



COUNTY OF PRINCE WILLIAM

1 County Complex Court, (MC 460) Prince William, Virginia 22192-9201
(703) 792-6770 Metro 631-1703, Ext. 6770 Fax: (703) 792-4611

FINANCE DEPARTMENT
Purchasing

CONTRACT: 10027BA2

SUBJECT: Bluebird Travel Program Planning, Coordinator & Implementation

Between:

PRINCE WILLIAM COUNTY
1 COUNTY COMPLEX COURT (MC460)
PRINCE WILLIAM, VA 22192-9201

(703) 792-6770 METRO 631-1703 EXT 6770

And the Contractor:

Quality Tour Transport, Inc.
and DC Trails, Inc.
8025 Mims Street
Lorton, VA 22079

This Contract is entered into this 13th day of August 2009, by and between the board of County Supervisors of Prince William County, Virginia, or its authorized agents, and the Contractor identified above for services identified herein, on the following terms and conditions. This Contract is prepared in accordance with the Purchasing Regulations of Prince William County, which are incorporated herein by reference.

An Equal Opportunity Employer

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SECTION I
SPECIAL PROVISIONS

I.1 Definitions

"County" shall mean the Board of County Supervisors of Prince William County, Virginia, or the using department identified below and authorized by the Purchasing Regulations or other law to enter into Contracts.

"Using Department" for the purpose of this Contract shall mean Agency on Aging.

"Contract Administrator" assigned to administer this Contract for the County is Sarah Henry, Administrative Specialist I.

"Contractor" shall mean:

Quality Tour Transport, Inc.
and DC Trails, Inc.
8025 Mims Street
Lorton, VA 22079

whose authorized representative is Lisa Donovan, General Manager who is responsible for the performance obligation of the Contractor under this Contract.

I.2 Contract Period

The term for this Contract shall be for one-year from date of execution. The County shall have the option to extend the Contract for two (2) additional one-year periods, contingent upon availability of funds for the purpose. The option to renew shall be exercised at the sole discretion of the County.

The County shall give the Contractor reasonable written notice of intent to renew prior to the expiration date of the current contract. In the absence of any notification to renew, the contract shall automatically terminate on the expiration date specified in the contract. Agreement to extend the contract term shall not be final until the Contractor provides written acknowledgement of the extension.

I.3 Incorporation of Documents

The following documents are hereby incorporated by reference into this Contract:

1. Contractor's Proposal entitled Bluebird Travel Program and dated June 24, 2009.
2. Contractor's Bluebird Travel Program "Final and Best Cost Proposal" submitted July 31, 2009.
3. County's Solicitation number RFP090028 entitled Blue Bird Travel Program Planning, Coordinator & Implementation, and dated June 4, 2009.

In the event of an inconsistency between the above referenced documents, the inconsistency shall be resolved by giving precedence to the following: RFP090028. This Contract shall take precedence over all the documents referenced above.

I.4 Provision of Services

The Contractor hereby agrees to provide services to the Prince William County Agency on Aging Bluebird Program as described herein and further outlined in Attachment A; Scope of Work.

I.5 Contract Amount

In return for the services identified above, and subject to the "Non-Appropriation of Funds" clause herein, the County certifies that sufficient funds are budgeted and appropriated and shall compensate the Contractor the total amount of \$30,000.00 per year consisting of twelve (12) monthly payments of \$2,500.00.

I.6 Method of Payment

The Contractor shall submit invoices listing the services performed and completed as outlined in Attachment A. The invoice should cite the Purchase Order Number, Contract Number and date of services.

The County will make payment to the Contractor, net 30 days or in accordance with discount terms, if offered, after receipt of an acceptable invoice and satisfactory completion of each of the requested services as set forth in I.5 Contract Amount.

I.7 Time of the Essence and Completion

Time shall be of the essence to this Contract, except where it is herein specifically provided to the contrary.

I.8 Key Personnel

The Contractor shall assign to this Contract the following key personnel:

Lisa Donovan, General Manager
Joan Sacra, Tour Planner
Karl Baynes, Office Support

During the period of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contract Administrator within 5 calendar days after the occurrence of any these events and provide the information required by the paragraph below.

The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contract Administrator. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contract Administrator will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

I.9 Reports

Monthly financial and statistical reports shall be made to the Agency. The financial reports shall include and broken down by each trip, all revenues, including payments received from participants; all expenditures, including invoices from and payments to vendors; and refunds made to participants. The statistical report shall include, broken down by each trip, the number of participants per tour, in total for the month (duplicated count and unduplicated count).

Quarterly statistical reports shall be made to the Agency, the Bluebird Travel Advisory Committee and reported to the public at the quarterly meetings by the Contractor. The quarterly statistical reports shall include a compilation of the monthly statistical reports and the total percentage of seats filled each quarter

I.10 Inspection and Acceptance

All tasks and reports shall be conducted and completed in accordance with recognized and customarily accepted industry practices, and shall be considered complete when the deliverables are approved as acceptable by the Contract Administrator in writing. In the event of rejection of any report or deliverable, the Contractor shall be notified in writing and shall have ten (10) working days from date of issuance of notification to correct the deficiencies and resubmit the report/deliverable. Failure to submit acceptable work within the 10 days shall constitute a breach of the contract for which the Contractor may be held in default.

I.11 Insurance

The Contractor shall maintain insurance, in an amount and a form set forth in RFP090028.

I.12 Hold Harmless

The Contractor hereby agrees to indemnify and hold harmless Prince William County, Virginia, its officers, agents and all employees and volunteers, from any and all claims for property damage, bodily injuries and personal injuries to the public, including cost of investigation, all reasonable attorneys fees, and the cost of appeals arising out of any such claims or suits, because of any and all acts of omission or commission of the Contractor, including its agents, Subcontractors, employees and volunteers, in connection with Work under this Contract.

It is understood and agreed that the Contractor is at all times herein acting as an independent Contractor.

SECTION II

GENERAL PROVISIONS

II.1 Assignability of Contract

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the County.

II.2 Modifications or Changes to the Contract

All modifications and changes to the Contract shall be in writing.

The Head of the Using Department of this Contract, with the concurrence of the Purchasing Manager (except as otherwise provided by the Purchasing Regulations), shall, without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order." Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that the Contractor shall not be excused from performance under the changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

The Contractor need not perform any work described in any change order unless it has received a certification from the County that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

The Contractor shall make a demand for payment for completed changed work within 30 days of receipt of a change order, unless such time period is extended in writing, or unless the Purchasing Manager requires submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the County is prejudiced by such delay.

No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

II.3 Employment Discrimination for Contracts Over \$10,000

1. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

c. Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The Contractor will include the provisions of the foregoing paragraphs a, b, and c in every Subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each Subcontractor or Contractor.

II.4 Drug-free Workplace to be Maintained by Contractor for Contracts over \$10,000.00

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every Subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each Subcontractor or Contractor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of this Contract.

II.5 Claims/Disputes

In accordance with Section 2.2-4363, VA Code Ann., this provision shall be followed for consideration and handling of all claims by the Contractor under this contract. Section 2.2-4365, VA Code Ann., is not applicable to this Contract, and under no circumstances is this paragraph to be construed as an administrative appeals procedure governed by Section 2.2-4365, VA Code Ann.

Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten (10) days after the occurrence of the event giving rise to the claim, or within ten (10) days of discovering the condition giving rise to the claim, whichever is later. In no event, shall any claim arising out of this Contract be filed after the submission of the request for Final Payment by the Contractor.

Claims by the Contractor with respect to this Contract shall be submitted in writing in the first instance for consideration by the Contract Administrator. The decision of the Contract Administrator shall be rendered in writing within forty-five (45) days from the receipt of the claim from the Contractor. If the Contractor is not satisfied with the decision or resolution of the Contract Administrator, the Contractor may file a formal dispute with regards to the claim with the Prince William County Director of Finance, which claim shall be received within thirty (30) days of the date of decision of the Contract Administrator. The Director of Finance shall reduce his or her decision to writing and shall mail or otherwise furnish a copy of this decision to the Contractor within forty-five (45) days of the receipt of the claim from the Contractor. The decision of the Director of Finance shall be final on behalf of Prince William County unless the Contractor submits the claim to the County Executive within thirty (30) days of the Director of Finance's decision. The Contractor may submit the claim to the County Executive by mailing or otherwise furnishing the Purchasing Manager a copy of the claim and a request for the County Executive's determination.

The County Executive's decision on the claim shall be rendered in writing to the Contractor within forty-five (45) days of the Purchasing Manager's receipt of the request from the Contractor, and shall be final and binding on behalf of Prince William County, unless the Contractor submits the claim for determination by the Board of County Supervisors by mailing or otherwise furnishing the Purchasing Manager a copy of the claim, along with a request for determination by the Board within thirty (30) days of the County Executive's decision. The Board shall consider the claim and render a decision within forty-five (45) days of the date on which the Board hears the

claim in open meeting. The Board's procedure in considering claims under this Contract shall be the same as that for other decisions of the Board on claims made under Section 15.2-1245 et seq., VA Code Ann. The decision of the Board shall be final.

Should any decision-maker designated under this procedure fail to make a decision within the time period specified, then the claim is deemed to have been denied by the decision-maker.

Pending a final determination of a claim, the Contractor shall proceed diligently with the performance of the Work under the Contract.

In accordance with the provisions of Section 2.2-4363, VA Code Ann., full compliance with this procedure set forth in the provision shall be a precondition to the filing of any lawsuit by the Contractor against the Board of County Supervisors of Prince William County arising out of this Contract.

II.6 Termination for Convenience of the County

The parties agree that the County may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the County Executive of Prince William County shall determine that such termination is in the best interests of the County.

Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Executive or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

Upon receipt of such Notice, the Contractor shall:

1. Cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
2. Place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
3. Terminate all subcontracts except those made with respect to Contract performance not subject to the Notice;
4. Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Purchasing Manager of Prince William County; and
5. Use its best efforts to mitigate any damages which may be sustained by it as a consequence of termination under this clause.

After complying with the foregoing provisions, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of its termination, unless an extension is granted by the Purchasing Manager.

The Purchasing Manager, with the approval of the County's signatory to this Contract, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original Contract price, reduced by any payments made prior to Notice of Termination and further reduced by the price of the supplies not delivered, or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Purchasing Manager shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

1. With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - a. Cost of work performed or supplies delivered;
 - b. The cost of settling and paying any reasonable claims as provided in subparagraph (4), above;
 - c. A sum as profit on (a) determined by the Purchasing Manager to be fair and reasonable.
2. The total sum to be paid under (a) above shall not exceed the Contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of work or supplies not provided.

In the event that the Contractor is not satisfied with any payments which the Purchasing Manager shall determine to be due under this clause, the Contractor may appeal any claim to the Board of County Supervisors in accordance with the "Claims/Disputes" clause of this Contract.

The Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the County whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

II.7 Termination for Default

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

II.8 Termination for Non-Appropriation of Funds

If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this Contract, then the County may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the County shall be liable only for payments due through the date of termination.

II.9 Payments to Subcontractors

In the event that the Contractor utilizes a subcontractor for any portion of the work under this Contract, the Contractor hereby agrees to:

1. The Contractor shall take one (1) of the two (2) following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by a subcontractor under the Contract.
 - a. Pay a subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by that subcontractor under the Contract; or
 - b. Notify the agency and any subcontractors, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

2. The Contractor shall be obligated to pay interest to a subcontractor on all monies owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by a subcontractor under the Contract, except for amounts withheld under Subsection 1 b. of this section. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the provisions of this section may not be construed to be an obligation by the County. A contract modification may not be made for the purpose of providing reimbursement for any such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.
3. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.
4. The Contractor is hereby required to include in each of its subcontracts a provision requiring each subcontractor to otherwise be subject to the same payment and interest requirements set forth in subsection 2. and 3. of this section with respect to each lower-tier subcontractor.

II.10 Examination of Records

The Contractor agrees that the County, or any duly authorized representative, shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term "subcontract" as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. The period of access provided herein for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this Contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

II.11 Ethics in Public Contracting

The Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Sections 2.2-4367 through 2.2-4377, VA Code Ann., and that all amounts received by it, pursuant to this Procurement, are proper and in accordance therewith.

II.12 Governing Law and Choice of Forum

This Contract and any disputes hereunder shall be governed by the laws of the Commonwealth of Virginia. It is further agreed that all disputes and matters whatsoever arising under, in connection with or incident to this Contract, shall be litigated, if at all, in and before a state Court located in the County of Prince William in the Commonwealth of Virginia or a federal Court located in the Eastern District of Virginia, and any appropriate appellate Court thereof, to the exclusion of the courts of any other state, territory, country or other jurisdiction.

II.13 Immigration Reform and Control Act of 1986

The Contractor certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986 which prohibits employment of illegal aliens. The Contractor agrees that its employment of any person without legal status may subject it to termination of this contract for default and agrees to include a similar provision in any subcontract.

II.14 Integration

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

II.15 Rider Clause

The contract may be extended, with the authorization of the Contractor, to other public bodies, public agencies, or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the contract. The Contractor shall deal directly with public bodies utilizing the contract concerning issuance of purchase orders, contractual disputes, invoicing and payment. Prince William County Government acts only as the "Contracting Agent" for these public bodies.

It is the Contractor's responsibility to notify public bodies of the availability of the contract. Other public bodies desiring to use the contract shall make their own legal determination as to whether the use of the contract is consistent with their laws, regulations, and other policies. Other public bodies if mutually agreed may add terms and conditions required by their statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions.

Prince William County shall not be held liable for any costs or damages incurred by other public bodies as a result of any contract extended to other public bodies by the Contractor.

BOARD OF COUNTY SUPERVISORS OF
PRINCE WILLIAM COUNTY, VIRGINIA

Quality Tour Transport, Inc. and DC Trails, Inc.

County Representative

Contractor Representative

Title

Title

ATTEST:

Purchasing Manager

APPROVED AS TO FORM COUNTY ATTORNEY'S OFFICE

_____ Date: _____

ATTACHMENT A

SCOPE OF WORK

The Contractor shall provide the following services to the Prince William County Agency on Aging.

A. The Contractor shall plan tours under the advisement of the Bluebird Travel Advisory Committee and the Agency. A quarterly (Winter: January-March; Spring: April-June; Summer: July-September; Fall: October-December) schedule under the name “Bluebird Tours” shall be published with future overnight tours noted for advance reservations. All tour costs are passed on to the participants and no additional charges are to be passed on to the participants or the Agency. All day tours are based on the minimum of 20 passengers and overnight tours are based on a minimum of 30 passengers. If a tour does not have the minimum number of participants to run the tour two (2) weeks prior to the tour departure it will be cancelled and all monies will be returned to the participants.

Under the Bluebird Program, the Contract agrees not to book tours that will be neither International trips schedule nor trips that include casinos, including but not limited to Hotels, restaurants, and shows, etc.

A.1 Tours: Each quarter there will be twenty (20) day tours offered and the following configuration of overnight tours throughout the year, two (2) offered per quarter:

Three Three-Day Overnight Tours

Two Five-Day Overnight Tours

One Seven-Day Overnight Tour

One Nine -Day Overnight Tour

One Eleven -Day Overnight Tour

The Agency has the option for one or two trips a year extending past eleven days.

A.2 Overnight Tours: The Contractor shall mail an overnight tour itinerary to participants at least three weeks before the tour. Hotel accommodations should be at a venue that offers a continental breakfast on-site and the cost of the breakfast shall be included in the hotel room price. Hotel accommodations should be on the first floor if there is no elevator available and all rooms should be non-smoking.

A.3 Tour Escorts: Tours will be escorted by Bluebird Travel Advisory Committee Members, unless a request for an escort is made to the Contractor. The escorts’ tours will be at no charge to the escort. If the venue that the trip is going to does not provide a ‘comp’ for the escort, the cost of the escorts expenses will be divided among the participants and charged to them in the advertised cost of the tour. The contractor shall permit the Bluebird Travel Advisory Committee members and other volunteers, to serve as volunteer tour escorts for the Contractor. Escort materials shall be packaged and mailed directly to Escort at least 5 – 7 business days prior to departure of tour.

A.4 Tour Materials: For each tour the Contractor will provide the escort with the following materials; participant boarding lists broken down by boarding site, participant rooming list (if applicable); confirmations for all locations to be visited (all tours should be paid in full and have written confirmation before the group arrives); and trip analysis forms for each participant.

A.5 Trip Analysis: To be completed by each tour participant of each tour to let the Contractor know how they enjoyed the tour.

A.6 Charter Buses: Tours that take place on a commercial charter bus follow the rules listed below. Day tours within one hundred (100) miles of Prince William County will use a 31-passenger coach. All other tours will take place on a charter bus larger than a 31-passenger coach takes and have a lavatory on board. If a coach breaks down during a tour, it is the responsibility of the charter company to have a replacement coach to continue the tour within two (2) hours.

A.7 Physical Charter Bus Requirements: Coaches used must be six (6) years old or newer; washed exterior with clean windows, the interior swept or vacuumed, trash removed and spills wiped clean. The air conditioning and heating systems must be in good working order. The lavatory must be serviced prior to trip departure and supplied with paper products and hand sanitizer. All seats must be in good working order and upholstery is to be clean and in good condition. Coaches must be equipped with working intercom and DVD player that is accessible to the trip escort. The motor coach must meet or exceed federal and industry standards for mechanical operations and safety. Proof of such may be required at the County's discretion.

A.8 Drivers: Drivers must be legally licensed and have the ability to safely maneuver the motor coach on busy interstates and narrow streets of historic villages. Drivers must also have advance knowledge of the safest and most direct routes and other requirements, (i.e. tolls, parking fees and possible required permits) necessary to safely and expeditiously provide the required service. Drivers must be equipped with a properly working cellular phone in case of emergency only. Use of cellular phones by the driver for any reason other than those deemed emergencies will be prohibited while the bus is in motion. Drivers will be neatly dressed and groomed, understand the importance of customer service, and be courteous and polite to customers. Drivers must be able to comprehend and clearly speak fluent English. For any Bluebird Tour Program trip, only one driver shall be provided. Any additional drivers, trainees or other personnel shall not be added to the trip without prior consultation with the Agency.

A.9 Emergency Capability: In the event of an extreme emergency, the charter bus company is responsible to provide continuous supervision of participants until the Agency decides it is safe to disperse. Such a situation would include but not limited to providing food, lodging and other assistance as needed in consultation with the Contractor and Agency staff.

Emergency phone numbers for the Contractor and the charter bus in use must be provided to escorts and Agency staff.

A.10 Departure Locations: Departure locations will remain as they are stated in the Bluebird Tour Program Policy Manual, unless otherwise approved by County Staff.

A.11 Meetings: Work sessions will be held quarterly with the Bluebird Travel Advisory Committee, Agency Staff and the Contractor. A list of meeting dates will be provided to the Contractor. All meetings are held at 9:00 a.m.-11:00 a.m. in the 5 County Complex Court, Woodbridge, VA 22192. All meeting dates are subject to change. Contractors will receive a 30 days notice of any meeting date, time or location changes.

Bluebird Quarterly Meetings will be held quarterly with the Bluebird Travel Advisory Committee, Contractor and the Participants. A list of meeting dates will be provided to the Contractor. All meetings will be at 10:00 a.m.-12:00 p.m. located at 1 County Complex Court, Woodbridge, VA 22192. All meeting dates are subject to change. Contractors will receive a 30 days notice of any meeting date, time or location changes.

In addition, to the required meeting, Contractor shall have a staff member present for eight hours a month at location, dates and time negotiated by Agency and Contractor. The eight hours mandatory staff at PWC Agency on Aging locations shall be negotiated on a month-to-month

basis between Contract Administrator and Contractor by the 15th day of each month prior. The negotiations will include but not limited to, the date, time and locations of the eight hours for the month. County locations that Contractor will use are:

Woodbridge Senior Center, 13850 Church Hill Drive, Woodbridge, VA 22191
Manassas Senior Center, 9320 Mosby Street, Manassas, VA 20110
Administrative Office, 5 County Complex Court, Woodbridge, VA 22192

A.12 Advertising: The Contractor shall publish, print and distribute the Bluebird Tour Schedule at least one month prior to the start of the first trip scheduled. The schedule shall be submitted to the Agency to be posted on the Agency website and local government TV channels. The schedule will also be made available at the Senior Centers in Manassas and Woodbridge. Other locations the schedule will be sent will be provided by the Agency and will include, County recreation centers, libraries and local retirement communities. Available trips will be submitted to the local newspapers weekly as a press release by the Contractor.

A.13 Profit Share: The Contractors will maintain funds from Coach that is above the minimum passengers required to run trips. No funds will be reimbursed to the County or Bluebird Committee.

A.14 Reservations: The Contractor shall be responsible for taking all tour reservations.

A.15 Collections: The Contractor shall be responsible for collecting all tour payments and paying vendors.

A.16 Refunds: The Contractor shall be responsible for issuing refunds to participants within in two-weeks of cancellation.

A.17 Policy Manual: All of the Bluebird Tour Program Policies & Procedures will be followed.

A.18 Tickets/Seating: The Contractor shall purchase tickets based on the Bluebird Travel Advisory Committee advice as to where it is best to sit in each theatre or stadium.

A.19 Hotline: The use of the Bluebird Telephone Hotline 703-792-RIDE will continue. The Contractor will notify Agency staff of updates for the hotline weekly.

A.20 Contractor Availability: The Contractor's staff must be available five (5) days a week, for eight (8) consecutive hours for consultation with County staff and Bluebird Tour Program participants. Bluebird Tour Program inquiries must be returned within twenty four (24) business hours.

A.21 Customer Satisfaction: The Agency will conduct random surveys of participants regarding their experience with the Contractor.

A.22 Travel Insurance: The Contractor shall include travel insurance for all overnight tours in the cost of the trip. It will be the participant's option to waive the travel insurance. Trip Cancellation/Interruption insurance shall cover cancellations due to weather, sudden illness or death, jury duty, emergency military duty, and bankruptcy of airline or cruise line prior to departure.

A.23 Office Location: Contractor shall be accessible within the Prince William County Jurisdiction to accommodate the 55 year old or over population. Contractor shall state how they will accommodate participates if no office is located within a 25 mile radius of Prince William County.