor to lift any execution, garnishment or attachment, or to obtain the dismissal of a bankruptcy proceeding commenced involuntarily against the Contractor within thirty (30) days after filing thereof or assignment by the Contractor for the benefit of creditors, or the entry by the Contractor into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Contractor in any proceeding instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar acts which may hereafter be enacted.

- 21.1.3 The occurrence of any act which results in the suspension or revocation of the rights, powers, licenses, permits and authorities necessary for Contractor to conduct and operate the Services.
- 21.1.4 Receipt of more than ten (10) complaints within any twelve (12) month period concerning major service deficiencies in the Services, with the determination of a complaint being deemed a “major service deficiency” being in the sole discretion of the Port. Contractor shall have the right to contest any complaint by providing to Port within five (5) days after being notified of the complaint such evidence as Contractor may have to demonstrate that the complaint was not justified. The determination of whether a complaint was justified shall be in the sole discretion of the Port.
- 21.1.5 The filing of any lien or sequestration or attachment of or execution or other levy on Contractor’s interest in this Agreement, the Bus Maintenance Facilities, or on Contractor’s equipment, if any, located on the Airport, provided by the Port, or procured by Contractor for which the Contractor was subsequently reimbursed by the Port; and Contractor fails to obtain a release of such interest or property within thirty (30) days after the filing or attachment, or prior to sale pursuant to such levy, whichever first occurs.
- 21.1.6 The Director’s or the Designee’s determination that there is a reasonable probability that Contractor’s financial condition is impaired and Contractor cannot provide adequate assurances that any conditions giving rise to the impairment of financial condition can be removed within thirty (30) days of receipt of Port’s demand for same.
- 21.1.7 Failure to obtain and maintain in effect any of the insurance referenced in Sections 11 or 12 or 13 or any of the bonds required under Section 14.
- 21.1.8 If any of the representations or warranties contained in Section 18 are untrue in any material respect, or if Contractor breaches any of its covenants contained in Section 18.
- 21.1.9 Any transfer or assignment of this Agreement other than in compliance with Section 22.
- 21.1.10 Breach of or failure to comply with Contractor’s obligations contained in Section 21, Section 26 or Section 31.
- 21.1.11 Any breach or failure described as an Event of Default or Default by any provision of this Agreement other than this Section 20.1.
- 21.1.12 Failure by the Contractor to observe or perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, other than those specifically referred to above in this Subsection 20.1, for a period of fifteen (15) calendar days after written notice specifying such failure and requesting that it be remedied has been given to the Contractor by the Port;

provided, however, such failure shall not constitute an Event of Default hereunder if such failure stated in the notice can be corrected, but not within the applicable period, and corrective action is instituted by the Contractor within the applicable period and diligently pursued until such failure is corrected, provided that if the cure period is longer than thirty (30) calendar days after the date of such written notice, the Contractor shall obtain the prior written consent of the Port.

## 21.2 Remedies For Default

Upon the occurrence of an Event of Default, Port shall have the following rights and remedies, in addition to all other rights and remedies provided in this Agreement or by law, to which Port may resort cumulatively or in the alternative, and Port may assert them against the Contractor and/or any general partner or joint venture partner, jointly and severally:

21.2.1 The Port may enter into a new agreement with another Contractor that will perform shuttle bus maintenance services for all or any part of the unexpired portion of the Contract Term of this Agreement in which event Contractor shall be liable in addition to accrued liability hereunder, for the difference between the payments the Port is obligated to pay the new Contractor and the payments the Port would have been obligated to pay the Contractor under this Agreement for the unexpired portion of the Contract Term (not to exceed six months). The Port has the sole and absolute discretion with respect to the selection of a new Contractor.

21.2.2 The Port may, after providing written notice to the Contractor of the Event of Default, cure the default at any time through any action deemed appropriate by the Port for the account and at the expense of the Contractor. The Contractor shall reimburse the Port for any amounts expended by the Port in connection with the cure, together with interest thereon for each day from the date of advance by Port until paid by Contractor at the rate of twenty-five one thousands of one percent (.025%), but not to exceed the maximum rate of interest permitted by law, and any penalties thereon as may be established by Port ordinance. Such cure shall not constitute a waiver of the Port's rights with respect to that or any other Event of Default, unless otherwise expressly stated in writing by the Port.

21.2.3 The Contractor shall pay the Port such sums as the court which has jurisdiction thereover may adjudge as reasonable attorney's fees with respect to any lawsuit or action instituted by the Port to enforce the provisions of the Agreement in which the Port is the substantially prevailing party.

The Port shall not be liable for any damage, including, but not limited to, loss of profit and the Contractor shall not make a claim of any kind whatsoever against the Port, its agents or representatives, by reason of any action taken pursuant to this Section 20.

At Port's election, Port may keep this Agreement in effect and enforce all of its right and remedies under this Agreement, including the right to withhold compensation and other fees as they become due, and at Port's option, but without any obligation to do so (implied from



any of its obligation under this Agreement), Port may, after first giving Contractor written notice as provided in Section 20.2.2 above, make such payment or perform such other act to the extent Port may deem appropriate. All sums so paid by Port and all costs in connection therewith shall be due and payable by Contractor to Port (except where otherwise expressly provided in this Agreement) within ten (10) days of Port's written demand for payment of same, together with interest and penalties thereon from date of advance by Port at the rate provided in Section 20.2.2 above, plus costs as may be awarded by a court of competent jurisdiction.

Port shall not be liable to Contractor for any damage to, or for any diminution or deprivation of Contractor's rights hereunder on account of the exercise of any authority granted to Port in this Agreement. Contractor shall be liable to the Port for the Port's expense for all of the expenses to obtain a new Contractor and for the costs of operating or engaging a third party to provide shuttle bus maintenance services for the unexpired portion of the Contract Term (not to exceed six months) to the extent such costs exceed the expenses that would have been paid had the Contractor not defaulted.

### 21.3 Act of Termination

In the event Contractor ceases to provide the Services at the Airport, this Agreement shall not terminate, unless Port gives Contractor written notice of its election to terminate this Agreement. No act by or on behalf of Port intended to mitigate the adverse effect of such breach shall constitute a termination of Contractor's obligation to render Services hereunder, unless Port gives Contractor written notice of termination.

## 22. COMPLIANCE WITH LAWS, RULES, POLICIES AND REGULATIONS

### 22.1 Agreement to Comply

Contractor covenants and agrees to observe and comply with (and to cause any assignee or subcontractor authorized under Section 22 below to comply with) all present and future Laws (as hereafter defined), and all rules, regulations and policies of Port, including without limitation, all safety, security and operations directives of the Director or the Designee, which now exist or may hereafter be promulgated from time to time governing conduct on and operations at the Airport or the use of facilities at the Airport (hereafter collectively the "Airport Rules, Policies and Regulations"). The Port shall not have any duty or obligation to Contractor to enforce the Airport Rules, Policies and Regulations or the terms and conditions in any permit, lease or other agreement against any third party, and the Port shall not be liable to Contractor for violations of same by third parties, their employees, contractors, agents, invitees or licensees. Contractor further covenants and agrees to observe and comply with (and to cause all of its assignees or subcontractors authorized under Section 22 below to comply with) any and all valid and applicable requirements of all duly-constituted public authorities (including, without limitation, the Department of Transportation, the Department of Homeland Security, the Federal Aviation Administration, and the Transportation Security Administration). Contractor agrees to pay or reimburse Port for any civil penalties or fines which may be assessed against Port as a result of the violation by Contractor or any such

assignee or subcontractor of any of the foregoing requirements, which payment shall be made by Contractor within fifteen (15) days from receipt of Port's invoice for such amount and documentation showing that payment of such penalty or fine is Contractor's responsibility hereunder. Contractor shall not be obligated to make a payment to Port under this Section 21.1 if such payment would duplicate a payment for the same violation that has already been made by Contractor to the Port under Section 31.1.1 below.

As used in this Agreement, "**Laws**" shall mean all present and future federal, state and local statutes, ordinances and regulations and Port ordinances applicable to Contractor, the Bus Maintenance Facilities, the Services or the Airport and judicial interpretations thereof, including but not limited to, the security mandates, rules, regulations and badging requirements referenced in Section 31 below, the Americans with Disabilities Act of 1990, all acts and regulations relating in any way to worker's compensation, sales and use tax, social security, unemployment insurance, hours of labor and overtime, wages, working conditions, the Immigration Reform and Control Act of 1986, Section 7583 of the California Business and Professional Code, the prevailing wage requirements of California Labor Code 1720 et seq., the Charter of the City (including without limitation Section 728 entitled "Living Wage and Labor Standards at Port-Assisted Businesses"), the Oakland Municipal Code (including without limitation Section 5.52 thereof), and the Airport Rules, Policies and Regulations (as defined in this Section 21.1).

If Contractor fails to comply with any applicable Laws, the Port may suspend this Agreement until compliance is attained or may perform the Services, including without limitation, the functions of the Supervisor, with its own forces or with hired personnel, and may deduct the cost of these Services from monies otherwise due Contractor under the terms of this Agreement. The Port will determine in its reasonable discretion whether Contractor has complied with its obligations under this Section 21 and under Section 31 below, and whether the Port will provide Services in lieu of Contractor. Contractor shall also be subject to any Administrative Fees levied against the Port as a result of Contractor's failure to comply with its obligations under this Section 21 or under Section 31 below.

## 23. TRANSFER AND ASSIGNMENT

### 23.1 No Assignment

Contractor shall not sell, assign or transfer this Agreement or any of its rights and obligations hereunder or permit any such sale, assignment or transfer to occur by operation of law, or (except as provided in Section 22.3 below) subcontract for the performance of any of the Services to be provided by it hereunder, without the Port's prior written approval, which approval must be evidenced by resolution adopted by the Board of Port Commissioners and may be granted or withheld by Port in the exercise of its sole discretion and subject to payment by Contractor of all administrative expenses incurred by the Port for the processing of such assignment or transfer.

## 23.2 Transfer of Control

For purposes of Section 22.1 above, an assignment shall include, a Change in Control. A Change in Control means whether accomplished through a single transaction or a series of related or unrelated transactions and whether accomplished directly or indirectly, either (a) a change in ownership, as compared to the ownership as of the date of the Agreement, so that 50% or more of the direct or indirect voting or economic interests of the Contractor is transferred to another person or group of persons, (b) the power directly or indirectly to direct or cause the direction of management, operations, controls and policy of the Contractor, whether through ownership of voting securities, by contract, management agreement or common directors, officers or trustees or otherwise, is transferred to another person or group of persons, or (c) the merger, consolidation, amalgamation, business combination or sale of substantially all of the assets of the Contractor.

## 23.3 Subcontractors

In the performance of the Services authorized under this Agreement and notwithstanding any other provisions of this Agreement, the Contractor may, without the Port's written approval, enter into subcontracts with qualified and licensed Contractors and suppliers for the following services: (a) vehicle component repairs that the Contractor is neither qualified nor equipped to undertake, including overhaul or repair of engines, transmissions, and other drivetrain components, as long as such repairs are performed in a manner that does not void the manufacturer's warranty, and (b) other services as may be approved at the sole discretion of the Director or the Designee. However, the Contractor shall remain liable to the Port for the performance of Contractor's subcontractor(s) in accordance with all of the terms and conditions of this Agreement. Contractor is required to pay subcontracting invoices when due unless otherwise agreed by the Port and actual costs may be reimbursed, subject to any limitations in this Agreement and the requirements set forth in EXHIBIT "C".

## 24. JOINT AND SEVERAL LIABILITY

The obligations and liabilities of the Contractor and its general partners or joint venture partners under or arising under this Agreement are joint and several.

## 25. GOVERNING LAW

The Port and the Contractor agree that the law governing this Agreement shall be that of the State of California, without regard to conflicts of law principles.

## 26. FEES AND TAXES

Contractor agrees timely to pay all applicable fees, taxes, and other charges levied by any governmental entity upon any right or interest granted to Contractor by this Agreement or upon the exercise of any such right or interest, including the City of Oakland business licensing fees and taxes, if applicable.

## 27. COVENANT AGAINST CONTINGENT FEES; IMPROPER INFLUENCE

Contractor warrants that no person or agent has been employed or retained to solicit or obtain the Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency of Contractor. For breach or violation of this warranty, the Port, at its option, may deduct from the Fee or payment of Reimbursable Expenses or otherwise recover from Contractor, the full amount of the contingent fee, or may exercise any other legal or equitable remedy available to it.

Contractor warrants that neither Contractor nor any person nor agent acting on Contractor's behalf shall exert improper influence to solicit or obtain Port contracts. In addition Contractor warrants that neither Contractor nor any person nor agent acting on Contractor's behalf shall exert improper influence to extend or prevent termination of this Agreement. "Improper influence", as used in this Section, means any influence that induces or tends to induce a Port Commissioner, employee or officer to give consideration or to act as an agent regarding a Port contract, including this Agreement, on any basis other than the merits of the matter. Contractor's breach of any of its obligations under this Section 26 shall constitute an Event of

Default and may result in any or all of the following:

- a) Port's immediate termination of this Agreement, and
- b) an assessment of an Administrative Fee as specified in EXHIBIT "F".

"Bona fide agency," as used in this Section means an established commercial or selling agency, retained by Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Port contracts nor holds itself out as being able to obtain any Port contract or contracts through improper influence.

"Bona fide employee," as used in this Section, means a person, employed by Contractor and subject to Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Port contracts nor holds himself or herself out as being able to obtain any Port contract or contracts through improper influence.

"Contingent fee," as used in this Section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Port contract.

"Improper influence," as used in this Section, means any influence that induces or tends to induce a Port Commissioner, employee or officer to give consideration or to act as an agent regarding a Port contract on any basis other than the merits of the matter.

## 28. CONSENTS AND APPROVALS; NOTICES

All consents or approvals provided for in this Agreement must be contained in writing signed by the party giving such consent or approval.

Written notices to the Port hereunder shall be given by registered or certified mail, postage prepaid, and addressed to Chris Lytle, Executive Director, Port of Oakland, 530 Water Street, Oakland, CA 94607] with a copy to Port Attorney, Port Attorneys Office, 530 Water Street, 4th Floor, Oakland, CA 94607, attention **Port Attorney** or to such other address or addresses as the Port may designate by written notice to Contractor.

Written notices to Contractor hereunder shall be given by registered or certified mail, postage prepaid, and addressed to:

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With a copy to:

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or to such other address as Contractor may designate by written notice to the Port.

The giving of any such notice by the Director or the Designee shall be effective upon receipt, and Contractor shall not question the authority of the Director or the Designee to give any such notice.

29. INCORPORATION OF RESPONSE TO RFP AND EXHIBITS TO AGREEMENT, EXECUTION OF GUARANTY

The provisions of Proposal submitted by Contractor to the Port in response to the RFP (the "Proposal"), in attached EXHIBIT "O", and all of the Attachments and Exhibits attached to this Agreement are incorporated into and made a part of this Agreement this reference, and Contractor shall perform all of its obligations thereunder; provided however, that (i) in the event any provision of the EXHIBIT "O" expressly conflicts with any other provisions of this Agreement, the other provisions of this Agreement shall prevail, and (ii) unless the Guaranty attached as EXHIBIT "N" to this Agreement is required to be executed pursuant to the last sentence of this Section 28, said EXHIBIT "N" shall not be incorporated into and made a part of this Agreement. If a third party or third parties joined in the Proposal as a guarantor,

then such third party or third parties, as applicable, shall execute and deliver to the Port the Guaranty in the form attached hereto as EXHIBIT “N” at the same time that this Agreement is executed and delivered by Contractor to the Port.

### 30. WAIVER OF DAMAGE

The Port and its Board of Port Commissioners and its officers, employees and agents shall not be liable to Contractor or to any third party claiming through Contractor for any loss of business or any indirect, incidental, special or consequential damages or lost profits arising out of or relating to this Agreement or the operation of Contractor at the Airport or for any other cause.

### 31. NO ADVERTISING

Contractor shall not display any advertising on the shuttle vehicles or on Airport property.

### 32. SECURITY MANDATES AND BADGING REQUIREMENTS

#### 32.1 Security Mandates

Contractor recognizes that the Port is required to comply with the security mandates of the Federal Aviation Administration (“FAA”), the Department of Transportation, the Transportation Security Administration, the Department of Homeland Security, and with other governmental and administrative rules and regulations relating to airports. The procedures determined by the Port to be necessary to comply with such security mandates and other governmental or administrative requirements will be delivered in writing by the Director or the Designee to Contractor’s on-site manager or assistant manager, with a copy of such procedures delivered by mail to Contractor at the notice address listed herein. The Contractor shall acknowledge receipt of such procedures in writing. The Contractor and the Contractor’s agents, employees, representatives and subcontractors shall be responsible for full compliance with all procedures so delivered and the current procedures shall constitute a part of this Agreement. Such procedures are subject to change without notice other than the delivery thereof to Contractor’s on-site manager or assistant manager in accordance with the provisions of this Section 31.1, and Contractor shall immediately comply with such procedures.

- 32.1.1 Contractor shall reimburse the Port within fifteen (15) days from receipt of Port’s invoice for the amount of any civil penalty or fine that may be assessed against the Port by any governmental agency for a violation that arises out of Contractor’s failure to comply with its obligations under this Section 31.1. Contractor shall not be obligated to make a payment to Port under this Section 31.1.1 if such payment would duplicate a payment for the same violation that has already been made by Contractor to the Port under Section 21.1 above.

32.1.2 Failure of Contractor to fully perform in accordance with this Section 31.1 shall constitute breach of this Agreement, in which event the Port may, at its sole option, immediately terminate the Agreement for cause.

## 32.2 Badging Requirements Regulations

32.2.1 Contractor shall comply with all Port, FAA and TSA regulations governing airport security, including but not limited to special badging requirements and background checks, and acknowledges that the Port is prohibited by federal law from issuing an Airport Security Badge to an individual who has a disqualifying criminal offense described in 49 CFR 1542.209(d);

32.2.2 Airport Security Badges will be issued only after the badge applicant's STA has been approved by TSA. The Airport Security Badge applicant's identity and employment eligibility will be determined by the TSA, based upon documentation in the form specified by the TSA;

32.2.2.1 Contractor shall ensure that its employees, agents, subcontractors, suppliers or other invitees obtain the appropriate Airport Security Badge and wear it at all times when they are engaged in work at the Airport. The Airport Security Badge shall be worn above the waist and in plain view of those interacting with the employee. Contractor shall ensure that any Airport Security Badge provided by the Port is returned promptly when the person to whom the Airport Security Badge was provided leaves Contractor's employment or no longer engages in work under this Agreement at the Airport for Contractor. Contractor shall be responsible for any charge or fine imposed by the Port or any government authority if the Airport Security Badge is not promptly returned;

32.2.3 Contractor shall obtain and thoroughly review all Airport Security Badging requirements and the Airport Rules, Policies and Regulations pertaining to security badging and airport security before commencing any work under this Agreement. Copies of security and badging information and the Airport Rules, Policies and Regulations are available from the Port upon request. Contractor shall warrant and ensure that any person that receives an Airport Security Badge complies with all of the requirements for having an Airport Security Badge;

32.2.4 Contractor shall return all Airport Security Badges to the Airport Badging Office and obtain a receipt for their return once an employee is no longer employed by Contractor. At the request of the Airport Security Manager, Contractor shall also submit a copy of the receipt to the Airport Security Manager; and

32.2.5 Upon expiration or earlier termination of this Agreement, Five Hundred Dollars (\$500.00) will be deducted from the Port's final payment to Contractor for each Airport Security Badge not returned to the Airport's Badging Office.

### 33. AGREEMENT ADDENDUM

Contractor shall comply with EXHIBIT “P”, entitled AGREEMENT ADDENDUM, which is attached to and made a part of this Agreement.

### 34. MISCELLANEOUS

#### 34.1 Lost And Found Articles

All articles found by the Contractor, its agents or employees, or which are found by patrons and given to the Contractor, shall be turned over to the Airport Lost and Found Department as lost and found items. The Contractor, its agents and employees shall have no right to reclaim said articles. Lost and found articles while in possession of the Contractor, its agents and employees, that cannot be accounted for will be reimbursed by Contractor to the Port at the fair market value of the articles, as reasonably determined by the Port, or replaced at the Contractor's sole expense.

#### 34.2 Entire Agreement; Amendments; Conflict with Exhibits

This Agreement, together with the exhibits and attachments hereto, and the Proposal (to the extent provided in Section 28 above), constitutes the entire agreement between the parties with respect to the subject matter hereof, and any prior agreements, representations or statements made with respect to such subject matter, whether oral or written, and any contemporaneous oral agreements, representations or statements made with respect to such subject matter are merged herein. Except as otherwise specifically provided in this Agreement, this Agreement may be altered or amended only by written instrument executed by all of the parties hereto. In the event of an express conflict between an Exhibit to this Agreement and this Agreement, the provisions of this Agreement shall prevail.

#### 34.3 Waiver and Severability

The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such enforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provisions within the limits of applicable law or applicable court decisions.

#### 34.4 Jurisdiction and Venue

34.4.1 Contractor hereby consents to the jurisdiction of the State of California Superior Court of the County of Alameda and of the Federal District Court for the Northern District of California with respect to any action instituted by Port and arising



against Contractor under this Agreement, and waives any objection which it may have at any time to the laying of venue of any such action brought in any such court, waives any claim that such action has been brought in an inconvenient forum and further waives the right to object, with respect to such action, that such court does not have any jurisdiction over Contractor. Contractor further irrevocably consents to the service of process by certified or registered mail (airmail if overseas) or the equivalent (return receipt requested), or the service of process in any other manner permitted by law, in any action instituted by Port and arising against Contractor under this Agreement. Port agrees to serve such process on Contractor's registered agent under California law if the name and address of Contractor's current registered agent in California has been provided to Port in advance and in writing.

34.4.2 In addition to the foregoing, pursuant to California Code of Civil Procedure, Section 416.10, Contractor hereby designates the following person as its agent for service of process:

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With a copy to:

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34.5 Headings

The article and section headings herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision of this Agreement.

34.6 Time of Essence

Time is expressed to be of the essence of this Agreement.

34.7 Successors and Assigns

The Agreement will inure to the benefit of and shall be binding upon the parties hereto and their authorized successors and assigns.

#### 34.8 Consents

Except as otherwise expressly provided herein, if certain action may be taken only with the consent or approval of the Port, or if a determination or judgment is to be made by the Port, such consent or approval may be granted or withheld, or such determination or judgment shall be made, in the sole discretion of the Director or the Designee.

#### 34.9 Force Majeure

Neither party shall be liable by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, except for strikes by its own employees, riots, insurrections, fires, floods, storms, explosions, earthquakes, acts of God, war, terrorist attacks, governmental action (unless arising out of a party's breach of applicable Laws), or any other similar cause that is beyond the reasonable control of such party, or if such failure or delay was caused by the other party's failure to fulfill its obligations under this Agreement ("Force Majeure"). If any event of Force Majeure occurs, the party delayed or unable to perform shall give immediate notice to the other party and shall re-commence performance at the earliest possible time.

#### 34.10 No Recourse

No recourse under or upon any obligation, covenant or agreement contained in this Agreement, or any other agreement or document pertaining to the operations of Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against Port, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Agreement, shall be had against any member (including, without limitation, members of Port's Board and its citizens advisory committees), director, officer, employee, representative, contractor, or agent, as such, past, present and future, of Port, either directly or through Port or otherwise, for any claim arising out of this Agreement or the operations conducted pursuant to it, or for any sum that may be due and unpaid by Port. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Port member, director, officer, employee, representative, contractor, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Agreement or the operations conducted pursuant to it, or for the payment for or to Port, or any receiver therefor or otherwise, of any sum that may remain due and unpaid by Port, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

#### 34.11 Joint Venture Agreement

[Applicable only if Contractor is a Joint Venture.]

Contractor is a Joint Venture and acknowledges that each of the partners of the joint venture is jointly and severally liable under this Agreement. Contractor has provided the Port with a true and accurate copy of Contractor's Joint Venture Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the "JV Agreement"). By its execution of this Agreement, Contractor acknowledges that the Port is a third party beneficiary of the JV Agreement and Contractor acknowledges and agrees that no amendment to or other modification of the JV Agreement shall be effective without the Director's prior written consent, which shall not be unreasonably withheld if the financial structure and financial condition of the joint venture and the relative duties and responsibilities of the joint venture partners and governance of the joint venture are not materially altered by any such amendment or other modification.

35. WAIVER OF JURY TRIAL

TO THE EXTENT PERMITTED BY LAW, CONTRACTOR AND PORT DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING RELATED TO, ARISING OUT OF OR IN CONNECTION WITH THE TERMS, CONDITIONS AND COVENANTS OF THIS AGREEMENT.

36. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart of this Agreement shall be validly and effectively delivered if delivered by telefacsimile transmission.

**[SIGNATURES NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement for Airport Shuttle Bus Fleet Maintenance Services to be executed the day and year first above written.

**CITY OF OAKLAND**,  
a municipal corporation,  
acting by and through its  
Board of Port Commissioners,

By: \_\_\_\_\_  
Chris Lytle, Executive Director

Attest:

By: \_\_\_\_\_  
Print Name and Title

\_\_\_\_\_, a California corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_  
Name and Title (If Corporation: Chairman  
President, or Vice President)

By: \_\_\_\_\_

Its: \_\_\_\_\_  
Name and Title (If Corporate, Secretary,  
Assistant Secretary, Chief Financial Officer,  
or Assistant Treasurer)

Approved as to form and legality this \_\_\_\_\_ day  
of \_\_\_\_\_, 2018.

**THIS AGREEMENT SHALL NOT BE VALID  
OR EFFECTIVE FOR ANY PURPOSE  
UNLESS AND UNTIL SIGNED BY THE PORT  
ATTORNEY.**

\_\_\_\_\_  
Danny Wan, Port Attorney

Port Resolution No. \_\_\_\_\_  
P.A. No.: \_\_\_\_\_

**PORT OF OAKLAND  
OAKLAND INTERNATIONAL AIRPORT  
AIRPORT SHUTTLE BUS FLEET MAINTENANCE SERVICES  
EXHIBIT A - RESERVED**

**PORT OF OAKLAND  
OAKLAND INTERNATIONAL AIRPORT  
AIRPORT SHUTTLE BUS FLEET MAINTENANCE SERVICES**

**EXHIBIT B - SERVICE COST FEES**

**Incorporated Proposal Cost section, by reference from the proposal submitted by**  
**\_\_\_\_\_.**

[Parties to Attach Cost Proposal Worksheet for Airport Shuttle Bus Fleet Maintenance Services  
Following Execution of the Agreement.]

**PREVENTATIVE MAINTENANCE FIXED SERVICE COST**

**PORT OF OAKLAND  
OAKLAND INTERNATIONAL AIRPORT  
AIRPORT SHUTTLE BUS FLEET MAINTENANCE SERVICES**

**EXHIBIT C - BUDGET AND REIMBURSEMENT PROCESS**

The Annual Operating Service Budget approved by the Port for the Airport Shuttle Bus Fleet Maintenance Services for the first year of the term of this Agreement is attached hereto as EXHIBIT "A".

Contractor will submit proposed operating budgets for each Extension Term at least ninety (90) days prior to the date on which such Extension Term would commence if the Port exercised its option to extend the Agreement for such Extension Term pursuant to Section 2.2 of the Agreement. After Port review, the Contractor will revise the estimated budgets to conform to the written recommendations, if any, of the Port. All final budget decisions made by the Port will be accepted and administered in good faith by the Contractor. Revised budgets, approved by the Port, will be in final form at least sixty (60) days prior to the commencement of any Extension Term. The Port reserves the right to terminate this Agreement by written notice to the Contractor if the parties have not timely agreed to the revised Budgets.

The proposed budgets shall distinguish between the Preventative Maintenance Services and the Non-Preventative Maintenance Services. The proposed budgets will be submitted on a line item basis. The proposed budgets will describe the Contractor's expected expenditures in reasonably accurate detail for the annual period for the specific Service. All listed expenditures will be stated in terms of Contractor's actual direct expenses.

Any reference in this EXHIBIT "C" to a "Budget" or "Budgets" for the first year of the Operating Term shall refer to the applicable Budget attached to this Agreement as EXHIBIT "A", and for any Extension Term shall refer to a Budget or Budgets approved by the Port pursuant to this EXHIBIT "C".

Except as otherwise provided in this Agreement, Contractor will operate within the Budgets for the respective Services, and within the maximums for each line item in each such Budget, except as otherwise provided in this Agreement. The Contractor shall meet with Port staff monthly and quarterly to review year-to-date budget adherence and financial performance. Line item expenses may exceed budgeted amounts on a monthly, quarterly and annual basis, only with the written concurrence of the Director or the Designee. In no event will any expenditure be approved if approval of such expenditure would cause the Port's aggregate reimbursements to exceed the total annual Budget for either of the Preventative Maintenance Services or Non-Preventative Maintenance Services. Any such approval shall not establish a precedent for future monthly Budget or individual Budget line item overages.



1. OPERATING BUDGET FORMAT

The Budgets shall be in such format and detail as the Port may direct, and be prepared using the expense categories determined by the Contractor and the Port (attached hereto as EXHIBIT "A").

2. BUDGETED REIMBURSABLE EXPENSES

Reimbursable Expenses, as specified in the Budget(s), directly incurred by the Contractor in providing Services will be reimbursed by the Port, as long as the Contractor performs and fulfills all applicable provisions described in the Agreement and provided that:

- 2.1. Reimbursable Expenses are itemized and reported, and supporting documentation is provided as described in the Agreement, and
- 2.2. Reimbursable Expenses are within an approved Budget line item and within an approved Budget line item maximum, except as may be approved in writing by the Director or Designee, but subject to the annual Budget amount as described in this EXHIBIT "C".

3. ACTUAL EXPENSE

"Actual Expenses" are defined as all actual expenses incurred by the Contractor in performance of the Services required under this Agreement.

Only Actual Expenses incurred which are either included in the Budget or specifically approved in writing by the Port are "Reimbursable Expenses". However, the Contractor shall submit to the Port and obtain the written consent of the Port for the following details of certain Reimbursable Expenses:

- 3.1. All Non-Preventative Maintenance Service expenditures exceeding \$5,000 or total expenditures of a similar nature exceeding \$15,000 per year will require written Port Authorization; and
- 3.2. All Non-Preventative Maintenance Service shall be performed by the Contractor on a time and materials basis and only after specific written approval has been obtained from the Director or the Designee. The following services shall also constitute a Non-Preventative Maintenance Service Reimbursable Expenses under the Agreement:
  - 3.2.1. Emergency Services,
  - 3.2.2. Accident and Vandalism Repairs,

3.2.3. Contractor Abuse Repairs, and

3.2.4. Directed Work

4. NON-BUDGETED ACTUAL EXPENSES

The Contractor will submit any non-budgeted Actual Expenses to the Port for review and approval in writing, prior to the expenditure. Port shall have sole discretion in approving or disapproving any non-budgeted Actual Expense.

5. REIMBURSEMENT PROCESS

Reimbursement by the Port will be made monthly according to the following process:

- 5.1. Contractor shall submit to the Port an original copy of a valid, complete Monthly Expense Report for the Services which complies with all Port requirements and reporting specifications as set forth in the EXHIBIT "E" of the Agreement, including copies of all invoices for which reimbursement is sought, no later than the tenth (10th) calendar day of the month (or first day thereafter which is not a holiday) following the month to which the Report relates. Contractor agrees to distinguish Reimbursable Expenses between Preventative Maintenance Services and Non-Preventative Maintenance Services. The Contractor shall provide the Port with all receipts and supporting documentation at the time the Contractor provides the Port with the Monthly Report. Contractor may note certain Reimbursable Expenses for which receipts were not available for such report and agrees to provide the Port with estimates or actual expense amounts, the estimated date for delivering the receipt and the reason for delay if such delay is greater than 60 days from the date of expenditure. The Contractor acknowledges that the Port will not reimburse such Reimbursable Expenses until the Port is provided with supporting documentation, including the original receipt, in a form reasonably acceptable to the Port to evidence the fact of such expenditure by the Contractor. Contractor agrees that any such subsequent submission of receipts shall clearly note which Monthly Report that the Reimbursable Expense relates, the amount to date that has been submitted for that month and the amount remaining of the Budget for that month. The Port agrees to allow the Contractor to provide such receipts following the submission of the Monthly Management Report; provided, however, that the Port does not have to accept any receipts that are submitted more than 60 days from the date of expenditure.
- 5.2. Port shall accept or reject the Monthly Management Report within thirty (30) business days of the receipt of the Monthly Report and shall pay to

Contractor all Reimbursable Expenses for which supporting documentation has been submitted within thirty (30) business days of accepting the Monthly Report, subject to the limitations contained in this Agreement.

- 5.3. If the Port shall reject the Monthly Management Report, the Port shall notify the Contractor of the reasons for its rejection and the items the Port considers inaccurate, incomplete or illegitimate. The parties shall promptly resolve any such questions and disputes in good faith.

The Port, at its sole discretion, may deduct from its payment, any disputed amounts and any amounts owed to it by the Contractor, in which event Port shall provide Contractor with written notice itemizing those deductions. The Port retains the right to randomly verify that for any reimbursement, actual payment to the vendor or third party has been made and any failure to provide such verification or any evidence that such payments have not been made may result in the assessment of an Administrative Fee as specified in EXHIBIT "F".

## 6. INVOICING FREQUENCY

### 6.1. Invoicing For Maintenance Services

The Port shall accept one invoice per month in payment for Preventative Maintenance Services. In addition, the Port shall accept one invoice per month for costs incurred for Preventative Maintenance Services provided during the preceding month or which were not previously invoiced.

### 6.2. Invoicing For Non-Preventative Maintenance Services

Invoices for Non-Preventative Maintenance Services must include line item documentation of costs incurred (e.g., wages, parts, subcontractor services, etc.) as well as documentation of the Port's authorization to incur said Non-Preventative Maintenance Service costs. Within each Non-Preventative Maintenance category, individual repair order numbers with associated labor charges, parts costs, and subcontracted services shall be delineated.

Invoices shall be submitted to the Airport Business Office:

Port of Oakland  
Oakland International Airport  
#1 Airport Drive, Box 45  
Oakland, CA 94261

## 7. MONTHLY VARIANCE ANALYSIS

The Contractor will submit to the Port a monthly Analysis Statement (“Analysis Statement”) within ten (10) days after the end of each month during the Contract Term. The Analysis Statement is intended as a summary of expenses attributable to each vehicle and will include a system-wide summary in a one to three page format. The summary will specifically describe:

- 7.1. Reimbursable Expense amounts as compared to the budgeted amount for each line item and the difference between the two amounts, and year-to-date actual expense, by line item, compared to the corresponding budgeted amount(s), and
- 7.2. Provide an explanation detailing significant variances for each line item.

The Port will review the Analysis Statement. The Port may provide a written response regarding the acceptability or non-acceptability of the variance to date.

Following the submittals of these reports after each calendar-month, the Contractor shall meet with Port staff to review budget adherence for the year-to-date and assess the full fiscal-year outlook. Contractor and Port staff shall agree upon steps intended to assure budgetary compliance by the fiscal year end.

## 8. THIRD PARTY VENDORS

Reimbursable Expenses for services or products provided through third party contracts will be reimbursed only if the service or product is included in the Port approved Budget. In addition, unless an existing vendor of Contractor is approved in writing in advance by the Director or Designee, the Contractor will comply with the following process for any contracts over \$5,000 or any recurring contract with the same vendor for services or products purchased which aggregate more than \$15,000 within a period of twelve (12) consecutive months:

- 8.1. The Contractor will select vendors from an approved vendor list provided by the Port; and
- 8.2. Contractor will provide the Port with no fewer than three bids from vendors on the list of approved vendors and the Port will select the best responsive bid.

The Port will not reimburse Contractor for any invoiced expense(s) unless Contractor provides to the Port original invoices and such invoices are approved by the Port. The Port’s approval of such invoices shall be evidenced only by the signature of the Director or the Designee.

9. ADMINISTRATIVE FEES

The Contractor's failure to timely submit complete and accurate Monthly Management Reports or Analysis Statements may result in the assessment of Administrative Fees as provided for in EXHIBIT "F". In addition, any overstatement or understatement in any of the reports, bills or statements for reimbursement by the Contractor to the Port may result in the assessment of Administrative Fees as provided for in EXHIBIT "F".

10. REIMBURSEMENT ADJUSTMENT

In the event the Port exercises its option to extend the Agreement for any Extension Term the Budget for each Extension Term with the exception of labor will be adjusted either by a percentage equal to the change in the Consumer Price Index for all urban consumers in the Transportation Category for the State of California for the prior year, or three percent (3%), whichever is less, or such greater amount as the Port may approve in writing, which approval may be granted or denied in the Port's sole discretion. Labor costs shall be negotiated separately. Changes to the Contract shall be documented in a Contract Amendment.

For the purposes of this Agreement the "change in the Consumer Price Index" is defined as the difference between the Consumer Price Index, Transportation Category, (base year 1982 - 1984 = 100) for the San Francisco-Oakland-San Jose CMSA, published by the United States Department of Labor, Bureau of Labor Statistics ("Index") published most immediately preceding the most recent anniversary of the Commencement Date ("Extension Index") and the Index published most immediately preceding the commencement date of the prior term ("Beginning Index"). If the Extension Index published has increased or decreased compared to the Beginning Index, then except as otherwise provided in this Section 10, the new Rates shall be set by multiplying the Rate for the prior term by the quotient of Extension Index (numerator) divided by the Beginning Index (denominator).

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**EXHIBIT D - REPORTING RESPONSIBILITIES**

Contractor will maintain daily information records and reports on the Services performed. The Contractor will submit written summary reports on a monthly basis to the Port, in a report format(s) that the Port will provide the Contractor. The monthly report will be submitted to the Port by the tenth (10<sup>th</sup>) calendar day of each month unless such 10<sup>th</sup> calendar day falls on a weekend or legal holiday, in which event the report shall be due on the next business day. The reports will include required supporting documentation.

The monthly Service Report(s) to be submitted by the Contractor to the Port shall contain a complete reporting of the maintenance services, and of all reimbursable budgeted expenditures made during such calendar month for the maintenance services. The Service Reports will cover the following areas of information:

**1. KEY PERFORMANCE INDICATOR (KPI) REPORTS**

**1.1. KPI Weekly Report**

The Contractor shall generate a weekly report by fleet type for delivery to Port before noon each Monday. The weekly report shall be in memo format and shall include from the previous week's activity:

- 1.1.1. A listing of vehicles not delivered for a scheduled PM;
- 1.1.2. Repair activity, by unit number;
- 1.1.3. A status report on vehicles out of service for more than three (3) days;
- 1.1.4. Number of work orders processed;
- 1.1.5. Number of direct labor hours per Technician; and
- 1.1.6. Situational Report concerning problems with maintenance.

**1.2. KPI Monthly Report**

The Contractor shall provide a consolidated Monthly Management Report by fleet type to be delivered to Port on or before the 10th calendar day of the month following the reporting period. This report shall be in memo format and shall include, but not be limited to:

- 1.2.1. Monthly activities for Preventative Maintenance and Non-Preventative Maintenance services performed on the fleet, which will be reconciled into reports by unit number and type of service;
- 1.2.2. Monthly operational expense summaries for the maintenance services provided;

- 1.2.3. Monthly maintenance costs for the month compared to the approved annual operating budget;
- 1.2.4. Monthly inventory reconciliation;
- 1.2.5. Costs for accidents and other items not included in the Budgeted Reimbursable Expenses;
- 1.2.6. Discovery or indication of abuse by the vehicle user in excess of normal wear and tear;
- 1.2.7. Number of shop orders;
- 1.2.8. Number of road calls (by type Major, Other, NA);
- 1.2.9. Number of vehicle Preventative Maintenance Service scheduled and completed;
- 1.2.10. Downtime by category and in total;
- 1.2.11. Cumulative records of sub-contracted work;
- 1.2.12. Total labor hours expended;
- 1.2.13. Total parts cost;
- 1.2.14. Problem and/or accident summaries; and
- 1.2.15. Any additional reporting methodologies Contractor recommends enacting in the best interest of the Port and the management of the fleet.

The reports where possible, will also be available to the Port, at its request, through the automated report generator of the maintenance information system.

## **2. ANNUAL PERFORMANCE REPORT**

The Contractor shall provide the Port with a written annual performance report which summarizes the year's activity, within thirty (30) days following the end of the contract term. The annual performance report should include yearly data for those categories presented in the monthly reports, as well as any additional performance information the Contractor believes should be included.

## **3. INSPECTION REPORTS**

Contractor will have available for Port's review on a spot check basis the following inspection reports:

- 3.1. DOT Annual Inspection required to fulfill requirements of 49 CFR Part 396; and
- 3.2. B.I.T. 90-day Mechanical Inspections.

## **4. SAFETY INSPECTIONS**

The Motor Carrier Unit of the California Highway Patrol (CHP) annually prepares and submits a Safety Compliance Report (CHP-343) and Vehicle Inspection Reports (CHP 343A) for all vehicles specified in this Contract. Contractor must attain satisfactory rating in each category of the Safety Compliance Report (maintenance records, regulated equipment and terminal.) Contractor must expeditiously correct any deficiencies noted on any vehicle inspection report.

## **5. SPECIAL STUDIES**

The Contractor will provide the Port with support for fleet administration including assistance in arriving at recommendations to replace components and/or vehicles instead of repairing them, the development of vehicle specifications, and assistance in procurement of vehicles.

## **6. INCIDENT REPORTS**

Any specific incidents requiring Contractor's actions are to be included in the reports. The Contractor shall immediately report any, property loss or damage, threats or potential threats against life or property or any incident or activities that present imminent danger to health and safety of the general public. Any emergency conditions requiring immediate attention are to be reported by telephone immediately to the Airport Business Office during the business hours of 8:30 A.M. to 5:00 P.M. Mondays through Fridays (except on Port-observed holidays) and to the Port's Airport Operations 24-hour telephone number at times on Mondays through Fridays other than during the business hours described above and at any time on weekends or on Port-observed holidays. A follow-up written report delineating the emergency condition and corresponding action taken shall be submitted to the Port within 24 hours. Failure to provide a written report within 24 hours shall result in the assessment of an Administrative Fee as specified in EXHIBIT "F" attached hereto.

## **7. UTILIZATION REPORTS OF LOCAL AND SMALL BUSINESS ENTERPRISES**

The contractor will provide the Port/Social Responsibility Division (SRD) calendar quarterly reports within 30 days of the quarter ending in the format reflected as Attachment 5-C in the RFP. At the completion of the contract, the contractor will provide Port/SRD with the final report within 30 days of the completion date as reflected in Attachment 5-D in the RFP.



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**EXHIBIT E - MONTHLY SAMPLE REPORTS**

**OAKLAND AIRPORT CNG AND DIESEL BUS FLEET SERVICE - MONTHLY VARIANCE SAMPLE REPORT**

For the Month Ended: July 31, 2018

DESCRIPTION	CURRENT	CURRENT	CURRENT		YEAR TO	YEAR TO	YEAR TO		TOTAL	FORECASTED		
	MONTH	MONTH	MONTH	%	DATE	DATE	DATE	%	ANNUAL	FY 2010-11	BUDGET	%
	ACTUAL	BUDGET	VARIANCE	VARIANCE	ACTUAL	BUDGET	VARIANCE	VARIANCE	BUDGET	FORECAST	VARIANCE	VARIANCE
<b>Non-Preventative Maintenance Service Cost</b>												
Labor Costs												
Parts												
Supplies												
Outside Services												
Overheat Cost												
<b>Total Non-Preventative Maintenance Service Cost</b>												
<b>Preventative Maintenance Service Cost</b>												
Outside Services												
<b>Total Preventative Maintenance Service Cost</b>												
<b>TOTAL SERVICE COST</b>												

OAKLAND AIRPORT CNG BUS FLEET SERVICE SAMPLE REPORT BY VEHICLE AND COMPONENT  
For The Month Ended: July 31, 2018

SERVICE TYPE REPORT																						
Make/Model	Bus #	Brakes, Tires & Wheels			Engine & Transmission			Exhaust & Fuel System			Heating, Ventilation, A/C Systems			Preventive Maintenance			Other			MONTHLY TOTAL		
		Parts	Labor	Total	Parts	Labor	Total	Parts	Labor	Total	Parts	Labor	Total	Parts	Labor	Total	Parts	Labor	Total	Parts	Labor	Total
2009 CNG 40' ElDorado Axess	2091																					
	2092																					
	2093																					
	2094																					
	2095																					
Subtotal: ElDorado Axess		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
2017 CNG 32' ElDorado Aero Elite	2171																					
	2172																					
	2173																					
	2174																					
	2175																					
	2176																					
	2177																					
	2178																					
	2179																					
Subtotal: ElDorado Aero Elite		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
2003 CNG 25' ElDorado Aero Tech	9920																					
	9921																					
	9922																					
	9923																					
	9924																					
	9927																					
	9930																					
	9932																					
	9933																					
9934																						
Subtotal: ElDorado Aero Tech		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
MONTHLY TOTALS		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			

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**EXHIBIT F - ADMINISTRATIVE FEES**

The parties agree that certain aspects of the Contractor's performance are essential to the Port's operation and that the Contractor's failure to perform these activities will result in administrative and monitoring expenses for the Port. Therefore, the parties agree that the listed Administrative Fees are reasonable estimates of such expenses to the Port and may be charged to the Contractor.

The Port shall assess Administrative Fees for each instance of the Contractor's failure to perform pursuant to the Agreement. The Administrative Fees specified in this Agreement shall not be assessed if the Contractor's failure is due to any event of Force Majeure as defined in Section 34.9 of the Agreement. Pursuant to Section 8 of the Agreement, the Administrative Fees specified in this Agreement shall be assessed by written notice to Contractor from the Director regarding the occurrence of the performance failure that results in the assessment of such Administrative Fee.

**1. OPERATIONS AND STAFFING**

The Contractor's Reimbursable Expenses and other amounts payable by the Port to the Contractor ("Amounts Payable") may, at the option of the Director or the Designee, be reduced by two hundred and fifty dollars (\$250.00) each time one of the following performance violations occurs for each of the Contractor personnel, per each shift:

- 1.1. Managers or Supervisors not available at the Port's request, following repeated attempts by Port staff or Port fleet operator attempts to make contact over a 24-hour period, and
- 1.2. Failing to meet minimum performance standards

**2. FAILURE TO SUBMIT REPORTS IN A TIMELY MANNER**

Contractor acknowledges that it is required to submit periodic reports required under the Agreement and others as requested by the Director or the Designee. The Amounts Payable may, at the option of the Director or the Designee, be reduced by One Hundred Dollars (\$100.00) per day, per report, for each day such report(s) are late, or for each time such reports are submitted with material information missing or with material inaccuracies.

Required reports include, but are not limited to:

- 2.1. Budget Reports, including Variance Analysis Statements required pursuant to EXHIBIT C;
- 2.2. Monthly Report of Reimbursable Expenses pursuant to the section titled "Reimbursement Process" in EXHIBIT C;
- 2.3. Key Performance Indicator Reports, including Annual Performance Reports required pursuant to EXHIBIT "D"; and
- 2.4. Inspection Reports and Special Studies Reports required pursuant to EXHIBIT "D".

### **3. FINANCIAL**

The Amounts Payable may, at the option of the Director or the Designee, be reduced by two hundred and fifty dollars (\$250.00) for each of the following:

- 3.1. Overstatement of more than 2% of the sum which should properly have been reimbursed or paid to the Contractor, for each invoice, report or bill which overcharges the Port, with such fines not to exceed \$500 per month; and
- 3.2. Any failure to provide verification or evidence that payments have been made of Reimbursable Expenses to a third-party noted on the bill, statement or report for such reimbursement.

### **4. MISCELLANEOUS**

The Amounts Payable may, at the option of the Director or the Designee, be reduced by the amount specified for each time one of the following performance failures occurs:

- 4.1. One Hundred Dollars (\$100.00) for each instance of failure to meet minimum Performance Standards pursuant to Section III in EXHIBIT "Q";
- 4.2. One Hundred Dollars (\$100.00) per day for failure to implement and adhere to the Quality Assurance Program pursuant to Section IV in EXHIBIT "Q";
- 4.3. One Hundred Dollars (\$100.00) per day for failure to complete scheduled preventative maintenance services within the period specified in the approved Maintenance Service Plan pursuant to Section V in EXHIBIT "Q";
- 4.4. One Hundred Dollars (\$100.00) per day for failure to implement and adhere to the Staffing Plan pursuant to Section VI in EXHIBIT "Q";
- 4.5. One Hundred Dollars (\$100.00) per day for failure to implement and adhere to the Safety Plan pursuant to Section VII in EXHIBIT "Q";

- 4.6. One Hundred Dollars (\$100.00) per day for failure to implement and adhere to the Transitional Plan pursuant to Section VIII in EXHIBIT “Q”;
- 4.7. Two Hundred Dollars (\$200.00) for any discrepancies in the parts inventory reconciliation without explanation acceptable to the Director or the Designee, per day;
- 4.8. Two Hundred Fifty Dollars (\$250.00) for each day the Contractor fails to provide the Port with a Training Manual within thirty (30) days from the date of this Agreement, as required in EXHIBIT “I”;
- 4.9. Two Hundred Fifty Dollars (\$250.00) for each employee that does not complete the required training program pursuant to EXHIBIT “I”;
- 4.10. Two Hundred Fifty Dollars (\$250.00) for each failure to report and each failure to prepare and submit a written report on loss to property as set forth in Section 10.3;
- 4.11. Five Hundred Dollars (\$500.00) per day for failure to maintain insurance required under this Agreement, as required in EXHIBIT “J”.

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**EXHIBIT G - AUDITS AND AIRPORT REVIEWS**

**1. MAINTENANCE AND AUDIT OF BOOKS AND RECORDS**

Contractor shall maintain full, accurate and orderly books and records of the Services provided in accordance with the Agreement. Contractor shall maintain complete and accurate books of account in a form and to a detail consistent with generally accepted accounting principles.

The books and records will show service statistics including, without limitation, all Maintenance, Non-Maintenance, parts, supplies, materials, and third-party expenditures, with supporting receipts where appropriate, provided by Contractor under this Agreement.

Contractor agrees to retain all such books, records, reports, and supporting documents and to make them available to the Port for review and audit in accordance with the Agreement.

**2. PORT AUDIT**

The Contractor is responsible to submit correct billing to the Port. During the Contract Term of this Agreement, the Port may audit all payments made by the Port as reimbursements for expenses pursuant to this Agreement. The Contractor will immediately comply with procedures described in the Agreement.

**3. OVERBILLING REPAYMENT AND RECOVERY CHARGES**

If in any given month, the Contractor submits a report, invoice or bill which overstates the actual expense to the Contractor of a reimbursable expense or charges the Port for more than what should properly be charged to the Port pursuant to this Agreement and the Port makes such reimbursements or payments to the Contractor in reliance on such report, invoice or bill, Contractor shall immediately repay the Port in accordance with this Agreement.

The Port shall have the right to deduct such overpayment from any Amounts Payable and as defined in the assessment of Administrative Fees, as specified in Section 3 of EXHIBIT "F".

**4. INDEPENDENT AUDIT**

The Port reserves the right to conduct its audits using the Port's audit staff or by contracting auditing services to a CPA company.

The Port reserves the right to an independent audit of expenses at any time and from time to time during the Contract Term of the Agreement. A final independent audit will occur after the expiration or earlier termination of this Agreement at the sole discretion of the Port.

If the Independent Audit discloses that the Port has overpaid the Contractor, the Port will notify the Contractor. Upon notice the Contractor will immediately comply with the procedures for repayment of overcharges and recovery charges as described in the Agreement. In the event the Contractor does not repay the Port, the Port may deduct the over charges and recovery charges from any Amounts Payable, as defined in EXHIBIT "F", or exercise any other rights and remedies available to the Port under applicable Laws.

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**EXHIBIT H - PERSONNEL**

Contractor shall comply with the Staffing Plan proposed in its response to the RFP, as may be amended and subject to Port review and approval, and attached hereto as Section VI in EXHIBIT "Q".

**1. GENERAL**

Contractor shall hire qualified, competent, and experienced employees, who shall be subject at all times to the direction and control of the Contractor. Contractor will hire and retain employees as may be necessary to manage the Services in a cost effective and efficient manner. This provision will apply at all times during the Contract Term of the Agreement. Contractor shall make best efforts to attract, hire and retain high quality employees and to minimize employee turnover.

**2. EMPLOYEE QUALIFICATIONS**

All of Contractor's employees shall possess satisfactory work qualifications and experience with respect to their areas of responsibility.

Contractor shall employ a sufficient number of Technicians to provide service at the Bus Maintenance Facility. Contractor shall conduct California Department of Motor Vehicles ("DMV") checks on all personnel having assignments which include driving responsibilities, including the Maintenance Manager. Any BMF employee assigned to jobs with driving responsibilities must possess and maintain a valid Class "B" Commercial Driver's License, as required by the State of California vehicle codes, or such other license as may be required by any governmental agency at some further date, or any other law or regulation concerning the licensing of motor vehicle operators for the duration of the job assignment. The Contractor shall verify the procurement and continuing validity of such licenses at all times. Contractor agrees that all of Contractor's employees used in providing bus safety testing shall be duly trained and qualified to drive a motor vehicle. DMV printouts shall be kept on file and updated every six months.

Contractor shall not employ a Maintenance Manager or Technicians who (a) have more than one moving violation conviction or accident within the immediately preceding two year period or (b) have any DUI violations within the immediately preceding two year period.

Contractor shall ensure compliance with all local, state and federal laws and statutes regarding licensing of motor vehicle operators and shall, at a minimum, conduct biannual reviews of driving records and background checks to ensure the preceding qualifications are



still met by all Technicians assigned to provide the Services. Technicians failing to meet these qualifications may not perform services under this Agreement.

All Contract employees, while on or about the Airport and acting within the course and scope of employment by Contractor, shall be clean, neat in appearance, and shall behave courteously. No such personnel shall use improper language or act in a loud, offensive, or otherwise improper manner. Contractor shall act to prevent the wrongful acts and omissions of its employees on or about the Airport.

### **3. TECHNICIANS**

Contractor shall hire as many qualified and competent Technicians to maintain and service the bus fleet as necessary to fulfill the requirements of this Agreement. Each Technician will receive factory-specified training for each vehicle type in the Airport's bus fleet subject to maintenance services provided under this contract, in terms of required hours and topics. Contractor shall provide written proof of such training.

Contractor shall hire and retain a minimum of one (1) Technician certified to inspect Compressed Natural Gas (CNG) tanks every 36 months or 36,000 miles, whichever comes first.

It will be the responsibility of the Contractor to ensure all Technicians are sufficiently trained in all applicable aspects of the bus and workplace safety requirements necessary to ensure the safe completion of all repairs and maintenance.

All Technicians assigned to work on any ADA equipment (i.e., seat belts, ramp) shall be trained, and have proof of required training, by the appropriate equipment manufacturer.

### **4. TRAINING MANUAL**

The Contractor shall provide a Training Manual ("Training Manual") to the Director, within thirty (30) days from the date of this Agreement, for review and approval by the Director or the Designee. EXHIBIT "I", attached to this Agreement provides information to assist in structuring the Training Manual and shall be replaced by the Contractor's Training Manual once approved by the Director or the Designee.

### **5. DRUG AND SUBSTANCE ABUSE TESTING**

Contractor will maintain a drug-free workplace. The Contractor shall institute a mandatory random drug and substance abuse testing program for all personnel assigned to provide the Services. The Contractor shall retain the expert services of a local, certified and licensed testing facility. All tests will be done at the Bus Maintenance Facility premises. The program must be in place within 60 days from the date of this Agreement and maintained in force thereafter, throughout the entire Contract Term of this Agreement. Since driving a

vehicle or being a Technician is a safety sensitive position, Contractor will promptly remove from the Services any employee who fails any such test.

#### 5.1 Removal of Employees

The Port, at its sole discretion, reserves the right to require the Contractor to remove, and to keep removed, from the Services any employee, if said employee has failed to perform in accordance with any of the terms or conditions of the Agreement, or if said employee is alleged to have been involved in wrongdoing, while those allegations are under investigation. The Contractor shall remove from the Services any employee who operates a vehicle recklessly or in a manner that endangers the safety of Airport patrons, under the influence of alcohol or other prohibited substances or who no longer satisfies the requirements set forth in this EXHIBIT "H". The Contractor will comply with any request to remove any such employee as soon as written notice is received from the Port. Contractor's failure to comply within twenty-four (24) hours of receipt of such notice shall be considered an Event of Default hereunder, entitling the Port to all of the remedies contained in this Agreement. Contractor authorizes the Director of Aviation or Designee to remove any employee of the Contractor on the spot from the Services, if the Director of Aviation or Designee determines in his or her sole discretion that the seriousness of the incident justifies such immediate removal.

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**EXHIBIT I - TRAINING MANUAL**

The Contractor will ensure that all employees are fully trained for their duties. The Contractor will establish a formal employee training program specific to the Services. The program content shall be subject to review and approval by the Director or the Designee.

**1. TRAINING MANUAL**

The Contractor shall provide a Training Manual to the Port for the Port's review and approval. The Contractor shall develop the Training Manual based upon its best judgment and provide the Training Manual to the Director for Port review and approval within thirty (30) days after the date of this Agreement. The Training Manual, including all revisions as approved by the Director or the Designee, will be incorporated into and made a part of this Agreement.

**2. GENERAL TRAINING REQUIREMENTS**

The purpose of this Exhibit is to provide an outline of training areas to assist in the development of the Services training program ("Training Program"). However, this material is not all inclusive and shall not be construed to mean that only tasks included below need to be covered. It will be the Contractor's responsibility to certify to the completion of each training area. A copy of all such certifications will be kept on file at the Premises and made available to the Port, upon request.

The Training Program shall have its goal to train each supervisor and Technician in the following general areas:

- 2.1.1. Factory Sponsored Training
- 2.1.2. Maintenance Procedures
- 2.1.3. Report Writing
- 2.1.4. Safety Inspection Procedures

**3. TECHNICIAN TRAINING AND CERTIFICATION**

The intent is to ensure that the Technicians involved in the maintenance of Port assets are qualified and current in their technical skills. The Contractor will describe in detail the process in which Technicians will receive training, how the training will be documented, and the extent of the training on an annual basis. Additionally, at least one (1) Technician assigned to diagnose, service, repair and maintain the various systems on the Port's transit fleet must participate in a formal certification program relevant to the Services required under this Agreement.

- 3.1. ASE-Certified Master Transit Bus Technicians Career Plan

It is recommended that a career plan, for obtaining a Master ASE Certification in Transit Bus, be presented as part of the Contractor's proposal.

A Master ASE Certification in Transit Bus includes eight certification exams: Compressed Natural Gas (CNG) Engines (H1), Drive Train (H3), Brakes (H4), Suspension and Steering (H5), Electrical/Electronic Systems (H6), Heating Ventilation and Air Conditioning (HVAC) (H7), and Preventive Maintenance and Inspection (PMI) (H8).

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**EXHIBIT J - INSURANCE REQUIREMENTS**

**1. MINIMUM SCOPE OF INSURANCE**

Contractor, at its own expense, shall procure and maintain during the Contract Term insurance against claims for injuries to persons or damages to property which may arise in connection with the performance of the Services hereunder by the Contractor, its agents, representatives, employees or subcontractors.

**2. MINIMUM SCOPE AND LIMITS OF INSURANCE**

Coverage to be maintained by Contractor shall have limits of no less than:

1. Commercial General Liability: Subject to a limit of Five Million Dollars (\$5,000,000) combined single limit per occurrence and annual aggregate, including coverage for bodily injury and property damage including contractual liability, products and completed operations, broad form property damage, personal injury, advertising injury and independent contractors;
2. Business Automobile Liability for all owned, non-owned and hired vehicles: Subject to a limit of Five Million Dollars (\$5,000,000) combined single limit, each accident, for bodily injury and property damage for all owned, non-owned and hired vehicles(subject to ISO form number CA 0001 (Ed. 6/92) covering Automobile Liability, Code 1, "Any Auto);
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease;
4. Garagekeepers Legal Liability for no less than Five Million Dollars (\$5,000,000) comprehensive coverage for each occurrence with a per vehicle limit of Five Hundred Thousand Dollars (\$500,000) per loss at each location and Five Million Dollars (\$5,000,000) policy aggregate; and;

Limits stated in 1-4 above can be achieved through a combination of primary and excess/umbrella policies.

### **3. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability, Business Automobile Liability Coverage, Garage Keepers Legal Liability and Excess/Umbrella coverages described above shall include provisions that:
  - a) the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, "Port of Oakland", its agents, employees, commissioners and officers are included as additional insured's, by endorsement, with respect to any liability arising out of activities performed by or on behalf of Contractor, products and completed operations of Contractor; premises owned, leased or used by Contractor, the Parking Facilities or other locations from which the Services are provided, or automobiles owned, leased, hired or borrowed or used by Contractor; all without special limitations on the scope of protection afforded to Port, its agents, contractors, employees, commissioners and officers and that coverage includes a cross liability/separation of insureds provision;
  - b) the insurance is the primary insurance, without any obligation of any other insurance provided to the Port, its agents, employees, commissioners and officers or any insurance or self insurance maintained by Port, its agents, employees, commissioners and officers (including any self-insured retention or deductible) to contribute, share or split pro rata any liability covered by the Contractor's insurance, which other insurance or self-insurance shall be excess insurance only;

The provisions of this Section 3 of EXHIBIT "J" shall survive the expiration or earlier termination of the Operating Term with respect to any acts or omissions occurring during the Operating Term.

### **4. ACCEPTABILITY OF INSURERS**

Insurance shall be placed with insurers that are acceptable to the Risk Manager of the Port (such insurers shall have a rating from A.M. Best of at least A VII).

### **5. DEDUCTIBLES OR SELF-INSURED RETENTIONS**

For all required insurance, deductibles or self-insured retentions may not exceed Twenty-Five Thousand Dollars (\$25,000), unless approved by the Port Risk Management Department.

In the event the Contractor has any deductibles or self-insured retentions, other than as specified herein, must be declared to and approved by the Port's Risk Manager. At the option of the Port, either (a) the insurer shall reduce or eliminate such deductible with respect to coverage of the Port, its agents, employees and officers or (b) Contractor shall procure a bond, or other form of

payment guarantee, including but not limited to, a letter of credit in a form approved by the Director or the Port's Landside Operations Manager, guaranteeing payment of losses and related investigations, claims administration, and defense expenses in an amount specified by the Port.

## **6. RELEASE AND WAIVER:**

Contractor waives all right of recovery and causes of action against, and releases, the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, "Port of Oakland", its agents, employees, commissioners and officers, to the extent any claim, loss, damage or expense is covered by any insurance or self insurance required by this Agreement, or which would have been covered had the insurance obligations in the Agreement been complied with. Further, the Contractor shall obtain endorsements from its insurance carriers evidencing that the insurance carriers waive any right of subrogation or recovery that the insurer may have against the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, "Port of Oakland", its agents, employees, commissioners and officers. Contractor shall require all of its Contractors, Subcontractors and Consultants to maintain similar waivers in favor of such parties.

## **7. CANCELLATION OR REDUCTION OF COVERAGE**

The Contractor or its agent shall provide at least thirty (30) days' prior written notice to Port (except ten (10) days prior written notice shall be allowed for non-payment of premium) in the event any of the above required insurance is suspended, voided, canceled, or reduced in coverage or in limits.

If Contractor fails to provide the required insurance certificates and policies, the Port may without further notice and, at its option, (1) exercise the Port's rights under the terms of the Agreement or any other rights available to the Port; (2) procure such insurance coverage at Contractor's expense and Contractor shall promptly reimburse the Port for such expense and (3) interrupt or limit Contractor's operations or occupancy.

## **8. PROOF OF COVERAGE**

Prior to commencing the services under this Agreement and annually thereafter, Contractor shall furnish a certificate of insurance, satisfactory to the Port of Oakland Risk Management Department, evidencing that the above insurance is in force in compliance with the terms of these insurance requirements, placed with insurance carriers financially acceptable to the Port, stating the name(s) of the insurance carriers, policy numbers, dates of expiration and limits of liability. In addition to the certificate of insurance, Contractor shall provide the Port of Oakland with copies of the actual insurance policies if requested by the Port of Oakland at any time. The Port reserves the right to approve or disapprove of any deductible or self-insured retention under any insurance required by the Agreement.



Written binders may be acceptable as interim evidence of insurance. Send certificates to:

Port of Oakland  
Risk Management Department  
530 Water Street  
Oakland, CA 94607  
Fax #: 510-627-1626  
Email: risktransfer@portoakland.com

#### **9. REVIEW OF COVERAGE**

Compliance with insurance requirements shall be subject to annual review by the Risk Manager of the Port. If the Risk Manager requires any change in coverage, Contractor will be so advised in writing by Port and Contractor shall comply with the conditions of change within 30 days of the date of receipt of such notice.

#### **10. SUBCONTRACTORS**

Contractor shall include all subcontractors as insured under its policies or shall obtain separate certificates of insurance for each subcontractor.

**PORT OF OAKLAND  
OAKLAND INTERNATIONAL AIRPORT  
AIRPORT SHUTTLE BUS FLEET MAINTENANCE SERVICES**

**EXHIBIT K – NOT USED**

**PORT OF OAKLAND  
OAKLAND INTERNATIONAL AIRPORT  
AIRPORT SHUTTLE BUS FLEET MAINTENANCE SERVICES**

**EXHIBIT L - FORM OF PERFORMANCE BOND**

\_\_\_\_\_, a [corporation, partnership or business] organized under the laws of \_\_\_\_\_ (hereinafter called the "Principal"), and \_\_\_\_\_ a corporation of the State of \_\_\_\_\_ which is licensed to do business in the State of California (hereinafter referred to as the "Surety"), are held and firmly bound unto the Port of Oakland acting by and through its Board of Port Commissioners (hereinafter called the "Port") in the full and just sum of **One Hundred Thousand Dollars (\$100,000)** (the "Sum") covering the Contract Term of the Agreement for Airport Shuttle Bus Fleet Maintenance Services between the Principal and the Port dated \_\_\_\_\_, 20\_\_\_\_ (the "Agreement"), to the payment of which Sum and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, under the terms of the Agreement, the Principal shall provide the Services at the Metropolitan Oakland International Airport, as described in the Agreement, and the Agreement is hereby incorporated herein by reference and made a part hereof;

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if the Principal shall well and truly keep, do and perform, each and every, all and singular, the matters and things in said Agreement relating to the Services set forth and specified to be by the Principal kept, done and performed at the time and in the manner specified in said Agreement, and the Principal shall pay over, make good, and reimburse to the Port, all sums required by it to be paid, and all loss and damage (including reasonable attorneys' fees) which the Port may sustain by reason of any failure or default on the part of the Principal relating to the Services, then this obligation shall be void; otherwise it shall remain in full force and effect.

In the event that the Principal shall default in any of the terms, covenants and conditions of the Agreement during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Port beyond the date of the expiration hereof for all sums provided for in the Agreement relating to the Services remaining unpaid as of the date of expiration of this Performance Bond and for all loss or damage (including reasonable attorneys' fees) resulting from such default up to the amount of the Sum.

In the event that Principal becomes a debtor under any chapter of the Federal bankruptcy laws, or becomes subject to any other statute providing for the recovery of transfers of payments or property, the obligations of the Surety hereunder shall include the obligation to reimburse the Port for any transfers or payments under the Agreement relating to the Services made by Principal to the Port prior to the commencement of such proceedings to the extent that such transfers or payments are voided and recovered from the Port by Principal, or by a creditor of Principal, or by a trustee, receiver, custodian or similar official appointed for Principal or for

substantially all of Principal's assets. Provided, however, that the obligations set forth in the preceding sentence shall be reduced pro tanto upon: (1) the entry of a final, non-appealable order of a court of competent jurisdiction permitting the Port to retain all or any portion of such transfers or payments; (2) the execution of an agreement and approval thereof (if in the reasonable exercise of the Port's judgment such approval is necessary) by a final non-appealable order of a court of competent jurisdiction permitting the Port to retain all or any portion of such transfers or payments; or (3) the expiration of the applicable statute of limitations with respect to the avoidance and recovery of such transfers or payments without any claim therefore having been made against the Port.

In the event the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Port harmless from any and all loss, damage, cost, and expense (including reasonable attorneys' fees) arising from or in connection with the enforcing of the Surety's obligations hereunder. This paragraph shall survive the expiration of this Performance Bond.

The Surety's obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement entered into by the Port and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with, or of any default under, the Agreement granted by the Port to the Principal without the Surety's knowledge or consent, or (iii) the rejection of the Agreement and the discharge of Principal from its obligations under the Agreement as a result of any proceeding initiated under the Federal bankruptcy laws, and as the same may hereafter be amended, or under any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or the assumption by Principal of the Agreement as a result of any such proceeding, notwithstanding the finding by a court of competent jurisdiction that Principal has provided the Port with adequate assurance of future performance under the Agreement.

This Bond has been negotiated and executed in and shall be governed by and construed in accordance with the laws of the State of California. The execution of this Performance Bond by Surety shall constitute Surety's consent in the event of any litigation arising under this Performance Bond to the personal jurisdiction of, venue in and, convenience of the forum of the Superior Courts of the State of California, County of Alameda and the U.S. District Court for the Northern District of California for such purposes.

**CONTRACTOR:**

**SURETY:**

---

Name

---

Name

---

Address

---

Principal Place of Business

**OWNER:**

CITY OF OAKLAND,  
Municipal Corporation, Acting by and  
Through Its Board of Port Commissioners

Address: 530 Water Street  
Oakland, CA 94607  
Attention: Port Attorney

**CONTRACTOR AS PRINCIPAL:**

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

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Approved as to Form and Legality this \_\_\_\_  
day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
DANNY WAN, Port Attorney

**MAINTENANCE CONTRACT:**

Airport Shuttle Bus Fleet Maintenance  
Services, Oakland International Airport,  
Oakland, California,

DATED: July 1, 2018

**SURETY:**

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

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Telephone Number

**PORT OF OAKLAND  
OAKLAND INTERNATIONAL AIRPORT  
AIRPORT SHUTTLE BUS FLEET MAINTENANCE SERVICES**

**EXHIBIT M - NON-DISCRIMINATION PLAN FOR EMPLOYMENT**

**1. EQUAL OPPORTUNITY-NON-DISCRIMINATION FOR EMPLOYMENT**

In furtherance of the Port's long-standing policy to ensure that equal employment opportunity is achieved and nondiscrimination is guaranteed in all Port-related activities, it is expressly understood and agreed with respect to Operator's activities upon the demised premises:

- 1.1. That Operator shall not discriminate against any employee or applicant for employment or against any professional service, vendor, or contractor because of race, color, religion, sex (including gender identity), actual or perceived sexual orientation, national origin, age, physical handicap disability as set forth in the Americans With Disabilities Act of 1990, or veteran's status.
- 1.2. That Operator shall, in all solicitations or advertisements for employees placed by or on behalf of Operator or for professional services, vendors, or contractors, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex (including gender identity), actual or perceived sexual orientation, national origin, age, medical condition, genetic information, marital status, physical and mental disability as set forth in the Americans With Disabilities Act of 1990, or veteran's status.
- 1.3. If the Port's Office of Equal Opportunity provides any notices setting forth the provisions of this Section, Operator agrees to post such notices in conspicuous places, available to employees and applicants for employment, and/or send such notices to employees or to any labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, as requested by the Port.
- 1.4. That Operator shall not discriminate by segregation or otherwise against any person or persons because of race, color, religion, sex (including gender identity), actual or perceived sexual orientation, age, national origin, medical condition, genetic information, marital status physical and mental disability as set forth in the Americans With Disabilities Act of 1990, or veteran's status in furnishing, or by refusing to furnish, to such person or persons the use of any public facility upon the demised premises, including any and all services, privileges, accommodations, and activities provided thereby.
- 1.5. That Operator's noncompliance with the provision of this Section shall constitute a material breach of this Agreement. The Port may seek judicial enforcement in the event of a breach of any of the above-stated nondiscrimination covenants.

## **2. RESPONSIBILITIES AND DUTIES OF EQUAL OPPORTUNITY COORDINATOR**

In addition to the Equal Employment Opportunity Coordinator's regular duties, it is the Coordinator's responsibility to: (1) develop equal opportunity and non-discrimination procedures and communication techniques; (2) assist supervisors and managers in identifying and solving problems relating to equal opportunity; (3) maintain an open-door policy to all employment problems which may be raised by employees or applicants for employment; (4) design and implement a system of periodic monitoring and reporting Contractor's equal opportunity efforts, including monitoring of selection procedures and regular review and validation of any selection requirements and tests which are found to impact adversely on any person belonging to any of the protected classes; (5) keep informed, and keep senior management informed, on equal opportunity developments; (6) act as a liaison with equal opportunity agencies; (7) ensure that all managers and supervisors comply with this policy and implement Contractor's non-discrimination program; (8) train employees, including supervisory and management personnel, to create a favorable climate for an effective equal opportunity program; (9) ensure that all of the Contractor's facilities are desegregated; (10) conduct a periodic audit to ensure notices are properly displayed; (11) review the qualifications of all employees to ensure that all employees are given full opportunity for promotions or transfer; (12) encourage employees including to participate in all company-sponsored social and recreational events, educational and training programs; (13) communicate to supervisors that their performance is being evaluated on their equal employment opportunity and non-discrimination efforts and results as well as other criteria; (14) ensure that supervisors take action to prevent discriminatory harassment of employees.

## **3. COMMUNICATION OF POLICY**

Contractor is desirous of ensuring that all employees and other persons are fully informed of its commitment to equal opportunity. Accordingly, Contractor will undertake the following steps to disseminate the policy both internally and externally:

### **3.1. Internal Dissemination**

- 3.1.1. Contractor's Equal Employment Opportunity/ Non-Discrimination Policy shall be contained in Contractor's policy guide books or employee handbook, whichever may exist.
- 3.1.2. Contractor shall publicize at least once each year its EEO Policy in newsletters and/or magazines which are intended for the general reading of management and employees.
- 3.1.3. A policy statement and Federally-required Equal Employment Opportunity notice will be posted on Contractor's bulletin boards in areas where employees or applicants congregate.

- 3.1.4. Contractor shall communicate to all employees its EEO Policy and program through regular meetings during which managers and supervisors will discuss Contractor's EEO policies and programs, individual responsibilities and review progress.
- 3.1.5. Applications for employment shall include a statement regarding non-discrimination.

#### **4. EXTERNAL DISSEMINATION**

- 4.1. Recruiting services through which Contractor hires, and each labor union or workers' representative with which it has a collective bargaining agreement or other employment-related contract, shall be informed through meetings or by written notification of the Contractor's policies regarding equal opportunity. Contractor will encourage the above actively to recruit and refer diverse applicants.
- 4.2. All advertisements for employment will state that Contractor is an equal opportunity employer.
- 4.3. When employees are featured in marketing campaigns, employee handbooks or similar publications under Contractor's control, diverse employees will be pictured where practicable.
- 4.4. An Equal Opportunity Clause will be inserted by Contractor in all future labor union agreements, purchase orders and all other contracts relative to this Agreement.

Contractor's non-discrimination plan compliance will be updated and revised periodically (at least annually) in light of experience, revised laws and regulations and their interpretations, and better understanding of effective approaches which will assure truly equal opportunity for all. The initial set of goals and timetables established pursuant to this Plan shall be forwarded to the Executive Director within 90 days after Contractor's execution of the Agreement. Each updated plan will be forwarded to the Executive Director within 30 days after their adoption. Each updated plan shall be consistent with the goals and objectives of this Plan.

Any questions relating to details of this Plan should be referred to Contractor's Equal Employment Opportunity Coordinator.



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**EXHIBIT N - GUARANTY**

**WHEREAS**, the City of Oakland, a municipal corporation doing business by and through its Board of Port Commissioners, hereafter referred to as "Port", and \_\_\_\_\_, hereafter referred to as "Contractor", are about to execute a document entitled Agreement For Airport Shuttle Bus Fleet Maintenance Services (the "Agreement") dated \_\_\_\_\_, 20, under which Contractor will manage, operate and maintain, as an independent contractor, the Airport Shuttle Bus Fleet Maintenance Services at Oakland International Airport; and

**WHEREAS**, the undersigned, hereinafter referred to as "Guarantors", have a financial interest in and/or will receive benefit from Contractor, and

**WHEREAS**, Port would not execute the Agreement if Guarantors did not execute and deliver to Port this Guaranty.

**NOW THEREFORE**, for and in consideration of the execution of the Agreement by Port and as a material inducement to Port to execute said Agreement, Guarantors hereby jointly, severally, unconditionally and irrevocably guarantee the prompt payment by Contractor of all sums payable by Contractor under the Agreement and the faithful and prompt performance by Contractor of each and every one of the terms, conditions and covenants of the Agreement to be kept and performed by Contractor that arise during the Contract Term of the Agreement.

It is specifically agreed and understood that the terms of the Agreement may be altered, affected, modified, waived or changed by agreement between Port and Contractor, including, without limitation, the amount of the Fee, the definition of Reimbursable Expenses, the Contract Term of the Agreement and the location of the Premises, and the Agreement may be assigned by Port or any assignee of Port without consent or notice to Guarantors and that this Guaranty shall thereupon and thereafter continue to guarantee the performance of the Agreement as so changed, modified, affected, altered or assigned, irrespective of the lack of prior notice to or consent by Guarantors.

In the event the Agreement is renewed and/or extended by the Port, this Guaranty shall also apply to the Agreement as so extended or renewed, notwithstanding any changes in the provisions thereof, with the same effect as if this Guaranty had been executed by the undersigned with reference to the renewed or extended Agreement at the time of said renewal or extension.

This Guaranty shall not be released, modified or affected by failure or delay on the part of Port to enforce any of the rights or remedies of the Port under the Agreement, whether pursuant to the terms thereof or at law or in equity.

No notice of occurrence, existence or continuance of any failure of performance or payment under the Agreement, or any other event of default or default by Contractor under the Agreement need be given to Guarantors. It is specifically agreed and understood that the guarantee of the undersigned is a continuing guarantee under which Port may proceed forthwith and immediately against Contractor or against one or more of the Guarantors following any breach or default by Contractor or for the

enforcement of any rights which Port may have as against Contractor pursuant to or under the terms of the Agreement or at law or in equity.

Port shall have the right to proceed against any of the Guarantors hereunder following any breach or default by Contractor without first proceeding against Contractor or any of the remaining Guarantors and without previous notice to or demand upon either Contractor or Guarantors. Each Guarantor further assents, without the requirement or condition that notice of any kind or nature be given to such Guarantor on account thereof, to (a) any failure to resort to or exhaust other rights, powers or remedies on the part of Port; (b) the acceptance by Port of (i) any prepayments or partial payments under the Agreement and (ii) any payment in full satisfaction of less than all of the amount due under the Agreement.

Guarantors, and each of them, hereby waive (a) notice of acceptance of this Guaranty, (b) demand of payment, diligence, presentation and protest, including, without limitation, of claims with a court in the event of receivership or bankruptcy of Contractor, (c) notice of the reliance of Port upon this Guaranty; (d) any right to require the Port to proceed against the Contractor or any other Guarantor or any other person or entity liable to Port, (e) any right to require Port to apply to any default any security deposit or other security it may hold under the Agreement, (f) any right to require Port to proceed under any other remedy Port may have before proceeding against Guarantors, (g) any right of subrogation, reimbursement, indemnification, and contribution, and (h) any other rights and defenses that are or may become available to Guarantors by reason of sections 2787 to 2855 of the California Civil Code. In addition, Guarantor agrees that the performance of any act or payment that tolls the statute of limitations applicable to the Agreement shall similarly operate to toll the statute of limitations applicable to Guarantors' liability hereunder.

Guarantors do hereby subrogate all existing or future indebtedness or other obligations of Contractor to Guarantors to the obligations owed to Port under the Agreement and this Guaranty.

Each of the undersigned Guarantors that is a natural person represents and warrants to the Port either that: (a) he or she is currently unmarried, and covenants that if he or she marries, (i) recourse may be had against his or her separate property for all of such Guarantor's obligations under this Guaranty, and (ii) his or her spouse shall become a party to this Guaranty so that recourse may be had against such spouse's separate property and to their community property for all of such Guarantor's obligations under this Guaranty; or (b) he or she is currently married, and his or her spouse has executed this Guaranty as a Guarantor.

The Guarantors agree to provide financial and other information about the Guarantors to the Port to the same extent that the Contractor is obligated to provide such information under Section 23(f) of the Agreement.

This Guaranty and the liability of Guarantors hereunder shall not be subject to or contingent upon (a) the genuineness, validity, regularity or enforceability of the Agreement, or (b) any law, ordinance, rule, regulation, writ, order or decree now or hereafter in effect which might in any manner affect the Contractor's obligations under the Agreement or any rights, powers or remedies of Port in respect thereof, or cause or permit to be invoked any alteration of time, amount or manner of payment or performance of any obligation of the Contractor under the Agreement. Further, this Guaranty shall not be deemed discharged, impaired or affected by (x) the power or authority of Contractor to enter

into or to obtain the Agreement; (y) any subcontracting or assignment by Contractor of its interest in the Agreement; or (z) the existence or non-existence of Contractor as a legal entity.

All of the rights, powers and remedies of Port under the Agreement and this Guaranty are intended to be distinct, separate and cumulative, and none of such rights, powers and remedies therein and herein contained is intended to be exclusive of or a waiver of any other right, power or remedy therein or herein contained.

This Guaranty shall be governed by, and construed in accordance with, the laws of the State of California. Each provision hereof is intended to be severable. If any clause, phrase, provision or portion of this Guaranty or the application thereof is determined by a court of competent jurisdiction to be invalid or unenforceable under applicable law, the remaining clauses, phrases, provisions and portions of this Guaranty shall not be affected or impaired thereby, but each remaining clause, phrase, provision and portion shall be valid and be enforceable to the fullest extent permitted by law.

The term "Contractor" whenever used in this Guaranty refers to and means the Contractor named in the Agreement and also to any successor to the interests of the Contractor authorized pursuant to the terms of the Agreement.

This Guaranty shall be binding on the Guarantors and their respective heirs, executors, personal representatives, successors and assigns.

In the event any action is brought by the Port against Guarantors or any of them to enforce the obligation of Guarantors hereunder, the unsuccessful party in such action shall pay to the prevailing party therein a reasonable attorney's fee, which shall be fixed by the court.

**IN WITNESS WHEREOF**, each Guarantor hereby executes this Guaranty this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Address: _____ _____	Address: _____ _____
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Address: _____ _____	Address: _____ _____

**PORT OF OAKLAND  
OAKLAND INTERNATIONAL AIRPORT  
AIRPORT SHUTTLE BUS FLEET MAINTENANCE SERVICES**

**EXHIBIT O – PROVISION FROM PROPOSER’S PROPOSAL**

As provided in Section 28 of the Agreement, in the event any provision of the Proposal expressly conflicts with any other provision of the Agreement, the other provisions of the Agreement shall prevail.

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EXHIBIT P - AGREEMENT ADDENDUMS**

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OAKLAND INTERNATIONAL AIRPORT  
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**EXHIBIT Q – SCOPE OF SERVICES; CONTRACTOR’S OBLIGATIONS**

(See Attachment 11)

[I - AIRPORT SHUTTLE BUS FLEET DESCRIPTION](#)

[II - SCOPE OF SERVICES](#)

[III - PERFORMANCE STANDARDS](#)

[IV - QUALITY ASSURANCE PLAN OUTLINE](#)

[V - MAINTENANCE PLAN OUTLINE](#)

[VI - STAFFING PLAN OUTLINE](#)

[VII - SAFETY PLAN OUTLINE](#)

[VIII - TRANSITION PLAN OUTLINE](#)

[IX - WORK ORDER ESTIMATES](#)

[X - ACCEPTANCE INSPECTION CHECK-LIST](#)

[XI - WARRANTY REPAIR REPORT](#)

[XII - MANUFACTURER’S MAINTENANCE SERVICE SPECIFICATIONS](#)

**PORT OF OAKLAND  
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**EXHIBIT R – FAA AIP GRANT-REQUIRED PROVISIONS**

The following provisions are required in all Port contracts because of the Port’s participation in the FAA Airport Improvement Program (AIP). Contractor shall fully comply with all of the following provisions and shall also include each these provisions in all of its contracts and subcontracts related to this Agreement.

**Note:** The Port is sometimes hereinafter referred to as “Sponsor”. These provisions, as worded below, are required as a result of the AIP and may not be amended.

**A. General Civil Rights Provisions.**

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

**B. Compliance With Nondiscrimination Requirements.**

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

- 1. Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-Discrimination:** The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor’s obligations under this contract and the

Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the Non-discrimination provisions of this Agreement, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
  - Cancelling, terminating, or suspending an Agreement, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs 1 through 5 above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**C. Title VI List of Pertinent Nondiscrimination Acts and Authorities.**

During the performance of this Agreement, the Contractor, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);



- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131–12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

#### **D. Fair Labor Standards Act.**

This Agreement incorporates by reference the provisions of 29 U.S.C. § 201, *et seq* (the Federal Fair Labor Standards Act or “FLSA”), and its implementing regulations, with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping and child labor standards for full and part time workers. Contractor has full responsibility to monitor compliance to the referenced statute and regulation. Contractor

must address any claims or disputes that arise from this requirement directly with the US Department of Labor – Wage and Hour Division.

**E. Occupational Safety and Health Act.**

This Agreement incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 U.S.C. §651, et seq; 29 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.