

STANISLAUS REGIONAL TRANSIT AUTHORITY

REQUEST FOR PROPOSALS

NO. 2021 - 01

OPERATION OF TRANSIT SERVICES

Addendum No. 2

Issued: April 21, 2021

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In response to questions, the attached clarifications and revised language are made part of the above cited Request for Proposals. All other terms and conditions remain in effect.

Please acknowledge receipt of this and any other Addenda on the proposal forms.

- 1. In Section 110 of the RFP, both the Pre-Qualification and Technical Proposal may be submitted in either Word or PDF format. The following sentence shall be changed from:**

“PROPOSALS SHALL CONSIST OF ONE (1) UNBOUND ORIGINAL HARD COPY; SIX (6) BOUND COPIES and ONE (1) ELECTRONIC VERSION (USB DRIVE) of each of the three components – Pre-Qualifications Submission (Word format), Technical Qualifications (Word format) and Price Proposals (Excel format).”

To:

“PROPOSALS SHALL CONSIST OF ONE (1) UNBOUND ORIGINAL HARD COPY; SIX (6) BOUND COPIES and ONE (1) ELECTRONIC VERSION (USB DRIVE) of each of the three components – Pre-Qualifications Submission (Word **or PDF formats**), Technical Qualifications (Word **or PDF formats**) and Price Proposals (Excel format).”

- 2. In Section 113, Section C of the RFP, the following sentence shall be changed from:**

“The Technical Qualifications Proposal cannot exceed ninety (90) pages in length.”

To:

“The Technical Qualifications Proposal cannot exceed **one hundred twenty (120)** pages in length.”

- 3. In Section 115, Paragraph F, item (1) of the RFP, the following sentence shall be changed from:**

“A description of the CONTRACTOR’s program for training operators, dispatchers, supervisors, reservationists and other personnel. The Training Program must include an identification of the specific course content or subject matter and the number of hours of training to be provided for each of the above classes of employees. A minimum of 144 hours is required for the initial training program.”

To:

“A description of the CONTRACTOR’s program for training operators, dispatchers, supervisors, reservationists and other personnel. The Training Program must include an identification of the specific course content or subject matter and the number of hours of training to be provided for each of the above classes of employees. A minimum of 144 hours is required for the initial training program **for all operators, unless the training program shows a justification for a reduction in the minimum number of hours.**”

4. In Section 116 of the RFP, the following sentence shall be changed from:

“CONTRACTORS shall provide ONE (1) UNBOUND ORIGINAL HARD COPY; One (1) BOUND COPIES; AND (1) ELECTRONIC VERSION (USB DRIVE) of the Price Proposal in a separate sealed envelope marked “PRICE PROPOSAL – RFP#: 2021-01.”

To:

“CONTRACTORS shall provide ONE (1) UNBOUND ORIGINAL HARD COPY; **SIX (6) BOUND COPIES;** AND (1) ELECTRONIC VERSION (USB DRIVE) of the Price Proposal in a separate sealed envelope marked “PRICE PROPOSAL – RFP#: 2021-01.”

5. In Section 118 of the RFP, the following sentence shall be changed from:

“AUTHORITY reserves the right to make changes to the draft operations agreement after the award. As noted in Section 114, CONTRACTORS should list in Tab PS-9 any exceptions to the terms of this RFP (specifically including the terms and conditions in the Draft Operations Agreement in Part IV hereof).”

To:

“AUTHORITY reserves the right to make changes to the draft operations agreement after the award. As noted in Section 114, CONTRACTORS should list in **Tab PS-10** any exceptions to the terms of this RFP (specifically including the terms and conditions in the Draft Operations Agreement in Part IV hereof).”

6. The Price Proposal Form has been amended to reflect an update to the number of estimated hours in the first year of the Agreement.

7. In Part IV of the RFP, in Section 4, paragraph 9, item “a” of the draft Agreement, has been changed from:

“Any increase or decrease in payment to the CONTRACTOR for the total number of Vehicle Revenue Hours that increases by 25 percent on fixed route, demand response and/or ADA Paratransit services, in any Agreement year (other than year 1) shall give rise to negotiations

between AUTHORITY and the CONTRACTOR, which may result in the Fixed Monthly Fee and/or the Rate per Revenue Hour increasing, decreasing, or remaining the same.”

To:

“Any increase or decrease in payment to the CONTRACTOR for the total number of Vehicle Revenue Hours that increases or **decreases by 15 percent** on fixed route, demand response and/or ADA Paratransit services, in any Agreement year (other than year 1) shall give rise to negotiations between AUTHORITY and the CONTRACTOR, which may result in the Fixed Monthly Fee and/or the Rate per Revenue Hour increasing, decreasing, or remaining the same.”

8. In Part IV of the RFP, in Section 5, paragraph 2, item “e” of the draft Agreement, has been changed from:

“Training. The CONTRACTOR shall assure that all existing vehicle operators who remain in service under this Agreement have at least 20 hours of training annually, which shall include refresher courses on safety, defensive driving, sensitivity training, customer service, and other operational policies and program requirements. Such training shall be scheduled to accommodate the work schedule of the existing employees. Retraining of employees who have had a collision or required retraining as a result of a valid customer complaint within the last 12 months shall be completed no later than 30 calendar days after the Commencement Date. All other employees shall be trained in accordance with the CONTRACTOR’s Training Program, including refresher courses identified in that Program or otherwise deemed to be reasonably necessary by the CONTRACTOR, within 90 calendar days after the commencement of Revenue Service.

To:

“Training. The CONTRACTOR shall assure that all existing vehicle operators who remain in service under this Agreement have at least 20 hours of training annually, which shall include refresher courses on safety, defensive driving, sensitivity training, customer service, and other operational policies and program requirements. Such training shall be scheduled to

accommodate the work schedule of the existing employees. ~~Retraining of employees who have had a collision or required retraining as a result of a valid customer complaint within the last 12 months shall be completed no later than 30 calendar days after the Commencement Date.~~ All employees shall be trained in accordance with the CONTRACTOR's Training Program, including refresher courses identified in that Program or otherwise deemed to be reasonably necessary by the CONTRACTOR, ~~within 90 calendar days after the commencement of Revenue Service.~~

9. In Part IV of the RFP, in Section 7, paragraph 2, of the draft Agreement, has been changed from:

Invoice Contents and Calculations. -- The CONTRACTOR shall submit the invoice by the 10th day of each month. The amount payable under such invoice will be equal to the sum of (A) 100 percent of the applicable Fixed Monthly Fee, plus (B) the number of Vehicle Revenue Hours split between service type (Fixed Route, Demand Response, ADA Paratransit) actually operated through the last day of the prior month, multiplied by the applicable Rate per Revenue Hour, minus (C) any liquidated damages incurred on the CONTRACTOR as found in Section 20, and plus (D) any incentives provided to the CONTRACTOR as found in Sections 20.

To:

Invoice Contents and Calculations. -- The CONTRACTOR shall submit the invoice by the 10th day of each month. The amount payable under such invoice will be equal to the sum of (A) 100 percent of the applicable Fixed Monthly Fee, plus (B) the number of Vehicle Revenue Hours split between service type (Fixed Route, Demand Response, ADA Paratransit) actually operated through the last day of the prior month, multiplied by the applicable Rate per Revenue Hour, minus (C) any liquidated damages incurred on the CONTRACTOR as found in Section 20, and plus (D) any incentives provided to the CONTRACTOR as found in Sections 20, ~~and minus (E) the total revenue received through credit card transactions from their monthly invoice, and plus (F) any financial institution fees associated with the credit card terminal. Contractor will provide documentation reconciling revenues and backup documentation for fees.~~

10. In Part IV of the RFP, Section 11, paragraph 4, item (e) and (f) shall be added to state:

e. CONTRACTOR shall be responsible for establishing a cash drawer to accommodate change for over the counter sales. The amount of the cash drawer shall be sufficient to provide change for the anticipated transactions each day.

f. CONTRACTOR shall be responsible for establishing credit card transaction hardware and financial accounts to accept all major credit cards. CONTRACTOR shall retain all revenue received from the credit card transactions and credit the monthly invoice to CONTRACTOR will the amount minus all applicable financial institution credit card fees. With 60 days notice, the Authority may establish its own credit card transaction accounts and provide that system to CONTRACTOR.

11. In Part IV of the RFP, Section 11, paragraph 5, of the draft Agreement has been replaced entirely with the text below:

“5. Phone System

- a. CONTRACTOR shall be responsible for a establishing a new phone system to handle all aspects of the operation. The phone system will become the property of the Authority at the end of the base term of the Agreement.
- b. AUTHORITY shall establish a main phone number for passengers to call for passenger service and reservation requests.
- c. CONTRACTOR shall have personnel available to answer telephones from at least thirty (30) minutes prior to the first scheduled pick-up until operations end.
 - i. If service is modified by the AUTHORITY to begin earlier or later, or to end earlier or later than currently scheduled, the time period when passenger service is available shall be adjusted accordingly.
 - ii. A minimum of one person must be available in the office at all times customer calls are received to provide information in English and Spanish.
- d. CONTRACTOR shall maintain enough telephone lines dedicated exclusively to service requests for all modes of service.
 - i. CONTRACTOR shall add passenger service personnel if AUTHORITY determines that an unacceptable pattern or practice is established of service request callers being placed on “Hold” because insufficient personnel are available to answer telephones or handle dispatching duties. An unacceptable pattern or practice

shall exist if more than five percent (5%) of callers are placed on hold for more than 180 seconds before personnel begin assisting the caller or the average initial hold time exceeds 120 seconds. Answering the telephone to ask the caller to remain on hold is not “assisting the caller.” If any secondary holds are necessary, personnel shall check back with the caller at least once every minute.

- e. CONTRACTOR shall maintain business office phones with a number different than the service request numbers.
- f. CONTRACTOR personnel shall treat all passengers in a courteous and respectful manner consistent with the requirements of the ADA and good business practice. If AUTHORITY determines that a pattern of indefensible passenger relations complaints is established, CONTRACTOR shall upgrade its passenger relations training program to AUTHORITY’S satisfaction and retrain its personnel as necessary to reduce complaints.
- g. At a minimum, the telephone system shall include the following:
 - i. The ability to queue callers
 - ii. An external electronic display showing the number of callers on hold, number of agents available for calls, number of callers in the hold queue and hold times.
 - iii. Music or other indication that a call on hold remains active.
 - iv. An auto-record calls feature in which all calls are electronically recorded and stored. The recording must be associated with a specific telephone line and passenger service agent. Recorded calls shall be made available to the Authority and CONTRACTOR staff for use in complaint investigation and performance evaluations. The phone system shall have the capability to save the recorded telephone conversation as an audio file, able to be transmitted over email or saved on other electronic storage media (e.g. USB drive). Recordings shall be retained for at least 30 days.
 - v. A feature in which a manager or supervisor can enter a call at any time to monitor an agent’s conversation or to speak with a passenger and in which agents may request assistance from a manager or supervisor.
 - vi. A feature that enables caller to hear a greeting after the initial call is placed, which provides options to hear pre-recorded information, speak to a live person, or leave a recorded message for trip cancellations.
 - vii. Caller ID.

- viii. A reporting package that includes all data necessary to support ADA compliance and Authority required monthly reports. CONTRACTOR shall submit a monthly a reporting package that provides, in an easy to read format, number and percentage of calls completed, the number of calls received per hour, and maximum hold times per hour, the amount of time calls are on hold at the initial call broken down on a daily basis with a monthly summary.“

12. In Part IV of the RFP, Section 12, paragraph 3, shall be changed from:

“Vehicle Condition Standards. -- The CONTRACTOR shall be responsible for the cost of any and all repairs of damage that occurs to any vehicles, both revenue and non-revenue, used under this Agreement, regardless of the party that is responsible for damage. Damage repair will be completed promptly by AUTHORITY. For the purpose of this section, all unoccupied vehicles parked at the Bus Maintenance Facility (BMF) or satellite overnight parking locations as authorized by the AUTHORITY shall be considered to be under AUTHORITY’s care and control regardless of whether an AUTHORITY or CONTRACTOR employee transported the bus there. AUTHORITY determination of responsibility for damage and reimbursement amount for it shall be conclusive. AUTHORITY shall have sole control over the manner in which repairs are made. CONTRACTOR shall pay said reimbursement within thirty (30) days of AUTHORITY mailing of an invoice. Said invoice provided by AUTHORITY shall include only following information: in-house labor, in-house parts, commercial labor, and commercial parts. Additional information will be provided at AUTHORITY’s sole discretion.”

To:

“Vehicle Condition Standards. -- The CONTRACTOR shall be responsible for the cost of any and all repairs of damage that occurs to any vehicles, both revenue and non-revenue, used under this Agreement, regardless of the party that is responsible for damage. Damage repair **for revenue vehicles** will be completed promptly by AUTHORITY. For the purpose of this section, all unoccupied vehicles parked at the Bus Maintenance Facility (BMF) or satellite overnight parking locations as authorized by the AUTHORITY shall be considered to be under AUTHORITY’s care and control regardless of whether an AUTHORITY or CONTRACTOR employee transported the bus there. AUTHORITY determination of responsibility for damage and reimbursement amount

for it shall be conclusive. AUTHORITY shall have sole control over the manner in which repairs are made. CONTRACTOR shall pay said reimbursement within thirty (30) days of AUTHORITY mailing of an invoice. Said invoice provided by AUTHORITY shall include only following information: in-house labor, in-house parts, commercial labor, and commercial parts. Additional information will be provided at AUTHORITY's sole discretion."

13. In Part IV of the RFP, Section 13, paragraph 1, item b AND Section 13, paragraph 2, item b of the draft Agreement has been changed from:

"CONTRACTOR is responsible for utilities, internet and telephone expenses incurred in the course of performing the Agreement."

To:

"CONTRACTOR is responsible for ~~utilities~~, internet and telephone expenses incurred in the course of performing the Agreement."

14. In Part IV of the RFP, Section 17, paragraph 2, item (d) has been added to state:

"d. CONTRACTOR will be compensated for responding to emergencies as directed by Authority at the applicable rate per revenue hour."

15. In Part IV of the RFP, Section 26, paragraph 5, of the Agreement has been changed from:

" (5) Upon failure of CONTRACTOR to furnish, deliver or maintain such insurance and certificates as above provided, this Agreement, at the election of AUTHORITY, may be forthwith declared suspended or terminated. Failure of CONTRACTOR to obtain and/or maintain any required insurance shall not relieve CONTRACTOR from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of CONTRACTOR concerning indemnification. AUTHORITY, its agents, officers, employees, and volunteers shall be named as an additional insured on all insurance policies required herein, except Workers' Compensation and Professional Liability. The Workers' Compensation insurer shall agree to waive all rights of subrogation against AUTHORITY, its agents, officers, employees,

and volunteers for losses arising from work performed by CONTRACTOR for AUTHORITY. CONTRACTOR insurance policy(ies) shall include a provision that the coverage is primary as respects AUTHORITY; shall include no special limitations to coverage provided to additional insured; and, shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of AUTHORITY. CONTRACTOR must deliver certificates evidencing existence of the insurance listed above to AUTHORITY prior to the time the Agreement is signed. CONTRACTOR shall provide AUTHORITY with separate endorsements evidencing proof of AUTHORITY's additional insured status as to both the general liability and automobile liability insurance policies. In addition, CONTRACTOR shall provide AUTHORITY with a Workers Compensation subrogation waiver by way of a separate endorsement. All endorsements referenced above must include the applicable policy number. For any claims related to this project, the CONTRACTOR insurance coverage shall be primary insurance as respects AUTHORITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by AUTHORITY, its officers, officials, employees, or volunteers shall be excess of CONTRACTOR insurance and shall not contribute with it."

To:

" (5) Upon failure of CONTRACTOR to furnish, deliver or maintain such insurance and certificates as above provided **with respect to claims arising under this Agreement**, this Agreement, at the election of AUTHORITY, may be forthwith declared suspended or terminated. Failure of CONTRACTOR to obtain and/or maintain any required insurance shall not relieve CONTRACTOR from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of CONTRACTOR concerning indemnification. AUTHORITY, its agents, officers, and employees **and volunteers** shall be named as an additional insured on all insurance policies required herein, except Workers' Compensation and Professional Liability. The Workers' Compensation insurer shall agree to waive all rights of subrogation against AUTHORITY, its agents, officers, and employees **and volunteers** for losses arising from work performed by CONTRACTOR for AUTHORITY. CONTRACTOR insurance policy(ies) shall include a provision that the coverage is primary as respects AUTHORITY; shall include no special limitations to coverage provided to additional insured; and, shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of AUTHORITY. **Contractor**

may provide its own coverage for workers compensation and automobile liability with a self-insurance group approved by the State of California. CONTRACTOR must deliver certificates evidencing existence of the insurance listed above to AUTHORITY prior to the time the Agreement is signed. CONTRACTOR shall provide AUTHORITY with separate endorsements evidencing proof of AUTHORITY's additional insured status as to both the general liability and automobile liability insurance policies. In addition, CONTRACTOR shall provide AUTHORITY with a Workers Compensation subrogation waiver by way of a separate endorsement. All endorsements referenced above must include the applicable policy number. For any claims related to this project, the CONTRACTOR insurance coverage shall be primary insurance as respects AUTHORITY, its officers, officials, and employees ~~and volunteers~~. Any insurance or self-insurance maintained by AUTHORITY, its officers, officials, or employees ~~or volunteers~~ shall be excess of CONTRACTOR insurance and shall not contribute with it."

16. In Part IV of the RFP, Section 26, paragraph 6, of the Agreement has been changed from:

"(6) Hold Harmless Agreement CONTRACTOR shall hold AUTHORITY, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities, judgments or damages from every cause, including but not limited to injury to person or property or wrongful death, including reasonable costs and expenses of defense of any judicial or administrative action, arising directly or indirectly out of any negligent or intentional act or omission of Contractor, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement. Contractor's obligation to defend, indemnify, and hold AUTHORITY, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for CONTRACTOR to procure and maintain a policy of insurance."

To:

"(6) Hold Harmless Agreement CONTRACTOR shall hold AUTHORITY, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities, judgments or damages from every cause, including but not limited to injury to person or property or wrongful death, including reasonable costs and

expenses of defense of any judicial or administrative action, arising directly or indirectly out of any negligent or intentional act or omission of Contractor, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

Contractor's obligation to defend, indemnify, and hold AUTHORITY, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for CONTRACTOR to procure and maintain a policy of insurance.

Notwithstanding the foregoing, the CONTRACTOR shall not be liable for the defense or indemnification of the AUTHORITY for claims or actions arising out of the sole active negligence or willful misconduct of the AUTHORITY. ”

17. In Part IV of the RFP, Section 27 regarding the Performance Bond has been removed in its entirety.

18. In Part IV of the RFP, Section 38, paragraph 1 has been changed from:

“(1) The performance of Work under the Agreement may be terminated by AUTHORITY, with or without cause, in accordance with this Section in whole, or from time to time in part, whenever AUTHORITY determines, upon recommendation of the AUTHORITY Executive Director/CEO, that such termination is in the best interest of AUTHORITY. Any such termination shall be effected by delivery to the CONTRACTOR of a notice of termination, provided not less than 30 calendar days prior to the termination date, specifying the extent to which performance of Work under the Agreement is terminated and the date upon which such termination becomes effective.”

To:

“(1) The performance of Work under the Agreement may be terminated by AUTHORITY, with or without cause, in accordance with this Section in whole, or from time to time in part, whenever AUTHORITY determines, upon recommendation of the AUTHORITY Executive Director/CEO, that such termination is in the best interest of AUTHORITY. Any such termination shall be effected by delivery to the CONTRACTOR of a notice of termination, provided not less than 60 calendar days prior to the termination date, specifying the extent

to which performance of Work under the Agreement is terminated and the date upon which such termination becomes effective.”

19. In Part IV of the RFP, Section 41 of the Agreement has been changed from:

“SEC. 41 FORCE MAJEURE

The CONTRACTOR shall not be liable for any failure to perform if acceptable evidence has been submitted to AUTHORITY that failure to perform the Agreement was due to causes beyond the control and without the fault or negligence of the CONTRACTOR. Examples of such causes include, but are not limited to, acts of God, civil disturbances, fire, war, or floods, but do not include labor-related incidents, such as strikes or work stoppages.”

To:

“SEC. 41 FORCE MAJEURE

The CONTRACTOR shall not be liable for any failure to perform if acceptable evidence has been submitted to AUTHORITY that failure to perform the Agreement was due to causes beyond the control and without the fault or negligence of the CONTRACTOR. Examples of such causes include, but are not limited to, acts of God, civil disturbances, fire, war, or floods, **acts of terrorism, acts of government, epidemic, pandemic or quarantine restriction**, but do not include labor-related incidents, such as strikes or work stoppages.”

20. In Part IV of the RFP, Section 45 paragraph 18 subsection a of the Agreement has been changed from:

“a. Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient’s authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient’s CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient’s CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.”

To:

“a. Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided ~~in writing by the recipient’s authorized representative~~ in writing by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the ~~recipient’s StanRTA~~ CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the ~~arbitrator if the parties mutually agree, or in a court of competent jurisdiction within the residing State, recipient’s CEO~~ shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.”

21. In Part IV of the RFP, Section 45 paragraph 20 subsection b of the Agreement has been changed from:

“b. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient’s overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.”

To:

“b. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. ~~There is no contract goal for this procurement, however the Authority requires a good faith effort to use Disadvantaged Business Enterprises. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient’s overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.~~”

22. In Attachment B (Bus Maintenance Facility SAMPLE Lease Agreement), Section 6 has been changed from:

“6. The Building Area within the Leased Premises will be furnished with cubicles, desks, cabinets and appurtenant furnishings for LESSEE’s use as shown in Exhibit 2D through 2I. Furnishings shall not be altered without the approval of Authority. LESSOR covenants that on termination of this Lease Agreement by lapse of time or otherwise, it will yield up the furnishings to LESSOR in as good condition as when LESSEE entered upon the Leased Premises, ordinary wear and tear excepted.”

To:

“6. The Building Area within the Leased Premises will **not** be furnished ~~with cubicles, desks, cabinets and appurtenant furnishings for LESSEE’s use as shown in Exhibit 2D through 2I. Furnishings shall not be altered without the approval of Authority. LESSOR covenants that on termination of this Lease Agreement by lapse of time or otherwise, it will yield up the furnishings to LESSOR in as good condition as when LESSEE entered upon the Leased Premises, ordinary wear and tear excepted.~~”

23. In Attachment C (Transportations Center SAMPLE Lease Agreement), Section 4 has been changed from:

“4. The Building Area within the Leased Premises will be furnished with cubicles, desks, cabinets and appurtenant furnishings for LESSEE’s use as described in Exhibit 1D. Furnishings shall not be altered without the approval of LESSOR. LESSOR covenants that on the termination of this Lease Agreement by lapse of time or otherwise, it will yield up the furnishings to LESSOR in as good condition as when LESSEE entered upon the Leased Premises, ordinary wear and tear excepted.”

To:

“4. The Building Area within the Leased Premises will **not** be furnished ~~with cubicles, desks, cabinets and appurtenant furnishings for LESSEE’s use as described in Exhibit 1D. Furnishings shall not be altered without the approval of LESSOR. LESSOR covenants that on the termination of this Lease Agreement by lapse of time or otherwise, it will yield up the furnishings to LESSOR in as good condition as when LESSEE entered upon the Leased Premises, ordinary wear and tear excepted.~~”

24. The Price Proposal forms have been updated to reflect an update to the estimated number of vehicle revenue hours in the first 6 months of the Agreement.