Amtrak reserves the right to change the collection and/or validation process as part of this contract. Under the eTicketing program drivers and bus company management will be responsible for the deployment, use and security of Ticket Validation Scanners, which will be provided by Amtrak along with appropriate training courses. Although it is expected that eTicketing will reduce the need for on board sales of tickets, Amtrak reserves the right to require drivers to sell on-board Amtrak tickets or collect deposits at un-staffed locations to designated points, at no change in the contract rate. At the time of the commencement of this contract, drivers do not sell tickets, but in certain locations do collect a deposit from parolees for remittance at Bakersfield. Regardless of the specific ticket/scanning/validation program start, Amtrak will provide all tickets, electronic ticket devices, validation devices, training and accounting materials as required for functionality. The contractor will provide program support which includes distribution of validation devices, security of devices and training. Amtrak and the contractor will agree upon a reasonable system of accountability. Devices found to be intentionally or repeatedly lost or damaged by their employees will be replaced at the contractor's cost.

I. Fuel adjustments requested during the life of the contract will be based on the terms in Attachment E: Fuel Adjustment Language (EIA 10 Percent Threshold 6/27/2011).

This contract will utilize the Federal Energy Information Administration California Index, which includes taxes. Look in the website on the right side of the home page for the "53 weeks average" selection. The contract sets the base per gallon rate, and will pay an adjustment after a 10 percent threshold is subtracted.

http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp

The three-month California average for weeks ending 4/4/11 through 6/27/11 is $4.3275.

Read Attachment E and provide the following Contractor information:

Amtrak bus fleet miles per gallon of fuel: 5.8.

Location of maintenance yard: **Sylmar.

***See location notes on pages 6-7 in the Technical Proposal for locations details.*

Pricing Explanation

Coach America is proposing multiple price combinations. See attached Spread Sheet as well as the charts listed below.

Standalone Prices are listed below by route.

Group Prices are listed below by route.

Note on Combinations: Each Group Price proposed is priced to operate in combination with the complete Route 1. For example, the proposed route 1 and 4 group price is a combination of Route 1A, 1B, 1C, and 4. The prices and group combinations listed are non-changeable for the purpose of this pricing proposal. If other groupings not listed in our proposal are desired, Coach America can review and provide pricing as requested.

Coach America is offering the Van Hool C2045.

A Vehicle Specification Brochure have also been submitted in PDF format.

See chart below for pricing detail.

Coach America Route 9 Pricing	Equipment Type 2012 Van Hool C2045L	Daily Miles	Rate per Mile	Per Day
9	Stand Alone	573.3	3.33	1,909.09
1-9	Combination	573.3	3.20	1,834.56
1-9-19	Combination	573.3	3.23	1,851.76
1-9-12	Combination	573.3	3.24	1,857.49
1-4-9-19	Combination	573.3	3.26	1,868.96
1-4-9	Combination	573.3	3.23	1,851.76
1-9-12-19	Combination	573.3	3.27	1,874.69
1-4-9-12	Combination	573.3	3.27	1,874.69

Standalone Route prices:

Line 1: Price Daily Service as a standalone route

573.3 daily miles at $__see above chart_/per mile.

____/Day.

Group Price for Route:

Line 1: **Price Daily Service in combination with another route or routes**

This rate is part of a group bid for Routes:__see above chart___

573.3 daily miles at $_____/per mile.

_____/Day.

Additional second-line 102-inch wide buses to be used on an "As Required" basis, for a one-way trip (including any deadhead return of bus) or roundtrip in either direction, between or intermediate to the specific city pairs cited at the rates below:
The contractor is required to provide one "as required" second-line bus per attachment A at Bakersfield when notified at least two hours in advance and at Las Vegas least seven hours in advance for a Bakersfield Yard, and vice versa for a Las Vegas Yard. Should the contractor be unable to fulfill the order, Amtrak reserves the right to secure "as needed" bus services for this route from other vendors of its choosing.

a. $__1,628.40__ Bakersfield – Las Vegas, NV

b. $__675.05____ Bakersfield – Barstow, CA

c. $__675.05____ Bakersfield – Mojave, CA

Cancellation charges for "As Required" buses when they are cancelled prior to scheduled operation, will be paid in accordance with the following table:

Notice given:
Less than 2 hours (0 – 119 minutes) pay $200.00
Between 2 and 4 hours (120-240 minutes) pay $125.00
More than 4 hours (241 or more minutes) no cancellation charge

No payment is made for cancellations made prior to departing the base yard more than 4 hours prior to scheduled operation. Buses, which have already left the yard at the time of

cancellation to position to outlying cities, will be paid at the lowest applicable Line 2 rate.

Supplemental reimbursement to drivers for waiting time for late trains, payable after the first 90 minutes of wait time in 30 minute time units, and based on the actual arrival time of the train at the junction station, at the rate of $15.00/time-unit.

Scheduled Train Arrives Late:		
0-90 minutes	Driver paid:	$ 0.00
91-120 minutes	Driver paid:	$15.00
Each additional 30 minute period or portion thereof.	Driver paid:	$15.00

The contractor will be responsible for invoicing this line with the number of the late train and its actual arrival time of the train.

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

REPRESENTATIONS AND CERTIFICATIONS

As a part of its Bid/Offer, Bidder/Offeror provides the following information:

1. **Bidder/Offeror Information**

   A. Legal Name of Bidder/Offeror: CUSA, CC, LLC d.b.a. Coach America

   B. Employer Identification Number of Bidder/Offeror: 20-0151999

   C. Bidder/Offeror operates as a (check as applicable): Individual_____, Partnership___, Joint Venture_____, Corporation___x___, or Limited Liability Company_____. If Bidder/Offeror operates as a Joint Venture, a copy of the executed Joint Venture Agreement must accompany this form.

   D. Bidder/Offeror is organized under the laws of: Delaware

2. **Parent Company Information**

   A. Bidder/Offeror is_x___ is not ____ owned or controlled by a parent company. For purposes herein, a parent company is one which (i) owns more than 50% of the voting rights in the Bidder/Offeror, or (ii) is able to formulate, determine, or veto basic business policy decisions of Bidder/Offeror through the use of various means, including, minority voting rights, proxy voting, or contractual arrangements.

   B. Parent Company Name (if applicable): Coach America Holdings, Inc.

   C. Employer Identification Number of Parent Company (if applicable): 20-5012841

3. **Small Business; Socially and Economically Disadvantaged Individuals**

   A. Bidder/Offeror is _____ is not _x___ a small business concern as defined by the United States Small Business Administration.

   B. Bidder/Offeror is_____ is not_x___ owned and controlled by "socially and economically disadvantaged individuals" as that term is defined in 49 C.F.R. Part 26.

4. **Worker Safety Record**

   In the past three years, Bidder/Offeror has _____ has not_x_ admitted or been found to have committed, any willful or repeat violations of Federal or State worker safety laws, rules or regulations. Provide the specifics with respect to any such violations on an attached sheet of paper.

Bidder/Offeror agrees that, if it provides false or incomplete information herein, Amtrak has the right to reject its Bid/Offer and/or to terminate any resulting contract without liability.

I hereby certify that the information provided herein is true and complete.

CUSA CC, LLC d.b.a Coach America
BIDDER/OFFEROR

By: Darlene Cochran Date: August 18, 2011

Title: General Manager IFB/RFP NO. X046 1169

Coach America

RFP # X046 1169

Thruway Bus Services in California

August 18th, 2011

Coach America
We Make The Trip

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August 18, 2011

Nicholas Troiano
National Railroad Passenger Corporation (AMTRAK)
30th Street Station
2955 Market Street
Philadelphia, PA 19104

Re: RFP X046 1169 Thruway Bus Services in California

Mr.Troiano,

Coach America appreciates the opportunity to submit this proposal to continue providing transportation for Amtrak's Thruway Bus service in California – we are currently the largest Amtrak Thruway Bus Service in the State of California. Providing excellent service is the core business of Coach America, and we especially value and appreciate our 22-year relationship with Amtrak. We look forward to continuing to provide the highest level of safety and service for the patrons of Amtrak.

In addition to providing transportation for millions of Amtrak customers over the last 22 years, Coach America currently works with numerous companies and agencies throughout the United States providing similar fixed route, crew transport, and employee shuttle services and we are confident that we have the resources and expertise needed to provide outstanding service. Information about a few of the many customers that Coach America currently contracts with, as well as additional information about Coach America, follows this letter.

As a long term and current transportation provider for Amtrak, Coach America clearly understands the services requested, is able to meet all service requirements, and does not take any exceptions to the contractor agreement.

Coach America is prepared to assemble and organize the resources needed to efficiently meet all service requirements; additionally, we have the capabilities to adapt to unexpected service modifications. We look forward to continuing our partnership for many years to come.

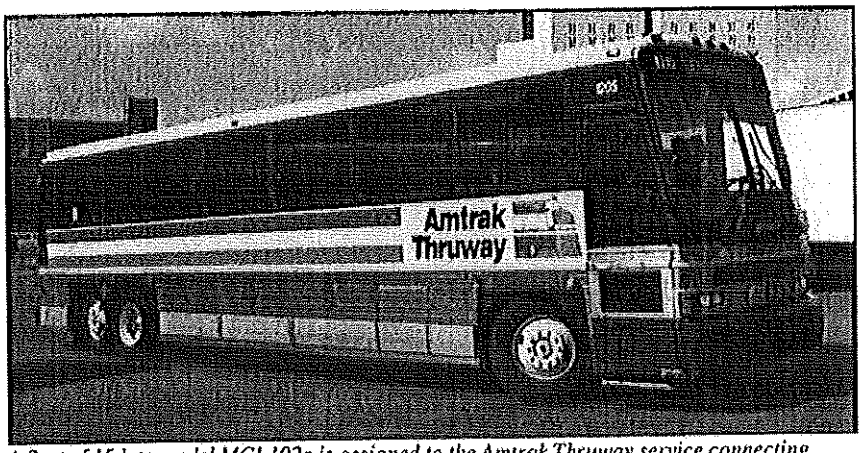
Thank you for the opportunity to present our proposal for these services. Coach America is committed to exceeding your expectations and we once again look forward to being one of your operators of choice for the requested services. I will be your primary contact person and can be reached as indicated below.

Sincerely,

Darlene Cochran

Darlene Cochran
General Manager
3333 E 69th Street
Long Beach, CA 90805
Phone: 562-663-6606
darlene.cochran@coachamerica.com

2—ROUTE OPERATIONS



A fleet of 15 late model MCI 102s is assigned to the Amtrak Thruway service connecting southern California communities with rail stations in Bakersfield, Los Angeles and Santa Barbara.

Coach America is proposing multiple operational options to Amtrak. As illustrated in this newspaper article from 1996 picturing one of our early MCI models we used on Amtrak service, in the over two decades that we've partnered with Amtrak, we've built a great deal of knowledge, relationships, and synergies which have helped us to develop various options for the operating plan. In an effort to offer the most value to Amtrak, we are offering multiple options – the best of which is the combination of the five (5) proposed routes.

As requested in the Request for Proposal, Coach America will offer new equipment which will be deployed into the new contract. Due to our long term relationship with Van Hool and their vehicle improvements and emissions reductions, Coach America has chosen to propose the Van Hool C2045. This vehicle meets all the required specifications and the EPA's 2010 diesel emission standards. See attached PDF brochure on the specifications of the C2045.

In addition, we are proposing multiple combinations which, by using the synergies of our multiple maintenance and operating facilities throughout Southern California; will allow us to continue to creatively schedule and maintain vehicles.

Five Route Combined Option

Coach America has been operating the five proposed routes from our Bakersfield, Oxnard, Sylmar, and Long Beach facilities. We have developed a cross-route bus deployment plan which has brought great savings in fuel and dead-head miles; and a substantial cost savings to Amtrak. With the Combined Option, Amtrak is able to continue taking advantage of the value in our strategic operation of routes.

For example, the Route 4 bus may complete a Santa Barbara to Los Angeles run and then become a Route 1A bus scheduled to run from Los Angeles to San Pedro. If not combined,

these routes are run separately, either by separate companies, or separate operating teams. But, by cross-utilizing a single vehicle and driver to serve multiple routes, we achieve the savings in the following categories:

1. "Dead Head" Miles: if the routes operate separately, the Los Angeles bus would have to be dispatched from one (1) of our operating yards. These extra miles add maintenance cost and miles to the equipment which not only shorten the life of the vehicles, but also add to the cost Amtrak pays per mile.
2. Fuel Costs: the extra dead head miles and extra bus required in stand-alone routes require extra fuel.
3. Drivers' Hours: if the routes are operated separately, two (2) drivers will be needed which raises the cost to Amtrak in manpower hours and company benefits.
4. Environmental Savings: two (2) buses operating two (2) routes will bring not only extra cost, but extra fuel usage and carbon emissions into the environment.

Various Route Combination Option

Coach America has also priced and developed plans for various multi-route operations. These routes will operate utilizing the same miles, driver, and fuel saving philosophy as those mentioned above, but will not have the same available synergistic savings built in. We are proposing multiple options, all of which include route 1, where the greatest per mile cost savings to Amtrak can be realized.

Stand Alone Route Option

Coach America has also priced and developed an operating plan for each route as a stand-alone operation. As explained above, the rates will vary widely due to the costs of mileage, labor, and fuel.

Individual Bases of Operation

The following current Coach America facilities will be the base of operations for the listed Routes:

Note, the below yard locations are based on Coach America current operating plan for the five (5) proposed routes. In the event we are not chosen to operate the entire group of routes, we will operate most Bakersfield originating or departing routes from our Bakersfield location. In

any operating plan, Coach America will base the vehicles in order to save the most dead head miles and provide the greatest cost savings to Amtrak.

Route 4:	Oxnard
Route 9:	Sylmar
Route 12:	Long Beach
	Sylmar
Route 19:	Long Beach
	Bakersfield
Route 1A:	Bakersfield
	Long Beach
	Sylmar
Route 1B:	Long Beach
	Bakersfield
	Oxnard
Route 1C:	Long Beach

New Bus Deployment Plan

Coach America will seamlessly transition new buses into the Amtrak fleet as quickly as they can be manufactured, acquired, and placed into service. All of our current front-line Amtrak buses will be replaced with new buses. The deployment schedule and subsequent costs are priced in a per mile rate. As mentioned above, Coach America is proposing brand new, next generation, Van Hool C2045's (pictured). See attachment for vehicle details and specifications.

Based on our conversations with the manufacturer, the new vehicle deployment plan will be as follows:

- 50% by January 31, 2012
- 50% by July 31, 2012

Other Value-Added Measures

Coach America's two (2) decades of experience of running routes for Amtrak has enabled Coach America to develop plans and philosophies to provide the greatest value for and the best service to the customers of Amtrak. The following are additional operational enhancements which drive value and efficiencies, as well as lower costs:

- Remain Overnight: on some routes, such as Indio or Victorville, the last arriving bus in may remain overnight in a pre-arranged location. The driver will be provided hotel accommodations and a meal per diem. The cost of this arrangement is substantially less than the cost of dead-heading the bus back to its base of operations, then dead-heading back to the first pick-up in the morning. This savings in cost is passed along directly to Amtrak.

- Large bus maintenance is our specialty: Coach America owns thousands of vehicles located all over the United States. Unlike much of our competition, we have owned and maintained our vehicles since 1918. The knowledge and experience Coach America, backed by our local operations, has gained in bus maintenance increases reliable service, and will ensure the buses last the duration of the contract.

- Route Planning, Bus Bridge Management Relationship with Amtrak: Maria Garcia, Karyn Pfening, Darlene Cochran, David Wiersema, Jeremy Dickson, and our operations team have been working directly with Amtrak for over 20 years. During these decades, we have provided test buses, route planning expertise, free bus bridging management, and been in regular contact with Amtrak staff in an effort to help Amtrak serve its customers with premium and reliable service.

- GPS and real-time tracking. All Coach America Buses in Southern California are equipped with the Saucon GPS system. To add value to the proposed services, Coach America is offering to install a GPS Saucon unit at the Bakersfield Amtrak Office, so that staff will be able to track real-time bus locations as they pass into the San Joaquin Valley through the Grapevine.

- Security and TSA Programs: Coach America has an active partnership with the Department of Homeland Security the Transportation Security Administration. We have developed anti-terrorism and emergency planning

utilized in several operations in California, including our Los Angeles World Airport Fly Away operation.

2a. Yard Location

As mentioned, Coach America is currently operating the five (5) routes from the following locations, and will continue to do so:

Sylmar
Coach America
12776 Foothill Blvd.
Sylmar, CA 91342
Phone: 818.838.0330

Long Beach
Coach America Los Angeles
3333 East 69th Street
Long Beach, CA 90805
Phone: 562.634.7969

Bakersfield
Coach America
1800 Golden State Ave.
Bakersfield, CA 93301
Phone: 661.861.8067

Oxnard
Coach America
498 Lambert St.
Oxnard, CA 93030
Phone: 805.485.6738

In addition to the above listed locations, Coach America also has additional depth and support with our Anaheim, San Diego and Las Vegas locations for maintenance and driver support.

2b. Maintenance Program

In order to provide the most efficient service, each Coach America maintenance facility that operates the Amtrak service has on-site maintenance and staff. Each bus is assigned and serviced at its designated yard and each Coach America location is able to maintain and service the buses required for service. All maintenance activity is tracked through our Fleet Focus computerized maintenance management program, and all facilities are staffed by Coach America trained technicians and operational leaders, and are supported by our corporate staff.

Our customers rely on us to operate and maintain hundreds of buses, 24 hours per day, seven (7) days per week. Coach America is proud of our reputation as a premium maintenance and service provider and has successfully transported millions of passengers through the Thruway Bus Services area safely and on time. As mentioned, the foundation of that success comes from our first-rate maintenance program and long-term, large motor coach experience.

Preventive Maintenance

Coach America has developed a preventative maintenance (PM) manual for use by all of the company's maintenance shops. This system is currently used at our designated facilities.

The Manual contains all of the forms, policies, standards and procedures to support a quality preventive maintenance program. When procedures outlined per Contract guidelines and our company procedures are divergent, Coach America will use Amtrak's procedure. If Coach America feels its procedure is desirable, it will work with Amtrak to employ the best procedure. Coach America schedules vehicles for PM Inspections based upon the daily mileage maintained through computerized records. Our Quality Assurance program requires that 10% of all PM services are audited by the shop supervisor or manager. The purpose of the quality assurance audits are to:

- Ensure that required items were properly inspected by the technician.
- Ensure that defects identified were repaired or scheduled for repair if the work could not be completed by the technician assigned (due to parts availability, the need for technical support and/or outside vendor support).
- Ensure that any defects identified by operators since the last PM service were properly inspected and repaired.
- Monitor the quality of repairs made and assess whether additional training or corrective action for the technician is needed.

The Coach America preventive maintenance program goes the extra step to ensure a reliable transportation program. Coach America's maintenance management system will be used to document performance of the preventive maintenance process and to ensure safe and reliable buses are placed into service.

Periodic Component Removal and Replacement

Planned scheduled preventive maintenance is designed to limit the amount of road failures and maintenance-related incidents. Certain components on the vehicle can be replaced or rebuilt on a periodic schedule to extend the useful life of the vehicle. Predictive maintenance will proactively identify parts that will be due for inspection and possible replacement and make repairs before the part fails. The scheduled maintenance process:

- Helps staff plan work load.
- Allows for planned material procurement to enable manufactures to supply material and reduce cost.
- Minimizes component overhaul costs.
- Reduces inspection and testing of "wear out" components.

Air-Conditioning/Heating Program

Preventive maintenance for air-conditioning is performed at the proper PM Inspection intervals in accordance with the recommendations of the manufacturer. Prior to peak air conditioning and heating seasons each year, the entire system is checked and cleaned to ensure optimum performance of the system.

Air-conditioning repairs are made in accordance with environmental regulations as outlined in the Clean Air Act of 1990 including, but not limited to, the use of certified Technicians, an approved Freon recovery system, and the tracking of Freon used for each repair.

Our proposed vehicle will have current/modern AC technology, allowing Coach America to offer a more comfortable interior climate year round from air-conditioning to heating.

Warranty Handling

Coach America will assume total responsibility for the administration of all vehicle warranties associated with the fleet, including documenting, filing, and processing claims through the appropriate sources. The company will coordinate with local factory authorized repair centers

for all warranties associated with the Original Equipment Manufacturer ("OEM") vehicle components and systems. Warranty files will be maintained to document all warranty claims, and will be available for audit by Amtrak's Quality Assurance personnel or Warranty personnel at any time during the term of the Contract.

Engine and Transmission Maintenance

Engine and transmission preventive maintenance will be completed as per the recommended schedules and as additional inspections are warranted. At each oil/fluid change, Coach America will do an engine and transmission oil analysis to ensure viscosity and protection levels are at required levels.

Emission Control Systems

Coach America's proposed vehicle, the Van Hool C2045, will meet all EPA 2010 standards for clean diesel emissions standards.

Van Hool uses a Diesel Exhaust Fluid (DEF) solution made from purified water and automotive-grade urea that serves as a carrying agent for the ammonia needed to reduce nitrogen oxide (NOx) emissions from diesel engines. The DEF is injected into the engine exhaust gas, downstream of the Diesel Particulate Filter (DPF) – the exhaust is rapidly hydrolyzed producing the oxidizing ammonia needed by the SCR catalyst to complete NOx emission reductions.

Wheelchair Lift / Ramp Maintenance

Coach America understands the importance of maintaining all wheelchair lifts and related ADA equipment in good operating condition at all times. The company's driver pre-trip inspection procedures include cycling the lift daily prior to entering the vehicle into service to ensure that it is operating properly.

At each PMI, technicians lube the lift and perform a comprehensive inspection of the lift. The technician looks for and repairs structural deficiencies and hydraulic leaks. In addition, operation of the platform, sensors, barrier, and controls are checked along with the condition of the securing devices.

The wheelchair lifts provided in the Van Hool will be the new generation of wheel chair lifts with current technology.

Vehicle Inspection

Each vehicle will have a vehicle file assigned to it. This file will be updated daily to include all Driver Vehicle Inspection Reports (DVIR). The drivers will obtain the reports at the start of their shift, and will document any defects. This is then forwarded to the maintenance department for analysis of the defect. If the vehicle defect requires a vehicle replacement or cannot be repaired immediately, the dispatcher will assign another vehicle immediately.

Upon completion of any given repair, the DVIR requires the mechanic to sign off on the completion of the repair. This enables Coach America to keep a record of repairs done to the vehicle in addition to the documentation in the company's *Fleet Focus* Maintenance Software.

Drivers will be given time within the federal regulations to perform a complete and thorough pre-trip vehicle inspection every time a vehicle leaves the yard. The inspections will ensure each vehicle:

- Has fully operational air-conditioning, ADA Mobility Securing Devices, flip seats, and Nextel hands free units;
- Is free of unsafe body damage, has no missing windowpanes;
- Has all wheels and tires checked for any defects, flats, curbing, or missing lugs;
- Is free of exterior and interior graffiti;
- Has all safety items fully operational including lights, brakes, horn, and seat belts, etc.;
- Has been properly cleaned and the restroom/lavatory serviced.

Post-trip procedures performed by the driver:

- Verify the vehicle is free of new body damage; with wheels and tires checked for any defects, flats, curbing, or lugs missing.
- Including, but not limited to: lights, belts, fluids, tires, wheels, windshield wipers.
- Documenting any defects found on the DVIR.

Forms

In addition to our *Fleet Focus* program, Coach America's pre and post trip inspections utilize detailed forms which the Drivers fill out at the completion of the shift.

Service Quality

Coach America utilizes various inspection processes in order to ensure quality. In our current operations, as well as future, these inspections include but are not limited to:

- Corporate Inspection Teams: dispatched from Dallas to ensure best practices and all established maintenance standards are met.
- Regional Inspection Teams: the Managing Director and local General Managers will audit all aspects of the operation.
- FTA, State, and Transit Authority Audits: audits are regular and encouraged.
- Operational, General Manager and Support staff: the General Manager and Maintenance Manager of the Southern California operation will consistently perform random and planned audits in order to ensure all maintenance standards are met.
- "Secret Shoppers" are utilized throughout the system.

On time performance of preventative maintenance

Fleet Focus, Coach America's maintenance and reporting software, is considered one of the best in the industry. The system allows Coach America to efficiently track maintenance intervals to ensure there are no maintenance lapses. Operational and maintenance data will be processed into *Fleet Focus,* and the system will work as an analytical tool to be used for the following:

- Analyze Costs
- Inventory Parts
- Track Maintenance Intervals
- Track Fuel Usage
- Trace Inventory
- Create Various Reports

In addition, Coach America will utilize *Info Center Shop Activity* technology. This system uses touch-screen hardware with a web-based computer interface with our *Fleet Focus* software. This will allow the Maintenance Department to:

- Assign work orders
- Record labor in real time
- Post parts used
- Increase inventory control

The above methodology drives efficiencies by streamlining processes, finding patterns, organizing maintenance, tracking usage, controlling inventory, and producing real-time information to analyze in most operational areas.

2c. Location of Overnight Layovers

As mentioned, in the current and proposed operation, buses are parked in locations based on the most efficient routing and the least amount of deadhead miles. The buses will be parked at the local yards that are listed above in section 2a: Bakersfield, Long Beach, Sylmar, and Oxnard, or at the overnight layover locations, or at other Coach America local yards such as our Las Vegas location.

2d. Non Yard Servicing Location

Maintenance is routinely performed at the designated yard locations but can also be performed at any Coach America yard. Due to our Fleet Focus program, buses can be serviced at any Coach America location if needed. Fleet Focus allows the shop manager to pull the computer based file on each individual vehicle. When the bus requires unplanned service, other Coach America yards will be utilized. If the bus is not near a Coach America yard a trusted third-party vendor will be utilized.

For lavatory service, our buses are equipped with secondary tanks if required. Water and chemicals will be supplied. In the event of more service needed, a trusted vendor with be utilized

2e. Driver Staffing Plan

Hiring

Coach America is currently operating the proposed routes and has a trained and tenured work force to continue operating the contract. However, as a large national provider of ground transportation services, Coach America has the resources and expertise needed to hire quality Amtrak operating employees, including the critical function of employee recruiting and training.

As Amtrak is well aware, Coach America currently has multiple operating divisions in California, and employs hundreds of people in the Southern California area. Due to this large operational area, Coach America is familiar with the local labor market and labor laws, and has a long track record of success in hiring and maintaining a quality workforce within the area – including Amtrak.

Driver Recruiting

Employees are Coach America's most valuable asset, and success is dependent upon recruiting, hiring, training and retaining the most qualified individuals available. The Human Resource Team's hiring procedures include the following elements:

- Establish workforce requirements
- Implement recruiting program
- Verify work history & Motor Vehicle Record
- Conduct employee orientation meetings
- Monitor Interview process to ensure proper procedures are followed
- Check references
- Make employment offer
- Perform pre-employment physical and drug screening

Equal Opportunity Employer

Coach America does not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status. The company will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document efforts to employ and utilize minority group members and women in the work force.

Specific measures included in our hiring programs include:

- Applicant flow indicating date of application, date of review and determination of applicant's status.
- Assisting in the identification of problem areas and establishment of local and component goals and objectives.
- Periodic audit of hiring and promotion patterns to ensure goals and objectives are met.
- Regular discussions with managers, supervisors and employees to be certain that company policies are met.
- Review of the qualifications of all employees to ensure that minorities and females are given full opportunities for transfers and promotions.

Maria Garcia, with the support of human resource personnel, will oversee the hiring of all employees for the Amtrak service due to attrition. Ms. Garcia and General Manager Cochran will be responsible for conducting a periodic review of policies and procedures. In addition, should the local staff ever need assistance in this area, the regional and corporate human resource management team are immediately available to assist.

Training

Coach America's recruitment, hiring and training program is based on conducting a series of training classes. The fundamental training mission of Coach America's program is to facilitate learning among the student drivers in order to graduate the largest number of competent, dedicated professionals possible, without compromising proven standards or sacrificing the quality of the overall driver population.

Coach America has developed a comprehensive training. The instructor manuals are in electronic format to provide a tool that can be tailored to the changing needs and requirements of each operating location. Individual modules can be used for refresher training or the training of transitioning personnel. As a comprehensive program, Coach America training staff has the ability to take a new staff member through the commercial driver's license training process while instilling the values of integrity, versatility and commitment and grooming a true customer service representative.

As mentioned, we have worked directly with Amtrak for over 22 years to ensure our program meets or exceeds all expectations of the Amtrak service standards.

Training Staff

Instructors are certified in all aspects of the Amtrak operation. Coach America's vehicle operator trainers' style and teaching methods have been developed through many years of experience in providing passenger ground transportation services for Amtrak and others, and are designed to ensure that our operators are fully prepared to meet the service expectations of the customers. While the primary focus of the program is on the safe operation of the vehicle, the instructors highlight customer relationships, company policy and procedures, federal, local and state regulations, and emergency response procedures.

Academic Objectives

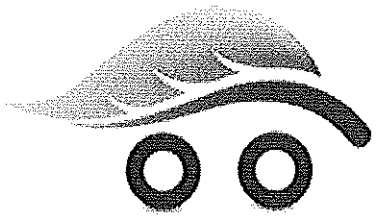
To impart upon the vehicle operator, the necessary academic information to meet the requirements of Coach America, Amtrak, State of California, and FTA regulations.

Practical Objectives

Coach America imparts behind-the-wheel, operational, and safety skills necessary to operate the Amtrak vehicles in a safe and professional manner. Instilling safe driving habits and customer needs as a bus operator will be one of the main objectives of this portion, as well as the manual skills needed to accomplish those objectives.

Responsibility for our Environment

Coach America is proud to have a **green** training module in place for all drivers, instructing on how they can save on fuel and help the environment on every trip. All drivers go to low/no idle whenever they are able and are trained to inspect their tires, lower window shades when the engine is off, reduce road speeds, and in general, adjust their driving habits to save fuel.



Drug and Alcohol

Coach America's Drug and Alcohol pre-employment vehicle operator hiring procedures include the following:

- Total concurrence with the FTA Drug and Alcohol program: Coach America's commitment to a drug-free workplace is demonstrated by our zero-tolerance policy regarding drug and alcohol usage.
- Each applicant accepted for a vehicle operator or other safety sensitive position is included in the company's Random Drug and Alcohol program. Random drug tests are regularly conducted on vehicle operators in accordance with FTA guidelines.
- Drug and alcohol history checks are processed through a governmental database to determine whether any positive drug and alcohol test results have been reported by a past employer.
- Each applicant accepted for a vehicle operator position must pass a pre-employment physical and drug screen that meets or exceeds all FTA/DOT requirements.
- Coach America exceeds the minimum FTA and DOT requirements and industry standards by requiring that all physicals are renewed annually as opposed to bi-annually as required by the FTA and DOT regulations.

Coach America also conducts regular screening of employees. Our Drug & Alcohol program is available on request.

Driver Locations and Bidding

Drivers will be assigned to these services from our currently trained Amtrak pool, or after training for new hires and current non-Amtrak drivers. Once per year, all drivers will bid a one-year schedule because we believe that the most efficient operations come from drivers who provide route-specific specialties. The one-year bid cycle allows drivers to become experts in their routes, the schedules, and the nuances of the operation, therefore providing a higher level of customer service.

Oxnard, Sylmar and Long Beach drivers do not operate under a collective bargaining agreement – Bakersfield drivers currently operates under a collective bargaining agreement. As is currently practiced, these drivers will be based at their originating yard. Coach America provides driver training at each of its locations, and training that will be provided by Amtrak personnel will take place at the Sylmar Training Center.

Employee Performance Monitoring

Coach America monitors employees on a regular basis. Constant evaluation comes through observation, dispatching reports, and customer comments, and drivers, dispatchers, and maintenance personnel are monitored daily by management.

As is practiced throughout all divisions, Coach America will closely monitor customer feedback in an effort to assure quality services are being provided to all passengers. In the event an area of needed correction is discovered, the local management team will take immediate and appropriate steps to fix the issue. Coach America's quality assurance commitment to Amtrak is as follows:

- Coach America will provide the highest standard of customer service to each patron.
- When a service issue is reported regarding drivers, Incident Reports will be required by leadership personnel and submitted by the driver, the report will be reviewed by the manager or supervisor, placed in the driver's file, and appropriate action taken.
- All comments from passengers will be documented and forwarded to local Coach America management.
- In the case of a reported disservice, Coach America will investigate and report results and proposed actions to Amtrak Customer Service within five (5) business days.

Coach America will follow all Amtrak-approved procedures for customer service and will transmit complaint and commendation data to Amtrak on a daily basis. The Operations Manager or his/her designated representative will investigate all complaints, and the General Manager will review and direct the response to all complaints.

In addition to the aforementioned quality assurance information, Coach America also offers the following quality assurance measures:

- On-site supervision
- Central 24-hour fully staffed central dispatch
- An extensive driver pool
- Accident/Incident investigation and retraining
- Full maintenance capability
- Fully staffed vehicle service line
- Fully equipped road service truck to handle road calls and service
- Random drug and alcohol screening programs
- Daily driver logging procedures (RAIR is a highly recognized log management computer program)
- Daily computerized exception reporting

Coach America has committed itself to maintaining the highest level of safety performance in the industry. Following is our Safety Plan utilized currently on Amtrak:

Safety

Our Safety Policy has been developed to reflect and communicate the proactive safety attitude maintained by the Company. Coach America complies with all applicable safety and security mandates and regulations such as those established by:

- The Occupational Safety and Health Act (OSHA)
- The EPA (Environmental Protection Agency)
- The DOT (Department of Transportation)
- All other applicable Federal, State, and local safety and health regulations

Safety Policy Vision Statement

Coach America believes that the safety of customers and employees is our top priority. Maintenance of safe operating procedures at all times is of both monetary and human value, with the human value being far greater to the employer, the employee, and the community.

How does Coach America support this vision?

- Prevent workplace injuries and accidents through establishment and compliance with safe work procedures; helps prevent workplace injuries and accidents.
- Safeguarding of employee and customer health is the first consideration in all workplace action – and, the responsibility of every employee at every level.
- Written safety plans and OSHA bulletins clearly posted and available which describe the safe work practices and procedures for workplace actions.
- All employees at every level are responsible for knowing and following the safety practices described in the written safety plans.

Job Safety Compliance

The safety compliance of each location is managed and monitored in a multi level structure:

Customization and Implementation

Coach America's safety staff and on-site management team, work together to establish an effective and thorough safety program. This program includes employee participation and continuous training.

Periodic Audits

Local safety staff conducts monthly safety audits. These audits include facility inspections, random vehicle inspections, and log audits. Through this process each functional area of the operation is examined to ensure safe operation, determine current compliance levels and identify potential problems.

Corporate Reporting, Review and Feedback

Each internal safety audit is extensively documented and reports are made to the project audit team and the Coach America corporate staff. All opportunities of improvement are identified, shared with local management during the process and addressed in a timely manner.
This multi-tiered approach, which involves safety professionals from the corporate, regional and local staff, enables us to fully utilize our corporate resources to evaluate our safety compliance in an objective manner while providing a safe and efficient operating environment.

Outside Consulting

Coach America retains an environmental engineering firm that monitors our environmental compliance. This third party assistance in conjunction with our corporate environmental database ensures compliance with all local, state and federal EPA regulations.

Safety and the Amtrak Service

Coach America has a full Safety Management Program and below are highlights of Coach America's current safety program and policies for the Amtrak service:

- Extensive training that focuses on safety, OSHA, service reliability, and professional operating procedures.
- On-going refresher training programs complement the initial operator training.
- A comprehensive substance abuse education and prevention program including pre-employment, post-accident, reasonable cause, and random drug and alcohol screening.
- Progressive discipline system focusing on corrective action for developing problems, not solely punitive reaction to serious or fully developed safety infractions. Corrective action includes refresher training programs, computer based training, counselling, and discipline.
- Periodic review of personnel records to ensure updated physical exams, licenses, driving records and training certifications.

- Frequent in-service driver checks by supervisors to ensure proper operating techniques, proper uniform attire and adherence to schedules.
- Periodic performance evaluations of all employees to gauge safety habits and driving ability.
- Incentive programs to motivate and show appreciation to personnel who meet safety goals.
- An on-going employee directed safety committee promotes employee involvement in a safety culture.
- A thorough preventive maintenance program for all vehicles, equipment and facilities. Emphasis is placed on safety and extending the life of the assets though preventive measures.
- Management involvement and focus on safety issues, including a monthly review of the operation's safety record, active participation in the training process, and periodic review of claims history with insurance and the corporate risk managements staff.
- Development and improvement of work rules, policies, and procedures regarding safe operations. Operations and training manuals will be used to clarify procedures.

Coach America also has a no-tolerance policy for certain safety rule violations. Employees are subject to immediate termination for the following offenses:

- Usage of cell phones or texting while in a company vehicle
- Reckless driving, speeding, or moving violations
- Improper treatment of employees or customers
- Any red light or traffic violations
- Not stopping at railways or school zone violations

<u>One Door Policy</u>

Safety is Coach America's foundational focus in all our transportation operations. For the safety of Amtrak passengers and drivers alike, we practice the "One Door Policy." Only one door – passenger or baggage – will be open at any given time. This ensures that the driver is present at the door whenever passengers are boarding. Conversely, the baggage doors on the outside

of the bus will only be open once all passengers have boarded, or previous to all passengers boarding; so that s/he may focus entirely on safely loading/unloading bags.

Coach America and Amtrak have enjoyed decades of partnership in safe and dependable transportation service for Amtrak passengers. Our Southern California team looks forward to the opportunity to continue well into the future.

2f. Implementation Program

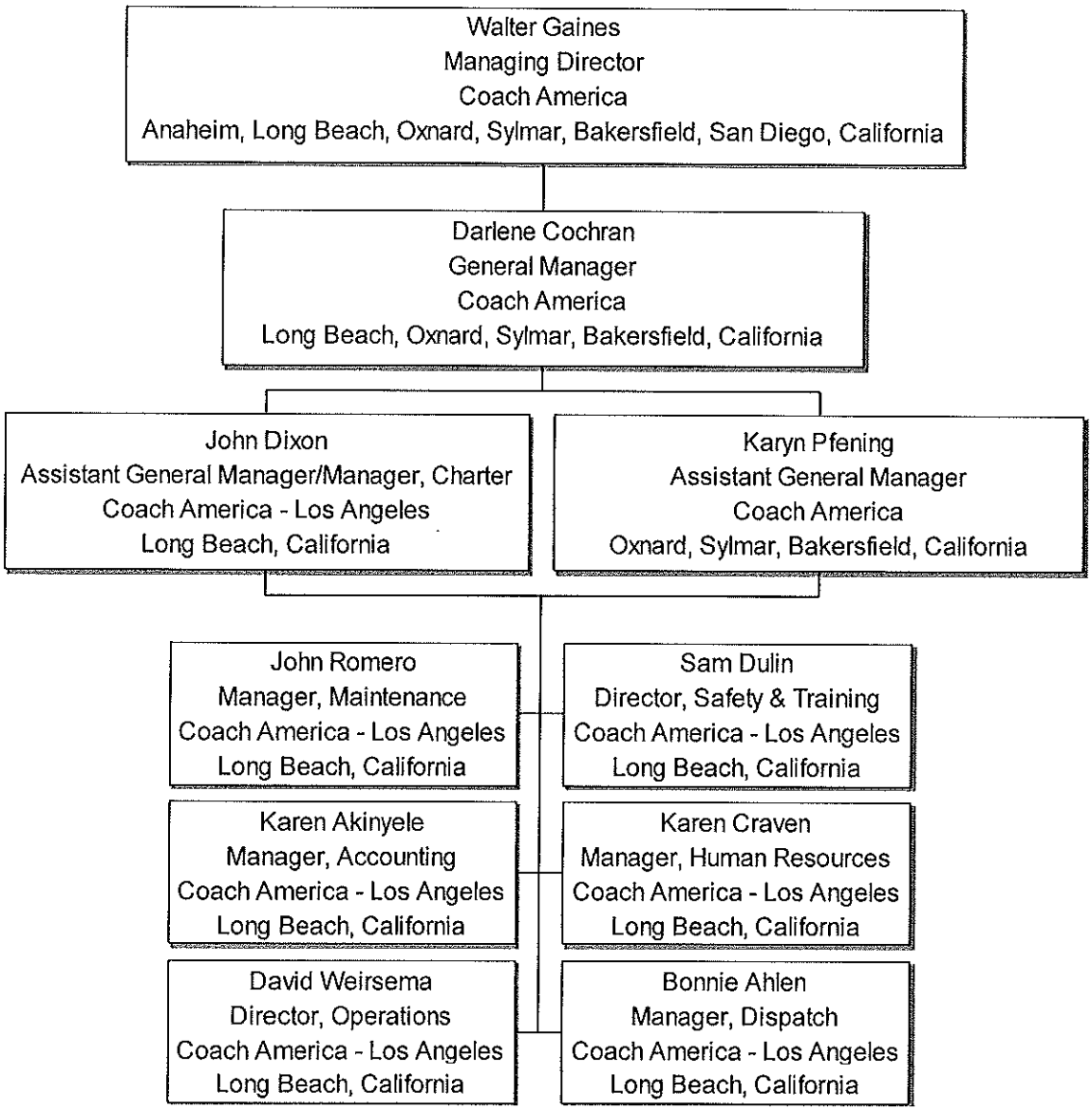
Coach America, through its wholly owned companies from Antelope Valley through today, has been operating the Thruway Bus Service since 1989, providing buses, maintenance, operations personnel and facilities, and continues to be Amtrak's biggest operator in California. Outside the day to day operations of the contract, Coach America has worked with Amtrak to better provide service to its customer by developing route efficiencies, new routes, new stops and scheduling. Due to years of fine-tuning and driving efficiencies into the operation, Coach America would continue to operate the service with the same management team, support, and skill that comes from decades of service.

Coach America will continue to meet with Amtrak as often as needed for staff meetings in Bakersfield or Union Station. We will continue to work on providing and improving excellent service to the Amtrak patrons by creating new efficiencies through test schedules and dry runs to include current vehicles and Amtrak drivers as part of the process. Coach America will also continue to assist in new route and stop development, especially when dealing with the nuances of construction. We will continue to show our support and appreciation for the employees of Amtrak, by sponsorship for the annual employee appreciation celebration: the Bakersfield employee appreciation.

Finally, not only will Coach America work to better the established service, we will also continue to provide seamless service when dealing with unforeseen operational disruptions. We have already proven our ability to accommodate Amtrak customers when operational changes occur. During times of train disruption, due to track construction/closures, Coach America has been able to provide bus bridging and while this service required additional management, this personnel was provided at no additional cost to Amtrak. When unforeseen mechanical issues are incurred, we have been able to compensate with ancillary services such as a hotel, taxi, substitute bus, and food, as necessary.

3- ORGANIZATIONAL CHART

COACH AMERICA – SOUTHERN CALIFORNIA MANAGEMENT



4- KEY PERSONNEL

The Amtrak operation will continue to be led by the current Amtrak management staff. A brief biography is listed below:

Darlene Cochran

With 35 years of service in the Motor Coach and School Bus Industry, Mrs. Cochran oversees our Los Angeles operation of 160 buses in our four service terminals. As General Manager, she develops the action plan to maintain the business in a well-organized and profitable position and coordinates the activities of all department managers and leads by example. In addition is the coordinator with the Regional and Corporate staff as well as all sister companies.

Maria Garcia

Maria Garcia is the Project Manager and primary contact for the Amtrak Operation. She has developed years of relationship with the local Amtrak staff in Los Angeles and Bakersfield, led in the creation of route synergies, provided staff in Amtrak Bus Bridge operations, developed dispatch plans, and coordinated with Amtrak staff to ensure proper training of staff and quality customer service. Ms. Garcia, centrally located at our Sylmar location works with General Manager Cochran to ensure all Amtrak operational and customer needs are met.

Karyn Pfening

Ms. Pfening joined Antelope Valley Bus Company 22 years ago to manage the Amtrak contract, and is currently the Assistant General Manager for 4 operating terminals. She has 32 years of transportation experience. In addition to her experience as the Antelope Valley Transit's Operations Manager and Director of Operations, Karyn also has worked for Las Vegas' Nevada Test Site, Arizona State University Shuttle in Phoenix, Amtrak Thruway, Vista, Airport Bus of Bakersfield, as well as the local charter operations for Coach America.

John Dixon

Mr. Dixon has been with Coach America for 35 years and has led and worked in all aspects of our business. He is involved in all aspects of operations at our Long Beach operation, and well qualified to oversee this project from the intake of orders to the completion of service by our operations department.

Samuel Dulin

Mr. Dulin has been in the bus transportation industry for 30 years – after ten years as a school bus driver, he joined CUSA CC, LLC as a tour driver and trainer. Through the years he has completed numerous safety, health and driver training courses. He is a graduate of the California Highway patrol Academy Certified Driver Instructor program. He is responsible to manage the four Training Managers and their activities along with the road supervision program, and represents the location as a Subject Matter Expert in the training and hiring process for Coach America. Mr. Dulin works with the Human Resources manager to maintain the appropriate driver workforce, manages the Accident Review Board and the location Safety Committees, and trains and oversees accident investigation and resolution practice and policy.

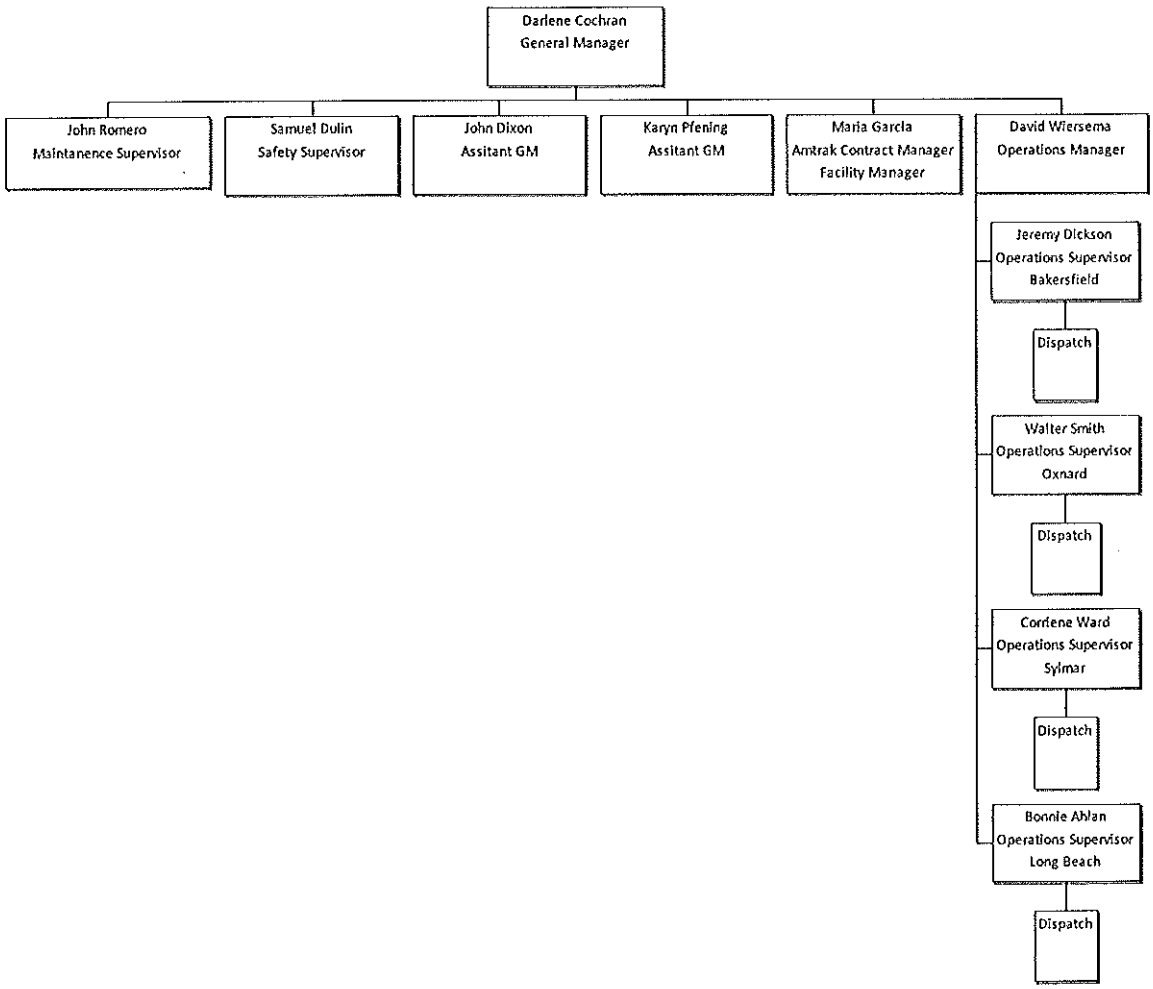
David Wiersema

Mr. Wiersema has been with Coach America for 20 years and has worked in all departments of the division. His personal growth within the company has been exceptional and knowledge of operations and the day to day management of drivers, buses, and resources is one of his valuable assets. He was instrumental in setting up the original Flyway program in 1993 and has continued to lead in its expansion. Mr. Wiersema directly oversees dispatch, operations, and contract compliance and currently manages our 24/7 operation which services Amtrak routes. He has led many Amtrak "Bus Bridge" operations.

"We are proud of our reputation as a premium maintenance and service provider of full-size motor coaches. Millions of Southern California passengers have relied on us to get them to their destinations..."

5- PROJECT ORGANIZATIONAL CHART

Coach America Organizational Chart for Amtrak



6- OFFICE ADDRESS

Darlene Cochran
Coach America - General Manager
3333 E 69th Street
Long Beach, CA 90805
Phone: 562-663-6606
darlene.cochran@coachamerica.com

7- REFERENCES

Amtrak and Coach America

On August 23rd, 1989, Amtrak teamed up with Antelope Valley Bus Company to begin a new service that was operated out of Lancaster, California. In 1997, Coach USA acquired Antelope and moved the operations to the current Sylmar, Oxnard, and Commerce/Long Beach areas. Coach America has expanded and changed services to meet Amtrak's growing needs – on several occasions, Coach America has picked up routes when other providers where unable to continue their contract.

Over the years, the owners of Coach America have changed, but the service providers have not. Two key participants in the deployment and success of the Coach America and Amtrak partnership are Karen Pfenning, who was general manager for this service for Antelope Valley Bus Company, and Steve Haperest, who is still driving the same run he started back in 1989!

Today, Karen, Steve and other Coach America employees continue to operate the Amtrak service with a strong service record and flexibility that has helped Amtrak provide excellent service to its customers for over the relationship's 22 years. This sustainability has also allowed us to provide additional services during extraordinary times, such as working with Amtrak to provide/restore services during the North Ridge and Loma Prieta earthquake, as well as the Los Angeles riots, and other events.

All of our southern California management team has worked directly with Amtrak and has a full understanding of managing the Amtrak runs: many known to occasionally drive routes. We are intimately involved, flexible and immediate responders.

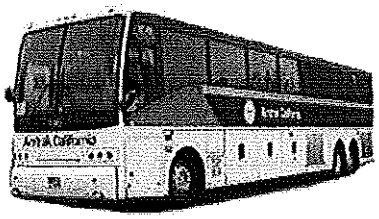
Coach America has shown its dedication to Amtrak by continuing the service well beyond the contract end date with the original equipment and a zero pricing increase. Now with new, updated equipment, we look forward to being able to go above and beyond and to provide the highest level of service to date. Below is listed our current experience with Amtrak and additional references.

Amtrak – Southern California

Reference Contact
Rick Peterson, Director of Operations
810 Alameda
Los Angeles, CA 90012
213-683-6792
Revenue: Approximately $8 Million per year

In addition to routes in Northern California, Coach America operates 48 Amtrak scheduled routes using 24 motor coaches and 3 spare motor coaches, as a service which connects passengers to their designated trains between various Amtrak stations. The service operates seven days a week between cities such as Las Vegas, Oceanside, Tehachapi, Victorville, San Bernardino, Hemet, Ontario, Riverside, Moreno Valley, Perris, Indio, Sylmar, Oxnard and Bakersfield.

Connections are timed for convenient, dedicated, and guaranteed-reliable transfers between the two services. In addition to providing connecting service to un-served areas, additional motor coaches are deployed as connectors when normal service encounters disruptions. Coach America serves over 300,000 customers per year in this service, again, specializing in full size Coaches.



We operated over 2,500,000 miles for Amtrak in 2010.

FlyAway – Los Angeles World Airports

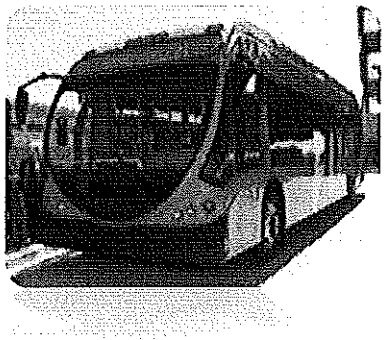
Reference Contact
Joon Lee
6053 W. Century Blvd
Los Angeles, Ca 90045
424-646-7198
Revenue: Approximately $8.5 Million

FLYAWAY

The FlyAway service consists of 40 vehicles, all of which Coach America provides drivers and complete vehicle maintenance. Coach America also provides several back-up Coaches assigned to the contract to keep service running in the event of vehicle break downs. Los Angeles World Airports continues to expand the service and relies on the partnership with Coach America for continued smooth growth and success.

Services provided by Coach America keep hundreds of thousands of cars off the freeways and have transported millions of Los Angeles Customers to and from Los Angeles International Airport on the FlyAway coach service since 2003.

We have grown with the need and now operate coaches and minibuses from Irvine, Westwood, Van Nuys, and Union Station. The service is supported by two of our large area operating facilities located in north Long Beach and Sylmar, where we specialize in large motor coach maintenance and servicing.



We operated 135,000 hours with almost 3,000,000 miles in 2010.

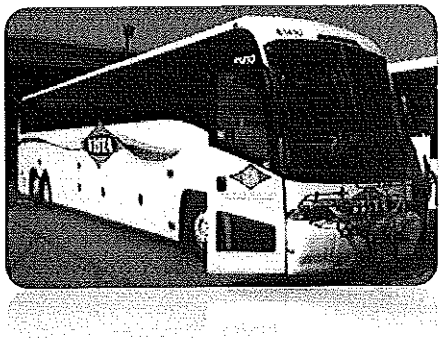
Vista Transit - Ventura County Transportation Commission

Reference Contact
Vic Kamhi
950 County Square Drive
Ventura, California. 93003
805-642-1591
Revenue: Approximately $5 Million per Year

Coach America has operated fixed route intra city transit service and commuter services for the City of Ventura since 1994. This service is operated with ADA equipped vehicles. These coaches are equipped standard with reclining seats, under floor luggage and bathrooms on board.

In addition the commuter coaches are equipped with Wi-Fi. The commuter service spans three counties. This contract operates 29 routes daily combined local transit and commuter express service on the California coastline from Ventura to Santa Barbara. Coach America currently has 24 units in daily service – and manages ridership counts, fareboxes, dispatching, management and field supervision along with maintenance.

We operated approximately 1,500,000 miles and 52,000 hours for Vista in 2010.



Coach America has a diverse customer base, and currently provides a variety of contract transportation services to the following types of entities:

Municipalities • Colleges • Transit Authorities • Public School Districts • Airports
Casinos • Military • Cruise Lines • Universities • Corporations

Coach America's headquarters provides support and oversight within all functional areas including operations, maintenance, safety and finance, while regional management personnel provides additional support to the company's local management teams. The management structure is decentralized in nature to combine the national and regional resources of a large company with the experience and market knowledge of local management teams.

Coach America's local leadership team is supported by the company's national network of resources, and vested with a great deal of decision-making authority – empowered by an operating philosophy rooted in the belief that local management understands and delivers service which best meets the needs of the customer. Coach America's corporate office provides oversight and/or support in the areas of:

- Safety Standards for Vehicles and Maintenance
- Vehicle Maintenance Standards
- Operational Standards
- Human Resources support
- Legal and Regulatory Requirements and New Developments
- Information Technology & Systems
- Asset Acquisition
- Financial Administration
- Software Systems and Design
- Company Goals and Growth

The regional and local management teams focus on providing:

- Daily Operational Activities
- Direct Customer Service and Support
- Quality Improvement Programs
- Safety Initiatives

Over 3,200 full time and 800 part-time vehicle operators are employed by Coach America nationally. The maintenance staff includes over 300 technicians and support staff located in

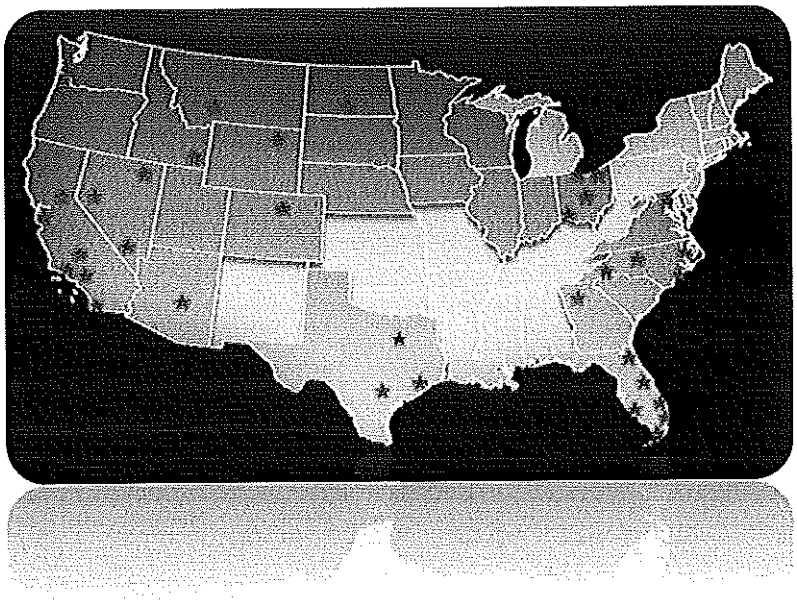
approximately 34 maintenance facilities across the country. The Company has safety professionals assigned to each operating location to ensure strict compliance with all safety and regulatory requirements. In addition, experienced national Driver Training Instructors ("DTI's") regularly provide driver training to both newly employed and experienced drivers using a thorough training curriculum developed in conjunction with third party safety consultants.

Crew Transport

In addition to the above Coach America services, we also can provide Crew Transport services to Amtrak. Coach America Crew Transport, one (1) of five (5) primary Coach America operating units, provides contract employee transportation services to the rail and mining industries in the US. We currently provide service in 21 states. Our customer portfolio includes BNSF Railway Union Pacific, Canadian Pacific, Canadian National, Utah Railway, Amtrak, Barrick, Newmont, Stillwater Mining, Arch Coal, Peabody, and Rio Tinto.

We employ over 2,000 dedicated, safety conscious women and men to support our customers. Our vision is to be the premier provider of employee transportation services to the North American vocational industry. We provide safe, reliable, cost effective transportation for our Crew Transport customers. This service can run out of any of our existing Coach America locations in Southern California or the nation.

Coach America Operating Locations



Arizona
Phoenix

California
Anaheim
Bakersfield
Los Angeles
Sacramento
San Francisco
San Diego

Colorado
Denver

Florida
Miami/Ft Lauderdale
Palm Beach
Jacksonville
Orlando
Sarasota

Georgia
Atlanta

Idaho
Pocatello

Maryland
Baltimore
Washington D.C.

Montana
Billings

Nevada
Las Vegas
Reno
Elko

North Carolina
Ashville
Charlotte
Jacksonville
Raleigh/Durham
Winston

NorthDakota
Bismarck

Ohio
Cincinnati
Cleveland
Columbus
Toledo

Oregon
Portland

Texas
Austin
Dallas
Houston
San Antonio

Wyoming
Gillette

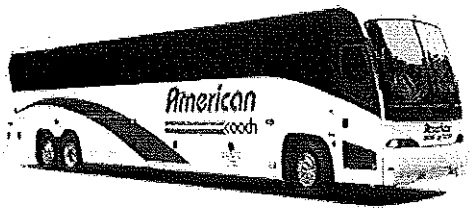
Below are additional references of more of the clients Coach America provides similar services.

Miami-Dade Transit Authority

Reference Contact:
Harry Rackard
701 NW 1st Court
Miami, FL 33136
Phone: 786-469-5014

Coach America operates 22 park and ride express routes to and from Miami, Florida for residents and visitors traveling into the Northern and Central Florida Keys. Service is operated with seven ADA equipped motor coaches scheduled seven days per week with departures from 5:15 a.m. until 1:20 a.m.

American Coach Lines started providing Miami-Dade this transit service in 2005 and we transported almost 250,000 passengers in 2010.

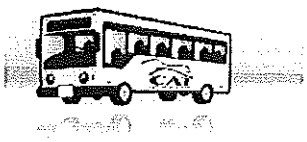


Bis-Man Transit

Reference Contact
Robin Werrer
3750 East Rosser Avenue
Bismarck, North Dakota. 58501
701-258-6817

Coach America's relationship with Bis-Man Transit began in 1989 as a paratransit service. In 2002 the service expanded to fixed route and on-demand services, with a total of 44 vehicles providing door to door transportation for all riders. Along with filling this niche of Bismarck's transportation needs, Coach America provides all facilities, personnel and equipment necessary to carry out the transportation service.

As part of a growth and capital expansion project, Bis-Man Transit has been in the process of buying select bus equipment. Coach America has provided the flexibility to help Bismarck meet its growth goals through providing full maintenance, driver, personnel, and advisory support.



Brazos Transit District

Reference Contact:
John McBeth
1759 N Earl Rudder Freeway
Bryan, Texas 77803
979-778-4494

THE DISTRICT

The District provides weekday Commuter service between four Park & Ride locations in The Woodlands area and downtown Houston and other major employment areas for daily commuters. The city of The Woodlands is located approximately 30 miles north of downtown Houston.

Coach America operates 32 vehicles on these routes, and has provided this service since 1991. Destinations include the Texas Medical Center, Greenway Plaza, and the Central Business District of Houston. The Express Routes provide a comfortable, convenient and economical way to commute.

Park & Ride sites have security guards and security lighting. Scheduled service is provided Monday thru Friday, excluding holidays. Gates open at 5:00 a.m. and are locked at 9:00 p.m. Park & Ride tickets must be purchased for this service, and buses are filled on a first come, first served basis. These buses only stop at designated locations.

The D
Brazos Transit

Maryland Transit Administration Commuter Service

Reference Contact:
Glenn Saffran
1515 Washington Boulevard
Baltimore, Maryland
Phone: 410-454-7255
Fax: 410-454-7267

Since 1984 Coach America has provided Commuter transportation between park and ride locations in suburban Maryland to Baltimore and Washington, DC. This service is provided by Coach America under the Dillon's Bus Company brand name.

Coach America operates 145 vehicles daily on weekday service between park and ride locations in suburban Maryland to Baltimore and Washington, DC. Under this service contract, Coach America provides all supplies and services for a turn-key operation including vehicle maintenance, dispatch, scheduling, vehicle operators and fueling.

Communities served under these contracts include Annapolis, Kent Island, Columbia, Harford County, Laurel, PG, Charles and St. Mary's Counties. Dillon's first MTA Commuter Contract was originally awarded in 1984, and was most recently extended in 2009 under a five (5)-year extension agreement.

While the MTA requires contractors perform at a 95% on time performance standard, Dillon's typically operates at 97% or higher.

We logged over 6,000,000 miles for Maryland Transit District in 2010.

Denver RTD access-a-Ride

Reference Contact:
Larry Buter
1600 Blake Street,
Denver, CO 80202
Phone: 303-299-2152

Coach America Transit Services has been providing paratransit services for the Denver Regional Transportation District (RTD) since 2002. Service provided by Coach under this agreement includes vehicle operators, maintenance, and road supervision and safety support services. Trapeze dispatching software was utilized on this service until 2009, when Route Match was installed and we have personnel that are familiar with both software systems. Our Denver division currently operates 56 paratransit vans on these services, and employs approximately 65 drivers within this operation.

RTD's access-a-Ride provides transportation to passengers with disabilities who are unable to use RTD's regular lift-equipped fixed route bus service and who qualify for certification under the eligibility guidelines established by the Americans with Disabilities Act (ADA) of 1990. RTD Paratransit Services, access-a-Ride, provides public transportation to riders who have a disability that prevents them from making some or all of their trips on fixed route buses.

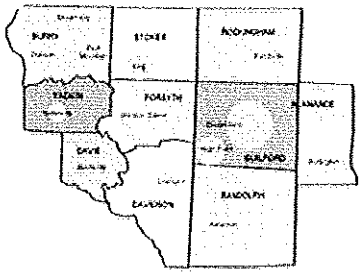
We transported almost 150,000 passengers and logged almost 100,000 hours in 2010.

PART – Piedmont Authority for Regional Transportation

Reference Contact
David Morris
Operations Manager
7800 Airport Center Drive, Suite 102
Greensboro, NC 27409
336-235-6640

PART Express is the regional bus system connecting the major cities of the Piedmont, North Carolina, and bringing people from the outlying counties into the urban areas. Fourteen PART Express Routes are offered during weekdays with two (2) routes running on the weekend. PART vehicles drive approximately 60,000 revenue miles per year.

There are 23 Park & Ride lots scattered across the Piedmont Triad. PART served 544,061 passenger trips in fiscal year 2009 with an average length of 26 miles. Coach America operates 27 buses and has provided growing service in the current contract since 2002.



ARIZONA STATE UNIVERSITY

Client Name:	Arizona State University Parking and Transit
Client Address:	P.O. Box 875205, Tempe, AZ, 85287-5205
Client Contact:	Juliet Nelson
Title:	Program Manager, Commuter Options
Phone Number:	480-965-0472
Contract Start / Expiration Date:	1995 - 2013
Location of Service:	Tempe, AZ

Description of type of shuttle service provided: Coach America has successfully operated varying portions of the student parking and transit shuttle service for over 15 years. Operations include campus and parking transportation throughout the Phoenix area providing seven buses, seventeen hours per day. The equipment provided, including GPS tracking, WiFi capabilities, APC units and public facing "Forecasting" programs, for use by the 65,000 student and faculty participants ensure an efficient, safe, and reliable service.

ASU
ARIZONA STATE UNIVERSITY

Airport Bus of Bakersfield

Airport Bus of Bakersfield is a totally owned subsidiary of Coach America Los Angeles (CUSA-CC, LLC) which was originally purchased by Antelope Valley Bus, Inc. in the mid 1970's to supplement the expanding operations of their Lancaster, CA based charter and transit fleet.

Service consists of five round-trips per day from our Bakersfield terminal to the Los Angeles International Airport (LAX). Service departs as scheduled from the terminal and drops passengers at each terminal at the departing level. Return trips from LAX are picked up at the curb outside of the baggage claim area at each terminal providing door to door service to our Bakersfield terminal. Service is currently operated as express with no other scheduled stops.

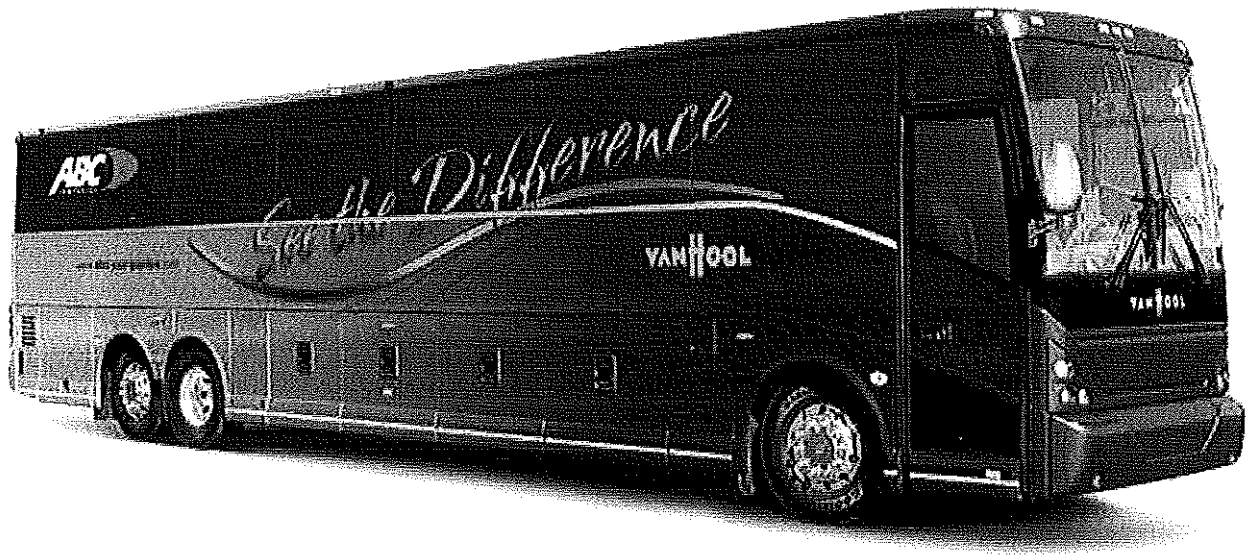
The service can be scheduled with as few as three full size motor coaches per day, and two are operated by the Long Beach yard while the other three schedules are operated from the Bakersfield yard. We utilize charter type buses with the largest baggage capacity possible, to accommodate heavy box and baggage loads for international travellers.

Our dispatch office is manned 24 hours per day by a ticket agent.

8-DBE REQUIREMENTS

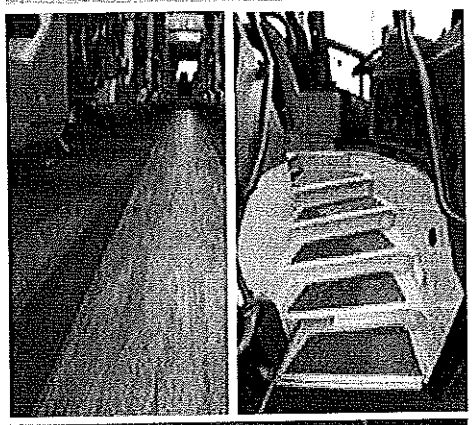
Coach America is currently subcontracting over 10% of the Amtrak services to DBE/MBE/WBE organizations. See Attachment J for details of our current operation, continuing into our proposed plan.

C2045 SPECIFICATIONS



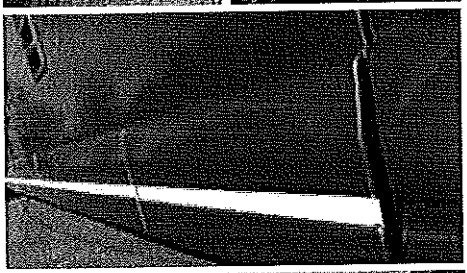
VANHOOL

C2045 45' PREMIER PASSENGER COACH

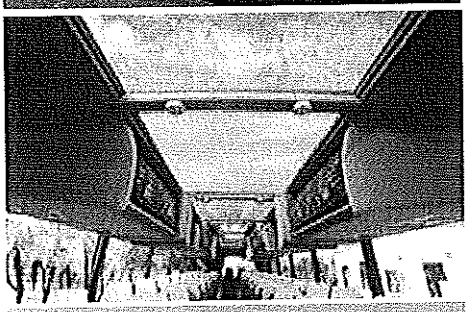


Optional wood-grain flooring creates a beautifully warm, yet durable look and feel.

Redesigned and lit stairwell promotes easy, secure passenger boarding.



Taller baggage rub rails improve durability and protect lower doors.



Over-the-top views now available with the optional Sky View Rooftop.

For charters, tours, line hauls and more, you can't beat the Van Hool C2000 Series for versatility. And, with fresh, new styling and features operators can expect to add more durability, functionality and flair to their fleets with our popular multi-tasker. Latest updates include a redesigned staircase entry, taller baggage door rub rails, new Look Euro-style Van Hool emblem, retooled engine door vents to increase compartment ventilation, "bright white" base color paint to enhance your company graphics, a one-piece integrated front bumper and more. If you're looking to "wow" passengers, look no further than the "New Look" Van Hool C2000 Series!

Optional adaptive aiming headlights give driver's a clear view of road conditions.

ABC COMPANIES

Exclusive U.S. VANHOOL Distributor

www.abc-companies.com

SPECIFICATIONS & FEATURES

VANHOOL

C2045 45' PREMIER PASSENGER COACH

*Standard equipment shown in **black**. Optional equipment shown in **green**.*

General

Overall Length	45'
Overall Height	11' 6"
Overall Width	102"
Wheelbase	25' 4.5"
Underfloor Storage Capacity (without lift)	440.37 cu. ft.
Underfloor Storage Capacity (with Lift)	410.36 cu. ft.
Parcel Rack Storage Capacity (without lift)	87.5 cu. ft.
Parcel Rack Storage Capacity (with Lift)	84.9 cu. ft.
Front Overhang	6' 2.4"
Rear Overhang	9' 2.2"
Turning Radius (outside of tire)	40' 4.25"
Fuel Tank Capacity (useable)	216 gals.
Interior Height	75.75"
GVWR	50,700 lbs.
Front Axle	16,535 lbs.
Drive Axle (maximum load)	24,250 lbs.
Tag Axle (maximum load)	15,000 lbs.

Powertrain

Engines:
– Detroit Diesel DD13 (450 HP) EPA 2010 Emissions with DEF
– Cummins ISX 11.9 (425 HP) EPA 2010 Emissions with DEF — Optional
Integrated Jacob's® Engine Brake (Six Cylinder) (in combination with Allison B500 only)
Allison B500 Six-Speed Automatic (Gen4)
ZF AS Tronic Twelve-Speed with Intarder — Optional
Cruise Control
Heavy Duty Two-Speed Fan Clutch

Ride & Handling

Six Wheel Disc Brakes
Unitized Wheel Hubs
ZF Variable Ratio Steering
Independent Front & Tag Axle Suspension
Tag Axle Unloading System — Optional

Safety

Rollover Certified in accordance with UN/ECE-Reg. No.66
3-Point Belt Passenger Seats (FMVSS) in accordance with UN/ECE Reg. No. 14-16-80
3-Point Belt Driver Seat (3rd Point Fixed on B-post)
Antilock Braking System (ABS)
Automatic Traction Control (ATC)
Daytime Running Lights — Optional
Electronic Stability Control (ESC) — Optional
Kidde Fire Suppression System — Optional
SmartWave Tire Monitoring System — Optional
Lane Departure Warning System — Optional
Hella DynaView® Head Light System — Optional

Body Construction

Stainless Steel Chassis, Windshield & Side Window Frames
One Piece Galvanized Steel Side Walls
One Piece Aircraft Aluminum Roof
Aluminum Pantograph Hinged Baggage Bay Doors
Energy Absorbing Bumpers
Sky View Rooftop — Optional

Chassis

Dana/Spicer Hypoid Drive Axle
3.07:1 – with ZF ASTronic Transmission
4.11:1 – with B500 Transmission
Tilt & Telescopic Steering Wheel
Rapid Rear Raise System
Front Kneeling System with Quick Recovery System
Full Coach Raise & Lowering — Optional

Electrical & Lighting

Projector Beam Headlights
LED Marker Lamps
Multiplex Electrical System
Two Rear High Mount LED Brake Lights
LED Interior Ceiling Aisle Lights
Front Side Cornering Lights
Rear Side Reverse Lights
Dual Prestolite Alternators
Dash Mounted 12/24 Volt Cut-Off Switch
Vanner 60 Amp Battery Equalizer
VDO Instrumentation
Easily Accessible Tail Light Housing
LCD Digital Information Display for Driver
Phase III Battery Charger — Optional
Curb & Driver Side Lighting — Optional

Climate Control

Carrier – Sutrak Integrated HVAC System
A/C Compressor Carrier 05G (High Capacity)
134a Refrigerant
Variable Speed Evaporator Motors
Two Speed Condenser Motors
Modulating Heating Control Valves
ProHeat Combustion Heater
Timer for ProHeat Combustion Heater — Optional

Interior

57 Van Hool Body Line Seats with Footrest & 3-Point Seat Belts
57 Amaya Torino Reclining Seats with Footrests & 3-Point Seat Belts — Optional
ISRI Adjustable Drivers Seat (Mechanical) with 3-Point Seat Belt (3rd Point Fixed on B-post)
ISRI Adjustable Drivers Seat (Pneumatic) with 3-Point Seat Belt (3rd Point Fixed on B-post) — Optional
ISRI 6832-870 Drivers Seat with Integrated 3-Point Seat Belt — Optional
Recaro Ergo Metro AM80 Driver Seat with Integrated 3-Point Seat Belt — Optional

Interior *(cont'd.)*

Enhanced Entry Way with Fabric In-Lay
Driver's Right Hand Console with Grab Rail
Two Left Hand Driver Cup Holders
Double Pane Seamless Side Sash Glass
Passenger Chime Button
Map Light
Override Switch for Passenger Chime Button
Electric Windshield Sun Visors
Keyed Alike Baggage & Service Doors
Central Locking System Baggage Doors
Ramped Entry Aisle (In Lieu of Step)
Non-Flush Type Monogram Toilet
Restroom Occupied LED Light
Flush Type, Clean Rinse Monogram Toilet — Optional
Side Sash Window Blinds — Optional
Enclosed Parcel Racks — Optional
Contoured Enclosed Parcel Racks with 22" Monitors — Optional
Supplemental Restroom Holding Tank — Optional
Driver's Protection Shield — Optional
Rear Window — Optional

Tires & Wheels

Hub Pilot Steel Wheels (9)
315/80R-22.5 Goodyear Marathon LHS
315/80R-22.5 Firestone — Optional
315/80R-22.5 Michelin — Optional
Customer Supplied Tires — Optional
Stainless Steel Wheel Inserts — Optional
Alcoa Dura Bright Aluminum Wheels (9) — Optional

Other Equipment

Remote-Control & Heated Black Mirrors
PA System with Two Microphones
Audio-Video Systems — Optional
Enhanced Sound System — Optional
Cordless Microphone — Optional
Individual Multi-Channel Audio System — Optional
Custom Paint — Optional
Custom Vinyl Graphic Installation — Optional
Global Positioning System — Optional
In Motion Satellite TV System — Optional
Road Viewing Monitor System — Optional
Rear Position Wheelchair Lift with Two Tie-Down Positions — Optional
Additional Wheelchair Tie-Downs Available — Optional
110V Tamper-Free AC Receptacles — Optional

Lift Series

Ricon (BayLift®) Series — Optional

MIDWEST	NORTHEAST	SOUTHEAST	SOUTHWEST	WESTERN	CANADA
800-222-2875	800-222-2873	800-222-2871	800-222-2877	800-322-2877	800-345-1287

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These specifications are based on up to date product information available at the time of printing March 2011. Specifications can change without prior notice. Contact an ABC Companies Account Executive for details. Vehicle on reverse side of this sheet shown with optional equipment.

3/2011

IFB/RFP No. X046 1169
Contract No. _____
Contract Title _Throughway Bus Service_

SUBCONTRACTING PLAN FOR THE UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES

To be completed by Amtrak

Amtrak has determined that the following Disadvantaged Business Enterprise (DBE) goals (expressed as a percentage of the estimated total contract value) are appropriate for this Contract:

Disadvantaged Business Enterprise (DBE) 10%

For purposes of this form, a "Disadvantaged Business Enterprise" is as defined in 49 CFR Part 26.

To assist Bidder/Offerer in meeting its goals, the Amtrak Supplier Diversity Office is available to provide information regarding potential DBE subcontractors. The Director, Supplier Diversity, may be reached at livingw@amtrak.com. During the solicitation period send all questions via e-mail being certain to copy the Contracting Agent of Record.

To be completed by Bidder/Offeror

Contractor: CUSA CC, LLC

Address: 3333 E 69th Street
Long Beach, California 90805

Name/Title of individual completing this Plan: Darlene Cochran

I. GOALS (percentage and dollars)

Estimated Dollar Value of this Contract: $_Approximately $9 Million Year One

Estimated Dollar Value of All planned subcontracting (i.e., to all types of business concerns) under this Contract: $_Approximately $1.2 Million Year One (13%) (%)

Estimated number of subcontractors (of any type) under this Contract: 5

Estimated number of subcontractors (of any type) receiving subcontracts in excess of $50,000 under this Contract: 5

Estimated percentage of total Contract value and estimated total dollar value to large business concerns (all businesses classified as other than Disadvantaged Business Enterprise) for this Contract:

___87__% $__Approximately 7.8 Million Year One__

Estimated percentage of total Contract value and estimated total dollar value (i.e., **Contractor's Goal**) to Disadvantaged Business Enterprise for this Contract:

___13__% $__Approximately 1.2 Million Year One____

II. PRODUCTS AND SERVICES TO BE SUBCONTRACTED

Describe the products and services to be subcontracted.

On the Amtrak Contract and others in our Southern California operation, DBE/MBE/WBE's are used to provide fuel and fueling services, transmission and drivetrain services and parts, uniforms, and bus cleaning services.

Describe how the products and services to be subcontracted to DBEs were established.
Coach America has utilized multiple outreach programs, newspaper ads, solicitations, and developed ongoing relationship with multiple DBE/MBE/WBE organizations. Coach America also utilizes a minority-owned business directory: we mail contacts and follow up with phone calls if no-response. Finally, we have encouraged and facilitated multiple DBE's to become certified.

Submit the name of the Disadvantaged Business Enterprise(s) to be utilized or solicited, note the type of Disadvantaged Business Enterprise, a description of the products and/or services to be provided, and an estimated dollar amount each is to be paid. (Attach separate page, if needed.)

Coach America uses the current DBE/MBE/WBE organizations in our operations and will utilize each in the renewal of the Amtrak contract:

Pinnacle Petroleum, Inc.
WBE
7911 Professional Circle
Huntington Beach, CA, 92648
Vehicle fueling and provision of diesel
Approximately $1,000,000 per year

Crawford Detail & Dist.
MBE
12604 Sunglow Lane
Victorville, CA 92392
Bus cleaning/janitorial service
Approximately $130,000 per year

Green Mountain Corp dba Sundance Energy
DBE
19501 South Santa Fe Ave.
Rancho Dominguez, CA, 90221
Petroleum Products, Lubricants
Approximately $50,000 per year

California Clutch and Gear
MBE/DBE
14021 Dinard Avenue
Santa Fe Springs, CA, 90670
Rebuilding of transmissions, drive train work
Approximately $50,000 per year

JCM & Associates
MBE/DBE
5443 E. Washington Blvd.
City of Commerce, CA, 90040-2105
Uniform provision
Approximately $8,000 per year

III. PROGRAM ADMINISTRATOR

Provide the name of the Contractor employee who will administer the subcontracting program for this Contract:

Name: Darlene Cochran

Title: General Manager

Address: 3333 E 69th Street

Telephone No.: (562) 663-6606

E-mail address: darlene.cochran@coachamerica.com

Duties: The Program Administrator has overall responsibility for the Contractor's subcontracting program, i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to this particular plan. Duties may include, but are not limited to, the following activities:

A. Developing and promoting company policy statements that demonstrate the company's support for awarding contracts and subcontracts to DBEs.
B. Developing and maintaining bidders' lists of DBEs from all possible sources.
C. Ensuring periodic rotation of potential subcontractors on bidders' lists.
D. Ensuring that DBEs are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.
F. Ensuring that subcontract procurement "packages" are designed so that DBEs are encouraged to participate.
G. Reviewing subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit participation by DBEs.
H. Ensuring that the reasons for not selecting any low bids submitted by DBEs are documented.
I. Overseeing the establishment and maintenance of contract and subcontract award records.
J. Attending or arranging for the attendance of company representatives at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
K. Directly or indirectly counseling DBEs on subcontracting opportunities and how to prepare bids to the company.
L. Providing notice to subcontractors concerning penalties for misrepresentations of business status as a DBE for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the contractor's subcontracting plan.
M. Developing and maintaining an incentive program for buyers which supports the subcontracting program.
N. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals.
O. Preparing and submitting timely reports.

IV. MAXIMUM PRACTICABLE OPPORTUNITIES

Describe the efforts your company will take (e.g., advertisements, announcements, contact with organizations, attending small, minority, and women-owned business procurement conferences and trade fairs, research databases) to ensure that DBEs are encouraged to participate:

As mentioned above, Coach America has utilized multiple outreach programs, newspaper ads, solicitations, and developed ongoing relationship with multiple DBE/MBE/WBE organizations. Coach America also utilizes a minority-owned business directory: we mail contacts and follow up with phone calls if no-response. Finally, we have encouraged DBE's with whom we have done business to become certified if they are eligible.

V. RECORDKEEPING

Describe the types of records your company will maintain to demonstrate procedures which have been adopted to comply with the requirements and the goals set forth in this plan, including the establishment of source lists of DBEs.

Coach America keeps stringent records in the Long Beach office of all Good Faith Efforts and DBE/MBE/WBE outreaching in the Southern California area. Claudia Gamboa, our Long Beach Administrator, organizes outreach, keeps records, and coordinates future efforts.

VI. TIMELY PAYMENTS TO SUBCONTRACTORS

Describe the procedures that your company will use to ensure the timely payment of amounts due pursuant to the terms of your subcontracts with DBEs.

Coach America has both local and corporate billing departments which work hand-in-hand to ensure all bills are paid in a timely manner. We also encourage our DBE's to bill us weekly. In Southern California, our Long Beach office contains a robust, full-time accounts payable department whose job is to ensure the same and available to vendors and subcontractors at any time.

VII. DESCRIPTION OF EFFORTS

This contract shall be awarded only to a bidder/offer that has met or made (or in the case of a design/build project, is committed to meeting or making) documented, good faith efforts to reach the goal. Describe the efforts your company will take to encourage the identification and award of subcontracts to DBEs.

As stated above, Coach America:

- Currently utilizes DBE's in our Southern California operations.
- Will utilize the listed DBE subcontractors in the Amtrak contract - approximately 14% of the total contract value.
- Has a documented history of Good Faith Effort to subcontract DBE's and successfully employees DBE/MBE/WBE organizations.
- Continuously seeks new DBE vendors in all our Southern California Locations.

IFB/RFP No. X046 1169
Contract No. _____

CERTIFICATION:

I, the undersigned, understand that the submission of this subcontracting plan will be made a material part of the contract and do hereby certify that Contractor will use best efforts to meet or exceed Contractor's own DBE subcontracting goals as set forth above. I further certify that Contractor will submit monthly reports (NRPC Form 1483 or as otherwise directed by Amtrak) to Amtrak disclosing information concerning DBE utilization.

Darlene Cochran
(Signature)
Darlene Cochran
(Printed Name)
General Manager
(Title)
August 18, 2011
(Date)

This subcontracting plan was accepted by:

[signature]
(Signature)
DIRECTOR - SUPPLIER DIVERSITY
(Title)
10/6/11
(Date)

SUBJECT	CLASSIFICATION	DATE APPROVED	P/I NUMBER
Contractor Background Check	Human Resources	September 14, 2009	7.39.0

1.0 RESPONSIBILY

The Vice President for Human Resources is responsible for the interpretation and administration of this Policy. Any exceptions to this Policy must be approved by the Vice President for Human Resources (or his/her designee).

2.0 PURPOSE AND SCOPE

2.1 The purpose of this Policy is to increase security through the implementation of certain standards and procedures for conducting Background Checks of "Covered Individuals" who perform work for Amtrak on behalf of an Amtrak "Contractor."

2.2 For purposes of this Policy, the term "Contractor" refers to any business entity that provides or seeks to provide goods or services to Amtrak (including subcontractors).

2.3 For purposes of this Policy, the term "Covered Individuals" refers to all individuals who perform work for Amtrak on behalf of a Contractor (e.g., subcontractors and employees of Contractors) and whose work for Amtrak is expected to entail either:

2.3.1 having unsupervised physical access to facilities owned or operated by Amtrak (e.g., individuals who receive an Amtrak identification badge and/or security key card);

2.3.2 having unsupervised access to Amtrak infrastructure, including but not limited to administrative rights access to Amtrak IT infrastructure and systems; or

2.3.3 having access to any of the following types of Amtrak information:

- Protected Critical Infrastructure Information (PCII) and Sensitive Security Information (SSI);
- Vulnerability assessments;
- Security risk assessments;
- Threat assessments;
- Corporate Security Plan information;
- Tactical and operational plans prepared by or for the Mobile Team and its partners, including but not limited to deployment schedules and baggage screening schedules;
- Security Procedures and Alert Plans prepared by or for Amtrak;
- Deployment Schedules and Resource Loading regarding Mobile Team operations;
- Security Capital Plan documents;
- Information regarding security remediation plans, solutions and priorities;
- Control Systems and related technical information, including but not limited to SCADA infrastructure;
- Emergency and/or disaster recovery plans;

- Business continuity and recovery plans;
- Emergency response procedures; or
- Credit card information, including but not limited to PCI data.

2.4 Section 2.3 of this Policy does not apply to a person who only meets the definition of "Covered Individual" because he or she has access to the information listed in Section 2.3.3 in connection with anticipated or actual litigation, or responding to a subpoena or other legal process.

2.5 The term "Background Check" refers to the following procedures: (a) reviewing relevant criminal history databases; (b) Social Security number verification; and (c) reviewing relevant databases to determine the status of an alien under the immigration laws of the United States. In appropriate, job-related circumstances, a Background Check may also include a review of relevant credit history databases.

2.6 A person deemed to be a "Disqualified Individual" under this Policy shall not be provided unsupervised access to facilities or infrastructure owned or operated by Amtrak and shall not be provided access to any of the types of Amtrak information described in Section 2.3.3.

2.7 Nothing in this Policy should be interpreted as creating any employment relationships or altering the status of any person's relationship with Amtrak. Amtrak retains its right to terminate contractual agreements for any reason consistent with the law and/or the terms of the contract.

2.8 This Policy is not retroactive. The Background Check procedures and requirements of this Policy shall be applied on a prospective basis to contracts entered into or renewed after the effective date of this Policy.

3.0 TIMING AND FREQUENCY OF BACKGROUND CHECKS

3.1 A Background Check shall be conducted of each and every Covered Individual within 30 days of his or her commencing work on behalf of Amtrak.

3.2 The Vice President for Human Resources (or his/her designee) shall have authority to require periodic reinvestigations in the form of repeat Background Checks in circumstances where there is a security- or safety-related reason to do so.

4.0 DISQUALIFYING CRIMINAL HISTORY

4.1 A Covered Individual shall be deemed a Disqualified Individual if the results of the Background Check show that the Covered Individual:

(a) has been convicted of, has been found not guilty by reason of insanity, or is under want, warrant, or indictment for a permanently disqualifying criminal offense listed in Appendix A to this Policy;

(b) was convicted of or found not guilty by reason of insanity of an interim disqualifying criminal offense listed in Appendix B to this Policy within 7 years of the date on which the criminal background check is conducted; or

(c) was incarcerated as a result of a conviction or a finding of not guilty by reason of insanity for an interim disqualifying criminal offense listed in Appendix B to this Policy and released from incarceration within 5 years of the date on which the criminal background check is conducted.

4.2 A plea of guilty or *nolo contendere* is the same as a conviction for purposes of this Policy.

4.3 Notwithstanding the disqualification criteria set forth in Section 4.1 above, nothing in this Policy should be interpreted as limiting or precluding disqualification determinations, consistent with applicable laws, based on other factors or information, including but not limited to other criminal or credit history information, where such information is material to the individual's existing or prospective work functions involving Amtrak. Similarly, nothing in this Policy shall be interpreted to restrict or broaden the ability of Amtrak or its Contractors to conduct more in depth background investigations, consistent with applicable laws, of Covered Individuals who perform security sensitive duties or to make disqualification decisions based on the results of such additional background investigations.

5.0 REDRESS PROCEDURES FOR DISQUALIFIED INDIVIDUALS

5.1 Contractors shall provide Disqualified Individuals written notice of the reason(s) for their disqualification and of their right to appeal or request a waiver of the disqualification determination.

5.2 An appeal of a disqualification determination may be submitted to the Contractor based on either of the following grounds and must be granted if the Disqualified Individual either: (1) provides certified court records establishing that the reported results of the Background Check were substantively false with respect to each disqualifying event on which the initial disqualification determination was based; or (2) establishes that the disqualifying event(s) on which the initial disqualification determination was based do(es) not relate to the Disqualified Individual (*i.e.*, a case of mistaken identity).

5.3 A request for a waiver of a disqualification determination may be submitted to the Contractor based on the five factors listed below. To grant the waiver, the Contractor must consider the following factors and determine, based on substantial evidence provided or identified by the Disqualified Individual, that he/she does not pose a risk to the safety, security or operations of Amtrak or its employees, customers, passengers or business partners:

(a) The facts and circumstances of the disqualifying event(s);
(b) Restitution made with respect to the disqualifying event(s);
(c) Letters of reference from employers or probation/parole officers;
(d) Other evidence that bears on a person's good character, including prior job performance and disciplinary history; and
(e) Other factors indicating the person does not pose a risk to the safety, security or operations of Amtrak or its employees, customers, passengers or business partners.

6.0 CONTRACTOR RESPONSIBILITIES (in addition to those stated elsewhere in Policy)

6.1 Contractors shall use an Amtrak-approved vendor to conduct Background Checks.

6.2 Contractors shall obtain from their employees and other workers who are Covered Individuals as defined in this Policy individual releases which authorize periodic Background Checks as described in this Policy.

6.3 Contractors shall ensure that results are obtained and communicated in compliance with this Policy and all applicable federal and state laws, including but not limited to the Fair Credit Reporting Act.

6.4 Contractors shall ensure that Background Checks are conducted for each of their employees and other workers who are Covered Individuals as defined in this Policy within 30 days of commencing work for Amtrak.

6.5 Contractors shall make disqualification decisions, including decisions on appeals and requests for waivers, in compliance with this Policy and applicable law.

6.6 Contractors shall require their employees and other workers who are Covered Individuals under this Policy to report any criminal conviction to the Contractor within 24 hours after the conviction.

6.7 Contractors shall maintain background investigation reports in accordance with a record retention schedule acceptable to Amtrak, treating the reports as confidential and law enforcement sensitive material with dissemination only to the extent permitted by law.

6.8 Contractors shall cooperate with audits and comply with reasonable requests for information to ensure compliance with this Policy.

7.0 DEPARTMENTAL RESPONSIBILITIES

7.1 The Human Resources Department:

(a) Shall be responsible for the interpretation and administration of this Policy.

(b) Shall determine, in consultation with the affected Amtrak department, whether Background Checks for a particular Contractor's workers should, given the nature of the work to be performed, include a credit history check and/or periodic repeat Background Checks.

(c) The Vice President for Human Resources (or his/her designee) shall have authority to exempt Contractors from the requirements of this Policy, or to modify the requirements of this Policy, as may be appropriate on a case-by-case basis, including but not limited to circumstances in which a Contractor certifies that it conducts background checks and makes disqualification determinations regarding its workers in a manner that is materially similar to the requirements of this Policy, and that all employees of the Contractor and other workers who are Covered Individuals as defined in this Policy to be utilized in the Amtrak engagement are in compliance with such Contractor's background check policy.

(d) Exemptions and/or modifications must be made in consultation with the Vice President for Police & Security and the Chief Logistics Officer (or the Vice President for the affected Amtrak department if the department is negotiating the contract outside the Procurement process), or their respective designees. If the request for an exemption or modification relates to a contract that will involve the use, disclosure, handling or processing of credit card information, then the Chief Financial Officer (or his/her designee) shall also be consulted.

7.2 The Police & Security Department:

(a) Shall retain or identify a vendor(s) with suitable experience and resources for the purpose of conducting Background Checks on behalf of Amtrak and its Contractors (hereinafter referred to as the "Vendor").

(b) Shall ensure that the Vendor establishes procedures to: (1) conduct Background Checks of Covered Individuals; (2) communicate results of Background Checks to Contractors in a manner that facilitates prompt and accurate decision-making by Contractors; (3) ensure that Background Checks are conducted, and results communicated, in a manner that complies with the Fair Credit Reporting Act and other applicable laws; and (4) maintain background investigation reports in accordance with a record retention schedule acceptable to Amtrak, treating the reports as confidential and law enforcement sensitive material with dissemination only to the extent permitted by law;

(c) Shall conduct random compliance audits of Contractors to ensure that Amtrak's Contractors are complying with this Policy.

7.2 The Procurement Department (or the affected Amtrak department):

(a) For contracts negotiated by the Procurement Department, the Procurement Department shall be responsible for the requirements set forth in this section and shall act as a proxy and representative for the affected Amtrak department on whose behalf Procurement is negotiating the contract. For contracts being negotiated directly by an Amtrak department outside the Procurement process, that department shall be responsible for the requirements set forth in this section.

(b) Shall, during the solicitation process, provide prospective Amtrak Contractors a copy of this Policy and advise them of their obligations to comply with this Policy.

(c) Shall ensure that appropriate contractual provisions reflecting the requirements of this Policy are incorporated into agreements between Amtrak and its Contractors.

(d) If in the judgment of the Procurement Department (or the affected Amtrak department) it is impractical, inadvisable or unnecessary to require a particular Contractor to adhere to the Background Check requirements described in this Policy, the Procurement Department (or the affected Amtrak department) may request that the Vice President for Human Resources exempt a Contractor from the requirements of this Policy or modify the requirements of this Policy as applied to a particular Contractor pursuant to subsections 7.1(c) & (d).

APPENDIX A: PERMANENTLY DISQUALIFYING FELONIES

- Espionage, or conspiracy or attempt to commit espionage
- Sedition, or conspiracy or attempt to commit sedition
- Treason, or conspiracy or attempt to commit treason
- Terrorism as defined by federal or state law, or conspiracy or attempt to commit terrorism
- A crime involving a transportation security incident, or conspiracy or attempt to commit such a crime, if the incident results in a significant loss of life, environmental damage, transportation system disruption, or economic disruption in a particular area. The term "economic disruption" does not include a work stoppage or other employee-related action not related to terrorism and resulting from an employer-employee dispute.
- A crime involving transportation of a hazardous material
- Unlawful possession, use, sale, distribution, manufacture, purchase, receipt, transfer, shipping, transporting, import, export, storage of, or dealing in an explosive or explosive device, or conspiracy or attempt to commit such a crime
- Murder, or conspiracy or attempt to commit murder
- Making any threat, or maliciously conveying false information knowing the same to be false, concerning the delivery, placement, or detonation of an explosive or other lethal device in or against a place of public use, a state or government facility, a public transportation system, or an infrastructure facility, or conspiracy or attempt to commit such a crime
- Violations of the Racketeer Influenced and Corrupt Organizations Act ("RICO"), or a comparable state law, or conspiracy or attempt to commit such a crime, where one of the predicate acts found by a jury or admitted by the defendant consists of one of the permanently disqualifying crimes listed in this Appendix A.

APPENDIX B: INTERIM DISQUALIFYING FELONIES

Reminder: The following crimes are disqualifying if the Covered Individual either: (1) was convicted of or found not guilty by reason of insanity of an interim disqualifying criminal offense within 7 years of the date on which the criminal background check is conducted; or (2) was incarcerated as a result of a conviction or a finding of not guilty by reason of insanity for an interim disqualifying criminal offense and released from incarceration within 5 years of the date on which the criminal Background Check is conducted.

- Unlawful possession, use, sale, manufacture, purchase, distribution, receipt, transfer, shipping, transporting, delivery, import, export of, or dealing in a firearm or other weapon
- Extortion
- A crime involving dishonest, fraud, or misrepresentation, including identity fraud and money laundering where the money laundering is related to a crime described in Appendix A or B. Welfare fraud and passing bad checks do not constitute dishonesty, fraud, or misrepresentation for purposes of this paragraph.
- Bribery
- Smuggling
- Immigration violations
- Distribution of, possession with intent to distribute, or importation of a controlled substance
- Arson
- Kidnapping or hostage taking
- Rape or aggravated sexual abuse
- Assault with intent to kill
- Robbery
- Fraudulent entry into a seaport
- Violations of the Racketeer Influenced and Corrupt Organizations Act ("RICO"), or a comparable state law, other than permanently disqualifying RICO crimes described in Appendix A
- Conspiracy or attempt to commit any of the crimes described in this Appendix B

AMTRAK

Disadvantaged Business Enterprise (DBE) Utilization Report for Vendors

Vendor Name	Period Covered by Report From / To	Date of Report / /
Employee Submitting Report	Title	
Street Address		
City	State / Zip / Telephone	
Amtrak Contract No.	Amtrak Contract Description	

DBE Information

For purposes of this form, a DBE is a small business concern owned and controlled by "socially and economically disadvantaged individuals" (as that phrase is defined in 49 CFR Part 26). The term "DBE" shall mean a small business concern that is at least 51% owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one or more of such individuals.

DBE Codes:

A – White Female

B – Black Male

C – Asian-Pacific Male

D – Black Female

E – Hispanic Female

F – Native American Male (includes American Indians, Eskimos, Aleuts or Native Hawaiians)

G – Hispanic Male

H – Native American Female (see above)

I – Asian-Pacific Female

J – Other socially and economically disadvantaged groups as defined in 49 CFR Part 26 (specify group)

Provide the following information for those DBE firms you utilized (or plan to utilize) as Subcontractors. Use additional pages, if needed.

DBE Firm		Type of Business (e.g., construction, manufacturing, professional services)	
Contact Person	Telephone	Effective Date of Subcontract / /	Scope of Work (e.g., paving)
Address			
Dollar Amount Paid	DBE Code **select from list**	If DBE Code J, specify group:	

DBE Firm		Type of Business (e.g., construction, manufacturing, professional services)	
Contact Person	Telephone	Effective Date of Subcontract / /	Scope of Work (e.g., paving)
Address			
Dollar Amount Paid	DBE Code **select from list**	If DBE Code J, specify group:	

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Disadvantaged Business Enterprise (DBE) Utilization Report for Vendors

Vendor Name	Period Covered by Report		Date of Report
	From	To	/ /
Amtrak Contract No.	Amtrak Contract Description		

DBE Firm		Type of Business (e.g., construction, manufacturing, professional services)	
Contact Person	Telephone	Effective Date of Subcontract / /	Scope of Work (e.g., paving)
Address			
Dollar Amount Paid	DBE Code **select from list**	If DBE Code J, specify group:	

DBE Firm		Type of Business (e.g., construction, manufacturing, professional services)	
Contact Person	Telephone	Effective Date of Subcontract / /	Scope of Work (e.g., paving)
Address			
Dollar Amount Paid	DBE Code **select from list**	If DBE Code J, specify group:	

DBE Firm		Type of Business (e.g., construction, manufacturing, professional services)	
Contact Person	Telephone	Effective Date of Subcontract / /	Scope of Work (e.g., paving)
Address			
Dollar Amount Paid	DBE Code **select from list**	If DBE Code J, specify group:	

DBE Firm		Type of Business (e.g., construction, manufacturing, professional services)	
Contact Person	Telephone	Effective Date of Subcontract / /	Scope of Work (e.g., paving)
Address			
Dollar Amount Paid	DBE Code **select from list**	If DBE Code J, specify group:	

DBE Firm		Type of Business (e.g., construction, manufacturing, professional services)	
Contact Person	Telephone	Effective Date of Subcontract / /	Scope of Work (e.g., paving)
Address			
Dollar Amount Paid	DBE Code **select from list**	If DBE Code J, specify group:	

Reimbursable Travel Expenses Schedule

Contractor will be reimbursed for reasonable and necessary expenses associated with business travel, as provided for herein. Contractor is required to exercise prudent judgment when making travel arrangements and/or incurring associated reimbursable expenses, to ensure that these expenses are incurred only when essential to performance under the contract and only after all other alternatives (i.e., teleconferencing, video conferencing) have been considered and deemed inefficient, impracticable, or impossible.

When travel is required of Contractor, Amtrak will reimburse Contractor for reasonable and necessary business expenses for transportation, hotels, and meals, subject to the following limitations:

- Transportation – Travel by rail is the preferred mode of transportation; however, the most cost effective mode should be selected, using the most expeditious and economical routing. Air travel between the following points is not permitted, except in the case of hardship and/or emergency, after receiving prior written approval from the Contracting Official:

  i. Washington, DC and New York City and any points in between;
  ii. New York City and Boston;
  iii. Los Angeles and San Diego;
  iv. San Francisco/Oakland and Sacramento; or
  v. Portland and Seattle.

  Personal automobile mileage expenses include gasoline, insurance, repairs, and all associated operating costs and will be reimbursed at a rate of $ .55½ per mile; however, reimbursement is not authorized for a personal vehicle, where rail or public transportation options are available. Where personal vehicle use is necessary, only the owner/operator is eligible for reimbursement for use of the personal vehicle when several people are traveling together.

- Hotel – Contractor may secure reasonably priced lodging at a basic room rate, which should not exceed $120 per night, excluding taxes. Exceptions to this policy include the following locations and corresponding maximum rates:

  i. New York, NY ($300)
  ii. Boston, MA ($200)
  iii. Chicago, IL ($190)
  iv. Philadelphia, PA ($160)
  v. Washington, DC ($205)
  vi. Oakland, CA ($140)
  vii. Seattle, WA ($140).

- Meals – Meals will be reimbursed up to $55.00 per day, including taxes and gratuities/tips. Documentation of all meal expenses must be provided, except for individual meals under $10.00. Meals are not reimbursable for one-day trips.

The following expenses are examples of expenses that are not reimbursable:

- International, first class, and/or business class travel, without prior written approval by the Contracting Official.
- Personal air travel insurance.
- In-room video rentals.
- Alcoholic beverages.
- Laundry and dry cleaning.
- Expenses for spouses, dependents, or guests.
- Stopovers or changes in routing for personal convenience if they result in additional cost to Amtrak.

Receipts must be provided for all reimbursable expenses, with the exception of: car mileage; the following individual items under $25.00 – gratuities, taxis, public transportation, and tolls; and individual meals under $10.00. All such expenses must be individually itemized. Contractor must complete and submit a Reimbursable Travel Expense Report in the form attached hereto (or a comparable form approved by Amtrak) within thirty (30) days of the last date of the trip in order to receive payment.

Any exceptions to the requirements of this Schedule must be approved, in writing, by Amtrak.

Any contractor who defrauds or attempts to defraud Amtrak by submitting any erroneous expense for reimbursement may be subject to termination for default or convenience pursuant to the terms of the contract, at the discretion of Amtrak, and/or any other penalty afforded to Amtrak under the contract, in equity or in law. Contractor shall be liable for the cost of such expenses and any associated fees, thereby affording Amtrak the right to demand monetary compensation or set off pursuant to the terms of the contract. Further, nothing herein shall be construed to limit the rights which Amtrak's Office of Inspector General has under the Inspector General's Act of 1978, as amended.

Reimbursable Travel Expenses Schedule.X

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

Reimbursable Travel Expense Report - Contractors

Attach Receipts for Meals over $10 and all other Expenses over $25

(Excluding meals, items under $25 without a receipt require explanation of expense)

Name _____ Organization: _____

Date of Trip _____ To _____ # of Trip Days _____

Purpose of Trip

Destination

Description of Expense*	DATE	DATE	DATE	DATE	DATE	DATE	DATE	TOTAL EXPENSE	Itemized Expenses* Itemized Expense								TOTALS
Airfare								0.00									0.00
Train								0.00									0.00
Personal Car Mileage**								0.00									0.00
Rental Car								0.00									0.00
Other Transportation								0.00									0.00
Parking/Tolls								0.00									0.00
Registration Fees								0.00									0.00
Lodging (excld. Tax)								0.00									0.00
Meals/Incidentals*																	0.00
Breakfast								0.00									0.00
Lunch								0.00									0.00
Dinner								0.00									0.00
Miscellaneous								0.00									0.00
								0.00									0.00
								0.00									0.00
TOTALS								0.00									0.00
								TOTAL (A)									TOTAL (B)

*All individual expenses under $25 for gratuities, taxis, public transport, or tolls shall be itemized

**Mileage reimbursement rate effective 01/01/2011 is $.51/mile.

Check Payable to:

1st Payee: _____ Amount $ -

Address: _____

2nd Payee (if applicable): _____ Amount $ -

Address: _____

SIGNED FORM MUST BE SUBMITTED WITHIN THIRTY DAYS OF THE LAST DATE OF TRAVEL

NO PER DIEM WHEN AMTRAK PROVIDES MEAL OR FOR OVERNIGHT STAYS

NO RECEIPTS ARE REQUIRED FOR MEALS UNDER $10.00

ITEMIZATION REQUIRED FOR ALL EXPENSES SUBMITTED WITHOUT RECEIPT

Notes/Other:

TRIP SETTLEMENT SUMMARY	Amount
Total (A)	0.00
Total (B)	0.00
Total of Trip	0.00
Balance - Due CONTRACTOR	0.00

	Date
Traveler's Signature:	
Amtrak Accounting/Finance Review:	

Traveler's certification: I certify that the above is a true statement, that the actual expenses claimed were incurred by me while on official Amtrak business on the dates shown, and that I have attached original receipts for each expense of $25.00 or more, as required by Amtrak policy. I certify that I have complied with applicable auto liability insurance law while operating my personal auto, if used, on Amtrak business.

Traveler's Signature: _____

Date:

RFP X046 1169 – Thruway Bus Service in California

Addendum No. 1 – 8/5/11

The following constitutes Addendum No. 1 to RFP X046 1169. Addendum No. 1 must be acknowledged on the Services Proposal Form and made part of your price proposal.

The due date and time for the submission of proposals scheduled for Thursday, August 18, 2011, by 2 PM remains unchanged.

1. Delete: Instructions to Proposers, Page 3, dated, 01/06/10.
   Add: Instructions to Proposers, Page 3, revised 8/5/11. Note change in Period of Performance.
2. Delete: Services Proposal Form, Page 1, dated 3/13/09.
   Add: Services Proposal Form, Page 1, revised 8/5/11.
   Note change in period of performance listed in third paragraph.

3. Fuel Escalation Provision
   The base price to be utilized in the fuel escalation provision will be $4.2118 per the below average table:

The average California index for the period is $4.2118

DATE	US NATL AVG	EAST COAST PADD I	NEW ENGLAND PADD IA	CENT ATL PADD IB	LOWER ATL PADD IC	MIDWEST PADD II	GULF COAST PADD III	ROCKY MTN PADD IV	WEST COAST PADD V	CA
110801	3.937	3.974	4.045	4.090	3.918	3.918	3.904	3.855	4.000	4.136
110725	3.949	3.988	4.037	4.090	3.940	3.925	3.913	3.848	4.038	4.145
110718	3.923	3.963	4.034	4.066	3.912	3.903	3.882	3.827	4.005	4.114
110711	3.899	3.926	4.012	4.034	3.872	3.875	3.856	3.838	4.012	4.099
110704	3.850	3.870	4.009	3.978	3.812	3.818	3.798	3.851	3.993	4.065
110627	3.888	3.914	4.038	4.014	3.860	3.842	3.834	3.885	4.069	4.146
110620	3.950	3.962	4.077	4.074	3.904	3.904	3.896	3.959	4.156	4.236
110613	3.954	3.968	4.087	4.088	3.905	3.905	3.896	3.988	4.163	4.245
110606	3.940	3.955	4.105	4.074	3.891	3.889	3.877	4.015	4.146	4.223
110530	3.948	3.962	4.121	4.082	3.897	3.896	3.884	4.020	4.161	4.227
110523	3.997	4.011	4.161	4.138	3.943	3.942	3.935	4.101	4.201	4.287
110516	4.061	4.075	4.207	4.210	4.005	4.015	3.996	4.134	4.248	4.371
110509	4.104	4.117	4.218	4.248	4.052	4.066	4.022	4.156	4.307	4.459

4. WiFi – Proposals must include broadband width to accommodate wifi access for 100% of all seats in each bus.

5. Cupholders – Vehicle trays must include cupholders of a similar nature to those on commercial aircraft. Trays with holds to accommodate cups will not be considered acceptable.

6. Delete: Subcontracting Plan for the Utilization of Disadvantaged Business Enterprises, 4 pages, dated 2/1/10.
   Add: Subcontracting Plan for the Utilization of Disadvantaged Business Enterprises, 4 pages, revised 8/5/11.
   Note revision in goal from 15% to 10%.

Nicholas Troiano
Director – Procurement Services