

**FORT BEND COUNTY
PUBLIC TRANSPORTATION DEPARTMENT**

OPERATIONS STANDARDS

(APRIL, 2012)



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I. Fort Bend County Operations Standards

A. Purpose

The purpose of the Fort Bend County operational standards is to implement goals and objectives for Fort Bend County transit operations. Activities necessary for the success of the service are outlined and will be used as an expandable guideline as our transportation service grows. Through effective and cooperative monitoring we intend to maintain the quality and integrity of our transit programs. While this plan is currently sufficient for the scope of service being provided the program it is expandable as fleet size, passenger volume and operational schedules increase. Addendums to this plan will be written as situations warrant.

Contractor shall cause the transit services to be furnished, operated, and performed in a lawful, safe, efficient, economical, and first-class manner, exercising the highest standard of care for its users, and in accordance with the standards, and specifications determined and set forth herein by Fort Bend County.

B. Goals And Objectives

The main goal of the operations standards are to provide the passengers a transit system that is safe and secure, reliable, cost effective and efficient. To accomplish this goal, transportation operations standards and recommended practices are focused on the following goals and objectives:

Goal:

Objective:

- | | |
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| 1. Provide efficient and dependable service to meet public needs. | Maintain exemplary operating standards. |
| 2. Provide transit vehicles that are efficient, safe, reliable, comfortable and clean. | Maintain a high quality maintenance program. |
| 3. Minimize equipment failure, vehicle downtime and maintenance/replacement costs. | Adhere to a Preventive maintenance and replacement schedule that utilizes periodic inspections and management oversight. |

C. Oversight Activities

Fort Bend County's Public Transportation Department has established the following primary oversight activities in order to insure that objectives are met:

- Review and approval of contractor operational policies/practices for compliance with contract and grant funding requirements.
- Monitoring and review of operational statistics and related records for compliance with contract requirements.
- On-site inspection of facilities, equipment and process' to insure customer service, safety and security objectives are met.
- Monitoring of fuel and engine oil consumption.
- Review and monitoring of contractor's maintenance schedules, service and repair invoices, and pre/post trip inspection records.
- Review and follow up on customer complaints, incident and accident reports.

II. Facilities

Currently, Fort Bend County Public Transportation is not using any facilities owned or operated by contractors.

Contractors may utilize Fort Bend County Facilities for vehicle storage or staging. Prior approval by the Fort Bend County Transportation Director must be obtained prior to the use of any County property for these purposes. Contractors shall adhere to all County policies related to use of County facilities including operational hours and safety/security procedures. Contractors are encouraged to utilize County Facilities where such use would provide for greater efficiency and effectiveness in the services being provided.

III. Equipment

Fort Bend County Public Transportation uses Trapeze software for routing and scheduling of passenger trips. This software is also used to record performance of commuter routes. Contractors will be required to enter all trip performance data directly into Trapeze live on the day of service. Review and final edit of data for each route must be completed within two (2) working days of the routes completion. Copies of driver's manifests and other documentation will be required as necessary. At such time that the County acquires other equipment for tracking and/or documenting trip performance, such as Mobile Data Terminals, the Contractor's employees will be required perform the necessary data entry. Contractors are encouraged to utilize automated software or other systems, such as Automatic Vehicle Location devices which would provide monitoring and evaluation tools.

Minimum preventive maintenance activities and inspections shall be performed and shall include periodic inspections and follow-up repairs.

IV. Vehicle Maintenance and Utilization

The Fort Bend County Public Transportation Vehicle Maintenance Plan is designed to protect County assets and insure operational goals and standards are met and reduce operating costs. The key components for success are implementation by the contractor, monitoring by Fort Bend County Transportation staff and compliance by both parties to the program.

Contractor shall provide all inspection, repair, maintenance, and replacement vehicles and equipment for transit service vehicles; equipment and property used in the transit services. Maintenance services shall be in accordance with acceptable standards in the industry, performed by qualified/certified personnel and meet service standards and intervals established by the vehicle or equipment manufacturer, Fort Bend County and any applicable law. Minimum preventive maintenance activities and inspections shall be performed and shall include periodic inspections and follow-up repairs. Equipment maintenance and preventative maintenance procedures and activities shall include but not be limited to vehicle interior and exterior surfaces and equipment, vehicle mechanical components (including but not limited to engines, transmissions, electrical components, auxiliary parts, belts, hoses, braking systems, interior/exterior lights, mirrors, bumpers, HVAC - heating/ventilation/air conditioning systems, etc.), wheelchair lifts, tie-downs, straps, etc. and/or fare collection and ticketing equipment.

Contractor is required to have a sufficient fleet size to insure that service is not interrupted due to vehicles being removed from service due to accidents, incidents, breakdowns and/or maintenance activities.

Once notice of repairs needed is given, all repairs are to be completed within 10 days of notice. Contractor shall notify County in writing of any circumstance preventing completion of repairs within the designated time frame.

Continued failure to maintain vehicles at a level acceptable to Fort Bend County may result in denial of payment, reduction in services assigned to the Contractor and/or termination of the contract.

Contractor will be required to furnish related policies, procedures and/or reports, maintenance records, etc. Contractor will allow Fort Bend County and/or funding source representatives' access to vehicles, maintenance facilities, and/or records as necessary to insure compliance with contract provisions, operational standards, and applicable laws. Vehicle and site inspections will occur as needed throughout the course of the contract. At a minimum, one site inspection of contractor storage and maintenance facilities will be conducted each year. Two un-announced on-board vehicle inspection will be conducted each year. Follow up inspections will be conducted as necessary to insure corrections recommended are implemented and maintained.

A. Vehicle Maintenance and Service Inspections

1) Daily Inspection

Daily inspections are to be performed by maintenance staff or drivers and done as part of the pre-trip and post trip inspections. Post and pre-trip logs are to be used to record and report any potential problems or damage to the vehicle. It is the contractor's responsibility to develop procedures to immediately address any problems listed on the inspection sheets related to safety and security before placing vehicles in service. At a minimum, the following items are to be checked/performed daily:

- a. Buses refueled and on full level (pre and post trip).
- b. Engine coolant level checked and refilled as necessary
- c. Engine oil level checked (pre and post trip) and refilled as necessary
- d. Transmission fluid level checked (engine operating temp. in drive)
- e. Front and rear tire air pressure checked daily. Tires tread depth exceeds 3/32 of an inch, and/or other tire damage not evident. Visually and manually inspect vehicle wheel lug nuts
- f. Brake system and master cylinder fluid levels checked (If brake fluid level is low vehicle is pulled from service)
- g. All seat belts, wheelchair straps in good working order, wheelchair securement slots clean of debris, belts/straps stored properly.
- h. Interior clean and swept, no graffiti, trash removed, damaged seats or wall panel damage, all on-board equipment/materials stored and secured.
- i. Mirrors, windshield, windows and passenger doors clean, free of cracks
- j. Power steering fluid levels checked, refilled as necessary.
- k. Headlights, taillights, turn signals, brake lights, hazard lights and horn are all in working order.
- l. ADA lift is cycled completely both on pre-trip and post trip inspections. (if inoperable, vehicle is removed from service)
- m. Radio communication and p.a. system are both working.
- n. Fare boxes and cash removed from the vehicle each evening.
- o. HVAC checked (if inoperable, vehicle is removed from service.
- p. Front and rear window defrosters/defoggers checked (if inoperable, vehicle is removed from service)

- q. Front and Rear windshield wipers checked and working (vehicle removed from service if inoperable).
- r. Windshield wiper fluid level checked and refilled as necessary.
- s. Fire Extinguishers, first aid kits, and bio-hazard kits are on-board, completely filled and operable (where applicable).
- t. Interior of vehicles swept, trash removed and all on-board equipment and materials stored and secured.
- u. Exterior of vehicle is free from body damage, washed and waxed.

Fuel, engine oil and other fluids are to be monitored with the daily driver's pre and post trip inspection logs. Vehicles with excessive oil, low oil, low transmission or brake fluid levels should be taken out of service for immediate repairs. Vehicles with repeated oil, transmission or brake fluid level issues should be scheduled for diagnostic determinations and related repairs completed as appropriate.

2) Weekly Inspections

Vehicles are to be inspected weekly by the contractor's maintenance staff or contractors to verify repairs noted on driver post trip logs have been completed or scheduled and to note any conditions which require repair.

B. Preventive Maintenance Scheduling

A regularly scheduled maintenance inspection and replacement program is the most important component of Fort Bend County Transportation's preventive maintenance plan. Contractors are required to perform and properly document daily vehicle pre-trip and post-trip vehicle inspections. At a minimum, Contractors are required to perform regular scheduled maintenance following the minimum schedule shown below. Contractor is also required to perform any manufacturer's recommended maintenance items not included below or that have requirements for more frequent intervals than listed below. Any requested deviation from this schedule must meet or exceed manufacturer's minimum standards and have written approval from Fort Bend County. For vehicles owned by contractor, contractor must develop a program that at a minimum, addresses all items listed herein and/or on the forms and at intervals that meet or exceed manufacturers suggested intervals.

The maintenance schedule listed below has been established as the minimum schedule for use in maintaining vehicles owned by Fort Bend County. Management may opt not to inspect certain parts or components under a certain mileage category that have been recently repaired. In this situation those components should be tested on the next maintenance cycle even if it falls outside the mileage schedule.

PM (A) - Every 3,000 miles

PM (B) - Every 6,000 miles

PM(C) - Every 9,000 miles

PM (D) - Every 12,000 miles

PM (E) - At OEM Recommendations or excessive wear indications

PM (F) - At OEM Recommendations or excessive wear indications

PM (A) - Oil and filter change, check for engine and transmission leaks, check coolant level, pressure cap test, radiator and hose leaks, fan and accessory belt conditions, check and clean cooling fan, shroud and condenser surface, windshield washer and wiper

operation, check engine compartment, check driver's seat and safety belt, sun visor, horn operations, check all driver switches, gauges, controls and instruments for illumination and function. Check interior, boarding and courtesy lights as well as passenger door and entry. Check exhaust system for leaks, rear axle fluid level, transmission fluid level, steering linkages and u-joints. Perform battery load and charging test, passenger seat belts and seats, interior coach damage, Verify ADA lift operation and condition is satisfactory. Verify any other ADA accessibility features, (e.g., kneelers, public address systems, voice annunciation systems, et.) are operating correctly. Operate/check, exterior mirrors, decals, body damage, parking brake function, tires and lug nuts, windows and latches. Check fire extinguisher, bio-hazard and first aid kits and refill as necessary. Insure state inspection sticker current and schedule for renewal as applicable. (Note: County owned model 2011 Freightliner M2 chassis are approved for 5,000 synthetic oil change interval.)

PM(B) - Change air intake filter, clean and inspect battery connections, check and adjust belt tension, inspect shocks, springs, struts and air ride bags, check air ride compressor and mounting, Test both front and rear A/C system pressures, check both A/C systems for leaks, clean rear a/c filter.

PM(C) -Complete chassis lubrication, light lube of upper and lower door bearings, lube passenger door linkage, fuel filter change, complete ADA Lift Inspection Chart.

PM(D) - Re-pack Wheel bearings and inspect seals, inspect disc brake hoses and lube caliper slides, check master cylinder fluid level, inspect rear brake line and hoses, check rear suspension ride height, rotate wheels.

PM (E) - Change Transmission fluid and filter.

PM (F) - Change differential grease.

C. Parts and Inventory Control

Vehicle parts inventories for Fort Bend County Transportation service vehicles are not maintained or furnished by Fort Bend County. The contractor is responsible for their respective inventory and parts control.

D. Use of Manufacturer's Maintenance Manuals and Recommendations

Contractor maintenance personnel should use manufacturer's manuals and service recommendations as guidelines for vehicle service. Safety bulletins, recall notices and service updates should also be utilized.

E. Warranty Procedures

Contractor shall develop a system for monitoring and utilizing warranty repair and parts replacement. Warranty service will usually be coordinated through an arrangement between the warranty vendor, Fort Bend County Maintenance, transit contractor and/or an authorized dealership where and when applicable.

F. Bus Renovation Program

Fort Bend County currently utilizes a "replace as needed" program for vehicle replacement. Contractors are encouraged to consult and coordinate with the County's Vehicle Maintenance and Transportation Departments any requests for bus renovations or replacements which would benefit the transit program's operations.

G. Engine/Transmission Component rebuild

Contractors are required to use OEM parts as replacements for all parts except alternators. In the event of a total engine or transmission replacement rebuild of the original engine/transmission, replacement with remanufactured units with warranties and/or replacement with OEM units should all be considered. The most cost effective and efficient method of replacement should be utilized.

H. Vehicle Information System

Currently, Fort Bend County Public Transportation is not using any automated vehicle information or operational data software or equipment. Contractors should develop systems for tracking vehicle mileage for Preventive Maintenance thresholds as well as operational data. For monitoring purposes, a simple spreadsheet program is acceptable. For vehicle information and tracking, spreadsheets should include actual mileage at the time service is performed corresponding to the work performed. Contractors are encouraged to utilize Fleet Reporting Software or other systems which would provide further maintenance monitoring and evaluation tools.

I. Vehicles

Each transit vehicle provided must meet the specifications delineated in the Service Plan.

Vehicles provided by contractor shall be in compliance with the design standards set forth in the Americans with Disabilities Act and be maintained in accordance with the standards set forth herein. Flip seats for utilization of wheelchair tie-down spaces when not in use by wheelchair passengers is preferred but not required.

Vehicles must have a fully operational HVAC system and be designed in such a way to insure passenger comfort and safety. Appropriate signage for passenger instruction, cautionary or safety features, on-board rules, passenger conduct, routes, etc. shall be provided in and/or on the vehicles in English and Spanish and/or utilizing appropriate international formats/pictures.

The County reserves the right to inspect any and all vehicles utilized for service provision under the terms of this contract at any time. At a minimum, The County will inspect vehicles quarterly. Contractor will be required to schedule the vehicles for inspection completion activities and arrange for replacement vehicles, meeting minimal vehicle standards, to be utilized for contracted services while vehicles are being inspected to insure no disruption in transportation services. Contractor will be notified of any repair or service items identified during these inspections. Contractor will be required to complete noted repairs within 10 days of notice. Contractor shall notify The County in writing of any circumstance preventing completion of repairs within the designated time frame.

Utilization of vehicles that don't meet Fort Bend County standards may result in denial of payment, reduction in services assigned to the Contractor and/or termination of the contract.

Fort Bend County requires that vehicles being utilized by the Contractor to provide services under this agreement are maintained and utilized according to the following minimum standards:

- Buses must be free of body damage
- Buses must not have missing parts (i.e. wheel covers, door handles, hood ornaments, etc.).
- Bus tires will be replaced when tread depth reaches 3/32 of an inch and/or when other tire damage or condition prevents the safe operation of the vehicle.
- Space saver spare tires are not to be used while the vehicle is in
- Buses must obtain a Revenue or Fair Box.
- Both the interior and exterior of vehicles shall be cleaned daily.
- Buses must have fully operable HVAC and wheelchair lifts systems while in revenue service.

Contractor will insure that no vehicle is placed in service that does not meet the minimum vehicle standards and/or is not in appropriate working condition according to acceptable practices and/or that does not meet applicable safety and operating standards for public transit service vehicles. Contractor will insure that no vehicle is placed in service and/or left in service with any exterior or interior damages resulting from an accident or collision or other circumstance which results in the vehicles being unsightly or un-safe to operate. Contractor will insure that no vehicle is placed in service or left in service with an in-operable and/or poor performing HVAC system. Contractor will be required to insure that no vehicle is placed in service on any service day before having the interior and exterior surfaces cleaned and/or washed and all trash removed from the interior of the vehicle. Drivers shall be required to remove trash from the interior of the vehicle as necessary during the course of a service day. First Aid Kits, wheelchair tie-down straps, safety belts, seatbelt extensions, emergency equipment, supplies, wheelchairs, walkers, canes, oxygen bottles, packages, child safety seats, etc. shall be placed in vehicles in such a way as to insure they do not interfere with passenger access and/or create safety hazards for drivers and passengers.

V. ADA Lift Equipment Testing and Maintenance

All revenue vehicles must be equipped and in compliance with ADA mandated law In order to keep lift equipment in optimum working order, comply with provisions of the American's with Disability Act and to avoid service interruptions Fort Bend County Transportation's Preventive Maintenance Schedule for Lift Equipment is every 3,000 miles (PM(A)). As part of the pre-trip inspection, the lift is to be fully cycled with both the hydraulic and manual systems tested. A separate maintenance sheet should be used to track lift service and repairs. In all cases, repairs must be initiated within 24 hours from the time the lift is reported inoperable.

Contractor must at all times be able to safely transport all passenger that use "common wheelchairs". A common wheelchair is a three or four wheeled mobility device that does not exceed 30 inches in width and 48 inches in length as measured two inches above the ground and does not weigh more than 600 pounds when occupied.

Passengers in common wheelchairs may not be refused service even when the securement system cannot accommodate the passenger's wheelchair. Contractor may recommend, but cannot require that a wheelchair passenger transfer to a seat.

Contractor must comply with requests to use ramps or lifts to load or unload, even for passengers who do not use wheelchairs.

All vehicles must have signage designating priority seating for persons with disabilities and the elderly. When a person with a disability needs to sit in the designated seat or occupy a wheelchair securement location, the contractor shall request any non-disabled passenger in that location to move to another seat. However, a passenger cannot be forced to move to another seat. There is a growing use of larger self-propelled electric scooters over lighter weight manual wheelchairs. Due to the increased weight load of these mobility devices contractors should develop processes to insure that drivers are aware of load limits on lift equipment and do not engage the lift equipment in situations where load limits will be exceeded. Contractor is encouraged to make every effort to safely transport passengers in oversized mobility devices. For commuter services, vehicles are not to be placed in service with inoperable lift equipment. For demand response services, vehicles can be utilized providing that trips requiring lift equipment can be placed on other first line vehicles and/or back up vehicles without affecting the performance standards for the trip(s).

VI. Staffing

Contractor shall furnish all transit vehicle operators, mechanics, supervisors, administrative personnel, sales/ticketing, scheduling, dispatching, and other personnel services necessary for providing the transit services required by and in accordance with the Contract. Contractor shall assume responsibility for the Scope of Services and related Service Plans(s) and shall provide all necessary supervision and coordination of activities to complete its requirements subject to approval and concurrence from the County. Contractor represents that it has and agrees to furnish, personnel with the professional classifications, skills, and expertise required to perform the contracted services.

All maintenance personnel and operators of transit equipment shall be properly trained and competent to maintain and operate the transit vehicles and equipment utilized for Fort Bend County services.

Contractor provided Dispatching staff should have appropriate experience and expertise to be proficient in passenger scheduling, emergency operations, driver support and customer service practices.

Contractor provided Reservations and Scheduling staff shall also have appropriate experience and expertise to insure that schedules are prepared and maintained with optimum efficiency, effectiveness and customer service objectives.

Contractor shall establish and maintain an up-to-date listing of all safety sensitive personnel. Safety Sensitive personnel shall be defined as all personnel meeting the definition for Safety Sensitive Personnel provided in the U.S. Department of Transportation, Federal Transit Administration, Drug and Alcohol Testing Program Requirements.

Contractor must establish and maintain minimum hiring and retention standards for personnel meeting funding source and County minimum standards. Expectations are that hiring and retention standards will be developed and maintained in such a way as to provide appropriate standards for the position(s) being occupied. Hiring, retention and performance standards must also include prudent safety and security measures. Employees with job related convictions cannot be utilized for Fort Bend County services. Personnel violating any of the minimum hiring and/or retention standards approved by Fort Bend County must

immediately be removed from performing services under the contract.

Drivers assigned to provide services under the terms of this contract must meet the requirements of all applicable driving laws and regulations. Drivers utilized must meet licensure requirements established by the State of Texas for the vehicle(s) utilized. At a minimum, driver hiring and retention policies shall include the following elements:

DRIVER HIRING STANDARDS

- Understand, write, speak and read English
- Have no more than 2 moving violation within the last 3 years of driving
- Have no DWI or DUI convictions
- Have ability to complete necessary forms and reports legibly
- Must participate in a drug and alcohol testing program complying with FTA regulations
- Must always have a neat, clean and professional appearance
- Must be physically able to assist passengers boarding and alighting vehicles, including assistance with packages, shopping bags, luggage, etc. and ability to lift a minimum of 50 lbs.
- Must be physically able to assist wheelchair bound passengers and to appropriately board, secure and remove wheelchair riders in/from the vehicle.
- Must be subject to a criminal history check.
- Must be able to pass pre-employment drug and alcohol testing according to FTA regulations.
- Must receive required pre-employment training
- No more one (1) at-fault accident during the previous three year period.

DRIVER RETENTION STANDARDS

- No more than two (2) substantiated and justified passenger complaints within a one (1) year period
- Must participate and comply with a drug and alcohol testing program complying with FTA regulations
- No more than one (1) moving violation within a one (1) year period
- No DWI or DUI convictions
- No more than one (1) at-fault accidents within a one (1) year period
- Must report criminal convictions and traffic violations
- Must receive annual training requirements

A. Training Programs

Contractors are required to establish a training program for all personnel utilized for contract services meeting the minimum training requirements established by grant funding sources and/or Fort Bend County. Proper documentation of training compliance and activities will be required. Failure to establish, maintain and comply with the training requirements can result in contract termination.

Fort Bend County utilizes trainings offered by TX DOT and other vendors for key operations staff. Scholarships covering registration and traveling expenses may be available and contractor personnel are eligible recipients for scholarship programs. Contractor may use a combination of on the job training, campus based, web based and/or other media and activities to accomplish training requirements.

Safety Sensitive personnel as defined in the Department of Transportation regulations for drug and alcohol testing are required to receive a minimum of 1 hour per year of training. Supervisors of safety sensitive personnel must receive an additional 1 hour of training related to reasonable suspension testing.

Personnel performing safety sensitive duties must receive the following trainings before first performing safety sensitive functions:

- Drug and Alcohol Testing Program and procedures
- Emergency Procedures
- Bus Evacuation Procedures
- Passenger Assistance Training

Within 60 days of hire, safety sensitive personnel are required to receive CPR, First Aid, Blood Borne Pathogen, Seizure Management, and Customer Service Training.

Drivers must be provided a minimum of 24 hours per year of driver training activities. Driver training activities must at a minimum include defensive driving, transit safety and security, emergency preparedness, customer service, passenger assistance training and Drug and Alcohol Testing Program Training.

B. Uniforms

Contractor shall require operators to wear uniforms approved by Fort Bend County. At a minimum Fort Bend County will require uniform color, design, pattern, markings, etc. to be consistent for all routes and services offered by Fort Bend County.

Uniforms must be worn in a neat, cleaned and pressed condition. Uniforms with tears and/or stains shall not be worn.

Employees are to be well-groomed and presentable to the public at all times.

C. Drug and Alcohol Testing

Contractor must establish and carry out a Drug and Alcohol Testing Program meeting FTA requirements and require all safety sensitive personnel to participate in the program. Failure to establish, maintain and comply with the drug and alcohol testing program and/or to have the proper training and testing records and procedures required by the program will result in contract termination.

VII. Operational Policies/Practices

Contractor shall provide all operational procedures and practices and develop such in accordance with the minimum standards established by Fort Bend County. Fort Bend County shall approve all the policies, standards, and specifications of the services to be provided by Contractor. All activities under the contract must be in compliance with all applicable Federal, State and Local laws and provisions for operations of public transit services.

Fort Bend County has established a passenger (rider) guide detailing how to access services, contact names/numbers for reservations/scheduling and after hours dispatch or response, eligibility (where applicable), service hours and days, operational policies and procedures, on-board rules, complaint process/procedures, suspension process/procedures, etc. Such guide shall be furnished to passengers upon access to services and be available in the

languages and formats necessary to accommodate those passengers utilizing the services provided by Fort Bend County. Contractor's employees are required to assist passengers in following passenger guidelines and report infractions to Fort Bend County immediately.

Contractor shall also establish driver conduct standards to insure exemplary customer services and to adhere to appropriate safety and security procedures. For safety reasons, Contractor's driver standards must include prohibitions of the use of cell phones, texting or performing data entry while the bus is in motion. Driver conduct standards are subject to approval by Fort Bend County at contract inception and at any point during the contract period that the contractor changes such standards and/or practices.

A. Record Keeping

Where and when applicable or required by funding sources and/or Fort Bend County, contractor will be required to furnish related policies, procedures and/or reports, and related records for maintenance, financial, personnel, accident, complaints, etc. Contractor will be required to furnish and submit policies, procedures and/or reports and records complying with any and all requirements of funding sources to the County according to deadlines established by Fort Bend County.

Reports shall outline work accomplished during the previous month or since the last report. The reports shall include, but shall not be limited to, number of transit trips and hours provided, mileage used on vehicles, number of wheelchair boarding's, number of trip denials, number of no-show rides, number of cancelled rides, number of missed trips, number of late trips, average trip length and time, on-time performance statistics, amounts of any fares or donations collected or received, special problems or delays encountered or anticipated, number of vehicle breakdowns and accidents, changes in the transportation service or the anticipated work activities for the next work period, and/or any other accomplishments, conclusions, etc., if any.

For compliance and monitoring purposes, the County will require specific information about the personnel working under this contract. Information may include but not be limited to copies of driver license, copies of driving record report, criminal background check report, drug and alcohol testing records, birth date, social security number, address, etc.

The County will require contractor to furnish records related to the drug and alcohol testing program to insure compliance with the Federal Regulations governing the program.

Contractor shall maintain complete and accurate records with respect to its performance under the contract. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible at all reasonable times. Contractor further agrees that the County shall have, until the expiration of FIVE (5) years after final payment of this Contract, access to and right to examine any directly pertinent books, documents, papers, and records concerning this project.

From time to time, the County may give Contractor information, either orally or in writing, and indicate that the information is confidential. Contractor shall protect such information, shall not disclose such information to anyone, and shall not use the

information for any purpose except for rendering service to the County. Under no circumstances is Contractor authorized to release any material or information obtained or developed in the performance of these services under this agreement without the express prior written permission of the County.

Contractor shall not disclose specific and personal passenger information to any party without the express prior written permission of The County. Specific and personal passenger information requested by law enforcement personnel during the course of an accident or incident investigation shall be provided to said officials at the time the request is made and/or as soon as the information is available.

B. Fares

Fort Bend County shall establish fares for each route provided and detail such fares in the related service plan. Where and when applicable, contractor shall provide a system for the collection of the fares and charges established by Fort Bend County insuring the security of said collections. Fare collection practices must be in accordance with requirements for security and accountability established by funding sources and Fort Bend County.

Where fares are prohibited by grant funding sources, no fare will be assessed. Contractor will be required to develop appropriate policies and procedures for the collection and/or receipt of donations related to the transportation services provided under the contract. If donations are allowed and/or collected, they must be collected, secured and tracked and accounted for as if they were fare box revenue.

All collections and fare box revenues related to the contract are Fort Bend County revenues. Such fares and charges may be collected in the form of cash, subscriptions, passes, tickets, or other methods determined by Fort Bend County. Fares shall be released to authorized personnel only and contractor shall be held accountable to Fort Bend County for all fares collected. Contractor will be required to provide appropriate reporting documents and records and allow approval and inspection of fare collection activities and processes by Fort Bend County and/or its representatives. Site inspections will occur as needed throughout the course of the contract. At a minimum, one un-announced site inspection will be conducted each year to insure that fare collection activities both on-board vehicles and at the contractor's administrative facility are being conducted in a safe and secure manner. Follow up inspections will be conducted as necessary to insure corrections recommended are implemented and maintained.

The contractor shall furnish all tickets, transfers, passes, and other printed fare materials. Contractor shall assist Fort Bend County in the delivery and placement of tickets and/or passes in vehicles, ticketing locations and/or at other appropriate locations defined by Fort Bend County.

No free transportation services shall be provided without the specific approval of Fort Bend County. From time to time promotional activities may include free fare or passes. Contractor will be notified of the term and length of such promotions as they occur.

Passengers are to be notified of the applicable fare at the time a reservation is made and/or upon boarding vehicles. Passengers presenting for boarding without the

appropriate fare shall be allowed to board and ride with no fare a minimum of three two-way trips per year.

Infants and children will be assessed the same fare as that of adults.

Individuals unable to travel on their own accord, whether from physical or mental disabilities, will be required to travel with an aide and/or companion. Up to two aides/companions will be allowed to travel with the individual with no fare assessed for the aides.

C. On-time Performance

Performance standards for on-time performance are set at 95% of trips provided on time. Contractors will be required to maintain a minimum operating goal of 95% On-Time Performance for pickup and delivery. For demand response services, a trip shall be considered on-time when the vehicle arrives no more than 15 minutes before or after the scheduled pick up time and the trip is delivered by or before the requested appointment time. For all other transit services types, on time shall be considered when the trip is performed within 5 minutes of the published schedule.

D. Customer Complaints

Customer Complaint processes and procedures shall be established and furnished to passengers. Customer complaint procedures shall, at a minimum, include provisions to acknowledge receipt of the complaint by the following business day for complaints received by telephone and within 10 business days for complaints received in writing. Minimum complaint processing and/or resolution shall be concluded within 45 business days of receipt of the complaint.

Upon initiation of contract services, Contractor shall coordinate with Fort Bend County the establishment of definitions for minor and serious complaints. The designation agreed upon shall not be all inclusive and will be modified as necessary over the course of the contract. The contractor should seek clarification for any complaints which are not specifically listed, which are in question, or in which the nature and circumstances surrounding the complaint should require other designation or handling of the complaint.

Contractor shall provide monthly complaint reports to Fort Bend County briefly detailing complaints defined as “minor” and their resolution. Serious complaints shall be reported verbally to Fort Bend County either immediately or as soon as possible after being received by the contractor. A follow up written report detailing resolution of the complaint will be required by Fort Bend County for all serious complaints.

Repeated similar complaint occurrences shall subject the contractor to a performance review by Fort Bend County to determine corrective measures. Failure to implement and maintain corrective measures may be cause for contract cancellation.

E. Safety/Security

Contractor shall establish appropriate safety and security procedures and process in accordance and consistent with recommendations by equipment manufacturers, law enforcement agencies, the Department of Homeland Security and/or Fort Bend County guidelines and suggestions.

At a minimum, Contractors shall have and furnish to Fort Bend County safety and security procedures, plans and policies related to any and all equipment utilized under the contract, vehicle breakdowns and accidents, emergency events, facility and vehicle security, drug and alcohol testing of safety sensitive personnel, and vehicle on-board incidents and security inspections.

Passengers preventing the safe conduct of vehicles or presenting threats to drivers and/or other passengers may be refused services and/or appropriately removed from vehicles at the contractor's discretion.

Operational Policies must include but not be limited to the following provisions:

- Children weighing 40 pounds or less are not to be transported without an appropriate child restraint seat.
- Drivers and passengers must have access to and wear a seat belt.
- No fueling of vehicles or performance of maintenance activities while passengers are on-board vehicles.
- Transfer of passengers to back-up vehicle(s) meeting minimum contract standards within a reasonable time-frame when a vehicle breakdown, incident or accident prevents continuance of the route in the initially assigned vehicle
- Provisions for immediate notification/provision of emergency services such as fire, police or emergency medical services.
- Provisions for immediate emergency contact and notification of appropriate authorities for transit security events.
- Provisions for the safe transport of respirators, portable oxygen bottles or life support equipment, walkers, canes, packages, etc.
- Provisions for service animals such as guide dogs.
- Provisions for travel training.
- Provisions for providing appropriate information, inclusive of personnel and passenger information, as requested by law enforcement personnel during the course of an accident or incident investigation.
- Suspension of services due to inclement weather conditions
- Suspension of services due to or as a result of security events/concerns.
- Staff hiring and retention policies consistent with security recommendations and practices.
- Provisions for staff identification such as name tags, picture ID's and patches designating employees, supervisors, special training or awards, etc.
- Provisions prohibiting the utilization and wearing of personal cell phones, other equipment, or dangling jewelry, etc.
- Provisions prohibiting smoking, eating and drinking on vehicles. Provisions shall include allowances for driver breaks and/or the needs of passengers with disabilities.
- Provisions for lost and found articles that include appropriate notification methods and secured storage.
- Two-way radio communications procedures.
- Driving procedures for varying road conditions and hazards
- Vehicle evacuation procedures.

F. Operating Hours

Operating hours will be designated as routes/shuttles are developed and will be identified for each specific route in the related service plan(s). Service and service routes may be

revised from time to time as directed by Fort Bend County in consultation with the service provider. Hours of operation may be over the course of a full 24- hour day. Days of operations may include weekdays, weekends and holidays.

During inclement weather conditions services may be suspended until such time as vehicles can operate safely. When possible, Contractor will be required to notify Fort Bend County before any service suspension occurs due to inclement weather conditions and/or other conditions that prevent the safe operation of transportation services. Contractor shall develop a method for notifying passengers of service interruptions.

Scheduling and Reservations service hours are to be between the hours of 8:00 a.m. and 5:00 p.m. Monday thru Friday excluding County Holidays. For demand response services, rides are to be scheduled for first destination drop-off by 8:00 a.m. and last pick up no later than 5:00 p.m.

Dispatching services are to be provided during all hours in which a vehicle is in service.

Contractor is required to immediately notify Fort Bend County of any service suspension – whether suspension of a particular bus or route or a service suspension to a particular passenger.

G. No-show Trips

Fort Bend County has developed and implemented a no-show trip policy and included such provisions in the passenger guide.

H. Cancellation Trips

Fort Bend County has developed and implemented a trip cancellation policy and included such provisions in the passenger guide.

I. Subscription Rides

Fort Bend County does allow passengers the convenience of becoming a subscription rider. Fort Bend County has developed and implemented a subscription ride policy and practice. Subscription rides cannot exceed 50% of service hour capacity for each service hour.

J. Incidents/Accidents

Contractor is required to provide The County with a written report of each accident or incident. Reports shall be prepared according to formats required by funding sources and approved by the County. Major accidents, security breaches or incidents involving the services provided in the performance of this contract, are to be reported immediately to Fort Bend County with a written report furnished within 24 hours of the occurrence. Minor accidents, security breaches or incidents are to be reported in writing on a monthly basis unless circumstances require a specific report to be provided sooner.

Upon initiation of contract services, Contractor shall coordinate with Fort Bend County the establishment of definitions for minor and serious incidents and accidents. The designation listing agreed upon shall not be all inclusive and will be modified as necessary over the course of the contract. The contractor should seek clarification for

any incidents or accidents which are not specifically listed, which are in question, or in which the nature and circumstances surrounding the event should require other designation or handling.

K. Reservations/Scheduling/Dispatching

Contractor supplied Reservations, Scheduling and/or Dispatching must have sufficient experience, equipment, and staff to take reservations with as little as one business day advance notice and as early as 30 business day's advance notice.

When these services are provided by the Contractor, the County prefers that Contractor has the ability to give passengers a confirmation number for the scheduled trip at the time it is reserved. When the reservation has been made at least two business days in advance of the ride, Contractor is encouraged to make reminder calls to passengers at least one business day in advance of the ride as a customer service and to prevent no-show trips. Passengers are to be advised of the on time performance window and informed of the specific on-time window for their assigned trip.

For demand response services, rides are to be scheduled for first destination drop-off by 8:00 a.m. and last pick up no later than 5:30 p.m. Passengers are to be allowed to schedule repeat rides in advance and/or according to an approved subscription ride policy. Rides are to be accepted on a "time and space" available basis with on-time performance, ride-time and early arrival limits considered for all passengers on the affected route. Passengers shall be allowed to book multiple rides during a call and to reserve rides as long as 30 days in advance of the need for a ride.

Fort Bend County may directly provide passenger scheduling activities and/or provide passenger scheduling and dispatching equipment and software to contractors. At such time as the County elects to provide such services, specific operating parameters will be developed in consultation with the contractor.

Scheduling parameters shall include appropriate dwell times provisions for loading and securing equipment utilized by passengers with disabilities. Scheduling parameters shall also include early drop-off limits, ride-time limits, provisions to maintain or increase the efficiency and effectiveness of routes as well as provisions to optimize on-time performance.

Dispatcher(s) should be proficient in monitoring and moving trips around throughout the service day to insure that trips are performed on-time, efficiently and effectively. Dispatchers should be aware of early drop-off limits and adjust trips accordingly. Driver ability to contact dispatcher stations must be maintained at all times. Dispatching coverage must be provided at all times vehicles are in service.

L. Eligibility

As a general rule, eligibility shall include all residents and visitors of Fort Bend County unless otherwise designated in the Service Plan for a particular route or service or unless grant funding parameters limit passenger eligibility.

For grant funding provided under Federal Transit Administration Section 5310 (Elderly and Disabled) funding TXDOT requires that the following classifications of riders have priority; Anyone over the age of 55 years of age and anyone with a physical or cognitive

disability and after the needs of these riders have been met, any other rider. For grant funding provided under Federal Transit Administration Sections 5311 (Rural), 5307 (Urban), CMAQ (Congestion Mitigation Air Quality), JARC (Job Access & Reverse Commute) all classifications of riders are eligible.

The service area is primarily Fort Bend County but is not limited only to Fort Bend County. Specific service area restrictions will be detailed in service plans issued under the contract provisions. Currently, demand response services are limited to any trips within Fort Bend County, connector service to the Houston Metro park and ride facility located at West Bellfort Road and Highway 59 South, or within one mile of the County line.

Commuter service routes are currently providing two pick-up locations in Fort Bend County within the city limits of Sugar Land and a third location in Rosenberg at the Fort Bend County Fairgrounds. These Park & Ride lots are located along the Highway 59 South corridor. Three separate commuter routes are operated, designated as the Greenway, Galleria and Texas Medical Center (TMC) Area routes, final destinations are located within the City of Houston. Detailed route maps and schedules will be furnished to the contractor at contract initiation.

During the course of the contract period, other services and routes may be developed. Specific service area designations, route maps, etc. shall be coordinated and implemented in consultation with the contractor and detailed in service plans implemented under the contract provisions.

Juveniles under the age of 13 years old shall not be allowed transportation unless accompanied by a companion of at least 18 years of age.

Individuals, who are unable to travel on their own accord, whether from physical or mental disabilities, will be required to travel with an aide and/or companion. Up to two aides/companions will be allowed to travel with individuals with disabilities with no fare charged.

Operational Policies must include provisions not allowing children under 40 pounds to be transported without an appropriate child restraint seat. Contractor may provide child restraint seats or may require the passenger to supply the child restraint seat.

M. Passenger Assistance

All contractor employees are expected to treat passengers and the public courteously. This includes contractor employees who answer telephones, supervisors, maintenance personnel, subcontractors and drivers. Contractor employees shall receive training in appropriate customer service applications and conduct and shall be expected to provide staff who are friendly and responsive to people's concerns and with the ability to use tact and diplomacy while interacting with people and carrying out their respective duties.

For all service types, drivers are responsible for and must be capable of taking wheelchairs up or down one step or curb and open and close the door of the vehicle for the passenger. Drivers are to offer and provide all other necessary assistance in boarding or departing the vehicle. Unless otherwise designated in an operational service plan, contractors are required to provide curb-to-curb transit services.

For curb-to-curb services, assistance shall be provided between the vehicle and the curb. At a minimum, assistance to and from the vehicle and over or off the curb, into and out of vehicles, on and off lift equipment, and assistance with mobility devices and/or packages will be required.

Fort Bend County has established policies for the number, weight and securement of packages and included this information in the passenger guide. Contractor employee shall at a minimum provide for assistance with packages meeting the passenger's guidelines.

The contractor can elect to provide assistance to passengers to or from the front door of buildings and to provide provisions and policies for additional packages and package weight minimums.

For service plans requiring door-to-door services to meet the special needs of elderly and disabled patrons, assistance to and from vehicles, onto/off curbs and stairways, into and out of vehicles, on and off lift equipment, into and out of buildings, assistance checking into facilities and assistance with mobility devices and/or packages will be required. Drivers may be required to provide other assistance to include insuring the passenger is appropriately attired for transport and reporting needs, abuse or neglect to designated officials.

Drivers should exercise reasonable care when dropping off passengers by looking out for safety concerns, responding where/when possible and notifying appropriate supervisory personnel of safety concerns encountered along routes, in day to day activities or at particular drop off locations.

Fort Bend County may at times contract to provide certain routes with an Ambassador to provide additional assistance for elderly or disabled passengers.

The contractor must follow ADA guidelines for fixed route, commuter or JARC stops and transfer points by providing audible stop announcements at those locations to aide individuals with visual or other disabilities with identification of a route and/or stop. This guideline also applies to any stop location served by more than one route.

Any stop location that provides service to the general public must also provide service for those with disabilities. Contractor may not refuse to allow a passenger to board or exit the bus by using a lift or ramp at any regular stop location.

Contractor must allow adequate dwell time for person with disabilities to load or unload the bus. Any regular passenger that takes longer than expected to load should be reported to FBC staff so that additional time can be scheduled for that passenger's future trips.

N. Passenger Suspensions

Service suspension to passengers must be conducted in accordance with provisions of the Fort Bend County approved Passenger Guidelines. Contractor is required to immediately notify Fort Bend County of any recommendations for service suspension – whether suspension of a particular bus or route or a service suspension to a particular passenger unless an immediate circumstance precludes advance notification to Fort Bend County. “Immediate circumstances” may include and not be limited to safety and/or security violations. Passengers preventing the safe conduct of vehicles or presenting threats to drivers and/or other passengers may be refused services and/or appropriately removed

from vehicles at the contractor's discretion. Fort Bend County's Passenger suspension policy does include both temporary and permanent service suspension provisions based on the severity of an incident.

Suspension may also be provided for in accordance with an approved policy for no-show or late cancel trips with suspension consequences for policy violations.

VIII. Emergency Operations

Contractor will be required to assist Fort Bend County during emergency events by providing vehicles and drivers to perform evacuation services. Contractor will not be required to provide more vehicles and drivers than are currently contracted at the time of the emergency. The Contractor is encouraged to offer additional drivers and vehicles during the event. Charges for such emergency services shall be in accordance with the price bid for routine services. Additional charges related to supervisors, dispatchers and driver overtime compensation, lodging and meals as well as increased fuel and/or maintenance charges will be allowed where and when applicable. Due to the nature of this provision, such additional charges will be negotiated at the time the request for services is made. Additional charges will be expected to be reasonable as well as verifiable when and where applicable.

Within 30 days of contract initiation, contractors shall develop and implement emergency policies and practices and furnish them to Fort Bend County. Policy provisions shall insure drivers are available to provide emergency assistance when necessary and require drivers to check in, be on-call and/or on-duty at locations designated by Fort Bend County during emergency planning activities and/or events. Drivers shall be required to have a means of contact by telephone or pager during and after hours. The emergency policy shall be continually updated as necessary throughout the course of the contract relative to the detail on the appropriate personnel name(s) and contact information and shall include provisions for after-hours contact information.

Contractor may be required to provide additional documentation, records and/or reports to Fort Bend County for emergency activities. Such additional administrative activities are to be provided at no additional charge. Failure by the contractor to provide emergency services when requested can subject the contractor to contract cancellation and removal of the contractor from consideration for future contracts.

IX. Federal, State and Local Regulations

Contractor shall enforce all rules and regulations and/or laws pertaining to contractor services promulgated by Fort Bend County and/or applicable Federal, State or Local law. All activities shall be consistent with and in accordance with the rules and regulations of the Federal Transit Administration (FTA), The Texas Department of Transportation (TXDOT), Fort Bend County, and any local government as applicable.

Contractor must observe and comply with all applicable federal and state laws, rules, and regulations, and is responsible for all licenses, disclosures, notices, and registrations which may be required in connection with the performance of the contract.

Restrictions on lobbying activities and charter and school bus services as defined by FTA must be followed. All required policies and practices must be implemented and followed by the contractor during the course of the contract period as a condition of the contract.

X. Performance Goals

The following performance goals have been set for contract compliance. Repeated performance failures may result in contract cancellation.

Operations Standards	<p>On-time Performance-95% of pick/up and delivery On-Time.</p> <p>95% of Random Inspections of site/facilities/equipment/vehicles and fare collection activities reveal no contract violations.</p> <p>Customer complaints are addressed and resolved in a timely manner 95% of the time.</p> <p>Service and/or passenger suspensions are conducted in accordance with contract provisions and approved policies 100% of the time annually.</p>
Safety/Security	<p>Vehicle Accidents - No more than 1.5 accidents per 100,000 vehicle miles.</p> <p>Major System Failures - No more than 2 service interruptions per 100,000 vehicle miles.</p> <p>Drug and Alcohol Testing program performed in compliance with Federal Transit Administration Rules and Regulations.</p> <p>95% of Random Inspections of site/facilities/equipment/vehicles activities reveal no contract violations.</p> <p>Security and emergency incident/event performance complies with contract provisions and approved policies and practices.</p> <p>Fare collections and practices are performed in compliance with contract provisions and approved policy and procedures 100% of the time.</p>
Driver Standards	<p>100% of driver staff receive minimum annual training hours.</p> <p>100% of driver staff meets minimum hiring/retention standards.</p>
Equipment Standards	<p>Preventative Maintenance Procedures performed on time at least 95% of the time annually.</p> <p>Vehicle and/or Equipment repairs are initiated within three business days of notification or identification of the need for repairs.</p>

Please note the following regarding performance measures:

- Funding sources will mandate service reporting under the National Transit Database (NTD) requirements. NTD reporting criteria define a Major Accident as an accident where there is a fatality, injuries requiring immediate treatment away from the scene, property damage in excess of \$25,000, evacuation of a transit vehicle due to life safety reasons, collision at a RR grade that results in one injury requiring immediate treatment away from the scene. NTD reporting criteria defines a Non Major Incident as all other accidents including towing. Contractors are advised that accident data will have to be collected and reported accordingly. For the purpose of measuring performance under the contract's performance standards for vehicle accidents, a vehicle accident will be considered any accident that meets the NTD definition for Major Accident and/or any accident that results in the driver receiving a traffic citation and/or any accident that results in vehicles being towed.
- NTD defines Major System Failure as an incident when a bus has to be towed for mechanical reasons and is unable to start or complete revenue service and/or when a bus starts but is unable to complete revenue service and has to return to the depot for mechanical reasons. Contractors are advised that Major System Failure data will have to be collected and reported accordingly. For the purposes of measuring performance under the contract's performance standards for Major System Failures the NTD definition will be utilized.

XI. Promotional Activities/Marketing

Marketing, promotions, public relations activities and other administrative or planning support services under the provisions of the contract shall be provided by the contractor in accordance with an applicable Marketing Plan approved by Fort Bend County. Services shall include labor and materials necessary to market and promote services and routes and may include events, advertising, purchase of goods/services, etc. Marketing/promotional events shall be designed to promote and advertise the service and should be designed with the intent of increasing awareness of and rider ship on the route. Performance standards for rider ship increases by service route are set at a minimum of a 5% increase per route over the previous year's ridership on the route. Marketing/promotional activities are to be designed to meet this standard.

A "Kick-off" event will be required for all new services implemented during the course of the contract. Marketing and promotional events should include provisions for all staff costs, sub-contractor costs, labor, materials, facility costs, promotional materials, give-a-ways, advertisements, programs, schedules, etc.

Contract price allowances for promotional events and materials will be negotiated and allocated annually with a base price per service route detailed in the corresponding route's Service Plan.

The contractor shall furnish, in handicap accessible formats, all schedules, maps, tickets, transfers, passes, and other printed or promotional materials. Printed materials shall be produced in both English and Spanish and in other languages as deemed appropriate for the patrons utilizing the services.

Contractor shall assist Fort Bend County in the delivery and placement of promotional materials on racks within each vehicle and at other appropriate locations.

XII. Coordination

FTA, TXDOT and The County encourage and promote coordination among agencies and providers for both services and equipment. Contractor is encouraged to enter into coordination agreements with other agencies and providers in the provision of services and the use of equipment.

Contractor agrees to coordinate transportation services with other transportation providers in Fort Bend County. Any coordination agreements using the equipment or funding provided under this agreement must be coordinated, reviewed and approved by and with the County during the contract period.

Any subcontracts for goods and/or services using the equipment or funding provided under this agreement must be coordinated, reviewed and approved by and with the County during the contract period.

All coordination agreements and/or subcontracts must meet or exceed the minimum requirements and standards required in the contractor's agreement with Fort Bend County and be included as a part of the subsequent agreements or contract's terms and provisions. All required regulations and processes shall also be included. Documents shall include all required federal, state and local clauses. Coordinating agencies and/or subcontractors will be subject to the same reporting and inspection requirements as the Contractor.

Additional governmental entities, within Fort Bend County, may purchase from the bid and related contract implementing this agreement. Contractor agrees to accept purchase orders from those participating entities and to invoice each entity separately.