



Fiscal Year 2016

**Grant Application for Funding
Federal §5311 Rural
State Rural
State Urban**

Transit Provider (Applicant) Legal Name: Fort Bend County

Organizational Unit (if applicable):

Physical Address – No P.O. Box: 301 Jackson

City: Richmond

State: Texas

Zip Code: 77469

Fax Number: 281-243-6715

E-Mail Address:

Website Address: www.fortbendcountytexas.gov

County: Fort Bend

Name of person to be contacted on matters involving this application:
Paulette Shelton

Phone: 281-243-6701

Name of person to be contacted in an emergency:
Paulette Shelton

Phone: 281-243-6701

Applicants Payee Identification (PIN) Number (14 digits): 17460019692031

Applicant's D-U-N-S number: 081497075

General Instructions

The application includes:

- **Checklist** of required attachments
- Federal and State Requirements
- Service Profile
- Proposed Project
- Budget Information
- Public Notice and Hearings (Capital Projects Only)
- Obligation Certification

Application Process

This application is a written process for applying for TxDOT formula funded programs for State and Section 5311 federal funds. Each summer the application is distributed to all applicants for the next funding cycle. To receive federal or state funding, an applicant must be eligible to receive funding and must comply with all applicable federal, state, and local laws and regulations.

The Certification and Assurances document provided by TxDOT must be signed for the current fiscal year prior to issuance of federal funds. The Certifications and Assurances is a compilation of the Federal Transit Administration's (FTA) current expectations concerning the responsibilities of grant applicants.

Application Submittal

Applicants should complete all sections completely and concisely.

The application process includes the following:

1. Submit an original copy of your application with the budget workbook(s) to your Public Transportation Coordinator (PTC).
2. The PTC will:
 - a. Review the application for completeness and contact the agency for questions and clarification prior to submission to Public Transportation Division (PTN) headquarters (Austin).
 - b. Forward an electronic copy of the completed application and all attachments to the PTN headquarters.
3. The complete application must be submitted prior to the issuance of a Project Grant Agreement (PGA).

A complete set of application forms are presented on the following pages. Applicants are urged to work from an electronic copy of the forms.

THE FOLLOWING ATTACHMENTS, IF APPLICABLE, MUST BE SUBMITTED WITH THE APPLICATION:

Attachment Description	Applicant		TxDOT PTN-PTC
	Submitted	N/A	Confirmed
Fixed Route Complimentary Paratransit Plan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Indirect Cost Allocation Plan and Certificate of Indirect Cost	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Indirect Cost approval letter from cognizant agency	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Third Party Contract(s) for Transportation Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Map(s) or Bus Schedule of service area	<input checked="" type="checkbox"/>		<input type="checkbox"/>
PTMS Agency Inventory List	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Form PTN-116 Request to Purchase Non-Accessible Vehicle(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Budget Workbook(s)	<input checked="" type="checkbox"/>		<input type="checkbox"/>

The PTC has reviewed the application and confirms all applicable parts of the application are complete and all required attachments are included.

PTN-PTC Name : <u>Sharon Lewis</u>
Signature:
Date of Review:

Federal and State Requirements

Agencies should be in compliance with all federal and state requirements, rules, and regulations prior to issuance of funding.

1. In accordance with Title 49 CFR Section 21.9(b) and 43 TAC 31.42, recipients are required to submit a Title VI Program or Plan to TxDOT.

Has the agency provided a current **Title VI Program** to TxDOT: Yes No

2. In accordance with 49 CFR 21 and 43 TAC 31.42 a formal EEO program is required of any applicant that employed 50 or more transit-related employees (including temporary, full-time or part-time employees) **and** received in excess of \$1 million in capital or operating assistance or in excess of \$250,000 in planning assistance in the previous Federal fiscal year.

Has the agency provided a current **EEO program** to TxDOT: Yes No N/A

3. In accordance with 49 CFR 37 and 43 TAC 31.42 the DOT ADA regulations require public entities operating fixed route transit to provide complementary paratransit to persons with disabilities who are unable to use the regular fixed route system.

Has the agency provided a current **ADA Complimentary Paratransit Plan** to TxDOT:

Yes No N/A

Include as a separate attachment the ADA Complimentary Paratransit plan.

4. In accordance with the 43 TAC 31.44 agencies are required to have written procurement policies and procedures.

Provide the effective date of approved **written procurement policies and procedures**: 11/04/2014

5. In accordance with the 43 TAC 31.53 agencies are required to have a preventive maintenance program for both vehicles and facilities with state and federal interest.

Provide the effective date of approved **preventative maintenance program**: May 22, 2012

6. In accordance with the 49 CFR 18, current (applicable to the fiscal year) indirect cost allocation plan is required to support the distribution of indirect costs related to the grant program, and must be approved by FTA or cognizant agency. Without an approval letter from the cognizant agency, indirect costs must be excluded from the reimbursement process.

Indirect Cost Rate: _____ % or N/A

Include as a separate attachment:

- 1) Current Indirect Cost Allocation Plan with accompanying Certificate of Indirect Cost and
- 2) Indirect Cost approval letter from the cognizant agency (documents the approved percentage rate and applicable fiscal year)

Is TxDOT the cognizant agency? Yes No

If yes, submit the Indirect Cost Allocation Plan with accompanying Certificate of Indirect Cost

PART III – FEDERAL AND STATE REQUIREMENTS

7. In accordance with 43 TAC 31.11, is the proposed public transportation project consistent with continuing, cooperating, and comprehensive regional transportation planning implemented in accordance with 49 U.S.C. §5301?

Yes No

8. Provide a list of any unresolved Improvement Action Plan(s) (IAP) and the target date for resolution. (If no IAPs, write NA)

Fort Bend County Public Transportation received an IAP in May 2015 for issuing an RFP solicitation without obtaining prior approval from TxDOT. The target date for resolution is 7-31-15.

9. **Audit** - Applicants of federal funding are required to comply with federal (OMB A-133) and/or state (State of Texas Single Audit Circular) requirements. Applicants should respond based on the Transit Provider's previous fiscal year.

Did the agency expend \$500,000 or more in federal awards in fiscal year 2014?

Yes No

a. If yes, was an audit completed in accordance with OMB Circular A-133?

Yes No

i. If yes, date the audit was completed: 3/20/2015

ii. If no, describe reason and agency's plan to complete audit by the deadline (due nine months after end of agency's fiscal year): _____

10. Provide the agency's fiscal year end date: 09/30

Funding program

1. Indicate the program in which you are applying. If the agency serves a combination of urban and rural service areas, complete one application per service area for which you are requesting funds. For which service area is this application relevant? (Check one)

§5311 and State - Rural Area

The Federal Transit Act, codified at 49 USC **§5311**, is a formula based program and provides funding to designated rural transit districts for the purpose of supporting public transportation in rural areas. Eligible activities include operating, administration, planning and capital expenses.

Transportation Code, Chapter 456 is a formula based program and provides **State** grant funds to designated rural transit districts for public transportation projects in rural areas. Eligible activities include operating, administration, planning and capital expenses.

State – Small Urbanized Area

Transportation Code, Chapter 456 is a formula based program and provides State grant funds to designated urban transit districts for public transportation projects in small urbanized areas. Eligible activities include operating, administration and capital expenses.

Service Overview

2. Indicate the type(s) of service currently being performed in the service area. (Check all that apply.)
- Demand-response** – any system of transporting individuals, including the provision of designated public transportation service by public entities and the provision of transportation service by private entities, including but not limited to specified public transportation service, which is not a fixed route system.
- Fixed route** – a system of transporting individuals (other than by aircraft), including the provision of designated public transportation service by public entities and the provision of transportation service by private entities, including, but not limited to, specified public transportation service, on which a vehicle is operated along a prescribed route according to a fixed schedule.
- ADA Complementary Paratransit** – comparable transportation service required by the ADA for individuals with disabilities who are unable to use fixed route transportation systems.
- Deviated fixed route** – Vehicles will travel from point A to point B but go out of the way to pick up or drop off people if necessary
3. For each box checked in #2, provide a description of the service. Brochures can be included as an addendum but not in lieu of the narrative provided below.

Fort Bend County provides general public demand response, commuter and deviated fixed route services. Transportation service is provided for any trip purpose. Services are not directly operated by Fort Bend County. One service contractor is used for all services. The current contracted service provider is First Transit. Fort Bend County provides commuter services along the SH 59 corridor from Fort Bend County into the Greenway Plaza, Galleria deviated fixed route services are provided within Fort Bend County. Further, Fort Bend County has a New Freedom Program which transit services for people with disabilities and the elderly. New Freedom services include in-county

demand response and ambassador service. Ambassadors provide assistance to passengers boarding/disembarking buses, carrying/stowing packages, and for individuals with cognitive disabilities, assistance with insuring they board correct buses or are escorted into and out of buildings.

If available, include brochures as a separate attachment.

4. List the hours of operation.

Commuter Express	Demand Response
Monday: 4:40 am-8:24pm	Monday: 8:00 am-5:00 pm
Tuesday: 4:40 am-8:24pm	Tuesday: 8:00 am-5:00 pm
Wednesday: 4:40 am-8:24 pm	Wednesday: 8:00 am-5:00 pm
Thursday: 4:40 am-8:24 pm	Thursday: 8:00 am-5:00 pm
Friday: 4:40 am-8:24 pm	Friday: 8:00 am-5:00 pm
Saturday: N/A	Saturday: N/A
Sunday: N/A	Sunday: N/A

***Excluding Holidays**

If hours vary based on specific portions of the service area, include an attachment which shows service hours for each area.

5. How many one-way passenger trips do you currently provide (total for all vehicles)?

Daily: 1,566 avg/day Annually: 388,478

6. Is transportation service currently contracted to a third party operator?

Yes No

If yes, provide contact information. If the agency has more than one third party contract for transportation service, include additional information as a separate attachment to the application along with a copy of the third party contract(s).

(3 rd Party Contract) Agency Legal Name: First Transit	
Physical Address – No P.O. Box: 2581 Washington Road, Suite 223 (Corporate Office)	
City: Pittsburgh	State: PA Zip Code: 15241
Fax Number: (203) 846-3232	E-Mail Address: fga.communications@firstgroup.com

Include as a separate attachment, a copy of the third party contract(s).

7. Does the agency charge a fare or request a donation from passengers?

- A fare is charged
- A donation is requested (but not mandatory)
- No fees are requested

If yes, indicate the amount charged on the following table:

Fare Type	Amount	Comments:
Regular Fare:	\$1.00 - Demand Response per trip; per person \$1.00 - JARC/New Freedom per trip; per person \$2.25 - Commuter Services per trip; per person to Greenway/Galleria \$1.00 - Commuter Services Transfer to METRO per trip; per person \$3.50 - Commuter Service to Texas Medical Center per trip; per person	
Senior Fare:	Same as above	
Persons with Disabilities (non-Paratransit):	Same as above	
Personal Care Attendant	No charge	
Paratransit:	N/A	
Student Fare:	Same as above	
Monthly Pass:	N/A	
Tickets or Tokens:	10% Discount on a ticket book. Ticket books sold in quantities of 20 per book.	
No Fare Charged:		
Other: _____	_____	

8. Have fares changed in the last year?

- Yes
- No

If yes, how was the public notified of the fare change?

- Newspaper
- Radio
- Public Meeting/Hearing
- Flyer
- TV/Cable
- Other Specify: _____

9. Storage of vehicles (check all that apply)

- Garage kept
- Secured lot
- On-site in an unsecured lot
- Off-site location in an unsecured lot
- Staff takes vehicle(s) home at end of day

2. Describe the proposed project(s) for which the funds will be used.

Fort Bend County provides general public demand response, deviated fixed route and commuter services. Elderly and disabled demand response transportation services are part of our overall project. These services are provided via contract agreements between the County and First Transit paid for with Federal and/or State grant funding.

Demand Response Services and Deviated Fixed Route Services are operated Monday through Friday (excluding County holidays) to accommodate first drop offs at 8:00am and last pick-ups by 5:00pm. Advanced reservations are required and can be requested up to thirty (30) calendar days in advance. Requests are taken on a first come first serve basis. Services are provided on passenger vans and passenger buses, all ADA compliant. Fort Bend County operates 16 routes to provide demand response services and 5 routes to provide deviated fixed route service. Fort Bend County provides additional services to disabled residents of the county through its New Freedom Demand Response program. Ambassador services (passenger assistance) are also provided to assist passengers with disabilities to & from their destinations.

Commuter Services are provided using a combination of vehicles owned by our bus service contractor and by the County. Commuter services are provided into the Greenway Plaza, Galleria and Texas Medical Center areas of Houston from park and ride locations in Sugar Land and Rosenberg. Commuter services will also be provided from a new park & ride facility along the Westpark Toll road in the future. Services operate in the morning and evening hours, Monday through Friday (excluding County holidays). Contractor owned vehicles and County owned vehicles are used to provide daily service.

3. Service area: List the City or Counties to be served by award.

All cities in Fort Bend County which are: Arcola, Beasley, Village of Fairchild, Fulshear, Katy, Kendleton, Meadows Place, Missouri City, Needville, Orchard, Pleak, Richmond, Rosenberg, Simonton, Stafford, Sugar Land, and Thompson. Commuter Service into the Texas Medical Center, Greenway Plaza and Galleria areas of Houston in Harris County; and the portions of Houston, Katy and Missouri City that are within Fort Bend County. Connections are provided to Houston's METRO service for passengers wishing to access other areas of Houston.

Include as a separate attachment, Map(s) or Bus Schedule of service area.

Project Budget

This part of the application provides general information to assist the Department in meeting its obligations in the administration and management of the State and Federal programs. The Federal share of eligible operating costs may not exceed 50 percent. The Federal share of eligible capital costs may not exceed 85% for ADA accessible vehicles, and 80% for non-ADA accessible vehicles and other capital. Appendix A can be used to estimate the cost of a vehicle project. The Project Grant Agreement will provide for reimbursement of costs that have already been incurred. All subcontractors and vendors should be paid before a request for reimbursement is submitted.

Complete one budget workbook per funding source.

1. Are Operating expenses part of the proposed project?

State funds Yes No

Section 5311 funds Yes No N/A

2. Are Administrative expenses part of the proposed project?

State funds Yes No

Section 5311 funds Yes No N/A

3. Are Indirect costs part of the proposed project?

State funds Yes No

Section 5311 funds Yes No N/A

4. Are Planning expenses part of the proposed project?

State funds Yes No

Section 5311 funds Yes No N/A

5. Are Capital expenses part of the proposed project?

State funds Yes No

Section 5311 funds Yes No N/A

Complete the Capital Budget – Detail subsection

6. Will a Non-cash share, such as donations and contributions (i.e. in-kind), be counted as local match?

Section 5311 funds Yes No N/A

If yes, documented and eligible program match must be submitted and approved by the PTC, prior use.

Capital Budget - Detail**Vehicle Projects**

The Federal share of eligible capital costs may not exceed 80% for non-ADA accessible vehicles, 85% for ADA accessible vehicles.

7. Are Vehicle Capital expenses parts of the proposed project?

Yes No If no, skip to question 11

8. Describe the need for the vehicle(s): (Provide a response after each question. If NA, write NA)

Example: a. The project was selected by/because

a. How did you select the project?

In order to continue providing safe, efficient and reliable service to our community, Fort Bend County must maintain its fleet up to and including vehicle replacement when necessary.

b. Describe what service improvements would be addressed by acquiring the equipment.

Service will be improved by utilizing newer and more reliable vehicles during provision of service.

c. If funding for this equipment is approved, how will the surrounding community benefit?

The surrounding community will benefit from continuation of services through use of safer and more reliable vehicles.

d. If your agency is requesting vehicle(s) replacement, explain why the vehicle(s) replacement is needed.

Vehicles scheduled to be replaced will have met and/or exceeded useful life expectancy standards provided by TxDOT and FTA.

e. If the request for vehicle(s) is for service expansion, how was the need for the expansion determined? N/A

9. Attach the PTMS Inventory List obtained by PTC. If requesting vehicle replacement, identify which vehicles are to be replaced.

Fort Bend County anticipates replacing units Q021 and Q042.

10. Will the proposed vehicle(s) be ADA accessible?

Yes No

Note1: A non-accessible vehicle requires a "waiver" with the Public Transportation Coordinator's endorsement prior to entering into a grant agreement.

Note2: All fixed route service vehicles are required by FTA to be accessible and will not be granted waivers.

If no, include as a separate attachment an approved copy of Form PTN-116 Request to Purchase Non-Accessible Vehicle(s).

Construction and Related Activities

The Federal share of eligible capital costs may not exceed 80%. Construction and related activities includes, but is not limited to construction related planning and procurement, preliminary engineering, environmental review, real estate acquisition, final design, construction, and other related activities.

11. Are Construction and/or Construction Related expenses part of the proposed project?

Yes No If no, skip to question 13.

12. Describe the need for the project: (Provide a response after each question. If NA, write NA)

Example a: The project was selected by/because.

- a. How was the project selected?
- b. Describe service improvements to be addressed.
- c. If funding is approved, how will the surrounding community benefit?

Note: Agencies must receive consultation with PTN prior to construction and related activities. Consultation is necessary prior to the inclusion of construction and related activities in a PGA.

Other Capital

The Federal share of eligible capital costs may not exceed 80%. Other capital includes, but is not limited to: preventive maintenance, purchase of service, communication and computer equipment, hardware and/or software, and other miscellaneous equipment.

13. Are Other Capital expenses part of the proposed project description?

Yes No If no, skip to Part IIV – Notice and Public Hearings.

14. Describe the need for the Other Capital: (Provide a response after each question. If NA, write NA)

Example a: The project was selected by/because.

- a. How was the project selected?
The "Other" Capital expenses outlined in this application include the Capital Cost of Contracting portion of the demand response, commuter and deviated fixed route services previously described. This will allow Fort Bend County to continue providing these services to the community.
- b. Describe service improvements to be addressed.
Service improvements would include continued service to individuals in rural areas with no other means of transportation.
- c. If funding is approved, how will the surrounding community benefit?
The surrounding community benefit would be continuity of service to the riders in areas served by Fort Bend County.

See Attached Workbook

PART VII – PUBLIC NOTICE AND HEARINGS (Capital Projects Only)

PUBLIC NOTICE AND HEARINGS Title 49 U.S.C. 5323(b) requires applicants:

- (1) to provide an adequate opportunity for public review and comment for a capital project that will substantially affect a community or the public transportation services of a community;
- (2) to provide notice and hold a public hearing on the project if the project affects significant economic, social, or environmental interests;
- (3) to consider the economic, social, and environmental effects of the project; and
- (4) to find that the project is consistent with official plans for developing the community.

Public hearings should be held at a place and time generally convenient for persons affected by the proposed undertaking. The site must be accessible to the elderly and persons and/or with disabilities. Provisions should be made at the hearing for submission of written statements, exhibits, and oral statements. If requested to the ethnic makeup of the community, translators must be provided for non-English speaking persons at the hearing. A written summary of the oral proceedings must be prepared.

For those substantial capital projects, the signature below certifies the applicant has complied with Title 49 U.S.C. 5323(b).

Applicant Name (print):	
Title (print):	
Signature:	Date:
Date of Hearing (if required):	

APPENDIX A – VEHICLE PROJECT TABLE

The table below estimates the cost of vehicles, including related charges. Costs are subject to change at the time of purchase.

PROJECT TABLE		
Category	Type, Description, Estimated Weight Rating, & Fuel	est. cost per unit
Van	Type 1 Raised Roof Van with Lift (9,500#) : LP, CN, D, E, G	\$50,000
	Type 7 Low-Floor Minivan with Ramp (7,000#): LP, CN, E, G	\$39,000 - \$45,000
	* Type 9 Standard Full-Size Van (9,500#) : LP, CN, D, E, G	\$22,000
	* Type 10 Standard Minivan (7,000#) : LP, CN, E, G	\$20,000
Cutaway Bus, Trolley, & Transit Bus	Type 2 (10,500#): LP, CN, D, E, G 138" Wheel Base Cutaway w) Lift	\$58,000 - \$61,000
	Type 3a (14,050#): LP, CN, D, E, G 158" Wheel Base Cutaway w) Lift	\$62,000 - \$65,500
	Type 3b (14,050#): LP, CN, D, E, G 176" Wheel Base Cutaway w) Lift	\$65,500 - \$72,000
	Type 11 (19-21,000#): LP, CN, D, E, G 202" Wheel Base Cutaway / other Med-Duty Bus (specify)	\$88,000 - \$120,000
	Type 15/16 (23,500#): LP, CN, D, E, G Cutaway or Bus	\$250,000 – \$350,000
Fuel & Notes	<u>VEHICLES</u> LP: Propane or Dual Propane & Gasoline G: Gasoline B: Battery (electric or electric hybrid) CN: CNG E: Ethanol D: Diesel (specify type) _____ (ULSD, biodiesel, regular)	

*A non-accessible vehicle requires a "waiver" with the PTC's endorsement prior to entering into a grant agreement. Typically, TxDOT requires all vehicles to be accessible to people with disabilities. Except for commuter service, applicants may purchase a non-accessible vehicle under certain circumstances.

ATTACHMENT A

PROPOSED FEDERAL and STATE BUDGETS

ATTACHMENT B

MAPS / BUS SCHEDULES

Fort Bend Transit is pleased to announce a new schedule for the Fort Bend Express Texas Medical Center commuter service. This change will go into effect starting November 4th, 2013.

AM ROUTE

HWY 36	UH	AMC	Main @ Cambridge	Main @ Univ	HCC @ Pressler	Pressler Garage	Bertner @ Bates	MDA @ Bertner	John Freeman	VA
4:40 AM	5:00 AM	5:10 AM		5:40 AM			5:46 AM		5:48 AM	
	5:30 AM	5:40 AM		6:14 AM		6:19 AM	6:22 AM		6:26 AM	
5:40 AM	6:00 AM		6:31 AM	6:33 AM	6:36 AM	6:38 AM	6:41 AM		6:45 AM	
5:55 AM		6:15 AM	6:47 AM	6:49 AM	6:52 AM	6:54 AM	6:57 AM	6:59 AM	7:01 AM	
6:15 AM	6:35 AM		7:07 AM	7:09 AM	7:12 AM	7:14 AM	7:17 AM	7:19 AM	7:21 AM	
	6:45 AM	6:55 AM	7:29 AM	7:31 AM	7:34 AM	7:36 AM	7:39 AM	7:41 AM	7:43 AM	
	7:01 AM	7:10 AM	7:46 AM	7:48 AM	7:51 AM	7:54 AM	7:57 AM	7:59 AM	8:01 AM	
6:58 AM		7:18 AM								
	7:18 AM	7:27 AM	8:03 AM	8:05 AM	8:08 AM	8:10 AM	8:13 AM	8:15 AM	8:17 AM	8:27 AM
	7:36 AM	7:45 AM	8:21 AM	8:23 AM	8:26 AM	8:28 AM	8:31 AM	8:33 AM	8:35 AM	8:45 AM
7:36 AM		7:56 AM								
	7:49 AM	7:58 AM	8:34 AM	8:36 AM	8:39 AM	8:41 AM	8:44 AM	8:46 AM	8:48 AM	8:58 AM
	8:07 AM	8:17 AM	8:52 AM	8:54 AM	8:57 AM	8:59 AM	9:02 AM	9:04 AM	9:06 AM	9:16 AM
	8:25 AM	8:33 AM	9:10 AM	9:12 AM	9:15 AM	9:17 AM	9:20 AM	9:22 AM	9:24 AM	9:34 AM



NOON ROUTE

HWY 36	UH	AMC	Main @ Cambridge	Main @ Univ	HCC @ Pressler	Pressler Garage	Bertner @ Bates	MDA @ Bertner	John Freeman	VA	AMC	UH	HWY 36
11:05 AM	11:25 AM	11:35 AM	12:03 PM	12:05 PM	12:08 PM	12:10 PM	12:12 PM	12:17 PM	12:19 PM	12:29 PM	1:09 PM	1:19 PM	1:37 PM

PM ROUTE

VA	Main @ Cambridge	Main @ Univ	HCC @ Pressler	Pressler Garage	Bertner @ Bates	MDA @ Bertner	John Freeman	AMC	UH	HWY 36
	3:20 PM	3:22 PM	3:25 PM	3:27 PM	3:30 PM	3:32 PM	3:34 PM	4:09 PM	4:19 PM	
								4:19 PM		4:39 PM
3:35 PM	3:50 PM	3:52 PM	3:55 PM	3:57 PM	4:00 PM	4:03 PM	4:05 PM	4:40 PM	4:51 PM	
								4:45 PM		5:05 PM
4:00 PM	4:12 PM	4:14 PM	4:17 PM	4:19 PM	4:22 PM	4:24 PM	4:26 PM	5:05 PM	5:15 PM	
								5:10 PM		5:30 PM
4:20 PM	4:32 PM	4:34 PM	4:37 PM	4:39 PM	4:42 PM	4:44 PM	4:46 PM	5:30 PM	5:41 PM	
	4:49 PM	4:51 PM	4:54 PM	4:56 PM	4:59 PM	5:01 PM	5:04 PM	5:40 PM	5:51 PM	
								5:50 PM		6:10 PM
	5:05 PM	5:07 PM	5:10 PM	5:12 PM	5:15 PM	5:17 PM	5:20 PM	6:05 PM	6:16 PM	
5:00 PM	5:12 PM	5:14 PM	5:17 PM	5:19 PM	5:22 PM	5:24 PM	5:26 PM	6:11 PM	6:21 PM	
	5:33 PM	5:35 PM	5:38 PM	5:40 PM	5:43 PM	5:45 PM	5:48 PM	6:24 PM	6:34 PM	6:54 PM
	5:58 PM	6:00 PM	6:03 PM	6:05 PM	6:08 PM	6:10 PM	6:12 PM	6:49 PM	6:59 PM	7:19 PM
	6:20 PM	6:22 PM	6:25 PM	6:27 PM	6:30 PM	6:32 PM	6:35 PM	7:11 PM	7:21 PM	7:36 PM
	7:08 PM	7:10 PM	7:13 PM	7:15 PM	7:18 PM	7:20 PM	7:23 PM	7:59 PM	8:09 PM	8:24 PM

Contact Fort Bend County Public Transportation at: 1-866-751-TRIP(8747) or transit@fortbendcountytx.gov to comment



FORT BEND EXPRESS GREENWAY PLAZA SCHEDULE
Fort Bend County/southwest Houston to Greenway Plaza • AM Inbound

U of H	AMC	West Belfort	1 GWP	GWPTC	9 & 11 GWP	20 GWP	24 GWP East	20 GWP Garage	Lakewood
5:22 AM	5:30 AM	5:40 AM	5:54 AM	5:55 AM	5:57 AM	5:59 AM	---	---	---
5:55 AM	6:03 AM	6:13 AM	6:27 AM	6:28 AM	6:34 AM	6:36 AM	---	---	---
6:10 AM	6:18 AM	6:28 AM	6:42 AM	6:43 AM	6:49 AM	6:51 AM	---	---	---
6:30 AM	6:38 AM	6:48 AM	7:07 AM	7:08 AM	7:14 AM	7:16 AM	---	---	---
6:45 AM	6:53 AM	7:03 AM	7:30 AM	7:31 AM	7:37 AM	7:39 AM	7:41 AM	7:49 AM	7:51 AM
7:03 AM	7:11 AM	7:21 AM	7:48 AM	7:49 AM	7:55 AM	7:57 AM	7:59 AM	8:02 AM	8:05 AM
7:17 AM	7:25 AM	7:38 AM	8:05 AM	8:06 AM	8:12 AM	8:14 AM	8:16 AM	8:19 AM	8:22 AM
7:45 AM	7:53 AM	8:03 AM	8:30 AM	8:31 AM	8:37 AM	8:39 AM	8:41 AM	8:44 AM	8:47 AM
8:18 AM	8:26 AM	8:36 AM	9:03 AM	9:04 AM	9:10 AM	9:12 AM	9:14 AM	9:22 AM	9:25 AM

Greenway Plaza to Fort Bend County/southwest Houston • PM Inbound

Lakewood	20 GWP Garage	24 GWP North	20 GWP	9 & 11 GWP	GWPTC	2 GWP	West Belfort	AMC	U of H
---	---	---	3:17 PM	3:19 PM	3:23 PM	3:25 PM	3:40 PM	3:54 PM	4:04 PM
---	---	---	3:42 PM	3:44 PM	3:48 PM	3:50 PM	4:05 PM	4:19 PM	4:29 PM
---	---	---	4:07 PM	4:10 PM	4:14 PM	4:16 PM	4:30 PM	4:44 PM	4:54 PM
---	---	---	4:22 PM	4:24 PM	4:27 PM	4:29 PM	4:45 PM	4:59 PM	5:09 PM
---	---	---	4:37 PM	4:39 PM	4:42 PM	4:44 PM	4:58 PM	5:20 PM	5:30 PM
4:50 PM	4:52 PM	4:55 PM	4:59 PM	4:59 PM	5:03 PM	5:05 PM	5:20 PM	5:37 PM	5:47 PM
5:10 PM	5:12 PM	5:15 PM	5:19 PM	5:19 PM	5:23 PM	5:25 PM	5:39 PM	5:58 PM	6:08 PM
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6:00 PM	6:02 PM	---	6:04 PM	6:07 PM	6:09 PM	6:09 PM	6:24 PM	6:44 PM	6:54 PM
6:40 PM	6:42 PM	---	6:44 PM	6:47 PM	6:49 PM	6:49 PM	7:03 PM	7:17 PM	7:27 PM

West Belfort	AMC	U of H
5:11 PM	5:23 PM	5:31 PM
5:48 PM	6:02 PM	6:11 PM

AM Schedule - Reverse Commute

1 GWP	GWPTC	9 & 11 GWP	20 GWP	24 GWP East	20 GWP Garage	Lakewood	U of H	AMC
5:54 AM	5:55 AM	5:57 AM	5:59 AM	---	---	---	7:01 AM	7:10 AM
6:27 AM	6:28 AM	6:34 AM	6:36 AM	---	---	---	7:03 AM	7:11 AM
6:42 AM	6:43 AM	6:49 AM	6:51 AM	---	---	---	7:17 AM	7:25 AM
7:07 AM	7:08 AM	7:14 AM	7:16 AM	---	---	---	7:45 AM	7:53 AM
7:30 AM	7:31 AM	7:37 AM	7:39 AM	7:41 AM	7:49 AM	7:52 AM	8:00 AM	8:08 AM
7:48 AM	7:49 AM	7:55 AM	7:57 AM	7:59 AM	8:02 AM	8:05 AM	8:22 AM	8:30 AM
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3:54 PM	4:04 PM	4:50 PM	4:52 PM	4:55 PM	4:57 PM	4:59 PM	5:03 PM	5:05 PM
4:19 PM	4:29 PM	5:10 PM	5:12 PM	5:15 PM	5:17 PM	5:19 PM	5:23 PM	5:25 PM
4:44 PM	4:54 PM	5:30 PM	5:32 PM	5:35 PM	5:37 PM	5:39 PM	5:42 PM	5:44 PM
4:59 PM	5:09 PM	6:00 PM	6:02 PM	---	---	6:04 PM	6:07 PM	6:09 PM
5:20 PM	5:30 PM	6:40 PM	6:42 PM	---	---	6:44 PM	6:47 PM	6:49 PM
5:37 PM	5:47 PM	---	---	---	---	---	---	---
5:58 PM	6:08 PM	---	---	---	---	---	---	---
6:20 PM	6:30 PM	---	---	---	---	---	---	---
6:44 PM	6:54 PM	---	---	---	---	---	---	---
7:17 PM	7:27 PM	---	---	---	---	---	---	---

No Reverse Commute offered for these times

Contact Fort Bend Transportation:
Phone: 281-633-RIDE (7433)
Toll Free: 1-866-751-TRIP
e-mail: transit@co.fort-bend.tx.us
TTY Administration: 281-494-7160
Reservations: 281-243-6781



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FAIRGROUNDS PARK & RIDE SCHEDULE

AM Inbound		PM Outbound	
Fairgrounds	U of H	AMC	U of H
4:40 AM	5:00 AM	4:19 PM	4:39 PM
5:40 AM	6:00 AM	4:45 PM	5:05 PM
5:55 AM	6:15 AM	5:10 PM	5:30 PM
6:15 AM	6:35 AM	5:50 PM	6:10 PM
6:58 AM	7:18 AM	6:24 PM	6:54 PM
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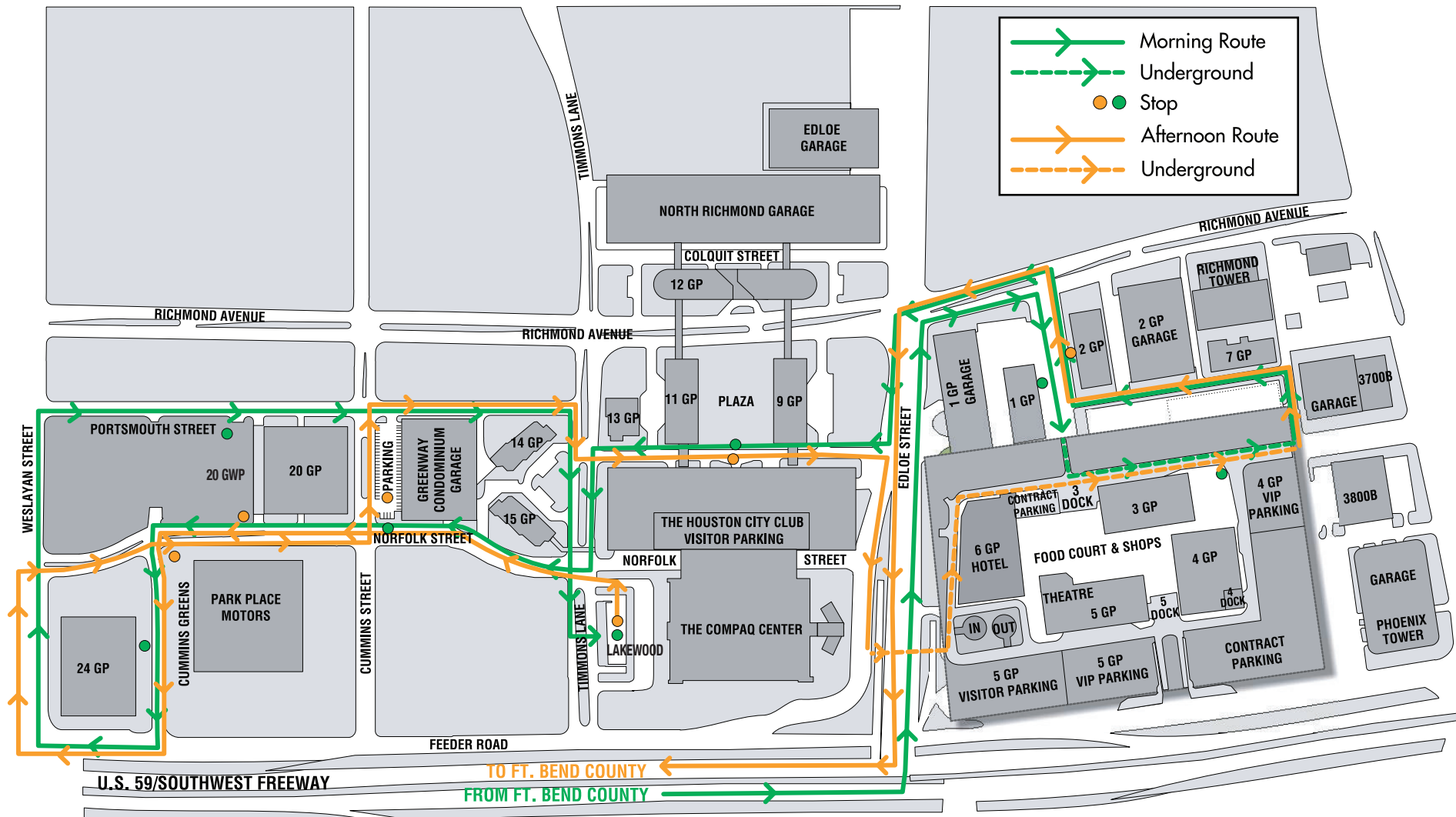


Greenway Plaza

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• West Belfort Park & Ride
Transfer to METRO Commuter Service to Downtown Houston



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- Greenway 24
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University Blvd. at Highway 59
- AMC Movie Theatre
Sweetwater Blvd. at Highway 59

Fairgrounds Park & Ride

Highway 36 & Fairgrounds Blvd.
(Transfer to Greenway service at the U of H or AMC Movie Theatre. See schedule on back.)

Schedule

Monday - Friday approximately every 15 minutes

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Fares

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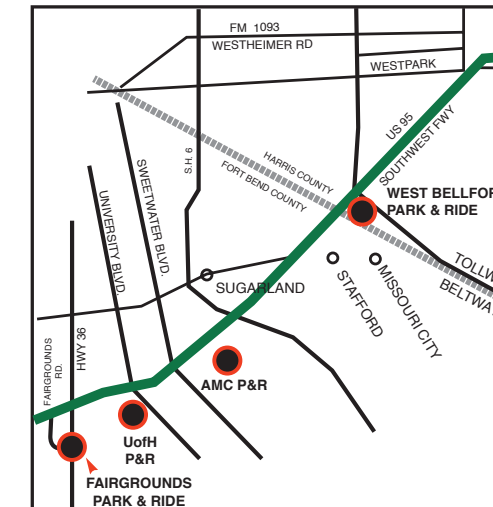
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6:30 AM	6:38 AM	6:48 AM	7:07 AM	7:08 AM	7:14 AM	7:16 AM	---	---	---
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7:17 AM	7:25 AM	7:38 AM	8:05 AM	8:06 AM	8:12 AM	8:14 AM	8:16 AM	8:19 AM	8:22 AM
7:45 AM	7:53 AM	8:03 AM	8:30 AM	8:31 AM	8:37 AM	8:39 AM	8:41 AM	8:44 AM	8:47 AM
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7:48 AM	7:49 AM	7:55 AM	7:57 AM	7:59 AM	8:02 AM	8:05 AM	8:22 AM	8:30 AM
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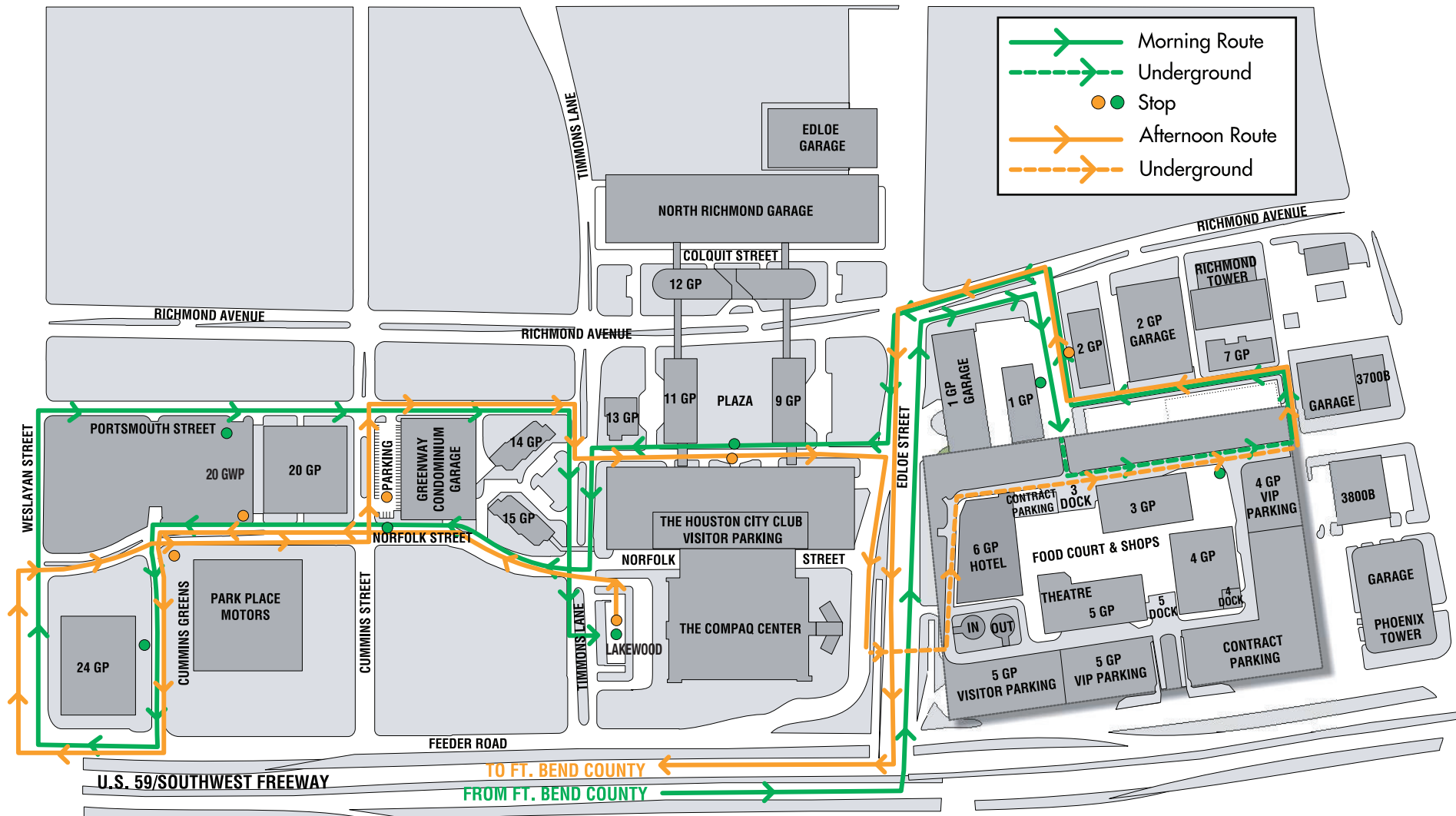
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---	---	7:11 PM	7:21 PM
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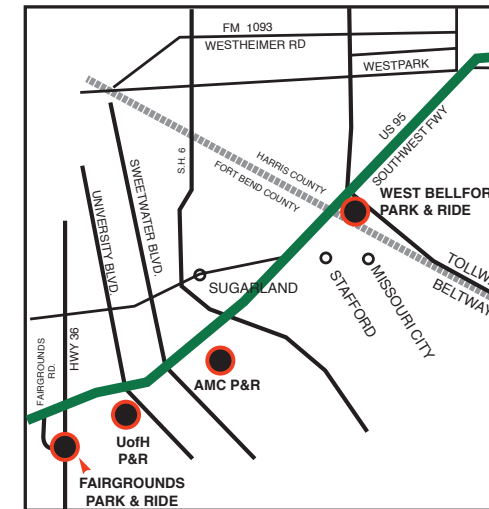
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- Fort Bend Count Public Transportation Office
12550 Emily Court Ste 400
Hours: M - F 8:00 am - 5:00 pm



This is a revised version of the Galleria schedule that will go into effect November 4th, 2013. The Ambassador Way stop on Post Oak has been moved to the shelter at Guilford.

GALLERIA - POST OAK

AM

	UH	AMC	Bechtel Tower	Williams Tower	Sports Authority	Hilton	Four Oaks
*	5:20 AM	5:27 AM	5:52 AM	5:56 AM	5:59 AM	---	---
	6:00 AM	6:07 AM	6:32 AM	6:36 AM	6:39 AM	6:40 AM	6:44 AM
	6:42 AM	6:49 AM	7:14 AM	7:18 AM	7:21 AM	7:22 AM	7:26 AM
	7:18 AM	7:25 AM	7:57 AM	8:01 AM	8:04 AM	8:05 AM	8:09 AM
	7:48 AM	7:55 AM	8:20 AM	8:30 AM	8:33 AM	8:34 AM	8:38 AM
*	8:10 AM	8:19 AM	---	8:44 AM	---	---	---

PM

	5151 San Felipe	Four Oaks	Post Oak @ Guilford	Williams Circle	Bechtel Tower	AMC P&R	UH P&R
*	---	3:22 PM	---	3:41 PM	3:44 PM	4:11 PM	4:20 PM
	---	4:10 PM	4:14 PM	4:19 PM	4:22 PM	4:49 PM	4:57 PM
	---	4:45 PM	4:51 PM	4:57 PM	5:00 PM	5:29 PM	5:38 PM
	---	5:12 PM	5:17 PM	5:22 PM	5:26 PM	5:58 PM	6:06 PM
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* Please note that these trips contain a split schedule of both Post Oak and York Town stops.

Contact Fort Bend County Public Transportation at:
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 to comment



Fort Bend Transit is pleased to announce a new schedule for the Fort Bend Express Galleria commuter service starting November 4th, 2013. There are changes in some stops and times so please review carefully.

GALLERIA - YORK TOWN

AM

	U of H P&R	AMC P&R	Bechtel Tower	Sage @ Macy's	Westh & Sage	5400 Westh.	Marathon Tower	5151 San Felipe
*	5:20 AM	5:27 AM	5:52 AM	---	---	---	6:07 AM	---
	6:03 AM	6:10 AM	6:33 AM	---	6:44 AM	6:48 AM	6:51 AM	---
	6:20 AM	6:28 AM	6:56 AM	7:00 AM	---	7:04 AM	7:08 AM	---
	6:45 AM	6:54 AM	7:16 AM	7:19 AM	---	7:23 AM	7:26 AM	---
	7:22 AM	7:30 AM	---	8:01 AM	---	8:05 AM	8:10 AM	8:12 AM
*	8:10 AM	8:19 AM	---	---	---	8:49 AM	8:52 AM	---

PM

	Marathon Tower	5400 Westh	Alabama @ Sage	Bechtel Tower	AMC P&R	U of H P&R
*	3:25 PM	3:33 PM	3:36 PM	3:44 PM	4:11 PM	4:20 PM
	4:05 PM	4:08 PM	4:12 PM	4:20 PM	4:50 PM	4:59 PM
	4:56 PM	5:00 PM	5:04 PM	5:08 PM	5:40 PM	5:48 PM
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TMC Reverse Commute Schedule

AM

Main @ Cambridge	Main @ Univ	HCC @ Pressler	Pressler Garage	Bertner @ Bates	MDA @ Bertner	John Freeman	UH	AMC	HWY 36
5:40 AM	5:42 AM	5:45 AM	5:47 AM	5:50 AM	5:52 AM	5:54 AM	6:34 AM	6:40 AM	7:00 AM
6:12 AM	6:14 AM	6:17 AM	6:19 AM	6:22 AM	6:24 AM	6:26 AM	7:01 AM	7:11 AM	
								7:20 AM	7:40 AM
6:31 AM	6:33 AM	6:36 AM	6:38 AM	6:41 AM	6:43 AM	6:45 AM	7:20 AM	7:30 AM	
6:47 AM	6:49 AM	6:52 AM	6:54 AM	6:57 AM	6:59 AM	7:01 AM	7:35 AM	7:45 AM	
7:07 AM	7:09 AM	7:12 AM	7:14 AM	7:17 AM	7:19 AM	7:21 AM	7:56 AM	8:06 AM	
7:29 AM	7:31 AM	7:34 AM	7:36 AM	7:39 AM	7:41 AM	7:43 AM	8:17 AM	8:27 AM	

PM

HWY 36	AMC	UH	Main @ Cambridge	Main @ Univ	HCC @ Pressler	Pressler Garage	Bertner @ Bates	MDA @ Bertner	John Freeman
	4:09 PM	4:19 PM	4:55 PM	4:57 PM	5:00 PM	5:02 PM	5:05 PM	5:07 PM	5:10 PM
	4:40 PM	4:50 PM	5:33 PM	5:35 PM	5:38 PM	5:40 PM	5:43 PM	5:45 PM	5:48 PM
	5:01 PM	5:11 PM	5:51 PM	5:53 PM	5:56 PM	5:58 PM	6:01 PM	6:03 PM	6:05 PM
4:33 PM	5:05 PM								
	5:25 PM	5:35 PM	6:20 PM	6:22 PM	6:25 PM	6:27 PM	6:30 PM	6:32 PM	6:35 PM
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Effective 11/4/2013

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---	---	---	4:22 PM	4:24 PM	4:27 PM	4:29 PM	4:45 PM	4:59 PM	5:09 PM
---	---	---	4:37 PM	4:39 PM	4:42 PM	4:44 PM	4:58 PM	5:20 PM	5:30 PM
4:50 PM	4:52 PM	4:55 PM	4:57 PM	4:59 PM	5:03 PM	5:05 PM	5:20 PM	5:37 PM	5:47 PM
5:10 PM	5:12 PM	5:15 PM	5:17 PM	5:19 PM	5:23 PM	5:25 PM	5:39 PM	5:58 PM	6:08 PM
5:30 PM	5:32 PM	5:35 PM	5:37 PM	5:39 PM	5:42 PM	5:44 PM	5:58 PM	6:20 PM	6:30 PM
6:00 PM	6:02 PM	---	---	6:04 PM	6:07 PM	6:09 PM	6:24 PM	6:44 PM	6:54 PM
6:40 PM	6:42 PM	---	---	6:44 PM	6:47 PM	6:49 PM	7:03 PM	7:17 PM	7:27 PM

West Belfort	AMC	U of H
5:11 PM	5:23 PM	5:31 PM
5:48 PM	6:02 PM	6:11 PM

AM Schedule - Reverse Commute

1 GWP	GWPTC	9 & 11 GWP	20 GWP	24 GWP East	20 GWP Garage	Lakewood	U of H	AMC
5:54 AM	5:55 AM	5:57 AM	5:59 AM	---	---	---	7:01 AM	7:10 AM
6:27 AM	6:28 AM	6:34 AM	6:36 AM	---	---	---	7:03 AM	7:11 AM
6:42 AM	6:43 AM	6:49 AM	6:51 AM	---	---	---	7:17 AM	7:25 AM
7:07 AM	7:08 AM	7:14 AM	7:16 AM	---	---	---	7:45 AM	7:53 AM
7:30 AM	7:31 AM	7:37 AM	7:39 AM	7:41 AM	7:49 AM	7:52 AM	8:00 AM	8:08 AM
7:48 AM	7:49 AM	7:55 AM	7:57 AM	7:59 AM	8:02 AM	8:05 AM	8:22 AM	8:30 AM
8:05 AM	8:06 AM	8:12 AM	8:14 AM	8:16 AM	8:19 AM	8:22 AM	8:39 AM	8:47 AM
8:30 AM	8:31 AM	8:37 AM	8:39 AM	8:41 AM	8:44 AM	8:47 AM	9:04 AM	9:12 AM
8:50 AM	8:51 AM	8:57 AM	8:59 AM	9:01 AM	9:04 AM	9:07 AM	9:26 AM	9:32 AM

Reverse commuting will be offered on all morning stops returning back to Fort Bend County. In the evening, reverse commuting will only be offered up until the 5:12pm-5:22pm at AMC and UH returning to Greenway Plaza.

PM Schedule - Reverse Commute

AMC	U of H	Lakewood	20 GWP Garage	24 GWP North	20 GWP	9 & 11 GWP	GWPTC	2 GWP
3:54 PM	4:04 PM	4:50 PM	4:52 PM	4:55 PM	4:57 PM	4:59 PM	5:03 PM	5:05 PM
4:19 PM	4:29 PM	5:10 PM	5:12 PM	5:15 PM	5:17 PM	5:19 PM	5:23 PM	5:25 PM
4:44 PM	4:54 PM	5:30 PM	5:32 PM	5:35 PM	5:37 PM	5:39 PM	5:42 PM	5:44 PM
4:59 PM	5:09 PM	6:00 PM	6:02 PM	---	---	6:04 PM	6:07 PM	6:09 PM
5:20 PM	5:30 PM	6:40 PM	6:42 PM	---	---	6:44 PM	6:47 PM	6:49 PM
5:37 PM	5:47 PM	---	---	---	---	---	---	---
5:58 PM	6:08 PM	---	---	---	---	---	---	---
6:20 PM	6:30 PM	---	---	---	---	---	---	---
6:44 PM	6:54 PM	---	---	---	---	---	---	---
7:17 PM	7:27 PM	---	---	---	---	---	---	---

No Reverse Commute offered for these times

Contact Fort Bend Transportation:
Phone: 281-633-RIDE (7433)
Toll Free: 1-866-751-TRIP
e-mail: transit@co.fort-bend.tx.us
TTY Administration: 281-494-7160
Reservations: 281-243-6781



Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs & activities receiving Federal financial assistance (42 U.S.C. Section 2000d).

Fort Bend County is committed to practicing non-discrimination. If you believe you have been subjected to discrimination you may file a complaint with the Fort Bend County Title VI Coordinator. 281-633-RIDE (7433).

FAIRGROUNDS PARK & RIDE SCHEDULE

AM Inbound		PM Outbound	
Fairgrounds	U of H	AMC	U of H
4:40 AM	5:00 AM	4:19 PM	4:39 PM
5:40 AM	6:00 AM	4:45 PM	5:05 PM
5:55 AM	6:15 AM	5:10 PM	5:30 PM
6:15 AM	6:35 AM	5:50 PM	6:10 PM
6:58 AM	7:18 AM	6:24 PM	6:54 PM
7:36 AM	7:56 AM	6:49 PM	7:19 PM
---	---	7:11 PM	7:21 PM
---	---	7:59 PM	8:09 PM
---	---	---	8:24 PM

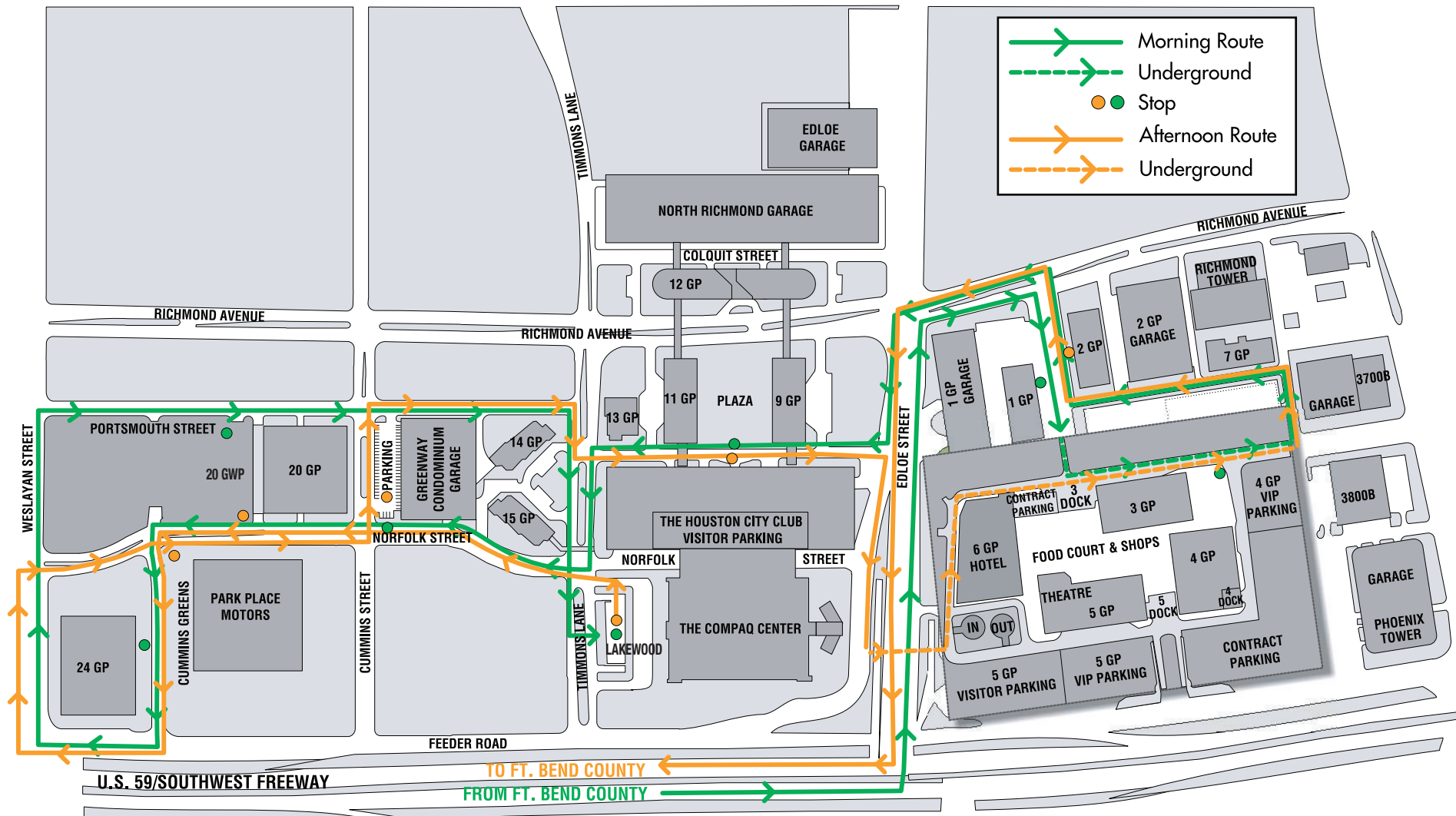


Greenway Plaza

Commuter Bus Service from Fort Bend County and southwest Houston via HOV Lane to
• Greenway Plaza
• West Belfort Park & Ride
Transfer to METRO Commuter Service to Downtown Houston



The Fastest Way to Greenway Plaza From Fort Bend County



Greenway Plaza Bus Stops

- Between Greenway 1 and 2
- Transportation Center (Greenway 3, 4, and 5)
- Greenway 9 and 11
- Greenway 20
- Greenway 24
- GWP20 East
- Lakewood

Climb Aboard!

- Sugar Land Park & Ride Departures**
- University of Houston Sugar Land Campus
University Blvd. at Highway 59
 - AMC Movie Theatre
Sweetwater Blvd. at Highway 59

Fairgrounds Park & Ride
Highway 36 & Fairgrounds Blvd.
(Transfer to Greenway service at the U of H or AMC Movie Theatre. See schedule on back.)

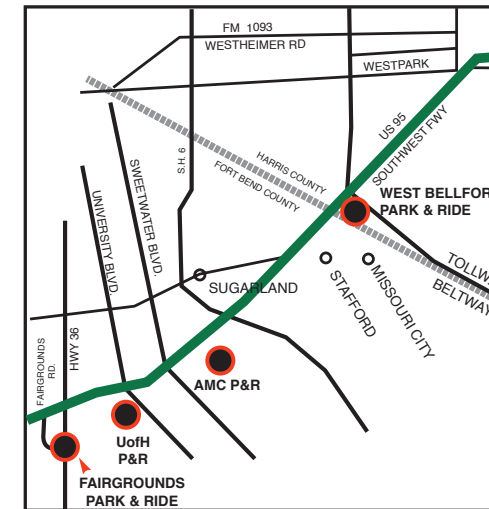
- Schedule**
Monday - Friday approximately every 15 minutes
- 5:10 am - 8:00 am
 - 3:15 pm - 6:40 pm

- Fares**
Cash Fare: (one way)
- \$2.25 UofH/AMC to Greenway Plaza
 - \$1.00 UofH/AMC to West Bellfort
 - \$2.00 West Bellfort to Greenway Plaza

- FORT BEND EXPRESS Ticket Book Prices**
- \$36 (20 rides) U of H/AMC
 - \$72 (40 rides) U of H/AMC
 - \$31.50 (20 rides) W. Bellfort/Greenway
 - \$18 (20 rides) U of H/AMC/W. Bellfort
 - FREE - Fairgrounds P&R/U of H/AMC
(Tickets do not expire)

Buy TREKEXPRESS Ticket Books at:

- Transportation Center Greenway 4
- Kroger's on Sweetwater Blvd. in Sugar Land
- Greenway Companies (Check to see if your company sells them)
- Online at www.FBCTransit.org
- Fort Bend Count Public Transportation Office
12550 Emily Court Ste 400
Hours: M - F 8:00 am - 5:00 pm



ATTACHMENT C

FIRST TRANSIT CONTRACT

**TRANSPORTATION SERVICES AGREEMENT BETWEEN
FORT BEND COUNTY AND FIRST TRANSIT, INC.**

THIS AGREEMENT is made and entered into as of the November 15, 2011 by and between Fort Bend County ("County") with principal offices at 4520 Reading Road, Suite A, Rosenberg, Texas 77471 and First Transit, Inc. ("Contractor") with its national headquarters at 600 Vine Street, Suite 1400, Cincinnati, Ohio 45202-5755 and local business offices located at 43 Champions Run, San Antonio, Texas 78258.

WITNESSETH

WHEREAS, County selected Contractor to provide the transportation services described herein; and

WHEREAS, Contractor desires to provide such transportation services,

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

SECTION 1: TERM

- 1.1 The term of this Agreement shall commence on January 1, 2012 and shall continue through December 31, 2012. The Agreement will automatically renew for five (5) additional one year terms unless terminated in accordance with Section 25. This Agreement may be further extended by mutual written agreement. For purposes of this Agreement, the term "Contract Year" shall mean each one-year period commencing on January 1 during the term of this Agreement.

SECTION 2: SCOPE OF SERVICES REQUIRED

- 2.1 Contractor shall, during the term of this Agreement, supply and maintain such buses (in quantity and capacity), property, and personnel as are required to fulfill County's needs for transportation services as described in County's Request for Proposals No. 11-079 (hereinafter "RFP") and Contractor's Proposal dated September 8, 2011. In the event of a conflict between these documents and the provisions of this Agreement, the Agreement will control. Otherwise, the terms of the RFP and Contractor's Proposal shall govern the parties' relationship, in the following order of precedence: the RFP then Contractor's proposal.
- 2.2 The initial transportation service plans are attached as Exhibit B. Service plans may be revised or added from time to time over the course of the Agreement as directed by the Fort Bend County Public Transportation Director.
- 2.3 County and Contractor will consult concerning the transportation requirements of County if such requirements fall below ninety percent of the RFP's 86,326 annual

estimated service hours authorized to Contractor at Agreement execution or exceed the annual estimated service hours authorized to Contractor at Agreement execution by more than ten percent. In the event of increases or decreases in the number of service hours, routes, or schedules, the number of buses and the number of spare buses may be adjusted accordingly. County may increase or decrease services to be provided by Contractor under this Agreement. However, where such increases or decreases materially impact the service levels or equipment levels required of Contractor under the assumed routes, schedules, and vehicle requirements contained in this Agreement, County and Contractor shall negotiate an equitable adjustment to cover increases or decreases in cost structure associated with such changes by the County, subject to Section 4 of this Agreement. Notwithstanding the foregoing, Contractor expressly acknowledges that the provision of services described hereunder is contingent upon receipt by County of federal, state, and local grant funds. County shall not be liable for failing to authorize services as a result of the loss of federal, state, or local grant funds by County.

- 2.4 Fort Bend County reserves the right to award additional transportation services to additional contractors or provide all or a portion of additional services itself.
- 2.5 Within 45 days of Agreement execution Contractor shall provide County a mutually agreeable Management/Support Services plan detailing Contractor's proposed marketing approach, activities, and expenses to be paid by the County that address the requirements detailed in Fort Bend County Request for Proposals No. 11-079. County and Contractor shall negotiate a final plan and amend such plan into the Agreement within 60 days of Agreement execution. All management/support service marketing, ticketing and related promotion costs are provided separately and are not included in Contractors hourly service rate(s).

SECTION 3: COMPENSATION AND BILLING

- 3.1 In consideration for services rendered hereunder, County shall pay to Contractor all sums due and owing and calculated in accordance with the rates set forth in Exhibit A, as may be adjusted from time to time as provided herein. Billing cycles shall run from the 1st of the month through the 15th of the month and from the 16th of the month through the last day of the month. The first monthly invoice must be submitted to County by Contractor by the 20th of the month and the second monthly invoice must be submitted to County by Contractor by the 5th day after the month ends. County shall review such invoices and approve them within 5 business days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. Failure by Contractor to submit correct required reports and documentation will delay processing of Contractor invoices until the correct required reports are received by County. Upon approval of an invoice, County shall authorize payment to Contractor for authorized services satisfactorily performed. Acceptance of such payment by Contractor shall

constitute full compensation for all services performed and any necessary expenses incurred by Contractor in performance of this Agreement. County will make payment to Contractor within thirty (30) days of approval of an invoice and receipt of correct required reports.

- 3.2 Fares collected by Contractor shall be credited back to County on each invoice for the billing period in which the fares were collected.
- 3.3 County will provide all fuel to be used in the service of this Agreement at no cost to Contractor. Should fuel be used for services performed that are not eligible for tax exemption, whether in Contractor or County owned vehicles used for transportation services or requested by County, Contractor will document all time and miles performed, and the fuel gallons consumed and will compensate County for all fuel at County's current rate plus \$0.02/gallon for handling. Contractor will be responsible to pay all fuel tax for non-qualifying services. County will provide fuel to existing County fueling sites at no charge to Contractor. Should Contractor elect to provide additional fuel tanks at either County owned facilities or Contractor owned facilities, Contractor will compensate County for fuel deliveries to these additional sites at either the current contracted rate for fuel deliveries or at the rate of \$0.02/gallon for handling, whichever is less.
- 3.4 Contractor will comply with County's performance-based incentives and minimum operating goals as outlined in the attached Exhibit C.
- 3.5 Contractor shall be responsible for expenses, taxes, charges, assessments, license fees, inspection fees and other costs related to Contractor vehicles and facilities. Contractor shall also be responsible for safety inspection fees for County vehicles and all traffic and toll violations related to the transportation services.

SECTION 4: ESCALATION

- 4.1 Contractor may apply for a price increase to County following submission of documentation supporting price increase. No application for a price increase may be submitted within the first year of the Agreement. The original contract prices may not be increased more than twenty-five percent over the life of the Agreement unless the increase is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted, or rendered after the original date of execution of this Agreement. All rates established for this service and reflected on the Price Sheets (Exhibit A) are subject to adjustment under this clause after Jan 1, 2013 with the exception of the TMC rates which are fixed through April 30, 2013.

Section 5: Emergency Events

- 5.1 County may order Contractor, in writing, to suspend, delay, or interrupt all or any part of the transportation services for the period of time that the County determines appropriate before, during, or after an emergency event.
- 5.2 Contractor shall assist County during emergency events by providing vehicles and drivers to perform evacuation services. Contractor will not be required to provide more vehicles or drivers than are currently contracted for at the time of the emergency. Contractor is encouraged to offer additional vehicles and drivers during an emergency event. Charges for services during an emergency event shall be in accordance with the fees set forth in Exhibit A. Additional charges related to supervisors, dispatchers, and driver overtime compensation, lodging, and meals may be allowed when applicable. Such additional charges will be negotiated at the time of the request for emergency services by County.

SECTION 6: PERFORMANCE STANDARDS

- 6.1 Performance standards are identified in the attached Exhibit C. Performance will be reviewed for compliance with the performance standards on a quarterly basis. Any adjustments in fees resulting from this review shall be applied to the number of billed hours in the reviewed quarter and included in the first invoice following the completion of the quarter.

SECTION 7: RECORDS AND REPORTS

- 7.1 Contractor shall provide within five (5) business days of any request, those reports and records which may be reasonably requested by County pertaining to passengers, routes, stops, mileage audits, fares, and other information having to do with daily operations. In reviewing Contractor's records, County shall protect the confidentiality of Contractor's proprietary or confidential information included in the data provided. Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Contractor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.
- 7.2 Contractor shall maintain such records and submit such reports, as are deemed necessary by the County and as negotiated between Contractor and County from

time to time. All reports required by County shall be submitted on forms mutually agreed upon by both parties.

- 7.3 Contractor shall immediately notify County, or its designated representative, and confirm as soon as practicable in writing, but no later than forty-eight (48) hours after the event, of the occurrence of all accidents or incidents that involve passengers, personnel or damage to property or equipment related to this Agreement. Written notification shall contain a full and complete statement of all relative facts including a copy of the police report when available.
- 7.4 If County reviews Contractor's reports, the personnel reports and information contained therein shall be limited to that information permitted to be transmitted to County by federal and state privacy laws.

SECTION 8: NATIONAL TRANSIT DATABASE REPORT

- 8.1 Contractor shall prepare and submit to County the required National Transit Database data regarding Contractor's operations for Fort Bend County under this agreement within sixty (60) calendar days after the end of County's fiscal year and not later than November 29 of each calendar year until completion of this Agreement. The National Transit Database data provided shall be in compliance with the latest FTA guidelines, including the required financial, safety, service supplied/consumed, fleet composition, and similar forms.
- 8.2 Contractor shall submit monthly, quarterly, and yearly National Transit Database report data within thirty (30) calendar days after the close of each period for County to determine data is being collected and reported correctly.

SECTION 9: COUNTY CONFIDENTIAL AND PROPRIETARY INFORMATION

- 9.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is furnished by County to others without restrictions similar to those imposed by this Agreement; (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (d) is independently developed by employees or agents of

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Contractor who can be shown to have had no access to the Confidential Information.

- 9.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.
- 9.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
- 9.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

SECTION 10: INDEMNIFICATION

- 10.1 Contractor agrees to indemnify, hold harmless and defend County, its governing boards, officers, employees, agents, and property lessors from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by any act of neglect, default or omission of Contractor in the performance of this Agreement, except to the extent that such

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claim or demand arises from or is caused by the negligence or willful misconduct of County, its officers, agents, or employees.

SECTION 11: INSURANCE

- 11.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
- 11.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- 11.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 11.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- 11.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court to the extent that covered claims or damages are related to Contractor operations under this Agreement.
- 11.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or

an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

SECTION 12: DISPUTE RESOLUTION

- 12.1 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Contractor agree to submit the dispute to mediation.
- 12.2 In the event County or Contractor desire to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation.
- 12.3 All expenses associated with mediation shall be shared 50 percent (50%) by each party.
- 12.4 The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law or in equity under any applicable statutes of limitation.

SECTION 13: PERFORMANCE BOND

- 13.1 Contractor shall furnish within 15 days of execution of this Agreement, at its own expense, a performance bond in the amount of five hundred thousand and no/100 dollars (\$500,000), payable to, in favor of, and for the protection of County. The performance bond will be in a form acceptable to County as a guarantee of good faith on behalf of Contractor that the terms of the Agreement will be complied with in every detail.

SECTION 14: FORCE MAJEURE

- 14.1 In the event Contractor is unable to provide the transportation services as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, labor shortages, governmental action or any other condition or cause beyond Contractor's control, County shall excuse Contractor from performance under this Agreement.
- 14.2 Contractor shall notify County as Contractor has, or should have, knowledge that an event has occurred which will delay delivery of services. Within two (2) days, Contractor shall confirm such notice in writing furnishing as much detail as is available.

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SECTION 15: RESERVATIONS/SCHEDULING/DISPATCH

- 15.1 For fixed route services, County shall be responsible for determining routes and schedules upon consultation with the Contractor. Dispatching shall be performed by Contractor.
- 15.2 For demand response services, County shall be responsible for taking reservations and producing daily schedules. Dispatching shall be performed by Contractor.
- 15.3 County will ensure that Contractor shall be named as an authorized user under its routing software. Contractor use of County licensed software is subject to the terms and conditions of the applicable software licensing agreement between the County and the software provider. **CONTRACTOR SPECIFICALLY AGREES TO SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, RESULTING FROM THE VIOLATION OF THE TERMS AND CONDITIONS OF ANY APPLICABLE SOFTWARE LICENSING AGREEMENT BY CONTRACTOR, ITS AGENTS, EMPLOYEES, OFFICERS, OR VOLUNTEERS.**
- 15.4 County reserves the right to have scheduling, dispatch, or reservations provided by Contractor at rates identified in the attached Exhibit A.

SECTION 16: SAFETY PROGRAM

- 16.1 Contractor shall be responsible for implementing, maintaining, and reviewing annually a comprehensive transportation safety program. Safety program shall at a minimum include an employee training and incentive program designed to enhance overall safety and security for employees, passengers, and equipment in accordance with County Request for Proposals No. 11-079, County Operation Standards, and County Passenger Guidelines.

SECTION 17: MANAGEMENT PERSONNEL

- 17.1 Contractor shall employ management personnel who shall be responsible for the efficient operation of the transportation services furnished hereunder and who shall be Contractor's liaison to County. Contractor will designate a crisis management contact person for emergency contact with County. Contractor shall inform County of the name(s), qualifications, contact telephone number(s), and address(es) of such management personnel prior to execution of this Agreement. Prior to substituting other personnel for any of the individuals so identified, Contractor shall notify County and submit justification in sufficient detail to permit evaluation of the impact on the services. No such substitutions shall be made by Contractor without first securing County approval.

- 17.2 County shall employ management personnel who shall be responsible for coordination of the transportation requirements of County to be furnished under this Agreement and who shall be County's liaison to Contractor. County will designate a crisis management contact person for emergency contact with Contractor. County shall inform Contractor of the name(s), contact telephone number(s) and address(es) of such management personnel.

SECTION 18: OPERATIONS PERSONNEL/DRIVERS

- 18.1 Contractor shall employ a sufficient number of qualified drivers, maintenance, and support personnel to assure County of continuous, reliable, safe, and on-time service. Drivers shall satisfy minimum requirements as identified in County's Request for Proposals No. 11-079.
- 18.2 Contractor shall not permit its drivers to smoke on the bus, to drink any intoxicating beverage, or to be under the influence of drugs or alcohol while operating any bus.
- 18.3 Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder; provided, however, that County shall have the right to request Contractor to remove from service to the County any employee who, in County's sole discretion, is deemed unsuitable for the performance of transportation services for County.
- 18.4 Contractor shall provide qualified driver/trainers and qualified drivers, trained and licensed in accordance applicable laws and the rules and regulations of County. Contractor will, to the extent such requirements do not conflict with state or federal laws, implement such requirements identified in the RFP into its hiring and training programs for drivers servicing County's operations. Contractor agrees that each driver shall:
- 18.4.1 Possess a valid license or permit issued by this State authorizing such person to operate a vehicle of the type being operated.
 - 18.4.2 Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which, absent reasonable accommodation, would limit safe operation of a bus. The physical examination shall be conducted prior to employment and periodically thereafter as permitted by law.
 - 18.4.3 Possess a satisfactory driving record and criminal history record, after review of such records prior to employment and periodically thereafter to the extent permitted or available by law.
 - 18.4.4 Prior to employment and from time-to-time thereafter, to the extent permitted by law, undergo such tests as may reveal, within a reasonable degree of medical or scientific certainty, the presence or absence of drugs or

controlled substances in the body and such tests as may clinically reveal alcoholism or alcohol abuse. Negative findings for such tests shall be a condition of employment.

18.4.5 Meet any other criteria required by law or by County's policies, rules or regulations.

SECTION 19: TRAINING REQUIREMENTS

- 19.1 Contractor shall provide thorough instruction to drivers in compliance with state and federal safety and operations guidelines and regulations. Training will meet all requirements specified in the RFP. County shall have the right to review course content.
- 19.2 County staff may attend driver training and/or safety meetings to familiarize drivers with staff members, or to provide information regarding safety, operations, and service expectations.
- 19.3 County may not distribute materials to drivers without Contractor's prior approval.

SECTION 20: VEHICLES AND EQUIPMENT

- 20.1 Contractor shall provide a minimum of ten (10) used buses as fleet reserves at contract start, five of which are to be replaced by five (5) new vehicles as they become available. Contractor shall at all times maintain a minimum spare ratio of twenty percent of the average daily required revenue fleet.
- 20.2 County and Contractor agree to have an independent third party perform a detailed vehicle condition inspection prior to the initiation of transportation services by Contractor at Contractor's expense for the purposes of establishing the current condition and general state of repair for the existing County fleet. The independent fleet inspection will document the current physical condition of the existing County vehicles as well as the condition of certain mechanical components as detailed in the attached Exhibit D.
 - 20.2.1 A written report shall be produced that shall include at a minimum the following items for each vehicle:
 - 20.2.1.1 Discrepancies in mechanical integrity and visual appearance and signs of lack of proper maintenance including estimated labor hours and parts costs to return vehicles to a state of good repair, less normal wear and tear.
 - 20.2.1.2 Photographs of each vehicle inspected and of all significant discrepancies including pictures of the interior and exterior

surfaces of each vehicle and pictures of significant body damage and physical or mechanical defects.

20.2.1.3 Discrepancies in maintenance practices performed as compared to manufacturers' or County recommended practices including any issues related to governmental compliance.

20.2.1.4 An outline of recommended steps to be taken to bring each vehicle's maintenance condition up to the expected condition for the vehicle's age and use.

20.2.1.5 Repair estimates per vehicle for recommended actions.

20.2.2 Upon completion of the third party inspection, County and Contractor will review each item to determine the appropriate action required to complete the transition process. County may, at County's expense, elect to have necessary repairs performed by Contractor, County, or other third party contractors. County and Contractor agree that non-safety items such as minor body scuffs, minor body damage, and repairs recommended for aged or reserve vehicles may be left unrepaired, at the sole discretion of County, but noted in the vehicle file at the time of transition. County will not later require such deferred repair(s) to be corrected at Contractor's expense.

20.2.3 After the vehicle turnover process is complete, for vehicles over three (3) years old or with more than 150,000 miles of service, County will be responsible for the cost of repairing any major mechanical failure of the internal workings of the engine, transmission, or rear-end for the first ninety (90) days after commencement of this agreement unless the failure is the result of improper maintenance or abuse by Contractor.

20.2.4 After the vehicle turnover process is complete, for vehicles less than three (3) years old or with less than 150,000, Contractor will assume financial responsibility for all vehicle maintenance and repairs at the time the vehicle is transferred to Contractor.

20.3 All buses supplied by Contractor for performance of this Agreement shall meet or exceed the standards established by the applicable laws and regulations governing such vehicles, including but not limited to FTA, FMVSS, US DOT, TxDOT, and the Fort Bend County Operations Standards. Contractor shall maintain the buses used to provide transportation services under this Agreement in good operating condition and in accordance with law, accepted industry safety and maintenance standards, and the Fort Bend County Operations Standards. Contractor will follow the vehicle preventative maintenance schedule detailed in the Fort Bend County Operations Standards. Any OEM preventative maintenance standard not addressed in the Fort

Bend County Operations Standards shall be performed as scheduled by the OEM standard for the vehicle. Contractor shall complete all vehicle repairs in a professional and workmanlike manner.

- 20.4 County will consult with Contractor from time to time regarding updates, changes, or additions to the Fort Bend County Operations Standards. However, for County-owned vehicles, County will be the final determining authority regarding any modification of the vehicle maintenance standards and preventative maintenance schedules.
- 20.5 County shall have the authority to immediately remove a vehicle from service if a vehicle has not received its scheduled preventative maintenance and/or repairs necessary to meet accepted industry safety and maintenance standards.
- 20.6 All accident and body damage shall be repaired timely. Any accident or body damage to a County-owned vehicle estimated to exceed five thousand dollars and no/100 (\$5,000) will require inspection and approval by County before repairs are started. In the case of County-owned vehicles that have been severely damaged, Contractor will consult with County before determining whether to "total" the vehicle or have it repaired. County understands that this determination must be made within liability insurance provisions and industry standards. Fees for replacement vehicles shall not exceed the County-owned vehicle rate set forth in the attached Exhibit C.
- 20.7 If County or any government agency shall at some time in the future specify or request that Contractor retrofit its own or County owned vehicles providing transportation services under this Agreement with special equipment, the parties shall negotiate in good faith, to mutual agreement, on alternative pricing and availability of vehicles to service County under this Agreement, subject to the requirements of Section 4 of this Agreement. In the event that County or any governmental agency imposes additional equipment requirements, other than those set forth specifically in this Agreement, on Contractor's vehicles during the term of this Agreement Contractor and County shall negotiate in good faith concerning price or repayment of expenses applicable to such equipment installation.
- 20.8 Contractor agrees that all vehicles shall be equipped with approved two-way radio communication at Contractor's expense. Communication devices will be maintained in working order.
- 20.9 Contractor agrees to provide County with the entire portion (up to 20%) of the local share money in order for County to secure necessary grants to purchase new vehicles or equipment for use under this Agreement if requested by County. If County terminates Agreement, County agrees to return an amount equal to twenty percent of the remaining depreciated value of the vehicles or equipment at the time

of termination. The appropriate depreciation rate shall be mutually agreed upon at the time of vehicle or equipment purchase.

- 20.10 County may utilize County-owned vehicles for other purposes when not utilized for the transportation services described herein. For service that is not related to the Agreement the County will be responsible for damages and liability that result from County's use of the vehicles.
- 20.11 Title to County-furnished vehicles and equipment shall remain with County. Contractor shall use County-furnished vehicles and equipment only in connection with this Agreement. Vehicle and equipment inventories shall be maintained by the parties throughout the course of the contract. Said inventories shall be reconciled annually.

SECTION 21: FACILITIES

- 21.1 County shall allow Contractor personnel access to County facilities and fueling facilities for purposes of providing transportation services hereunder. Contractor may use such County facilities for the provision of transportation services described hereunder and for no other purpose, unless otherwise agreed upon in writing between County and Contractor.
- 21.2 County will provide any Contractor personnel granted access to County facilities with an access card and entry key. Contractor assumes responsibility for any access cards or entry keys issued to its personnel. Lost or damaged access cards and entry keys must be replaced at Contractor's expense.
- 21.3 All costs for utility services at County facilities provided for the Contractor's use, together with any penalties, surcharges or the like pertaining thereto and any maintenance charges for all utilities shall be paid by Contractor. Contractor is responsible for any maintenance, pest control, and cleaning services expenses.
- 21.4 Contractor assumes liability for all actions of its personnel while on County premises. Contractor shall not permit any hazardous, unsafe, unhealthy or environmentally unsound conditions or activities over which it has control at a County facility. In the event Contractor becomes aware of any such condition or activity, it shall promptly notify County and immediately take whatever steps are necessary to eliminate, terminate, abate, or rectify the condition. Contractor will be responsible for the cost of damage or loss resulting directly from negligent operation of fuel pumps by Contractor including the cost of cleaning up fuel spills, repair to damaged fuel pumps, the replacement of lost fuel system key tags, and the cost of any fuel dispensed by keys issued to Contractor.
- 21.5 County may discontinue access to County facilities to any or all Contractor personnel at any time with reasonable prior notice. Notwithstanding this clause,

it is understood that access to County facilities provided for Contractor's use including offices, parking, and fueling facilities are critical to Contractor's ability to perform the services required under this Agreement.

- 21.6 Contractor shall, at its sole cost and expense, maintain any County facilities used by Contractor, in good and clean condition and repair throughout the term of this Agreement. Contractor shall not be responsible for cost of repairs or replacement of structural elements, roof, foundation and HVAC system. Contractor shall, at its sole cost and expense, repair any damage to County facilities caused by Contractor throughout the term of this Agreement. If Contractor shall fail to repair such damage within thirty (30) days after written demand from County, then County shall have the right to do so at Contractor's expense.
- 21.7 Contractor covenants and agrees that County facilities shall be used and maintained in conformity with all applicable laws, codes, administrative regulations, and such covenants and restrictions as are imposed upon County facilities including without limitation, all health, safety, sanitary and other codes. Contractor shall ensure that its employees are aware of all health, safety, sanitary, and other requirements and regulations applicable to the services under this Agreement.
- 21.8 Contractor hereby acknowledges and agrees that the access granted hereunder does not confer upon Contractor any right, title, or interest in County facilities, as Contractors or otherwise, and Contractor hereby expressly disclaims any such right, title, or interest in any County facilities.
- 21.9 Prior to the expiration of this Agreement, Contractor shall remove all additions or alterations to County facilities made by Contractor and shall, at Contractor's sole cost and expense, make any repairs to County facilities caused by Contractor during the removal of the alteration and additions. At the expiration of this Agreement, alterations or additions that have not been removed by Contractor shall become the property of County and title to same shall be deemed to be conveyed to County without further action of the parties.
- 21.10 County and Contractor have negotiated a facility arrangement in which County is currently providing Contractor use of parking and office space, and Contractor is providing the maintenance facility. Upon presentation of reasonable alternatives and with sufficient advance notice County and Contractor shall both have the right to renegotiate the current facility arrangement should suitable alternatives be identified. Any change in the current facility arrangement will be negotiated in good faith and to mutual agreement by both parties.
- 21.11 County and Contractor have agreed that Contractor will pay to County the sum of \$15,000 for facility improvements being made to the office space provided to

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Contractor. County will invoice this sum to contractor as Facility Improvements. Contractor shall pay such invoice within thirty (30) days of receipt.

- 21.12 County and Contractor agree that any County facilities provided for Contractor use shall be provided "as is" at the time of Contractor use. County and Contractor will document the current physical condition of the County facility at the time of initial Contractor use and note such condition in the file. Contractor shall not be responsible for repairing any condition existing and documented at the time of initial Contractor use or, if undocumented, may be shown to have resulted from pre-existing conditions not associated with Contractor's use.

SECTION 22: ASSIGNMENT

- 22.1 This Agreement shall not be assigned by the parties hereto, without the prior written consent of County. Contractor may assign this Agreement if the assignment is made to a parent, subsidiary, related or affiliated company.

SECTION 23: SUBCONTRACTING

- 23.1 Contractor shall not subcontract any portion of the services without obtaining County's prior written consent.
- 23.2 All Contractor subcontractors who perform work under this Agreement shall be given written notice to comply with all requirements of this Agreement. Contractor shall be responsible and liable for the performance and acts of each subcontractor.

SECTION 24: PUBLICITY AND ADVERTISING

- 24.1 Contractor shall not use County's name, logo, or other information in its advertisements or public relations programs without County's prior written approval. Any such information regarding County shall be factual and in no way imply that County endorses Contractor's products or services.
- 24.2 Contractor shall not display any commercial, public safety, political or other types of advertisements in or on any vehicle used in the performance of this Agreement.

SECTION 25: TERMINATION

- 25.1 If either party violates any of the covenants or duties imposed upon it by this Agreement, such violation shall entitle the other party to terminate this Agreement in accordance with the following procedure: The non-defaulting party shall give the offending party thirty (30) days' written notice of default and the opportunity to remedy the violation. If at the end of such 30-day default notice period, the party notified has not remedied the purported violation, the non-defaulting party may terminate this Agreement as follows: on the first business day following the last day

of the 30-day default notice period, the non-defaulting party shall give the defaulting party 90 days' notice of termination. If the non-defaulting party does not provide this 90-day notice of termination, the default notice shall be deemed rescinded.

SECTION 26: MUTUAL TERMINATION FOR CONVENIENCE

26.1 Either party may terminate this Agreement for convenience upon ninety (90) days written notice to the other party.

SECTION 27: CONTINUITY OF SERVICES

27.1 Contractor recognizes that the services provided under this Agreement are vital to County and must be continued without disruption and that upon contract expiration a successor may continue the services. Contractor agrees to exercise the diligent and professional efforts and cooperation necessary to effect an orderly and efficient transition to a successor.

27.2 Contractor shall allow reasonable communication with employees engaged in the transportation services. If selected employees are agreeable, Contractor will not unreasonably interfere with their release at mutually agreeable dates. Contractor shall work with successor to set mutually agreeable dates and times to attend training sessions. It is understood that such training and scheduled release dates must allow Contractor to meet service obligations through the end of the contract.

27.3 At the conclusion of the Agreement, Contractor shall work with the incumbent contractor (successor), County staff and/or a third party contractor(s) to provide an efficient and non-disruptive transition of all transportation services including but not limited to administration, personnel, subcontractors, County owned vehicles, and County owned supplies and equipment. Contractor will perform in a professional and courteous manner throughout the transition period. Contractor will cooperate with mutually agreed transition planning that does not unduly interfere with continuing operations of the transportation services and will provide the services agreed to in this Agreement through the last pull-in on the date of contract conclusion.

27.4 Prior to the last day of service Contractor will make available for inspection any County owned facilities, equipment, property or inventory. County provided equipment, facilities and vehicles will be in good repair and original operating condition absent reasonable wear and tear.

27.5 County and Contractor agree to have an independent third party perform a detailed vehicle condition inspection at County's expense at the conclusion of the Agreement for the purposes of establishing the current condition and general state of repair for the existing County fleet before the successor assumes

maintenance responsibility for the County-owned fleet. The independent fleet inspection will document the current physical condition of the existing County vehicles as well as the condition of certain mechanical components as detailed in the attached Exhibit D.

27.5.1 A written report shall be produced that shall include at a minimum the following items for each vehicle:

27.5.1.1 Discrepancies in mechanical integrity and visual appearance and signs of lack of proper maintenance including estimated labor hours and parts costs to return vehicles to a state of good repair, less normal wear and tear.

27.5.1.2 Photographs of each vehicle inspected and of all significant discrepancies including pictures of the interior and exterior surfaces of each vehicle and pictures of significant body damage and physical or mechanical defects.

27.5.1.3 Discrepancies in maintenance practices performed as compared to manufacturers' or County recommended practices including any issues related to governmental compliance.

27.5.1.4 An outline of recommended steps to be taken to bring each vehicle's maintenance condition up to the expected condition for the vehicle's age and use.

27.5.1.5 Repair estimates per vehicle for recommended actions.

27.5.2 Upon completion of the third party inspection, County and Contractor will review each item to determine the appropriate action required to complete the transition process. Contractor shall repair, at Contractor's expense, all safety items. County and Contractor agree that non-safety items such as minor body scuffs, minor body damage, and repairs recommended for aged or reserve vehicles may be left unrepaired, at the sole discretion of County, but noted in the vehicle file at the time of transition.

27.5.3 Contractor will be responsible for the cost of repairing any major mechanical failure of the internal workings of the engine, transmission or rear-end for the first 90-days of service after transition to Successor, provided the failure is not related to improper maintenance or abuse by the Successor or the Successor's operators. Should such a major failure occur, Fort Bend County may elect to remove the vehicle from service.

SECTION 28: SURVIVAL

28.1 The mutual obligations described in Compensation and Billing, and Indemnification hereof shall survive the termination or expiration of the Agreement.

SECTION 29: STATUS OF CONTRACTOR

29.1 In the interpretation of this Agreement and the relations between Contractor and County, Contractor shall be construed as being an independent contractor employed to provide transportation services only. Neither Contractor nor any of its employees shall be held or deemed in any way to be an agent, employee or official of County. Contractor shall be responsible for, and hold County harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

SECTION 30: SEVERABILITY

30.1 In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

SECTION 31: EXTENSION AND MODIFICATION

31.1 Contractor and County may extend or otherwise modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the parties.

SECTION 32: NOTICE TO PARTIES

32.1 All notices to be given by the parties to this Agreement shall be in writing and served by depositing same in the United States mail, postage prepaid, registered or certified mail.

Notices to County shall be addressed to:

Fort Bend County Public Transportation Department
12550 Emily Court, Suite 400
Sugar Land, Texas 77478

Fort Bend County Judge
301 Jackson Street
Richmond, Texas 77469

Notices to Contractor shall be addressed to:

Beverly Edwards
First Transit, Inc.
2581 Washington Road, Suite 223
Pittsburgh , PA, 15241

With a copy to:

FirstGroup America, Inc.
600 Vine Street, Suite 1400
Cincinnati, OH 45202
Attention: General Counsel

- 32.2 County or Contractor may change their address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

SECTION 33: ENTIRE AGREEMENT

- 33.1 This Agreement sets forth the entire agreement between County and Contractor concerning the subject matter hereof. There are no representations, either oral or written, between County and Contractor other than those contained in this Agreement.

SECTION 34: COMPLIANCE WITH THE LAW AND POLICIES

- 34.1 Notwithstanding any contrary provision in this Agreement, Contractor shall comply with federal, state and local laws, rules and regulations, and applicable County policies in providing transportation services described herein.

SECTION 35: NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- 35.1 County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

SECTION 36: PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT

- 36.1 Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT

regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

- 36.2 Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.
- 36.3 Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

SECTION 37: ACCESS TO RECORDS AND REPORTS

- 37.1 Contractor agrees to provide County, the FTA Administrator, the Texas Department of Transportation, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 37.2 Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until County, the FTA Administrator, the

Texas Department of Transportation, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

SECTION 38: FEDERAL CHANGES

38.1 Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between County and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

SECTION 39: CIVIL RIGHTS REQUIREMENTS

39.1 The following requirements apply to the underlying contract:

39.1.1 Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

39.1.2 Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

39.1.2.1 Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any

applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

39.1.2.2 Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

39.1.2.3 Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

39.2 Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.



SECTION 40: DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- 40.1 This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal of 3 % has been established for this procurement.
- 40.2 Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Agreement. Failure by Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as County deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- 40.3 The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- 40.4 Contractor is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after Contractor's receipt of payment for that work from County. In addition, Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this Agreement is satisfactorily completed.
- 40.5 Contractor must promptly notify County whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without the prior written consent of County.

SECTION 41: INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

- 41.1 The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any

County requests which would cause County to be in violation of the FTA terms and conditions.

SECTION 42: GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

- 42.1 This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor is required to verify that none of Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
- 42.2 By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SECTION 43: LOBBYING

- 43.1 Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

SECTION 44: CLEAN AIR

- 44.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure

notification to FTA and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

SECTION 45: CLEAN WATER

- 45.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

SECTION 46: CONTRACT WORK HOURS AND SAFETY STANDARDS

- 46.1 Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 46.2 Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 46.3 Withholding for unpaid wages and liquidated damages – County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or

subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- 46.4 Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

SECTION 47: TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

- 47.1 The Contractor agrees to comply with applicable transit employee protective requirements as follows:

47.1.1 General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Agreement and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

- 47.1.2 Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49

U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

47.1.3 Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

47.2 The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

SECTION 48: CHARTER SERVICE OPERATIONS

48.1 The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

SECTION 49: SCHOOL BUS OPERATIONS

49.1 Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

SECTION 50: DRUG AND ALCOHOL TESTING

50.1 The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating

administrations, the State Oversight Agency of Texas, or County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 655 and to submit the Management Information System (MIS) reports before March 15 to the FTA's Office of Safety and Security or its designated agent. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

SECTION 51: ENERGY CONSERVATION REQUIREMENTS

51.1 Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

SECTION 52: RECYCLED PRODUCTS

52.1 Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

SECTION 53: ACCESS FOR INDIVIDUALS WITH DISABILITIES

53.1 Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities, and any subsequent amendments to these laws. In addition, Contractor agrees to comply with applicable implementing Federal regulations and directives and any subsequent amendments thereto, as follows:

- 53.1.1 U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37
- 53.1.2 U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27
- 53.1.3 Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38
- 53.1.4 U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35
- 53.1.5 U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36
- 53.1.6 U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19
- 53.1.7 U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630
- 53.1.8 U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related County Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F
- 53.1.9 U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194
- 53.1.10 FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609
- 53.1.11 Federal civil rights and nondiscrimination directives implementing the foregoing regulations, except to the extent the Federal Government determines otherwise in writing

SECTION 54: PUBLICITY

- 54.1 Contractor shall not use County's name nor issue any publicity releases, including but not limited to, news releases and advertising, without the prior written consent of County.

jm

SECTION 55: PLACE OF CONTRACT/CONTROLLING LAW

55.1 This Agreement shall be governed by the laws of the State of Texas. All references in this contract to the "state" shall mean the State of Texas. All regulations, laws and requirements of the state shall mean the regulations, laws or requirements of the State of Texas. Venue shall lie in Fort Bend County, Texas, for any suit regarding the Agreement.

SECTION 56: AUTHORITY

56.1 Both parties warrant that they are properly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement the day and year first hereinabove written.

FORT BEND COUNTY
By: Robert Hebert
Title: Robert Hebert, County Judge
11-22-2011
Attest: Jaime Wilson
By: _____
Title: County Clerk

FIRST TRANSIT, INC.
By: John Mathews
Title: Region Vice President
Attest: _____
By: Paul E. Messier
Title: General Manager



jm

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 4,704,217 to accomplish and pay the obligation of Fort Bend County under this contract.



Ed Sturdivant, Fort Bend County Auditor

EXHIBIT A – RATES

jm

EXHIBIT A

SERVICE DESCRIPTION	JANUARY 1, 2011 THROUGH APRIL 30, 2011			MAY 1, 2011 THROUGH DECEMBER 31, 2011		
	CONTRACTOR VEHICLE	COUNTY VEHICLE	COUNTY VEHICLE	CONTRACTOR VEHICLE	COUNTY VEHICLE	COUNTY VEHICLE
	DEMAND RESPONSE POINT DEVIATION	FIXED ROUTE COMMUTER PARK & RIDE	DEMAND RESPONSE POINT DEVIATION	FIXED ROUTE COMMUTER PARK & RIDE	DEMAND RESPONSE POINT DEVIATION	FIXED ROUTE COMMUTER PARK & RIDE
ALL SERVICES - RATE PER VEHICLE PER SERVICE HOUR COMBINED COUNTY OWNED/CONTRACTOR OWNED FACILITY	5785m \$52.85	\$52.20	\$42.15	\$41.50	5108 \$52.76	\$42.06
TMC COMMUTER SERVICE - RATE PER VEHICLE PER SERVICE HOUR COMBINED COUNTY OWNED/CONTRACTOR OWNED FACILITY		\$52.30		\$38.24		
Guaranteed Ride Home Rate - Price per trip for Registered Users	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00

\$115,000 Annually

ANNUAL RATE MANAGEMENT SUPPORT

ADDITIONAL STAFF RATE PER PERSON PER HOUR
RESERVATIONS
DISPATCHING
SCHEDULING

RATES BASED ON ANNUAL ESTIMATE FROM BIF
Demand Response Bid Hour 56,594
Fixed Route Bid Hrs 28,427
TOTAL BID HOURS 85,021

Rates subject to escalation request under contract Section 4, Escalation
TMC Rates are fixed through April 30, 2012 after which the rate for TMC will be the figure of Fixed Route Rates

EXHIBIT B – SERVICE PLANS

jm

**FORT BEND COUNTY PUBLIC TRANSPORTATION
SERVICE PLAN**

SERVICE PLAN NAME:	DEMAND RESPONSE		
START DATE:		END DATE:	
SERVICE DAYS:	Monday through Friday, excluding County holidays		
HOURS OF OPERATION:			
NUMBER OF VEHICLES			
MINIMUM SERVICE HOURS PER DAY PER VEHICLE:			
MAXIMUM SERVICE HOURS PER DAY PER VEHICLE:			
RATE PER HOUR (COUNTY OWNED VEHICLE):	\$		-
RATE PER HOUR (CONTRACTOR OWNED VEHICLE):	\$		-
FARE RATE(S):			

GENERAL SERVICE DESCRIPTION

CONTRACTOR RESPONSIBILITIES

NOTE: Fort Bend County reserves the right to adjust the service parameters as necessary over the course of the contract. Service parameter adjustments may include, but not be limited to, increases or decreases in the number of service hours, service days, vehicles used, vehicle size utilized etc. Contractor will be notified at least 30 days in advance of any service parameter adjustment.

Approved by Public Transportation Director

Date

jm

**FORT BEND COUNTY PUBLIC TRANSPORTATION
SERVICE PLAN**

SERVICE PLAN NAME:	DEMAND RESPONSE	
START DATE:	02/01/12	END DATE: Automatically renews annually unless otherwise notified in writing
SERVICE DAYS:	Monday through Friday, excluding County holidays	
HOURS OF OPERATION:	N/A - schedules determined on a daily basis.	
NUMBER OF VEHICLES	Daily avg. 13	
MINIMUM SERVICE HOURS PER DAY PER VEHICLE:	0.0	
MAXIMUM SERVICE HOURS PER DAY PER VEHICLE:	Daily avg. 12	
RATE PER HOUR (COUNTY OWNED VEHICLE):	See Contract Price Exhibit	
RATE PER HOUR (CONTRACTOR OWNED VEHICLE):	See Contract Price Exhibit	
FARE RATE(S):	\$1.00 per person each way; Tickets accepted as well.	

GENERAL SERVICE DESCRIPTION

General Public Demand Response service averaging 252 service days per year utilizing County owned fleet and contractor owned fleet as necessary. Schedules are to be produced by the County and furnished to the contractor by 8pm the day before the service day.

CONTRACTOR RESPONSIBILITIES

Contractor will be responsible for scheduling and assigning drivers and buses according to the run cut for the day, carry out the service and dispatch all vehicles. Contractor is responsible for handling all cancelled ride calls and "where's my ride" calls, maintaining Trapeze dispatching software in real-time, re-routing as necessary, maintaining On-Time performance goals, accommodating service interruptions (incidents, accidents, traffic congestion etc) and update dispatch software as applicable. Contractor will be responsible for insuring data entered into dispatching software is accurate. Fare collection and accounting to be performed by Contractor.

NOTE: Fort Bend County reserves the right to adjust the service parameters as necessary over the course of the contract. Service parameter adjustments may include, but not be limited to, increases or decreases in the number of service hours, service days, vehicles used, vehicle size utilized etc. Contractor will be notified at least 30 days in advance of any service parameter adjustment.


Approved by Public Transportation Director

1/13/12
Date

jm

**FORT BEND COUNTY PUBLIC TRANSPORTATION
SERVICE PLAN**

SERVICE PLAN NAME:	RURAL NEW FREEDOM - Demand Response Service	
START DATE:	02/01/12	END DATE: Automatically renews annually unless otherwise notified in writing
SERVICE DAYS:	Monday through Friday, excluding County holidays	
HOURS OF OPERATION:	N/A - schedules determined on a daily basis.	
NUMBER OF VEHICLES	Daily Avg. 3	
MINIMUM SERVICE HOURS PER DAY PER VEHICLE:	0.0	
MAXIMUM SERVICE HOURS PER DAY PER VEHICLE:	Daily Avg. 12	
RATE PER HOUR (COUNTY OWNED VEHICLE):	See Contract Price Exhibit	
RATE PER HOUR (CONTRACTOR OWNED VEHICLE):	See Contract Price Exhibit	
FARE RATE(S):	\$1.00 per person each way; Tickets accepted as well.	

GENERAL SERVICE DESCRIPTION

Demand Response service with seating priority for persons with disabilities. General Public allowed on a space available basis. Trip Origin priority in Rural Service Area. Service averages 252 service days per year utilizing County owned fleet and contractor owned fleet as necessary. Schedules are to be produced by the County and furnished to the contractor by 8pm the day before the service day.

CONTRACTOR RESPONSIBILITIES

Contractor will be responsible for scheduling and assigning drivers and buses according to the run cut for the day, carry out the service and dispatch all vehicles. Contractor is responsible for handling all cancelled ride calls and "where's my ride" calls, maintaining Trapeze dispatching software in real-time, re-routing as necessary, maintaining On-Time performance goals, accommodating service interruptions (incidents, accidents, traffic congestion etc) and update dispatch software as applicable. Contractor will be responsible for insuring data entered into dispatching software is accurate. Fare Collection and Reporting to be performed by Contractor.

NOTE: Fort Bend County reserves the right to adjust the service parameters as necessary over the course of the contract. Service parameter adjustments may include, but not be limited to, increases or decreases in the number of service hours, service days, vehicles used, vehicle size utilized etc. Contractor will be notified at least 30 days in advance of any service parameter adjustment.


Approved by Public Transportation Director


Date

jm

**FORT BEND COUNTY PUBLIC TRANSPORTATION
SERVICE PLAN**

SERVICE PLAN NAME:	URBAN NEW FREEDOM		
START DATE:	02/01/12	END DATE:	Automatically renews annually unless otherwise notified in writing
SERVICE DAYS:	Monday through Friday, excluding County holidays		
HOURS OF OPERATION:	N/A - schedules determined on a daily basis.		
NUMBER OF VEHICLES	Daily Avg. - 3		
MINIMUM SERVICE HOURS PER DAY PER VEHICLE:	0.0		
MAXIMUM SERVICE HOURS PER DAY PER VEHICLE:	Daily Avg. 7.5		
RATE PER HOUR (COUNTY OWNED VEHICLE):	See Contract Price Exhibit		
RATE PER HOUR (CONTRACTOR OWNED VEHICLE):	See Contract Price Exhibit		
FARE RATE(S):	\$1.00 per person each way; Tickets accepted as well.		

GENERAL SERVICE DESCRIPTION

Demand Response service with seating priority for persons with disabilities. General Public allowed on a space available basis. Trip Origin priority in Urban Service Area. Service averages 252 service days per year utilizing County owned fleet and contractor owned fleet as necessary. Schedules are to be produced by the County and furnished to the contractor by 8pm the day before the service day.

CONTRACTOR RESPONSIBILITIES

Contractor will be responsible for scheduling and assigning drivers and buses according to the run cut for the day, carry out the service and dispatch all vehicles. Contractor is responsible for handling all cancelled ride calls and "where's my ride" calls, maintaining Trapeze dispatching software in real-time, re-routing as necessary, maintaining On-Time performance goals, accommodating service interruptions (incidents, accidents, traffic congestion etc) and update dispatch software as applicable. Contractor will be responsible for insuring data entered into dispatching software is accurate. Fare Collection and Reporting to be performed by Contractor.

NOTE: Fort Bend County reserves the right to adjust the service parameters as necessary over the course of the contract. Service parameter adjustments may include, but not be limited to, increases or decreases in the number of service hours, service days, vehicles used, vehicle size utilized etc. Contractor will be notified at least 30 days in advance of any service parameter adjustment.


Approved by Public Transportation Director


Date

jm

**FORT BEND COUNTY PUBLIC TRANSPORTATION
SERVICE PLAN**

SERVICE PLAN NAME:	Job Access Reverse Commute		
START DATE:	02/01/12	END DATE:	Automatically renews annually unless otherwise notified in writing
SERVICE DAYS:	Monday through Friday, excluding County holidays		
HOURS OF OPERATION:	Reference Service Schedule in RFP Document		
NUMBER OF VEHICLES	Daily Avg. - 3		
MINIMUM SERVICE HOURS PER DAY PER VEHICLE:	0.0		
MAXIMUM SERVICE HOURS PER DAY PER VEHICLE:	Daily Avg. 12		
RATE PER HOUR (COUNTY OWNED VEHICLE):	See Contract Price Exhibit		
RATE PER HOUR (CONTRACTOR OWNED VEHICLE):	See Contract Price Exhibit		
FARE RATE(S):	\$1.00 per person each way; Tickets accepted as well.		

GENERAL SERVICE DESCRIPTION

Point Deviation service. Deviation Trip Origin priority in Urban Service Area and scheduled to allow timed stops to be performed on-time. Service averages 252 service days per year utilizing County owned fleet and contractor owned fleet as necessary. Schedules are to be produced by the County and furnished to the contractor by 8pm the day before the service day. Reference Service Schedule in RFP Document.

CONTRACTOR RESPONSIBILITIES

Contractor will be responsible for scheduling and assigning drivers and buses according to the run cut for the day, carry out the service and dispatch all vehicles. Contractor is responsible for handling all cancelled ride calls and "where's my ride" calls, maintaining Trapeze dispatching software in real-time, re-routing as necessary, maintaining On-Time performance goals for timed stops and for deviation trips, accommodating service interruptions (incidents, accidents, traffic congestion etc) and update dispatch software as applicable. Contractor will be responsible for insuring data entered into dispatching software is accurate. Fare Collection and Reporting to be performed by Contractor.

NOTE: Fort Bend County reserves the right to adjust the service parameters as necessary over the course of the contract. Service parameter adjustments may include, but not be limited to, increases or decreases in the number of service hours, service days, vehicles used, vehicle size utilized etc. Contractor will be notified at least 30 days in advance of any service parameter adjustment.


Approved by Public Transportation Director

11-15-11
Date

John

**FORT BEND COUNTY PUBLIC TRANSPORTATION
SERVICE PLAN**

SERVICE PLAN NAME:	Texas Medical Center Commuter Service		
START DATE:	01/01/12	END DATE:	Automatically renews annually unless otherwise notified in writing
SERVICE DAYS:	Monday through Friday, excluding County holidays		
HOURS OF OPERATION:	Reference Service Schedule in RFP Document		
NUMBER OF VEHICLES	Daily Avg. - 5		
MINIMUM SERVICE HOURS PER DAY PER VEHICLE:	Daily Avg. 7		
MAXIMUM SERVICE HOURS PER DAY PER VEHICLE:	Daily Avg. 7		
RATE PER HOUR (COUNTY OWNED VEHICLE):	See Contract Price Exhibit		
RATE PER HOUR (CONTRACTOR OWNED VEHICLE):	See Contract Price Exhibit		
FARE RATE(S):	\$3.50 per person each way; Tickets accepted.		

GENERAL SERVICE DESCRIPTION

Park and Ride Commuter service open to the General Public. Service averages 252 service days per year utilizing County owned fleet and contractor owned fleet as necessary. Reference Service Schedule in RFP Document.

CONTRACTOR RESPONSIBILITIES

Contractor will be responsible for scheduling and assigning drivers and buses according to the run cut for the day, carry out the service and dispatch all vehicles. Contractor is responsible for handling all cancelled ride calls and "where's my ride" calls, maintaining Trapeze dispatching software in real-time, re-routing as necessary, maintaining On-Time performance goals for timed stops, accommodating service interruptions (incidents, accidents, traffic congestion etc) and update dispatch software as applicable. Contractor will be responsible for insuring data entered into dispatching software is accurate. Fare Collection and Reporting to be performed by Contractor. Guaranteed Ride Home service to be provided for registered passengers.

NOTE: Fort Bend County reserves the right to adjust the service parameters as necessary over the course of the contract. Service parameter adjustments may include, but not be limited to, increases or decreases in the number of service hours, service days, vehicles used, vehicle size utilized etc. Contractor will be notified at least 30 days in advance of any service parameter adjustment.


Approved by Public Transportation Director

11-15-11
Date

jm

**FORT BEND COUNTY PUBLIC TRANSPORTATION
SERVICE PLAN**

SERVICE PLAN NAME:	Greenway Commuter Service		
START DATE:	02/01/12	END DATE:	Automatically renews annually unless otherwise notified in writing
SERVICE DAYS:	Monday through Friday, excluding County holidays		
HOURS OF OPERATION:	Reference Service Schedule in RFP Document		
NUMBER OF VEHICLES	Daily Avg. - 5		
MINIMUM SERVICE HOURS PER DAY PER VEHICLE:	Daily Avg. 6		
MAXIMUM SERVICE HOURS PER DAY PER VEHICLE:	Daily Avg. 6		
RATE PER HOUR (COUNTY OWNED VEHICLE):	See Contract Price Exhibit		
RATE PER HOUR (CONTRACTOR OWNED VEHICLE):	See Contract Price Exhibit		
FARE RATE(S):	\$2.25 UofH/AMC to Greenway Plaza; \$1.00 UofH/AMC to West Bellfort; \$2.00 West Bellfort to Greenway Plaza. Tickets available.		

GENERAL SERVICE DESCRIPTION

Park and Ride Commuter service open to the General Public. Service averages 252 service days per year utilizing County owned fleet and contractor owned fleet as necessary. Reference Service Schedule in RFP Document.

CONTRACTOR RESPONSIBILITIES

Contractor will be responsible for scheduling and assigning drivers and buses according to the run cut for the day, carry out the service and dispatch all vehicles. Contractor is responsible for handling all cancelled ride calls and "where's my ride" calls, maintaining Trapeze dispatching software in real-time, re-routing as necessary, maintaining On-Time performance goals for timed stops, accommodating service interruptions (incidents, accidents, traffic congestion etc) and update dispatch software as applicable. Contractor will be responsible for insuring data entered into dispatching software is accurate. Fare Collection and Reporting to be performed by Contractor. Guaranteed Ride Home service to be provided for registered passengers.

NOTE: Fort Bend County reserves the right to adjust the service parameters as necessary over the course of the contract. Service parameter adjustments may include, but not be limited to, increases or decreases in the number of service hours, service days, vehicles used, vehicle size utilized etc. Contractor will be notified at least 30 days in advance of any service parameter adjustment.


Approved by Public Transportation Director

11-13-11
Date

jm

**FORT BEND COUNTY PUBLIC TRANSPORTATION
SERVICE PLAN**

SERVICE PLAN NAME:	Galleria/Yorktown/Post Oak Commuter Service		
START DATE:	01/01/12	END DATE:	Automatically renews annually unless otherwise notified in writing
SERVICE DAYS:	Monday through Friday		
HOURS OF OPERATION:	Reference Service Schedule in RFP Document		
NUMBER OF VEHICLES	Daily Avg. - 5		
MINIMUM SERVICE HOURS PER DAY PER VEHICLE:	Daily Avg. 6		
MAXIMUM SERVICE HOURS PER DAY PER VEHICLE:	Daily Avg. 6		
RATE PER HOUR (COUNTY OWNED VEHICLE):	See Contract Price Exhibit		
RATE PER HOUR (CONTRACTOR OWNED VEHICLE):	See Contract Price Exhibit		
FARE RATE(S):	\$2.25 UofH/AMC to Uptown/Galleria Tickets available.		

GENERAL SERVICE DESCRIPTION

Park and Ride Commuter service open to the General Public. Service averages 252 service days per year utilizing Contractor owned fleet and contractor owned fleet as necessary. Reference Service Schedule in RFP Document.

CONTRACTOR RESPONSIBILITIES

Contractor will be responsible for scheduling and assigning drivers and buses according to the run cut for the day, carry out the service and dispatch all vehicles. Contractor is responsible for handling all cancelled ride calls and "where's my ride" calls, maintaining Trapeze dispatching software in real-time, re-routing as necessary, maintaining On-Time performance goals for timed stops, accommodating service interruptions (incidents, accidents, traffic congestion etc) and update dispatch software as applicable. Contractor will be responsible for insuring data entered into dispatching software is accurate. Fare Collection and Reporting to be performed by Contractor. Guaranteed Ride Home service to be provided for registered passengers.

NOTE: Fort Bend County reserves the right to adjust the service parameters as necessary over the course of the contract. Service parameter adjustments may include, but not be limited to, increases or decreases in the number of service hours, service days, vehicles used, vehicle size utilized etc. Contractor will be notified at least 30 days in advance of any service parameter adjustment.


Approved by Public Transportation Director

11-15-11
Date

jm

**FORT BEND COUNTY PUBLIC TRANSPORTATION
SERVICE PLAN**

SERVICE PLAN NAME:	Guaranteed Ride Home		
START DATE:	1/1/2012	END DATE:	Automatically renews annually
SERVICE DAYS:	Monday through Friday, excluding County holidays		
HOURS OF OPERATION:	Operated during the same hours/days as all commuter service.		
NUMBER OF VEHICLES	As Needed		
MINIMUM SERVICE HOURS PER DAY PER VEHICLE:	0.0		
MAXIMUM SERVICE HOURS PER DAY PER VEHICLE:	As Needed		
RATE PER HOUR (COUNTY OWNED VEHICLE):	See Contract Price Exhibit		
RATE PER HOUR (CONTRACTOR OWNED VEHICLE):	See Contract Price Exhibit		
FARE RATE(S):	Three (3) free rides per passenger per year. User has option of using more trips at their own expense. Rate to user must not exceed County rate.		

GENERAL SERVICE DESCRIPTION

Contractor is to provide transportation to and/or from Fort Bend County commuter service destinations in Harris County and Fort Bend County Park and Ride lot locations within Fort Bend County. Fort Bend County will receive requests for registration, maintain counts of the number of rides provided by passenger and receive requests for service. Contractor will be provided with the registration list with each update. Contractor will be notified by Fort Bend County when a request for service is received.

CONTRACTOR RESPONSIBILITIES

Contractor will provide trips to referred registered users of Fort Bend County commuter services within one hour of receiving a request from the passenger. Contractor may receive and perform requests for services directly from passengers. Contractor may utilize any vehicle type to perform services. Contractor must be able to provide/accommodate ADA trips on demand. Contractor may re-route buses/vans in other modes of service to accommodate a Guaranteed Ride Home as long as it does not adversely affect performance of the other mode.

NOTE: Fort Bend County reserves the right to adjust the service parameters as necessary over the course of the contract. Service parameter adjustments may include, but not be limited to, increases or decreases in the number of service hours, service days, vehicles used, vehicle size utilized etc. Contractor will be notified at least 30 days in advance of any service parameter adjustment.


Approved by Public Transportation Director


Date

jm

EXHIBIT C – PERFORMANCE-BASED INCENTIVES/DAMAGES

me

Fort Bend County Performance Standards:

Performance revenue adjustments will not be applied during the first 3 months of the contract. Thereafter performance adjustments will be applied to each review period's billed hours based upon the level of performance achieved for the review period as compared to the established goals. Days on which conditions beyond the contractors control result in unusual circumstances which adversely impact performance vs. the established standards will be removed from the performance standards calculation for the review period. Such circumstances will include, but are not limited to, severe weather, unusual traffic delays or emergency actions that impact service delivery. Material changes that impact established standards will be reviewed and adjusted as mutually agreed based on the average achieved during the review period. Performance goals, standards and methods of calculation may be adjusted from time to time as necessitated by service changes and/or as mutually agreed.

Safety and Security: NTD reportable incidents for the entire service shall be reviewed quarterly and will be will be less than 1.5 per 100,000 miles as averaged over the period, rounded down to the nearest tenth. Failure to achieve this goal will result in an invoice adjustment of - \$.10 per billable hour for each NTD Reportable accident over the goal.

From the NTD Safety and Security Glossary a Reportable Incident is defined as follows: A safety or security incident occurring on transit property or otherwise affecting revenue service that results in one or more of the following conditions:

- A fatality confirmed within 30 days of the incident
- An injury requiring immediate medical attention away from the scene for one or more persons
- Property damage equal to or exceeding \$25,000
- An evacuation for life safety reasons; or
- A mainline derailment.

Vehicle Failures: A vehicle failure is an incident resulting in a maintenance service call for a mechanical breakdown or equipment failure that prevents a revenue vehicle from completing the current route or run without immediate repair or replacement. Both Major Failures (incidents that require a vehicle to be towed back to base) and Other Failures (incidents that can be corrected on location, or which allow the vehicle to be driven back to base) shall be counted. The standard measure for Vehicle Failures shall be the average of total system miles between failures as measured by total system miles traveled for the review period divided by total failures for the billing period. If average fleet age exceeds 5 years, during the life of the contract the Vehicle Failure standard will be adjusted as mutually agreed. The invoice total shall be adjusted by +/- \$.10/hour for failure variance of 25% from the goal.

Example:

Vehicle Failure Goal = 7,500 miles between failures.

Exceed Goal = 10,000 miles = \$.10/hr adjustment.
Fail to achieve = 5,000 miles/failure = -\$.10/hr adjustment.

Maintenance: The Preventative Maintenance (PM) service schedule established in the Fort Bend County Operation Standards will be followed. Requests to modify those standards must be approved in writing by Fort Bend County. PM Services performed within 10% of the agreed mileage interval will be deemed on time. Preventative Maintenance will be reported for the vendor's maintenance tracking software, and a detailed report provided to Fort Bend County each week.

Fewer than 95% On Time: -\$.05 per hour adjustment.
95%-100% On Time: No Adjustment

Demand Response On-Time Performance: On time performance will be based on the average of the average of Scheduled On Time within the 15 minute +/- window and Appointment On Time as reported on the Fort Bend County monthly service report.

95% - 100% +.10 /hr
85% - 95% No Adjustment
Less than 85% - .10/hr

Fixed Route, Point Deviation and Commuter Shuttle OTP: On time performance for Fixed Route Services will be measured based on vehicle arrival at scheduled stops as recorded in Trapeze routing software. A vehicle more than 5 minutes late to a scheduled stop on a fixed route shall be considered late at that stop. On time performance will be calculated as the total number of stops on time divided by the total number of scheduled stops. It is expected that over 95% of trips will be performed on time.

Less than 95% On Time: -\$.05 per hour adjustment.
95 to 100% On Time: No Adjustment



EXHIBIT D – THIRD PARTY INSPECTION

jm

Inspection efforts will include review of the following:

Undercarriage

- Identification of compressed air, air conditioning, coolant, and other fluid leaks.
- Check and verify torque of critical bolts and fasteners.
- Inspect wiring and protection from abrasion and sharp edges.
- Inspect for proper grade of bolts, appropriate type and application of blind fasteners.
- Check for proper materials, routing and support of rigid and flexible lines for power steering, transmission, pressure and electrical sensors, coolant, brakes, wheelchair lift primary connections, and manual override.
- Check function of heating and air conditioning piping, sensors, compressor support, and vibration isolation.
- Inspect front suspension and shock absorber condition.
- Inspect drive train components and supporting electrical, and fluid systems.
- Check air system for air leaks including brakes, suspension, accessories, and throttle.
- Check for structural damage such as weld cracks, bent or scared undercarriage components.

Interior

- Instrumentation - Verify accessibility and function, and readability of instrument and indicators with steering wheel in straight ahead position.
- Exit Signal -verify function of chimes switch tapes located near interior lighting fixtures with driver-controlled by-pass switch.
- Inside Mirror - Verify presence and adjustability of inside mirrors and that they do not obscure right outside mirror.
- Verify the proper fastening of barriers, panels, standee rails and seats.
- Check cleanliness and condition of floor covering, ducting, interior panels, molding, supports

- Check doors for proper operation speed, sensitive edges and interlock.
- Check integrity of circuit terminals in application and installation.
- Verify condition of all interior doors for appearance, fit, and function, panels for door operating mechanisms and other doors open and lock with or without special tools.
- Inspect all windows for excessive scratches, proper opening and closing functions and proper weather sealing. Check for proper emergency release function.
- Inspect seating condition and operation for wheelchair positions and tie downs.
- Destination Signs - Verify specified signs, decals, and instruction plates. Verify presence and function of destination signs on the front and right side of coach. In the case of electronic signs check all sign wiring routings, integrity of electronics mountings; verify that monitor matches sign selected; verify illumination with master switch; inspect seal of units and accessibility to windows and mechanism.
- Wheelchair lift - Verify accessibility and function of all switches, controls, cycle counters, and safety sensors. Verify level, and angles of platform, handrails, and barriers. Verify weight requirements of platform and smooth operation of lift.

Exterior

- Body - Inspect for fit and sealing, lack of distortion and strain points at fasteners, proper sealing and finish. Run through bus wash to test for water leakage.
- Rain Gutters - Verify installation of rain gutters over the passenger windows and doors; inspect for dams or obstructions in gutters.
- Doors - Inspect door installation for fit and sealing check for proper closure and tightness. Check for safety control, proper wiring and line routing.
- Exterior lighting - Verify type and function of headlights, marker lamps, turn signals lights, and curb area lighting.
- Outside Mirrors - Verify specified mirrors, rear field of vision.
- Check for body damage and paint deterioration.
- Bumper Material - Verify original specified color and material.

Engine Compartment

- Inspect installation; check for improper line or wire routing, proper inspect for leaks and possible long-term problem situation.
- Proper materials, routing and support of rigid and flexible lines
- Inspect engine compartment for proper steaming and signs of fluid leaks.
- Listen for abnormal noises; check for harmonic vibrations I lines, may require added line support if found.
- Fuel Tank and Filter - Verify fuel filters and tank installation.
- Exhaust Locations - Verify specified exhaust pipe routing and installation, straps and proper discharge and absence of leakage.
- Batteries - Verify rating of batteries; verify correct positioning and sacrament.
- Junction and component box integrity for electrical components

Records

- Inspect vehicle maintenance records to verify compliance with established preventative maintenance schedules and for more recent component changes (tires, batteries, brakes, etc.).

Road Test

- As part of the inspection phase, Inspector will witness each road test as performed by the Contractor maintenance staff or County staff, riding in each vehicle and listening for abnormal power train noises and interior rattles as well as observing for proper shift points, acceleration, braking performance and brake efficiency utilizing electronic brake meter, ride quality, and appropriate functioning of other vehicle systems.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/21/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-212-994-7100 Arthur J. Gallagher Risk Management Services, Inc. 444 Madison Avenue 20th Floor New York, NY 10022	CONTACT NAME: PHONE (A/C No. Ext): 212-994-7100		FAX (A/C, No): 212-994-7047
	E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:		
INSURED FIRST TRANSIT INC 600 Vine Street, Suite 1400 Cincinnati, OH 45202	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: INSURANCE CO OF THE STATE OF PA		19429
	INSURER B: NATIONAL UNION FIRE INS CO OF PITTS		19445
	INSURER C: NEW HAMPSHIRE INS CO		23841
	INSURER D:		
	INSURER E:		
INSURER F:			


COVERAGES **CERTIFICATE NUMBER:** 24156977 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	X	GL1737923 (10MM AGG)	12/31/10	12/31/11	EACH OCCURRENCE	\$ 5,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,000,000
						MED EXP (Any one person)	\$ 50,000
						PERSONAL & ADV INJURY	\$ 5,000,000
						GENERAL AGGREGATE	\$ 10,000,000
						PRODUCTS - COMP/OP AGG	\$ 5,000,000
							\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	CA5273862 (MA) CA5273859 (AOS) CA5273864 (VA)	12/31/10	12/31/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
B				12/31/10	12/31/11	BODILY INJURY (Per person)	\$
B				12/31/10	12/31/11	BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	X	1178527 (FL) & 1232492 (TX) 12/31/10 12/31/11 1178583 (AOS) 12/31/10 12/31/11 1178531 (IL,NY), 1232493 (WI) 12/31/10 12/31/11 117 85 30 (MA), 1178529 (CA) 12/31/10 12/31/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Fort Bend County and the members of Commissioners Court are included as additional insured (blanket endorsement) solely with respect to General and Automobile Liability coverage as evidenced herein as required by written contract with respect to work performed by the named insured. A waiver of subrogation included under the Workers Compensation policy as required by written contract.

Notice of Cancellation: 30 Days written notice/10 Days for non-pay

CERTIFICATE HOLDER Fort Bend County Public Transportation 301 Jackson Street Richmond, TX 77465 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AMENDMENT TO TRANSPORTATION SERVICES AGREEMENT
BETWEEN FORT BEND COUNTY AND FIRST TRANSIT, INC.**

THIS AMENDMENT is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and First Transit, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain Transportation Services Agreement Between Fort Bend County and First Transit, Inc., (hereinafter the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference; and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Term.** The first sentence of Section 1.1 shall be replaced with the following:

The term of this Agreement shall commence on the date of execution by both parties and shall continue through December 31, 2012.

2. **Compensation and Billing.** Section 3.3 shall be replaced with the following:

3.3 Fuel

3.3.1 County will provide all fuel to be used in the service of this Agreement for County owned vehicles at no cost to vendor. Should fuel be used for services performed in County owned vehicles that are not eligible for tax exemption, Contractor will document all time and miles performed, and the fuel gallons consumed and will compensate County for all fuel at County's current rate plus \$0.02/gallon for handling. Contractor will be responsible for paying all fuel taxes for non-qualifying services. County will provide fuel to existing County fueling sites at no charge to Contractor. Should Contractor elect to provide additional fuel tanks at either County owned facilities or Contractor owned facilities, Contractor will compensate County for fuel deliveries to these additional sites at either the current contracted rate for fuel deliveries or at the rate of \$0.02/gallon for handling, whichever is less.

3.3.2 Contractor will provide all fuel to be used in the service of this Agreement for Contractor owned vehicles. County will reimburse



Contractor for the cost of fuel used in the service of this Agreement for Contractor owned vehicles. All Contractor requests for reimbursement must be supported by copies of original fuel invoices. Contractor requests for reimbursement for fuel expenses shall be submitted with Contractor's monthly invoices.

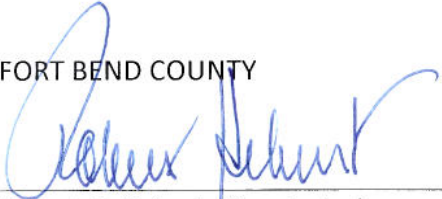
3. **Facilities.** The last sentence of Section 21.3 shall be replaced with the following:

Contractor is responsible for the reasonable cost of routine maintenance, pest control, and cleaning services. Routine maintenance, pest control, and cleaning services will be provided by County.

4. **Exhibit A.** Exhibit A to the Agreement shall be replaced with the attached Exhibit B.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

FORT BEND COUNTY


Robert E. Hebert, County Judge
12-20-2011

FIRST TRANSIT, INC.


Authorized Agent- Signature

Authorized Agent- Printed Name

Title

Date

ATTEST:


Dianne Wilson, County Clerk

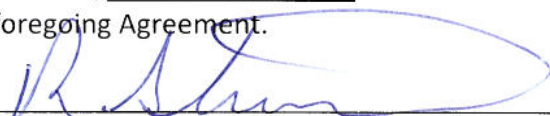




AUDITOR'S CERTIFICATE

additional

I hereby certify that funds in the amount of \$ _____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor



EXHIBIT B

jm

EXHIBIT A

SERVICE DESCRIPTION	JANUARY 1, 2012 THROUGH APRIL 30, 2013				MAY 1, 2013 THROUGH DECEMBER 31, 2018			
	CONTRACTOR VEHICLE		COUNTY VEHICLE		CONTRACTOR VEHICLE		COUNTY VEHICLE	
	DEMAND RESPONSE POINT DEVIATION	FIXED ROUTE COMMUTER PARK & RIDE	DEMAND RESPONSE POINT DEVIATION	FIXED ROUTE COMMUTER PARK & RIDE	DEMAND RESPONSE POINT DEVIATION	FIXED ROUTE COMMUTER PARK & RIDE	DEMAND RESPONSE POINT DEVIATION	FIXED ROUTE COMMUTER PARK & RIDE
ALL SERVICES - RATE PER VEHICLE PER SERVICE HOUR COMBINED COUNTY OWNED/CONTRACTOR OWNED FACILITY	\$52.89	\$52.24	\$42.19	\$41.54	\$52.80	\$51.12	\$42.10	\$40.42
TMC COMMUTER SERVICE - RATE PER VEHICLE PER SERVICE HOUR COMBINED COUNTY OWNED/CONTRACTOR OWNED FACILITY	-	\$52.38	-	\$38.24	-	-	-	-
Guaranteed Ride Home Rate - Price per trip for Registered Users	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00

\$150,000 Annually

ANNUAL RATE MANAGEMENT SUPPORT
 ADDITIONAL STAFF RATE PER PERSON PER HOUR
 RESERVATIONS
 DISPATCHING
 SCHEDULING

RATES BASED ON ANNUAL ESTIMATE FROM RFP
 Demand Response Bid Hrs 56,904
 Fixed Route Bid Hrs 29,422
 TOTAL BID HOURS: 86,326

Rates subject to escalation request under contract Section 4, Escalation.
 TMC Rates are fixed through April 30, 2013 after which the rate for TMC will be the regular Fixed Route Rates

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AMENDMENT NO. 2 TO TRANSPORTATION SERVICES AGREEMENT
BETWEEN FORT BEND COUNTY AND FIRST TRANSIT, INC.**

THIS AMENDMENT is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and First Transit, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain Transportation Services Agreement Between Fort Bend County and First Transit, Inc., as amended on December 20, 2011, (hereinafter the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference; and

WHEREAS, the parties desire to amend the Agreement to include the final Marketing/Support Services plan described in Section 2.5 of the Agreement.

NOW, THEREFORE, the parties do mutually agree as follows:

1. Contractor shall render marketing and support services as described in the Marketing/Support Services plan (attached hereto as Exhibit B).
2. Billing cycles for marketing and support services shall run from the first of the month through the 15th of the month and from the 16th of the month through the last day of the month. The first monthly invoice must be submitted to County by Contractor by the 20th of the month and the second monthly invoice must be submitted to County by Contractor by the 5th day after the month ends. Each invoice shall include 1/24 of the annual Subcontracted Services amount identified in the attached Exhibit B and all supporting documentation for related marketing and support expenses. County shall review such invoices and approve them within 5 business days with such modifications as are consistent with the Agreement and forward same to the Auditor for processing. Upon approval of an invoice, County shall authorize payment to Contractor for authorized services satisfactorily performed. Acceptance of such payment by Contractor shall constitute full compensation for all management/support services performed and any necessary expenses incurred by Contractor in performance of this Agreement. County will make payment to Contractor within thirty (30) days of approval of an invoice.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

jm

FORT BEND COUNTY

Robert E. Hebert

Robert E. Hebert, County Judge

FIRST TRANSIT, INC.

John Mathews

Authorized Agent- Signature

John Mathews

Authorized Agent- Printed Name

Region Vice President

Title

2-28-12

Date

ATTEST:

Dianne Wilson

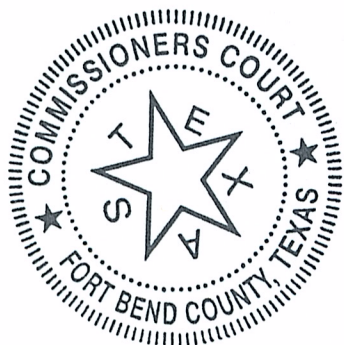
Dianne Wilson, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$4,704,212⁰⁰ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant

Robert Ed Sturdivant, County Auditor



me

EXHIBIT B

Fort Bend Transit marketing and support services scope of work:

Contractor will subcontract with a vendor to provide Marketing and Customer Service support functions for all Fort Bend County Transit Services. Contractor will direct and manage Contractor's subcontractor to ensure the satisfactory completion and delivery of the services and products described in the scope of work including but not limited to the following:

Marketing and Promotion: Provide marketing and promotion services for all Fort Bend County transit services (Commuter, Demand Response, and Fixed Route). These services will include the following:

- Representation of Fort Bend Transit at promotional events, transportation fairs, meetings, and similar events averaging approximately 2-4 events a month.
 - Meeting schedule to be arranged in advance and approved by designated Fort Bend Transit staff.
 - Meeting Schedule will include both Commuter and Demand Response stakeholders in the Houston area and Fort Bend County areas.
 - Fort Bend County Fair – The Fair will be the priority event in September/ October. Book and pay for the booth and passes, arrange a schedule for brochures and supplies to be at the booth. Provide staffing of at least 2 shifts and assist in Set Up and Closing of the booth.
- Design, procurement, production and distribution of promotional items and literature including brochures, schedules, fares media, passenger guidelines, passenger notices, and other items as may be related to the promotion of Fort Bend Transit services.
- Production and posting signs and displays including route information at shelters, press releases, fliers, display boards and banners.
- Conduct passenger surveys, when requested by Fort Bend County including survey design, distribution, collection and compilation of survey data.
- Prepare postings of system closures, service changes, announcements, updates and similar communications for all electronic media sites. Directly responsible for the maintenance and update of the Social Media Sites including posting of approved notice of system closures, service changes, updates and similar communications. All postings must be approved in writing or by e-mail in advance of posting by the Director of Transportation. Fort Bend County staff will update and maintain the main Fort Bend Transit Website.

jm

- Production, distribution and posting of notices of system closures and changes, updates and similar communications at park and ride lots. Distribution of such notices to provider for distribution on buses as needed.
- Design and procurement of Print, Radio and Television and Electronic media ads as specified in the marketing and support services expense summary.
- All postings, changes, and updates, must be approved by the Director of Fort Bend County Transit prior to posting, publication or distribution.

Fare Media Sales: Manage, procure, and provide for design, production and distribution of fare media for all services. This will include weekly tracking of total inventory from all sales locations to meet Fort Bend County standards, and secure storage of ticket books. Tracking process is subject to Audit. Notify Fort Bend County of the need to order additional books based on inventory, obtain approval for such orders, and manage the order and production process. Establish and maintain vendors in Houston and Fort Bend County service areas, and will assist with identifying new vendors as needed. Responsible for delivery of ticket books, collection of receivables in keeping with Fort Bend County standards, and accounting for totals used by vendors in Houston and Fort Bend County. Sites in the Houston and/or Fort Bend County Area may be added or changed from time to time as needed.

Customer Information Calls / E-mails: Responsible for receiving and responding to customer information requests by phone and e-mail. Customer service calls and e-mails will be logged, with a brief description of the request, the response, date and time of request and customers name and contact information if available.

Expenses: Expenses incurred must be approved in writing in advance. Expenses not approved in advance will not be compensated. Expenses must be supported by detailed invoices from the vendors providing the approved goods or services.

Marketing and Support Services Expense Summary		Projected 2012 expenses
Marketing services for all Fort Bend Transit services.		
Collaterals	Collateral materials for use as promotional items.	\$ 1,300.00
System Information	General Information brochures, route schedules, fact cards, passenger notices, customer service surveys, and passenger guidelines.	\$ 8,300.00
Advertising	Print Ads & radio and television spots, website maintenance and fees associated with these types of media.	\$ 10,000.00
Other Expenses	Miscellaneous expenses for marketing including translation fees, design work, mileage, parking, postage, and event registration fees.	\$ 4,700.00
Signs and Displays	Route Information Signs at shelters and stops, Various Fliers, Signs, Press Releases, Display Board Graphics (Poly-Vinyl Tac Sheets), and banners.	\$ 1,200.00
Ticket Books	Ticket Books and/or Fare Media for all services	\$ 9,500.00
	Subtotals	\$35,000.00
Subcontracted Services	Sub-Contracted Services includes assignment of 2 staff members for services.	\$115,000.00
Grand Totals		\$150,000.00

Expense allocation may be redirected within listed categories to meet operational priorities however not to exceed \$150,000.00

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STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AMENDMENT NO. 3 TO TRANSPORTATION SERVICES AGREEMENT
BETWEEN FORT BEND COUNTY AND FIRST TRANSIT, INC.**

THIS AMENDMENT is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and First Transit, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain Transportation Services Agreement Between Fort Bend County and First Transit, Inc., as amended on December 20, 2011, and February 28, 2012 (hereinafter the "Agreement"), incorporated by reference; and

WHEREAS, the parties desire to further amend the Agreement to make changes to the Compensation and Billing provisions described in Section 3 of the Agreement:

NOW, THEREFORE, the parties do mutually agree amend the Agreement as follows:

1. Exhibit A referenced in Subsection 3.1 of the Agreement is replaced with the updated schedule of rates as set forth in Exhibit A, attached hereto and incorporated by reference.
2. Subsection 3.3 shall be replaced with the following language:
 - 3.3 County will provide all fuel to be used in the service of this Agreement at no cost to Contractor. Should fuel be used for services performed that are not eligible for tax exemption, whether in Contractor or County owned vehicles used for transportation services or requested by County, Contractor shall replace such fuel at its own expense.
 - 3.3.1 Contractor shall document all time and miles performed, and the fuel gallons consumed on "Charter, Training and other Non-Exempt Vehicle Usage Report" (hereinafter the "Use Report"), attached as Attachment "1" and incorporated by reference. Failure by Contractor to complete and return Use Report and related refueling receipts upon return may result in Contractor being prohibited from seeking any adjustment.
 - 3.3.2 Upon the return of the vehicle from performing services not eligible for tax exemption, Contractor shall return the vehicle with a full tank of fuel, regardless of fuel level upon departure. Contractor must replace fuel with mid-grade purchased on the open market and a copy of the fuel receipt showing the date, fuel type, gallons pumped,

bee

price per gallon, fuel tax and total must be attached to the Use Report. For purposes of a trip to perform services not eligible for tax exemption, Contractor is prohibited from refueling at a County refueling station. Failure by Contractor to return vehicles with a full tank of fuel may result in Contractor being prohibited from seeking any adjustment.

3.3.3 County shall have the right to withhold payment pending remedy between County and First Transit.

3.3.4 Should County incur any fuel tax penalties as a result of Contractor's failure to comply, Contractor will be held responsible for the penalty.

3. Exhibit C referenced in Subsection 3.4 of the Agreement is replaced with the County's Performance-based Incentives and Minimum Operating Goals set forth in Exhibit C, attached hereto and incorporated by reference. The performance adjustments under the new Incentives and Goals shall begin with the October 2014 through December 2014 review period.
4. This Amendment No. 3 shall be effective November 1, 2014 and, shall remain in effect throughout the term of the Agreement and any subsequent Amendments, including periods of renewal.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

FORT BEND COUNTY

Robert E. Hebert, County Judge

10-28-2014

FIRST TRANSIT, INC.

Authorized Agent- Signature

Beverly A. Edwards

Authorized Agent- Printed Name

Sr. Vice President

Title

10/24/2014

Date

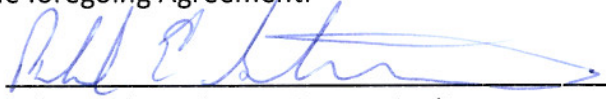
ATTEST:

Dianne Wilson, County Clerk



AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 4,700,000⁰⁰ are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

bill

EXHIBIT A

see

SERVICE DESCRIPTION	JANUARY 1, 2012 THROUGH APRIL 30, 2013				MAY 1, 2013 THROUGH OCTOBER 31, 2014				NOVEMBER 1, 2014 THROUGH DECEMBER 31, 2018			
	CONTRACTOR VEHICLE		COUNTY VEHICLE		CONTRACTOR VEHICLE		COUNTY VEHICLE		CONTRACTOR VEHICLE		COUNTY VEHICLE	
	DEMAND RESPONSE POINT DEVIATION	FIXED ROUTE COMMUTER PARK & RIDE	DEMAND RESPONSE POINT DEVIATION	FIXED ROUTE COMMUTER PARK & RIDE	DEMAND RESPONSE POINT DEVIATION	FIXED ROUTE COMMUTER PARK & RIDE	DEMAND RESPONSE POINT DEVIATION	FIXED ROUTE COMMUTER PARK & RIDE	DEMAND RESPONSE POINT DEVIATION	FIXED ROUTE COMMUTER PARK & RIDE	DEMAND RESPONSE POINT DEVIATION	FIXED ROUTE COMMUTER PARK & RIDE
ALL SERVICES - RATE PER VEHICLE PER SERVICE HOUR COMBINED COUNTY OWNED/CONTRACTOR OWNED FACILITY	\$52.89	\$52.24	\$42.19	\$41.54	\$52.80	\$51.12	\$42.10	\$40.42	\$55.97	\$54.19	\$44.63	\$42.85
TMC COMMUTER SERVICE - RATE PER VEHICLE PER SERVICE HOUR COMBINED COUNTY OWNED/CONTRACTOR OWNED FACILITY	-	\$52.38	-	38.24	-	-	-	-	-	-	-	-
GUARANTEED RIDE HOME RATE PRICE PER TRIP FOR REGISTER USERS	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00

EXHIBIT C

FORT BEND COUNTY PERFORMANCE STANDARDS

QUARTERLY INCENTIVE FLAT AMOUNTS

INCENTIVE MEASURE	NEW INCENTIVE AMOUNT	
	<u>Incentive</u>	<u>Disincentive</u>
<u>Safety & Security</u>		
NTD Reportable Incidents <1.5 per 100,000miles	\$ -	\$ -
** Disincentive is -0.10 per reportable incident	\$ -	\$ (2,250)
<u>Vehicle Failures</u>		
Exceed goal: 10,000 miles between failures	\$ 2,250	\$ -
Goal: 5,000 - 9,999 miles between failures	\$ -	\$ -
Fail to meet goal: less than 5,000 between failures	\$ -	\$ (4,250)
<u>Maintenance (PM)</u>		
Goal 95% - 100% on time	\$ -	\$ -
Less than 95% on time	\$ -	\$ (4,250)
<u>DR/NF - OTP</u>		
95%-100% OTP	\$ 3,000	\$ -
90%-94.99% OTP	\$ 1,500	\$ -
85%-89.99% OTP	\$ -	\$ -
80%-84.99% OTP	\$ -	\$ (3,000)
Below 80% OTP	\$ -	\$ (4,500)
<u>CB/MB - OTP (for all stops)</u>		
95%-100% OTP	\$ 3,000	\$ -
90%-94.99% OTP	\$ -	\$ -
85%-89.99% OTP	\$ -	\$ (1,500)
80%-84.99% OTP	\$ -	\$ (3,000)
Below 80% OTP	\$ -	\$ (4,500)
Est. MAX Incentive-Disincentive	\$ 8,250	\$ (19,750)

Average Quarterly Service Costs: \$988,000

0.84%

-2.00%

Notes:

Average service costs are approximately \$988,000 per quarter. The max disincentive as shown represents 2.00% of service costs and the max incentive as shown represents approximately .084% of service costs.

ATTACHMENT 1

Done

Fort Bend County Public Transportation

Charter, Training and other Non-Exempt Vehicle Usage Report

Vehicle #	
Driver Name	
Odometer Reading at Departure	
Fuel Level at Departure (circle one)	E 1/4 1/2 3/4 F
Departure Date / Time	
Purpose of Trip / Run Description	
Return Date / Time	
Odometer Reading at Return	
Fuel Level at Return (circle one)	REQUIRED: Full Tank
Comments:	

IMPORTANT NOTICE!!
 You are required to return this vehicle with a **FULL** fuel tank regardless of the fuel level upon departure. Replacement fuel must be **mid-grade** purchased in the open market and a copy of the fuel receipt showing the date, fuel type, gallons pumped, price per gallon, fuel tax and total cost must be attached.

For purposes of this trip, **Contractor is prohibited from refueling at a County fueling station.**

ATTACH FUEL RECEIPT

Charter Detail

Paid Time On / Off	
Report / End Time	
Pick Up Time/Location	
Return Time/Location	
Team / Group	
Contact Name / Number	
Passenger Count	
Dispatch Phone #	281-633-7770
Special Instructions & Maps:	

IMPORTANT NOTICE!!
 Return this Cover Page to receive credit for this trip.

Signatures

Driver Signature		Date Signed	
Approval Signature		Date Signed	

bce

ATTACHMENT D

VEHICLE INVENTORY LIST

FORT BEND COUNTY TRANSIT VEHICLE INVENTORY

COUNTY UNIT NO.	LICENSE PLATE NO.	VIN NO.	YEAR	MAKE	MODEL	VEHICLE TYPE	FUEL TYPE	ACQUISITION DATE	Mileage May 1, 2015
K-125	227-344	1FDXE45P56HB29886	2006	Ford	El Dorado Aerotech	III	diesel	June 9, 2006	221,595
P-002	108-5260	1FDXE45P49DA47204	2010	Ford	El Dorado Aerotech	III	diesel	February 10, 2010	144,579
P-003	108-5261	1FDXE45P29DA92304	2010	Ford	El Dorado Aerotech	III	diesel	February 10, 2010	192,278
P-004	108-5262	1FDXE45P49DA92305	2010	Ford	El Dorado Aerotech	III	diesel	February 10, 2010	178,061
Q-001	110-2815	1GB9G5A67A1123992	2010	Chevrolet	Challenger	III	diesel	October 28, 2010	208,965
Q-002	110-2820	1GBJG316791170629	2010	Chevrolet	Crusader	II	diesel	October 28, 2010	247,006
Q-003	108-5351	1GB9G5A61A1123504	2010	Chevrolet	Challenger	III	diesel	November 9, 2010	7,972
Q-005	108-5356	1GBJG316X91171371	2010	Chevrolet	Crusader	II	diesel	November 19, 2010	241,568
Q-006	108-5357	1GBJG316191167421	2010	Chevrolet	Crusader	II	diesel	November 19, 2010	233,669
Q-007	108-5358	1GBJG316291168092	2010	Chevrolet	Crusader	II	diesel	January 4, 2011	234,386
Q-008	108-5359	1GB9G5A62A1124869	2010	Chevrolet	Challenger	III	diesel	November 19, 2010	220,574
Q-009	108-5360	1FVACXDT0BHAW7847	2011	Freightliner	Defender	11	diesel	November 19, 2010	163,336
Q-010	108-5361	1FVACXDT2BHAW7848	2011	Freightliner	Defender	11	diesel	November 19, 2010	172,760
Q-011	108-5362	1FVACXDT4BHAW7849	2011	Freightliner	Defender	11	diesel	November 30, 2010	177,622
Q-012	108-5363	1FVACXDT0BHAW7850	2011	Freightliner	Defender	11	diesel	November 30, 2010	172,252
Q-013	108-5364	1FVACXDT4BHAW7852	2011	Freightliner	Defender	11	diesel	November 30, 2010	167,323

FORT BEND COUNTY TRANSIT VEHICLE INVENTORY

COUNTY UNIT NO.	LICENSE PLATE NO.	VIN NO.	YEAR	MAKE	MODEL	VEHICLE TYPE	FUEL TYPE	ACQUISITION DATE	Mileage May 1, 2015
Q-014	108-5365	1FVACXDT6BHAW7853	2011	Freightliner	Defender	11	diesel	November 30, 2010	143,954
Q-017	108-5372	1GBJG316691167821	2009	Chevrolet	Crusader	II	diesel	December 3, 2010	198,505
Q-018	108-5373	1GB9G5A6XA1123761	2010	Chevrolet	Challenger	III	diesel	December 3, 2010	132,404
Q-019	108-5374	1FVACXDT8BHAW7854	2011	Freightliner	Defender	11	diesel	December 3, 2010	174,908
Q-020	110-2850	1FVACXDTXBHAW7855	2011	Freightliner	Defender	11	diesel	December 3, 2010	168,723
Q-021	110-2851	1FVACXDT3BHAW7857	2011	Freightliner	Defender	11	diesel	December 20, 2010	112,567
Q-022	110-2853	1FVACXDT1BHAW7856	2011	Freightliner	Defender	11	diesel	December 20, 2010	144,308
Q-024	110-2858	1FVACXDT2BHAW7851	2011	Freightliner	Defender	11	diesel	January 24, 2011	151,346
Q-040	112-1052	1GB6G5BL1B1116724	2011	Chevrolet	Goshen	III	diesel	April 11, 2011	167,520
Q-041	112-1053	1GB6G5BL2B1116344	2011	Chevrolet	Goshen	III	diesel	April 11, 2011	167,899
Q-042	110-2899	1GB6G5BL0B1116620	2011	Chevrolet	Goshen	III	diesel	April 20, 2011	162,200
Q-043	112-1050	1GB6G5BLXB1116527	2011	Chevrolet	Goshen	III	diesel	April 21, 2011	160,030
R-074	113-9381	1GB6G5BL0C1133824	2012	Chevrolet	Goshen	III	diesel	March 20, 2012	149,162
R-075	113-9380	1GB6G5BLXC1134737	2012	Chevrolet	Goshen	III	diesel	March 8, 2012	176,457
R-076	113-9382	1GB6G5BL2C1134778	2012	Chevrolet	Goshen	III	diesel	March 8, 2012	162,550
R-077	113-9383	1GB6G5BL9C1135295	2012	Chevrolet	Goshen	III	diesel	March 8, 2012	163,428

FORT BEND COUNTY TRANSIT VEHICLE INVENTORY

COUNTY UNIT NO.	LICENSE PLATE NO.	VIN NO.	YEAR	MAKE	MODEL	VEHICLE TYPE	FUEL TYPE	ACQUISITION DATE	Mileage May 1, 2015
R-078	113-9384	1GB6G5BL1C1134853	2012	Chevrolet	Goshen	III	diesel	March 20, 2012	153,292
S-004	115-0581	2C4RDGBG6CR369681	2012	Dodge	Amerivan	VII	unleaded	December 20, 2012	90,133
S-005	115-0582	2C4RDGBG8CR369682	2012	Dodge	Amerivan	VII	unleaded	December 20, 2012	129,171
S-006	115-0583	2C4RDGBG8CR369679	2012	Dodge	Amerivan	VII	unleaded	December 20, 2012	113,794
S-007	115-0584	2C4RDGBG4CR369680	2012	Dodge	Amerivan	VII	unleaded	December 20, 2012	78,865
S-008	115-0585	2C4RDGBG6CR369678	2012	Dodge	Amerivan	VII	unleaded	December 20, 2012	63,249
S-010	115-0589	1GB6G5BL8D1116609	2013	Chevrolet	Goshen	III	diesel	December 28, 2012	140,682
S-011	115-0590	1GB6G5BL0D1116748	2013	Chevrolet	Goshen	III	diesel	December 28, 2012	128,909
T-110	118-5926	1GB6G5BL6E1170153	2014	Chevrolet	Goshen	III	diesel	July 8, 2014	48,226
T-113	118-5937	1GB6G5BL4E1182141	2014	Chevrolet	Goshen	III	diesel	August 4, 2014	36,075
T-114	118-5936	1GB6G5BL6E1172033	2014	Chevrolet	Goshen	III	diesel	August 4, 2014	7,646
T-115	118-5935	1GB6G5BL7E1182196	2014	Chevrolet	Goshen	III	diesel	August 4, 2014	35,962
T-116	118-5938	1GB6G5BLXE1171886	2014	Chevrolet	Goshen	III	diesel	August 4, 2014	34,407
P-086	1102793	JTEBW3EH2A2044011	2010	Toyota	Highlander Hybrid	n/a	unleaded	May 4, 2010	18,192

Inventory List

81202	Fort Bend County	District	Houston				
Location	12550 Emily CT, Ste300	Address	12550 Emily CT, Ste 300				
City	Sugar Land	Contact Person	Paulette Shelton				
Telephone	281/243-6701	State	Tx	Zip	77478-0000		
Fax	281/243-6710	Section	Rural				
E-mail	sheltonp@co.fort-bend.tx.us	MPO	Houston-Galveston UTS				
No. of field off.	1	Yrtd Created	2005				
	Disposition Date	Agency Head	The Honorable Judge Robert Hebert				
License No.	1037294	Identification No	1FDXE45S47DB43498	Make	FORD	Type	3
Wheelchair	2	Ambulatory	15	Mileage	251,230	Model Year	2007
Condition Rating	Bad	Project		Purchase Price	61,577.00	Fuel Type	Gasoline
Owner	FORT BEND COUNTY			Leased			
Fta %	80	Txdot %		Other %	20		
Disposition Date		Vehicle #	M029	Last Update	11/24/2014	Updatedby	slewis2
Acceptance Date	4/15/2008						
License No.	1037295	Identification No	1FDXE45S57DB43509	Make	FORD	Type	3
Wheelchair	2	Ambulatory	15	Mileage	261,379	Model Year	2007
Condition Rating	Bad	Project	RPT0603/RPT070	Purchase Price	61,577.00	Fuel Type	Gasoline
Owner	FORT BEND COUNTY			Leased	No		
Fta %	0	Txdot %	80	Other %	20		
Disposition Date		Vehicle #	M043	Last Update	11/24/2014	Updatedby	slewis2
Acceptance Date	4/15/2008						
License No.	1085260	Identification No	1FDXE45P49DA47204	Make	FORD	Type	3
Wheelchair	2	Ambulatory	15	Mileage	143,951	Model Year	2010
Condition Rating	Fair	Project	VCR0902(12)042	Purchase Price	64,613.00	Fuel Type	Diesel
Owner	Fort Bend County			Leased	No		
Fta %	100	Txdot %		Other %			
Disposition Date		Vehicle #	P-002	Last Update	11/24/2014	Updatedby	slewis2
Acceptance Date	1/5/2010						
License No.	1085261	Identification No	1FDEF45P29DA92304	Make	FORD	Type	3
Wheelchair	2	Ambulatory	15	Mileage	182,304	Model Year	2010
Condition Rating	Fair	Project	RPT0802 - #7098	Purchase Price	64,613.00	Fuel Type	Diesel
Owner	Fort Bend County			Leased	No		
Fta %	100	Txdot %		Other %			
Disposition Date		Vehicle #	P-003	Last Update	11/24/2014	Updatedby	slewis2
Acceptance Date	1/5/2010						
License No.	1085262	Identification No	1FDXE45P49DA92305	Make	FORD	Type	3
Wheelchair	2	Ambulatory	15	Mileage	168,879	Model Year	2010
Condition Rating	Fair	Project	RPT0805(12)30 - 7	Purchase Price	52,170.00	Fuel Type	Diesel
Owner	Fort Bend County			Leased	No		
Fta %	80	Txdot %		Other %	20		
Disposition Date		Vehicle #	P-004	Last Update	11/24/2014	Updatedby	slewis2
Acceptance Date	1/5/2010						
License No.	1102815	Identification No	1GB9G5A67A1123992	Make	Champion	Type	3
Wheelchair	2	Ambulatory	16	Mileage	196,711	Model Year	2011
Condition Rating	Fair	Project	RPT 0903 51912F	Purchase Price	80,669.43	Fuel Type	Diesel
Owner	Fort Bend County			Leased	No		
Fta %	80	Txdot %	20	Other %			
Disposition Date		Vehicle #	Q-021	Last Update	1/9/2015	Updatedby	slewis2
Acceptance Date	10/8/2010						
License No.	1102851	Identification No	1FVACXDT3BHAW7857	Make	Ford	Type	11
Wheelchair	2	Ambulatory	32	Mileage	100,948	Model Year	2010
Condition Rating	Fair	Project	RPT0905(12) R1	Purchase Price	131,808.00	Fuel Type	Diesel
Owner	Texas Department of Transportation-PTN			Leased	No		
Fta %	100	Txdot %		Other %			
Disposition Date		Vehicle #		Last Update	1/12/2015	Updatedby	slewis2
Acceptance Date	11/17/2010						

Inventory List

81202	Fort Bend County			District	Houston		
Location	12550 Emily CT, Ste300			Address	12550 Emily CT, Ste 300		
City	Sugar Land			Contact Person	Paulette Shelton		
Telephone	281/243-6701	State Tx	Zip 77478-0000	Section	Rural		
Fax	281/243-6710			MPO	Houston-Galveston UTS		
E-mail	sheltonp@co.fort-bend.tx.us			Yrtd Created	2005		
No. of field off.	1	Disposition Date		Agency Head	The Honorable Judge Robert Hebert		
License No.	1102858	Identification No	1FVACXDT2BHAW7851	Make	Freightlin	Type	11
Wheelchair	2	Ambulatory	22	Mileage	134,223	Model Year	2010
Condition Rating	Fair	Project	RPT 0905 12 R1	Purchase Price	130,000.00	Fuel Type	Diesel
Owner	Fort Bend County			Leased	No		
Fta %		Txdot %		Other %			
Disposition Date		Vehicle #		Last Update	11/24/2014	Updatedby	slewis2
Acceptance Date	12/29/2010						
License No.	1102899	Identification No	1GB6G5BL0B1116620	Make	Goshen	Type	3
Wheelchair	2	Ambulatory	16	Mileage	142,293	Model Year	2011
Condition Rating	Fair	Project	RPT 1005 (12) 32	Purchase Price	75,134.00	Fuel Type	Diesel w/particulate trap
Owner	Fort Bend County			Leased	No		
Fta %		Txdot %	100	Other %			
Disposition Date		Vehicle #	Q042	Last Update	11/24/2014	Updatedby	slewis2
Acceptance Date	3/4/2011						
License No.	1121050	Identification No	1GB6G5BLXB1116527	Make	Goshen	Type	3
Wheelchair	2	Ambulatory	16	Mileage	151,608	Model Year	2011
Condition Rating	Fair	Project	RPT 1005 (12) 32	Purchase Price	75,134.00	Fuel Type	Diesel w/particulate trap
Owner	Fort Bend County			Leased	No		
Fta %		Txdot %	100	Other %			
Disposition Date		Vehicle #	Q043	Last Update	11/24/2014	Updatedby	slewis2
Acceptance Date	3/4/2011						
License No.	1139380	Identification No	1GB6G5BLXC1134737	Make	Chevrolet	Type	3
Wheelchair	2	Ambulatory	16	Mileage	153,966	Model Year	2012
Condition Rating	Fair	Project	VCR 1101 (12) 72	Purchase Price	75,134.00	Fuel Type	
Owner	Fort Bend County			Leased			
Fta %	83	Txdot %	17	Other %			
Disposition Date		Vehicle #	R-075	Last Update	11/24/2014	Updatedby	slewis2
Acceptance Date	3/8/2012						
License No.	1139381	Identification No	1GB6G5BL0C1133824	Make	Chevrolet	Type	3
Wheelchair	2	Ambulatory	16	Mileage	125,712	Model Year	2012
Condition Rating	Fair	Project	VCR1101 (12) 72	Purchase Price	75,134.00	Fuel Type	Diesel
Owner	Fort Bend County			Leased			
Fta %	83	Txdot %	17	Other %			
Disposition Date		Vehicle #	R-074	Last Update	11/24/2014	Updatedby	slewis2
Acceptance Date	3/20/2012						
License No.	1139382	Identification No	1GB6G5BL2C1134778	Make	Chevrolet	Type	3
Wheelchair	2	Ambulatory	16	Mileage	157,768	Model Year	2012
Condition Rating	Fair	Project	VCR 1101 (12) 72	Purchase Price	75,134.00	Fuel Type	Diesel
Owner	Fort Bend County			Leased			
Fta %	83	Txdot %	17	Other %			
Disposition Date		Vehicle #	R-076	Last Update	11/24/2014	Updatedby	slewis2
Acceptance Date	3/8/2012						
License No.	1139383	Identification No	1GB6G5BL9C1135295	Make	Chevrolet	Type	3
Wheelchair	2	Ambulatory	16	Mileage	146,689	Model Year	2012
Condition Rating	Fair	Project	VCR 1101 (12) 72	Purchase Price	75,134.00	Fuel Type	Diesel
Owner	Fort Bend County			Leased			
Fta %	83	Txdot %	17	Other %			
Disposition Date		Vehicle #	R-077	Last Update	11/24/2014	Updatedby	slewis2
Acceptance Date	3/8/2012						

Inventory List

81202	Fort Bend County	District	Houston				
Location	12550 Emily CT, Ste300	Address	12550 Emily CT, Ste 300				
City	Sugar Land	Contact Person	Paulette Shelton				
Telephone	281/243-6701	State	Tx	Zip	77478-0000		
Fax	281/243-6710	Section	Rural				
E-mail	sheltonp@co.fort-bend.tx.us	MPO	Houston-Galveston UTS				
No. of field off.	1	Yrtd Created	2005				
	Disposition Date	Agency Head	The Honorable Judge Robert Hebert				
License No.	1139384	Identification No	1GB6G5BL1C1134853	Make	Chevrolet	Type	3
Wheelchair	2	Ambulatory	16	Mileage	138,894	Model Year	2012
Condition Rating	Fair	Project	VCR 1101 (12) 72	Purchase Price	75,134.00	Fuel Type	Diesel
Owner	Fort Bend County			Leased			
Fta %	83	Txdot %	17	Other %			
Disposition Date		Vehicle #	R-078	Last Update	11/24/2014	Updatedby	slewis2
Acceptance Date	3/20/2012						
License No.	1150581	Identification No	2C4RDGBC6CR369681	Make	El Dorado	Type	10
Wheelchair	2	Ambulatory	6	Mileage	76,362	Model Year	2012
Condition Rating	Good	Project	VCR 1101 #51112F	Purchase Price	39,851.00	Fuel Type	Gasoline
Owner	Fort Bend County			Leased	No		
Fta %		Txdot %		Other %			
Disposition Date		Vehicle #	S004	Last Update	11/24/2014	Updatedby	slewis2
Acceptance Date	11/30/2012						
License No.	1150582	Identification No	2C4RDGBG8CR369682	Make	El Dorado	Type	10
Wheelchair	2	Ambulatory	6	Mileage	111,719	Model Year	2012
Condition Rating	Fair	Project	VCR 1101 #51112F	Purchase Price	39,851.00	Fuel Type	Gasoline
Owner	Fort Bend County			Leased	No		
Fta %		Txdot %		Other %			
Disposition Date		Vehicle #	S005	Last Update	11/24/2014	Updatedby	slewis2
Acceptance Date	11/30/2012						
License No.	1150583	Identification No	2C4RDGBBG8CR369679	Make	El Dorado	Type	10
Wheelchair	2	Ambulatory	6	Mileage	98,295	Model Year	2012
Condition Rating	Good	Project	VCR 1101 #51112F	Purchase Price	39,851.00	Fuel Type	Gasoline
Owner	Fort Bend County			Leased	No		
Fta %		Txdot %		Other %			
Disposition Date		Vehicle #	S006	Last Update	11/24/2014	Updatedby	slewis2
Acceptance Date	11/30/2012						
License No.	1150584	Identification No	2C4RDGBG4CR369680	Make	El Dorado	Type	10
Wheelchair	2	Ambulatory	6	Mileage	65,820	Model Year	2012
Condition Rating	Good	Project	VCR 1101 #51112F	Purchase Price	39,851.00	Fuel Type	Gasoline
Owner	Fort Bend County			Leased	No		
Fta %		Txdot %		Other %			
Disposition Date		Vehicle #	S007	Last Update	11/24/2014	Updatedby	slewis2
Acceptance Date	11/30/2012						
License No.	1185926	Identification No	1GB6G5BL6E1170153	Make	Chevrolet	Type	3
Wheelchair	2	Ambulatory	16	Mileage	21,879	Model Year	2014
Condition Rating	Excellent	Project	VCR 1301	Purchase Price	71,909.00	Fuel Type	Gasoline
Owner	Fort Bend County			Leased			
Fta %	0	Txdot %	85	Other %	15		
Disposition Date		Vehicle #		Last Update	3/23/2015	Updatedby	PMOON
Acceptance Date	6/17/2014						
License No.	1185936	Identification No	1GB6G5BL6E1172033	Make	Chevrolet	Type	3
Wheelchair	2	Ambulatory	16	Mileage	7,647	Model Year	2014
Condition Rating	Bad	Project	TX-90-X968	Purchase Price	71,909.00	Fuel Type	Gasoline
Owner	Fort Bend County Public Transportation			Leased			
Fta %	100	Txdot %		Other %			
Disposition Date		Vehicle #		Last Update	4/1/2015	Updatedby	slewis2
Acceptance Date							

Inventory List

81202	Fort Bend County	District	Houston				
Location	12550 Emily CT, Ste300	Address	12550 Emily CT, Ste 300				
City	Sugar Land	Contact Person	Paulette Shelton				
Telephone	281/243-6701	State	Tx	Zip	77478-0000		
Fax	281/243-6710	Section	Rural				
E-mail	sheltonp@co.fort-bend.tx.us	MPO	Houston-Galveston UTS				
No. of field off.	1	Yrtd Created	2005				
	Disposition Date	Agency Head	The Honorable Judge Robert Hebert				
License No.	1185937	Identification No	1GB6G5BL4E1182141	Make	Chevrolet	Type	3
Wheelchair	2	Ambulatory	16	Mileage	29,207	Model Year	2014
Condition Rating	Excellent	Project	TX-37-X059	Purchase Price	71,909.00	Fuel Type	Gasoline
Owner	Fort Bend County			Leased			
Fta %	100	Txdot %		Other %			
Disposition Date		Vehicle #		Last Update	4/10/2015	Updatedby	PMOON
Acceptance Date							
License No.	1185938	Identification No	1GB6G5BLXE1171886	Make	Chevrolet	Type	3
Wheelchair	2	Ambulatory	16	Mileage	27,190	Model Year	2014
Condition Rating	Excellent	Project	TX-37-X059	Purchase Price	71,909.00	Fuel Type	Gasoline
Owner	Fort Bend County			Leased			
Fta %	100	Txdot %		Other %			
Disposition Date		Vehicle #		Last Update	4/10/2015	Updatedby	PMOON
Acceptance Date							
License No.	118935	Identification No	1GB6G5BL7E1182196	Make	Chevrolet	Type	3
Wheelchair	2	Ambulatory	16	Mileage	28,500	Model Year	2014
Condition Rating	Excellent	Project	tX-37-X059	Purchase Price	71,909.00	Fuel Type	Gasoline
Owner	Fort Bend County			Leased			
Fta %	100	Txdot %		Other %			
Disposition Date		Vehicle #		Last Update	3/31/2015	Updatedby	slewis2
Acceptance Date							
License No.	225805	Identification No	1FDXE45P66HB07251	Make	EIDorado	Type	3
Wheelchair	2	Ambulatory	21	Mileage	193,476	Model Year	2006
Condition Rating	Bad	Project	ED 0405(12)41	Purchase Price	57,835.00	Fuel Type	Diesel w/particulate trap
Owner	Fort Bend County			Leased	No		
Fta %	80	Txdot %	0	Other %	20		
Disposition Date		Vehicle #	K-022	Last Update	1/13/2015	Updatedby	PMOON
Acceptance Date							
License No.	225806	Identification No	1FDXE45P46HB01285	Make	EIDorado	Type	3
Wheelchair	2	Ambulatory	21	Mileage	223,234	Model Year	2006
Condition Rating	Bad	Project	ED 0504(12)42	Purchase Price	57,835.00	Fuel Type	Diesel w/particulate trap
Owner	Fort Bend County			Leased	No		
Fta %	80	Txdot %	0	Other %	20		
Disposition Date		Vehicle #	K-039	Last Update	4/28/2014	Updatedby	slewis2
Acceptance Date							
License No.	227344	Identification No	1FDXE45P56HB29886	Make	EIDorado	Type	3
Wheelchair	2	Ambulatory	19	Mileage	221,595	Model Year	2006
Condition Rating	Bad	Project	RPT0502(12)28	Purchase Price	57,835.00	Fuel Type	Diesel w/particulate trap
Owner	FORT BEND COUNTY			Leased	No		
Fta %	80	Txdot %	0	Other %	20		
Disposition Date		Vehicle #	K125	Last Update	11/24/2014	Updatedby	slewis2
Acceptance Date							
License No.	SL1	Identification No	1GB6G5BL9F1121188	Make	Chevrolet	Type	3
Wheelchair	2	Ambulatory	15	Mileage	1,409	Model Year	2015
Condition Rating	Excellent	Project	RUR 1501	Purchase Price	51,039.00	Fuel Type	Diesel
Owner	Fort Bend County			Leased			
Fta %		Txdot %	80	Other %			
Disposition Date		Vehicle #		Last Update	5/27/2015	Updatedby	slewis2
Acceptance Date							

Inventory List

81202 Fort Bend County
Location 12550 Emily CT, Ste300
City Sugar Land
Telephone 281/243-6701 **State** Tx **Zip** 77478-0000
Fax 281/243-6710
E-mail sheltonp@co.fort-bend.tx.us
No. of field off. 1 **Disposition Date**

District Houston
Address 12550 Emily CT, Ste 300
Contact Person Paulette Shelton
Section Rural
MPO Houston-Galveston UTS
Yrtd Created 2005
Agency Head The Honorable Judge Robert Hebert

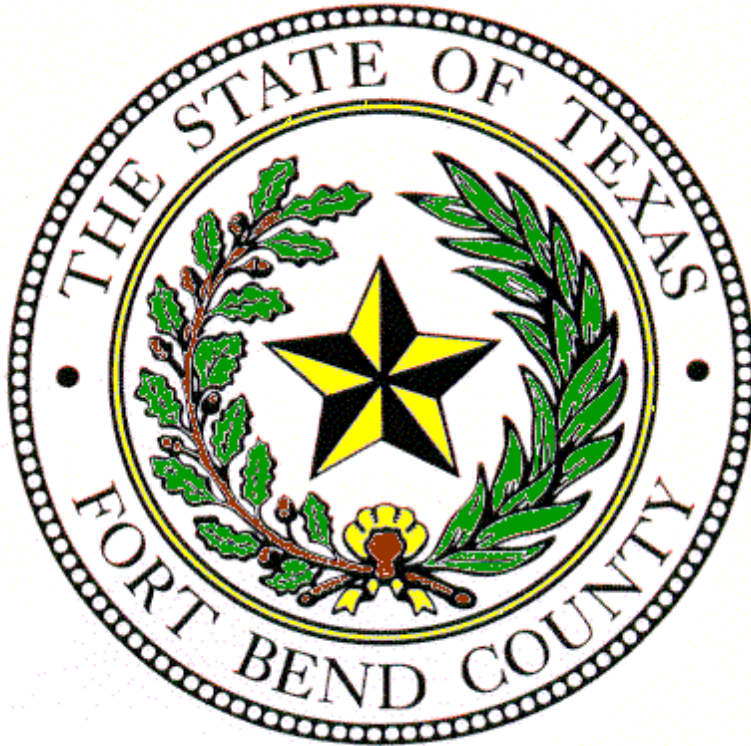
License No. SL2	Identification No 1GB6G5BL6F1120919	Make CHEVROL	Type 3
Wheelchair 2	Ambulatory 15	Mileage 1,399	Model Year 2015
Condition Rating Excellent	Project RPT 1303	Purchase Price 51,039.00	Fuel Type Diesel
Owner FORT BEND COUNTY		Leased	
Fta %	Txdot % 85	Other %	
Disposition Date	Vehicle #	Last Update 5/27/2015	Updatedby slewis2
Acceptance Date			

License No. SL3	Identification No 1GB6G5BLXF1120731	Make CHEVROL	Type 3
Wheelchair 2	Ambulatory 15	Mileage 1,575	Model Year
Condition Rating Excellent	Project VCR 1401	Purchase Price 51,039.00	Fuel Type Diesel
Owner FORT BEND COUNTY		Leased	
Fta %	Txdot % 85	Other %	
Disposition Date	Vehicle #	Last Update 5/27/2015	Updatedby slewis2
Acceptance Date			

ATTACHMENT E

PROCUREMENT POLICY

***FORT BEND COUNTY
PURCHASING DEPARTMENT***



***GUIDELINES FOR FTA
FUNDED PROCUREMENTS***

12 NOVEMBER 2008

***Amended: 07 July 2009
2nd Amendment: 04 November 2014***

GUIDELINES FOR FTA FUNDED PROCUREMENTS

In addition to the County's Purchasing Policies and Procedures, the following Guidelines shall apply to all procurements utilizing funds from the Federal Transit Administration.

1.0 Contract Administration System

Fort Bend County Department of Public Transportation (recipient) has adopted these procedures to determine the type and amount of property and services it needs to acquire:

- 1.1 The property and services must be eligible under the Federal law authorizing the FTA assistance award and any regulations thereunder.
- 1.2 The property and services must be necessary to avoid the purchase of unnecessary property and services (including duplicative items and quantities or options it does not intend to use or whose use is unlikely).
- 1.3 Contracting is limited to current and reasonably expected public transportation needs, and may not add quantities or options to third party contracts solely to permit assignment to another party at a later date.
- 1.4 When possible procurements will be consolidated or broken out to obtain a more economical purchase.
 - 1.4.1 It may be economically advantageous to enter into a joint procurement with others that have similar needs. Participation in a joint procurement, however, does not relieve any requirements and responsibilities for procuring the property or services.
 - 1.4.2 In other circumstances, breaking out small procurements may provide greater opportunities for Disadvantaged Business Enterprises (DBEs), small and minority firms, and women's business enterprises to participate.
 - 1.4.3 Contracts may include options to ensure the future availability of property or services, so long as the recipient is able to justify those options as needed for its public transportation or project purposes.
 - 1.4.4 To obtain the best value, a review of lease versus purchase alternatives for acquiring property should be done and, if necessary, should obtain an analysis to determine the more economical alternative.
- 1.5 The Recipient County Department will maintain a contract administration system that ensures contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

2.0 Standards of Conduct and Conflict of Interest Policies

This section defines responsibility to identify and prevent a real or apparent conflict of interest.

2.1 Conflict of Interest

In order to promote governmental integrity and to guard against even the appearance of impropriety, all County employees engaged in any vendor-related activity shall comply with the following standards of ethical conduct:

2.1.1 County employees shall discharge their duties impartially so as to assure fair access to governmental procurement by responsible vendors and service providers and to foster public confidence in the integrity of the County procurement system.

2.1.2 County employees shall not solicit, demand, accept or agree to accept a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement, specification, standard or contract.

2.1.3 The following groups shall not participate in or attempt to use their official position to influence any purchasing decisions in which they or persons related to them have a financial interest:

2.1.3.1 The employee, officer, or agent

2.1.3.2 Any member of his/her immediate family

2.1.3.3 His or her partner, or

2.1.3.4 An organization that employs, or is about to employ, any of the above.

2.1.4 In cases where there may be a benefit, either direct or indirect, there is a responsibility to report in writing such benefit to the County. If anyone fails to report such benefit, he or she may be subject to disciplinary proceedings deemed appropriate by the County, as may be permitted by law.

2.2 Gratuities, Kickbacks, and Contingent Fees

No member of the groups listed in item (2.1.3) above shall solicit, demand or accept from any person, contractor, potential contractor, or potential subcontractors, anything of a monetary value, including gifts, gratuities, favors, etc. Anyone failing to adhere to the above may be subject to disciplinary proceedings deemed appropriate by the County, as may be permitted by law.

2.3 Confidential Information

No member of the groups listed in item (2.1.3) above shall use confidential information for his or her actual or anticipated personal gain, or the actual or anticipated personal gain of any other person related to them by blood, marriage, or by common commercial or financial interest. Anyone failing to adhere to the above may be subject to any disciplinary proceeding deemed appropriate by the County, including possible dismissal, as may be permitted by law.

2.4 Organizational Conflict of Interest

Each entity that enters into a contract with the County is required, prior to entering into such contract, to inform the County of any real or apparent organizational conflict of interest. Such organizational conflicts of interest exists when the nature of the work to be performed under a contract may, without some restriction on future activities, result in an unfair competitive advantage to the contractor, or may impact the contractor's objectivity in performing the contract work.

3.0 Approval of Purchase Orders

3.1 Purchase Order numbers may only be assigned by the Purchasing Department and only following receipt of a completed purchase requisition. The Purchasing Department will review the Purchase Order and all documentation to ensure its completeness and accuracy.

3.2 Following the above review, the Purchasing Department will assign the next consecutive Purchase Order number.

4.0 Written Record of Procurement History

4.1 The Purchasing Department shall maintain records detailing the history of each FTA associated procurement.

4.2 These records are placed in a procurement master file and include:

4.2.1 The rationale for the method of procurement.

4.2.2 Selection of contract type.

4.2.3 Reasons for contractor selection or rejection; including requirement that contract awards are made only to responsible contractors capable of successfully performing under the terms and conditions of the proposed contract. Items to be considered include contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

4.2.4 The basis for the contract price.

- 4.3 Procurement Documentation Files, where appropriate, the procurement file will contain:
- 4.3.1 Purchase request, acquisition planning information, and other pre-solicitation documents
 - 4.3.2 Required internal approvals for award
 - 4.3.3 Rationale for the method of procurement (negotiations, formal advertising)
 - 4.3.4 List of sources solicited
 - 4.3.5 Independent cost estimate
 - 4.3.6 Description of work/scope of services
 - 4.3.7 Copies of published notices of proposed contract action
 - 4.3.8 Copy of the solicitation, all addenda, and all amendments
 - 4.3.9 Liquidated damages determination
 - 4.3.10 An abstract of each offer or quote
 - 4.3.11 Contractor's contingent fee representation and other certifications and representations if applicable
 - 4.3.12 Source selection documentation if applicable
 - 4.3.13 Contracting Officer's determination of contractor responsiveness and responsibility
 - 4.3.14 Cost or pricing data
 - 4.3.15 Determination that price is fair and reasonable including an analysis of the cost and price data
 - 4.3.16 Purchase Requisition indicating availability of funding
 - 4.3.17 Notice of award
 - 4.3.18 Notice to unsuccessful bidders or offerors and record of any debriefing,
 - 4.3.19 Record of any protest

- 4.3.20 Bid, Performance, Payment, or other bond documents, and notices to sureties
- 4.3.21 Required insurance documents, and
- 4.3.22 Notice to proceed
- 4.4 Contract Administration File, where appropriate, the contract administration file will contain:
 - 4.4.1 Executed contract and notice of award
 - 4.4.2 Bond-related documents
 - 4.4.3 Insurance documentation
 - 4.4.4 Post-award correspondence
 - 4.4.5 Notice to proceed
 - 4.4.6 Approvals or disapprovals of waivers and deviations

5.0 Written Procurement Selection Procedures

- 5.1 The Purchasing Department shall use written selection procedures for procurement transactions as follows:

Solicitations shall include a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use.
- 5.2 When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equal” description may be used as a means to define the performance or other salient characteristics of procurement. The specific features of the named brand which must be met by offerors shall be clearly stated.
- 5.3 Identify all requirements that offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- 5.4 Bids/Proposals are evaluated by the Purchasing Department to identify the lowest, responsive, and responsible bidder or most advantageous proposer who provides

the best value. Contract awards will then be made by the Purchasing Department or Commissioners Court pursuant to their legal authority.

- 5.5 Solicitations will prohibit imposing unreasonable business requirements or unnecessary experience requirements for bidders or offerers.
- 5.6 Solicitations will not require excessive bonding requirements on third party contracts. Unnecessary performance bonding requirements reduce a prospective bidder's or offeror's capability to bid or offer a proposal on bonded work. Bonding is required on construction contracts.
- 5.7 Prohibits taking any arbitrary action in the procurement process.
- 5.8 Specifying only a "brand name" product without allowing offers of "an equal" product, or allowing "an equal" product without listing the salient characteristics that the "equal" product must meet to be acceptable for an award.
- 5.9 Solicitations may not contain features that unduly restrict competition by using exclusionary or discriminatory specifications.
- 5.10 Solicitations and the awarded contract must include a clear and accurate description of the technical requirements for the property or services to be acquired in a manner that provides for full and open competition.
- 5.11 Because bids and offers can at times be ambiguous, in its solicitation documents, the County reserves the right to request additional information before making an award. The County also reserves the right to seek clarification from any bidder or offeror about any statement in its bid or proposal that the County finds ambiguous.

6.0 Prequalification of Bidders

The Purchasing Department shall ensure that all lists of prequalified persons, firms, or products that are used in acquiring goods and services are current and include enough qualified sources to ensure maximum full and open competition. In addition, the Purchasing Department shall not preclude potential bidders from qualifying during the solicitation period, which is from issuance of the solicitation to its closing date.

7.0 Debarment and Suspension

Nonprocurement Suspension and Debarment apply to each third party contract at any tier of \$25,000 or more, to each third party contract at any tier for a federally required audit (irrespective of the contract amount), and to each third party contract at any tier that must be approved by an FTA official irrespective of the contract amount. The County must apply debarment and suspension requirements to itself and each third party.

- 7.1 Excluded Parties List System is now a part of the System for Awards Management (SAM), is an electronic, web-based system that identifies those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.
- 7.2 Documentation from the site, www.sam.gov verifying contractor is not on the Excluded Parties List System is required in the contract file.

8.0 Geographic Preferences

The Purchasing Department shall conduct procurements in a manner that prohibits the use of statutory or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws. However, geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services, provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

9.0 Competitive Awards

- 9.1 **Procurement by Micropurchases.** Micro-purchases are purchases of goods and services for amounts less than \$3000.00. Procurements cannot be divided or reduced to meet or come within a Micro-purchase limit. A micro-purchase price must be fair and reasonable with documented description of how this determination was made and distributed equitably among qualified suppliers. If permitted by state or local law, micro-purchases for property or services valued at \$3000 or less can be used without obtaining competitive quotes. These purchases are exempt from FTA's Buy America requirements. Davis-Bacon prevailing wage requirements, apply to construction contracts exceeding \$2000, even though the micro-purchase procedures are utilized.
- 9.2 **Procurement by Small Purchase Procedures.** Small purchases are purchases of goods and services for amounts greater than \$3,000 and less than \$100,000. The small purchase is exempt from Buy America requirements. A price or quote must be obtained from an adequate number of qualified sources. Small-purchases may not be divided or reduced to avoid the additional procurement requirements applicable to larger acquisitions.
- 9.3 **Procurement by Sealed Bids/Invitations for Bid.** Purchases by sealed bids/invitations for bid shall be made in accordance with the following requirements:
 - 9.3.1 A complete, adequate, precise, and realistic specification or purchase description is available.
 - 9.3.2 Two or more responsible bidders are willing and able to compete

effectively for the business.

9.3.3 The procurement generally lends itself to a firm fixed price contract.

9.3.4 The successful bidder can be selected on the basis of price and those price-related factors listed in the solicitation including, but not limited to, transportation costs, life cycle costs, and discounts expected to be taken. Apart from responsibility, contractor selection may not be determined on the basis of other factors whose costs cannot be measured at the time of award.

9.3.5 Discussions with one or more bidders after bids have been submitted are expected to be unnecessary as award of the contract will be made based on price and price-related factors alone.

9.3.6 The invitation for bids is publicly advertised.

9.3.7 Bids are solicited from an adequate number of known suppliers.

9.3.8 The invitation for bids, including any specifications and pertinent attachments, describes the property or services sought in sufficient detail that a prospective bidder will be able to submit a proper bid.

9.3.9 Bidders are allowed sufficient time to prepare bids before the date of bid opening.

9.3.10 All bids are publicly opened at the time and place prescribed in the invitation for bids

9.3.11 A firm fixed price contract is usually awarded in writing to the lowest responsive and responsible bidder, but a fixed price incentive contract or inclusion of an economic price adjustment provision can sometimes be appropriate. When specified in the bidding documents, factors such as transportation costs and life cycle costs affect the determination of the lowest bid; payment discounts are used to determine the low bid only when prior experience indicates that such discounts are typically taken.

9.3.12 Any or all bids may be rejected if there is a sound, documented business reason.

9.4 **Procurement by Competitive Proposal/Requests for Proposal.** Procurements by competitive proposal/requests for proposal shall be made in accordance with the following requirements:

9.4.1 The request for proposals is publicly advertised.

9.4.2 All evaluation factors and their relative importance are specified in the solicitation; but numerical or percentage ratings or weights need not be disclosed.

9.4.3 Proposals are solicited from an adequate number of qualified sources.

9.4.4 A specific method is established and used to conduct technical evaluations of the proposals received and to determine the most qualified offeror.

9.4.5 An award is made to the responsible offeror whose proposal is most advantageous to the recipient's program with price and other factors considered.

9.5 **Procurement of Architectural and Engineering Services.** Procurements of architectural and engineering services shall be made in accordance with the following requirements.

9.5.1 Requires the use of the qualifications-based procurement procedures contained in the "Brooks Act," 40 U.S.C. Sections 1101 through 1104, to acquire A&E services, program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping and related services. The nature of the work to be performed and its relationship to construction, determine whether qualifications-based procurement procedures may be used as described below.

9.5.1.1 Qualifications-based procurement procedures must be used for A&E services, and other services listed in 49 U.S.C. Section 5325(b)(1) that are directly in support of, directly connected to, directly related to, or lead to construction, alteration, or repair of real property.

9.5.2 An offeror's qualifications are evaluated to determine contract award.

9.5.3 Price is excluded as an evaluation factor.

9.5.4 Negotiations are first conducted with only the most qualified offeror.

9.5.5 Only after failing to agree on a fair and reasonable price may negotiations be conducted with the next most qualified offeror. Then, if necessary, negotiations with successive offerors in descending order may be conducted until contract award can be made to the offeror whose price the recipient believes is fair and reasonable.

9.5.6 To the extent that a State has, before August 10, 2005, adopted by law, an equivalent State qualifications-based-procurement requirement for acquiring architectural, engineering, and design services, State procedures, rather than Federal "Brooks Act" procedures (40 U.S.C. Sections 1101 through 1104), may be used.

9.6 **Procurement of Design-Bid-Build.** Procurements of design-bid-build services shall be made in accordance with the following requirements:

9.6.1 The design-bid-build procurement method requires separate contracts for design services and for construction.

9.6.1.1 For design services, use qualifications-based procurement procedures, in compliance with applicable Federal, State and local law and regulations.

9.6.1.2 Use competitive procedures for the construction. These may include sealed bidding or competitive negotiation procurement methods, as appropriate.

9.7 **Procurement of Design Build.** Procurements of design build services shall be made in accordance with the following requirements:

9.7.1 The design-build procurement method consists of contracting for design and construction simultaneously with contract award to a single contractor, consortium, joint venture, team, or partnership that will be responsible for both the project's design and construction.

9.8 **Procurement of Construction Services.** Procurements of constructions services shall be made in accordance with the following procedures:

9.8.1 Bonds are required for contracts in excess of \$100,000.

9.8.1.1 A bid guarantee equivalent to 5 percent of the bid price is required. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid to ensure that the bidder will honor its bid upon acceptance.

9.8.1.2 A "performance bond" for 100 percent of the contract price is obtained to ensure completion of the obligations under the third party contract.

9.8.1.3 A standard payment bond for 100 percent of the contract price will ensure that the contractor will pay all people supplying labor and material for the third party contract as required by law.

9.8.2 A local bonding policy that meets the following minimums is acceptable:

9.8.2.1 **Less Than \$1 Million.** Fifty percent of the contract price if the contract price is not more than \$1 million,

9.8.2.2 **More Than \$1 Million but Less Than \$5 Million.** Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million, or

9.8.2.3 **More Than \$5 Million.** Two and one half million dollars if the contract price is more than \$5 million.

9.9 **Procurement of Steel, Iron or Manufactured products over \$100,000.** All iron, steel and manufactured products must be produced in the United States. For steel or manufactured products being procured, the appropriate certificate is required to be dated, completed, signed and submitted by each bidder.

9.9.1 Certificate of Compliance with Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended and the applicable regulations in 49 CFR part 661, or

9.9.2 Certificate of Non-Compliance with Section (a) of the Surface Transportation Act of 1982, as amended, but it may qualify for an exception to the requirement pursuant to section 165 (b) (2) or (b) (4) of the 1982 and regulations in 49 CFR 661.7

9.10 **Procurement of Buses, other Rolling Stock and associated equipment.** Unless a waiver has been granted by FTA or the product is subject to a general waiver, rolling stock must be assembled in the United States and have a 60 percent domestic content. The appropriate certificate as set forth below shall be dated, completed, signed and submitted by each bidder in accordance with the requirement contained in 661.13 (b).

9.10.1 The bidder certifies that it will comply with the requirements of section 165 (b) (3), of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11, or

9.10.2 The bidder certifies that it cannot comply with the requirements of section 165 (b) (3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirement consistent with section 165 (b) (2) or (b) (4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR 661.7.

9.10.3 Pre-Award and Post Delivery Audits of Rolling Stock purchases applies to purchases of rolling stock to carry passengers in revenue service. Pre-Award and Post-Delivery audits as described in Subpart A, B, C, and D of 449 CFR 663 is required.

9.10.3.1 Pre-Awards and Post-Delivery audits will be conducted and maintained on file.

9.10.3.2 Pre-Awards Audits are completed before entering into a formal contract for the purchase of rolling stock.

9.10.3.2.1 Pre-Award Audits include a Buy America certification as described in 663.25.

9.10.3.2.2 A purchaser's requirements certification as described in 663.27.

9.10.3.2.3 Where, appropriate, a manufacturer's Federal Motor Vehicle Safety certification information as described in 663.41 or 663.43.

9.10.3.3 Post-Delivery Audits are completed before title to the rolling stock is transferred to purchaser.

9.10.3.3.1 Post Delivery Audits include a Buy America certification as described in 663.35.

9.10.3.3.2 A Post-Delivery purchaser's requirements certification as described in 663.37.

9.10.3.3.3 Where, appropriate, a manufacturer's Federal Motor Vehicle Safety certification information as described in 663.41 or 663.43.

9.10.3.4 Certification of Compliance or Inapplicability of Federal Motor Vehicle Safety Standards.

9.10.3.4.1 A certification shall be kept on file that it was received both at pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards, or

9.10.3.4.2 A certification shall be kept on file that a copy of the manufacturer's statement that the that the vehicle purchased is not subject to Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration.

9.11 **Revenue Contracts.** A revenue contract is a contract whereby access is provided to public transportation assets for the primary purpose of either producing revenues in connection with an activity related to public transportation, or creating business opportunities with the use of FTA assisted property. Broad latitude in determining the extent and type of competition appropriate for a particular revenue contract is allowed. To ensure fair and equal access to FTA

assisted property and to maximize revenue derived from such property, revenue contracting shall be conducted as follows:

9.11.1 Limited Contract Opportunities. If there are several potential competitors for a limited opportunity (such as advertising space on the side of a bus), then a competitive process to permit interested parties an equal chance to obtain that limited opportunity will be provided.

9.11.2 Open Contract Opportunities. If, one party seeks access to a public transportation asset (such as a utility that might seek cable access in a subway system), and The County is willing and able to provide contracts or licenses to other parties similarly situated (since there is room for a substantial number of such cables without interfering with transit operations), then competition would not be necessary because the opportunity to obtain contracts or licenses is open to all similar parties.

10.0 Non-Competitive Awards (Sole Source Procurements)

10.1 A sole source procurement is a purchase accomplished through solicitation or acceptance of a proposal from only one source; or, if after solicitation of a number of sources competition is determined inadequate. A sole source purchase must be documented as to the reasons why only one supplier is acceptable. This documentation is normally furnished by the originating department and verified by the Purchasing Department, which is responsible for making the final determination on sole source procurements.

10.2 The following areas must be considered in sole source determinations:

10.2.1 Contract amendment or change order that is beyond the scope of the original contract is considered a sole source procurement and must be justified.

10.2.2 Sole source procurement may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and at least one of the following circumstances applies:

10.2.2.1 The item is available only from a single source;

10.2.2.2 The public exigency or emergency (i.e., a threat to public health, welfare, safety, property or other substantial loss to the County, or a situation requiring immediate action by the County) which will not permit a delay resulting from a competitive solicitation.

10.2.2.3FTA authorizes noncompetitive negotiations;

10.2.2.4 After solicitation of a number of sources, competition is determined inadequate; or

10.2.2.5 The item is an associated capital maintenance item as defined in 49 U.S.C. § 5307(a) (1) that is procured directly from the original manufacturer or supplier of the item to be replaced. The County must first certify in writing to FTA: (i) that such manufacturer or supplier is the only source for such item; and (ii) that the price of such item is not higher than the price for such item by like customers.

10.2.3 A cost analysis, i.e., verifying the proposed cost data, the projection of the data, and the evaluation of the specific elements of costs and profit, is required.

10.2.4 The Purchasing Department shall conduct negotiations, as appropriate, as to price, delivery, and terms.

11.0 Protest Procedures and Disputes

11.1 Filing of Protests: All Protests must be filed and resolved in a manner consistent with the requirements of FTA Circular 4220.1F Third Party Contracting Guidelines and the Fort Bend Procurement Policies and Procedures Manual. Upon request, the Contract Administrator (for the subject Bid/Proposal) will provide a copy of the aforementioned documents.

11.2 Protest Definitions: These definitions shall only apply to Protest Article in either the Instructions to Bidders or Proposers:

11.2.1 Appeal - Protestor's written summary describing the basis for appeal, provided to the County when requesting reconsideration of the County's Protest denial.

11.2.2 Interested Party - Actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract,

11.2.3 Prospective Offerer - Any bidder/proposer that has the actual capability and capacity to submit a bid/proposal meeting all the requirements set forth herein.

11.2.4 Protest - A succinct written description of the Protestor's objections to the content of the solicitation or the award of a contract.

11.2.5 Protestor - An Interested Party that has properly filed a timely protest.

11.2.6 Timely Filed Protest - A written document filed by a Protestor that meets the requirements outlined in PROTEST REQUIREMENTS below, and either the instruction to Bidders or Proposers.

11.3 Procedures:

11.3.1 In order for a Protest to be considered properly, the Protestor shall adhere to County's protest procedure by providing a written submission which shall contain at a minimum:

11.3.1.1 Name and address of the Protestor;

11.3.1.2 Its relationship to the procurement sufficient to establish that the protest is being filed by an Interested Party;

11.3.1.3 Written proof that protest has been filed in a timely manner;

11.3.1.4 The specific Contract No. identified in the Letter of Invitation;

11.3.1.5 The specific staff recommendation, County action, or inaction that is being protested.

11.3.1.6 The provision(s) of the solicitation, regulations, and/or laws upon which the protest is based, (i.e. identification of the technical specifications or item of content in the solicitation);

11.3.1.7 All documentation supporting the allegations in the protest; and,

11.3.1.8 A statement of the specific relief requested.

11.3.2 If the protest does not comply with any of the preceding requirements, it may not be considered for evaluation and may be returned to the Protestor who submitted the written documentation without appropriate substantiating information.

11.3.3 At the Protestor's discretion, a protest may be filed by electronic facsimile (with original copy by express mail) or by any other return receipt means. The County is not responsible for lost or otherwise delayed deliveries. A protest not filed within the time limits herein may be rejected without consideration or evaluation.

11.3.4 To be considered timely, protests concerning the content of a Bid/Proposal, including all attached documents must be filed with the Purchasing Department within ten (10) calendar days after the Purchasing Department first advertises the Bid/Proposal and received not later than 5:00 p.m. (local time) on the tenth day. If the tenth calendar day falls on a weekend or legal holiday, the protest period ends at 5:00 p.m. (local time) the following business day.

11.3.5 The Purchasing Department shall issue a written decision on the protest for content prior to opening or submission of proposals.

11.3.6 Protests concerning a recommendation for award, on any ground not based upon the content of the Bid/Proposal, must be filed with the Purchasing Department by an Interested Party within fifteen (15) calendar days after the Purchasing Department mails the recommendation for award notice and received not later than 5:00 p.m. (local time). If the fifteenth calendar day falls on a weekend or legal holiday, the Protest period ends at 5:00 p.m. (local time) the following business day.

11.3.7 The Purchasing Department will acknowledge only one protest on Bid/Proposal content. Any additional protests must be filed within the designated time after proposal submittal.

11.3.8 An appeal to the Commissioners Court concerning a denial to a protest, relating to a recommendation for award solicited by this Bid/Proposal must be filed by an Interested Party within five (5) calendar days after receipt of the denial of the protest.

11.3.9 The date of filing must be the date of receipt by the Purchasing Department.

11.3.10 All Protests must be filed in writing to: Fort Bend County Purchasing Agent, 4520 Reading Road, Suite A, Rosenberg, Texas 77471. No other location, or addressee shall be acceptable.

11.3.11 Note: Appeals addressed to the attention of the Fort Bend County Commissioners Court must be delivered to the above address for date and time stamping.

11.3.12 The Purchasing Department will respond to each substantive issue raised in all timely filed protests concerning content or contract award. The Purchasing Department shall make a written determination of the protest, within forty-five (45) working days from receipt of Protest. Any decision rendered by the Purchasing Department may be appealed to the Fort Bend County Commissioners Court.

11.3.13 The Protestor may withdraw its protest or appeal at any time before the Purchasing Department or Fort Bend County Commissioners Court issues a final decision.

11.4 Disputes-The County has the responsibility for evaluating and resolving third party contract disputes. If The County intends to request FTA's permission to use Federal assistance to support payments to a third party contractor to settle a dispute, or intends to request increased Federal assistance for that purpose, the following actions are required:

11.4.1 Notify FTA-Provide a list of disputes involving third party contracts and potential third party contracts that have a value exceeding \$100,000, involve a controversial matter, irrespective of amount, or involve a highly publicized matter, irrespective of amount.

11.4.2 Details- Provide a brief description of the dispute, the basis of disagreement, and if open, how far the dispute has proceeded, or if resolved, the agreement or decision reached, and whether an appeal has been taken or is likely to be taken.

11.4.3 When and How to Report- Information should be provided in the next quarterly Milestone Progress Report, and at its next Project Management Oversight review, if any.

11.4.4 FTA Officials to Notify-Inform the FTA project manager about disputes and about any unusual activity.

12. Federal Contract Clauses

FTA funded contracts and/or purchase orders must include all applicable federal contract clauses.

13.0 Price/Cost Analysis

- 13.1 In all FTA-funded procurements, a price or cost analysis shall be used to determine the reasonableness of the bid price.
- 13.2 The Purchasing Department may conduct a price analysis in evaluating a bid price.
- 13.3 If a valid price analysis cannot be completed, a cost analysis of the bid price may be conducted.
- 13.4 “Price analysis” is the process of examining and evaluating a prospective price without evaluation of the separate cost elements or proposed profit of the prospective supplier.
- 13.5 “Cost analysis” is the review and analysis of a contractor's cost or pricing data and of the factors applied in projection from the data to the estimated costs in order to form an opinion on the degree to which the contractor's proposed costs represent the cost of performance of the contract, assuming reasonable economy and efficiency.
- 13.6 As compared to price analysis, cost analysis involves a more detailed review of the offeror's proposal.

13.7 Normally, price analysis may be accomplished through one or more of the following activities:

13.7.1 The comparison of prior quotations and contract prices with current quotations for the same or similar end items (to provide a suitable basis for comparison, appropriate allowances must be made for differences in such factors as specifications, quantities ordered, time for delivery, etc.).

13.7.2 The use of "yardsticks" (such as dollars per pound, per horsepower, or other units) to point out apparent gross inconsistencies that should be subjected to greater pricing inquiry.

13.7.3 The comparison of prices set forth in published price lists issued on a competitive basis, published market prices of commodities, and similar indicators, to the County with discount or rebate arrangements.

13.7.4 The comparison of proposed prices with estimates of cost independently developed by personnel within the County.

13.7.5 The comparison of prices paid by other users (government or commercial) of the same or similar items to the proposed prices.

13.7.6 Normally, cost analysis may be accomplished through the following:

13.7.6.1 Verify contractor's cost data.

13.7.6.2 Evaluate specific elements of costs and project these elements to determine the effect on prices of such factors as:

- The necessity for certain costs;
- The reasonableness of amounts estimated for the necessary costs;
- Allowances for contingencies; and
- The basis used for allocations of particular overhead costs to the proposed contract.

13.7.6.3 When the necessary data is available, compare the contractor's estimated cost with:

- Actual costs previously incurred by the contractor;
- The contractor's last prior cost estimate for the same or similar estimates;
- Current cost estimates from other possible sources; and

- Prior estimates or historical costs of other contractors manufacturing the same or similar items.

13.7.6.4 Forecasting future trends in costs from historical experience:

- In periods of either rising or declining costs, an adequate cost analysis must include some evaluation of the trends.
- In cases involving recently developed, complex equipment, even in periods of relative price stability, trend analysis of basic labor and materials costs should be undertaken.

13.7.7 In performing a cost analysis, there are three questions that should be asked in the examination of costs, particularly those in the overhead area:

13.7.7.1 Is the cost allowable in accordance with Federal guidelines?

13.7.7.2 Is the cost allocable to the particular project?; and,

13.7.7.3 Is the cost reasonable?

13.7.8 If only one bid is received, the sole bidder must cooperate with the County as necessary in order for its bid to be considered for award. A new solicitation of bids may be made if the single bid price appears unreasonable or if no determination is made as to the reasonableness of the single bid.

14.0 Amendments and Change Orders

14.1 An amendment is any change to a contract, task order, or work order for any professional services including all architectural and engineering services that alters the terms and conditions of the original document. Any change in the scope of a contract that increases the cost of the contract must follow the Sole Source Procurement procedures. Amendments are formal changes that must be approved at the same signature authority level as the original document.

14.2 The County shall have the right, based on a clause contained in each contract for construction or the delivery of goods and services, to issue a change order to correct errors, omissions, or discrepancies; to cover acceptable overruns; to expand or reduce the scope of the contract; or to direct other changes in contract execution to meet unforeseen field, regulatory or market conditions. All change orders must be approved in advance in accordance with the value of the change order or the calculated value of the time extension. In addition, the County shall have the unilateral right, based on a clause contained in each contract, to issue an immediate change order and negotiate cost and price for time and materials after

the issuance of the change order.

- 14.3 All amendments and change orders shall be submitted to the Purchasing Department by the Project Manager complete with explanations and back up information and, when applicable, a detailed breakdown of charges for review and/or recommendation of approval.
- 14.4 The Purchasing Department will verify all amendments and change orders as to the:
 - 14.4.1 Appropriateness of the modification of the contract and whether it is unreasonable to do a separate bid for the item under consideration.
 - 14.4.2 The methods of calculating the amount of the amendment or change order are in conformance with the terms of the contract.
- 14.5 The issuance of change orders for each individual contract shall be handled by the Purchasing Department.

15.0 Prohibited or Restricted Contract Types

The following contract types are restricted or prohibited:

- 15.1 Cost Plus a Percentage of Cost-Prohibited:

The use of the cost plus a percentage of cost method of contracting is expressly prohibited.
- 15.2 Percentage of Construction Cost-Prohibited.

The use of the percentage of construction cost method of contracting is expressly prohibited.
- 15.3 Time and Materials-Restricted.

The County shall use time and material type contracts only:
 - 15.3.1 After a determination that no other type of contract is suitable; and
 - 15.3.2 If the contract specifies a ceiling price that the contractor shall not exceed except at its own risk.

16.0 Piggybacking

"Piggybacking" is an assignment of existing contract rights to purchase supplies, equipment, or services. Piggybacking is permissible when the solicitation document and resultant contract

contain an assignability clause that provides for the assignment of all or a portion of the specified deliverables as originally advertised, competed, evaluated, and awarded. If the supplies were solicited, competed and awarded through the use of an indefinite-delivery-indefinite-quantity (IDIQ) contract, then both the solicitation and contract award must contain a minimum and maximum quantity that represent the reasonably foreseeable needs of the party(s) to the solicitation and contract. If two or more parties jointly solicit and award an IDIQ contract, then there must be a total minimum and maximum.

17.0 Tag-ons

“Tag-on” is defined as the addition of work (supplies, equipment or services) that is beyond the scope of the original contract that amounts to a cardinal change as generally interpreted in Federal practice by the various Boards of Contract Appeals. “In scope” changes are not tag-ons. The use of tag-ons is prohibited and applies to the original buyer as well as to others.

18.0 Options

The County may include options in contracts. An option is a unilateral right in a contract by which, for a specified time, the County may elect to purchase additional equipment, supplies, or services called for by the contract, or may elect to extend the term of the contract. If the County chooses to use options, the requirements below apply:

18.1 Evaluation of Options

The option quantities or periods contained in the contractor's bid or offer must be evaluated in order to determine contract award. When options have not been evaluated as part of the award, the exercise of such options will be considered a sole source procurement.

18.2 Exercise of Options

18.2.1 The County must ensure that the exercise of an option is in accordance with the terms and conditions of the option stated in the initial contract awarded.

18.2.2 An option may not be exercised unless the County has determined that the option price is better than prices available in the market or that the option is the more advantageous offer at the time the option is exercised.

19.0 Contract Term Limitation

The County shall not enter into any contract for rolling stock or replacement parts with a period of performance exceeding five (5) years inclusive of options. All other types of contracts (supply, service, leases of real property, revenue and construction, etc.) will be based on sound business judgment. Length of contracts shall be for not more than the amount of time required to accomplish the purpose of the contract, and will also include consideration for competition, pricing, fairness, and public perception. Once a contract has been awarded, an extension of the

contract term length that amounts to an out of scope change will require a sole source justification.

- 19.1 Termination- Termination for cause and termination for convenience provisions must be included in contracts exceeding \$10,000.

20.0 Advance Payments

The County does not authorize and will not participate in funding payments to a contractor prior to the incurrence of costs by the contractor unless prior written concurrence is obtained from FTA.

21.0 Progress Payments

The County may use progress payments provided the following requirements are followed:

- 21.1 Progress payments are only made to the contractor for costs incurred in the performance of the contract.
- 21.2 The County must obtain adequate security for progress payments. Adequate security may include taking title, letter of credit, bonding or equivalent means to protect the FTA's and the County's interests in the progress payment.

22.0 Liquidated Damages

The County may use liquidated damages if it may reasonably expect to suffer damages (increased costs on project involved) from late completion and the extent or amount of such damages would be difficult or impossible to determine. In order to obtain liquidated damages, the County must suffer an actual loss. The amount of liquidated damages must be reasonable in light of the loss suffered. The assessment for damages shall be at a specific rate per day for each day of overrun in contract time; and the rate must be specified in the solicitation and contract documents. Any liquidated damages recovered shall be credited to the project account involved unless the FTA permits otherwise.

23.0 Disadvantaged Business Enterprise

The County has determined that disadvantaged business enterprises as defined in 49 C.F.R. Part 26 shall have the opportunity to compete fairly for contracts financed in whole or in part with FTA funds. Accordingly, all County procurements funded with FTA funds may include, as appropriate, the use of goals for the procurement of all classes of goods and services.

24.0 Oversight of Subrecipients

The County is responsible for assuring that each of its subrecipients complies with the applicable requirements and standards of FTA funded procurements, and that each of its subrecipients is aware of the Federal statutory and regulatory requirements that apply to its

actions as a subrecipient.

25.0 Signature Authority

The following positions have signature authority to authorize requisitions and approve payments of all invoices for the Department of Public Transportation:

Director of Transportation Department
Deputy Director
Financial and Administration Manager
Grants Budget Manager