STATE OF TEXAS §
§
COUNTY OF FORT BEND §

AGREEMENT FOR TRANSIT OPERATIONS AND SERVICES BETWEEN FORT BEND COUNTY AND FIRST TRANSIT, INC. PURSUANT TO RFP 18-057

THIS AGREEMENT is made and 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.

WITNESSETH

WHEREAS, County desires that Contractor provide transit services and operations services (hereinafter "Services") pursuant to RFP 18-057; and

WHEREAS, County has received funding assistance from the Federal Transit Administration to provide for these Services; and

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262 of the Texas Local Government Code; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

Contractor shall render Services to County as defined in the Scope of Services (attached hereto as Exhibits A-L).

Section 2. Personnel

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is thirty-one million twenty-four thousand three hundred and seventy dollars and no/100 ($31,024,370.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 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. By the 5th calendar day after the end of each billing period, Contractor shall submit final and acceptable billing and data for the previous billing period.

3.4 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

3.5 Fares collected by Contactor shall be credited back to County on each invoice for the billing period in which the fares were collected. Contractor shall ensure that fare collections and reporting activities adhere to security and documentation procedures approved by County. Contractor attests to the accuracy of the fares reported and credited back to County and agrees to reimburse County for any inaccuracy in fare counts and/or loss of fares resulting from contractor negligence.

3.6 Failure by the Contractor to submit final and acceptable billing and data by the 5th calendar day following the last billing period will result in an automatic deduction of $100/day for every day until the final and acceptable billing and data have both been received. If the County fails to respond to billing and data within two (2) calendar days of receipt, no deduction will be assessed.

Section 4. **Limit of Appropriation**

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of thirty-one million twenty-four thousand three hundred and seventy dollars and no/100 ($31,024,370.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed thirty-one million twenty-four thousand three hundred and seventy dollars and no/100 ($31,024,370.00).

4.3 Notwithstanding the foregoing, Contractor expressly acknowledges that the provision of services described hereunder is contingent upon receipt by County of federal, state, and local funds. County shall not be liable for failing to authorize services because of the loss of federal, state, or local funds by County.

Section 5. **Time of Performance**

The time for performance of the Scope of Services by Contractor shall begin upon receipt of Notice to Proceed from the County and end no later than September 30, 2023. Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

Section 6. **Change Orders, Modifications and Waivers**

6.1 Verbal change orders to the Agreement are not permitted. No changes in the scope, specifications, character, or complexity of work shall be made by the Contractor without first receiving written approval by Fort Bend County properly defining and limiting any such change. Contractor shall be liable for all costs resulting from and/or for satisfactorily correcting any specification change not properly ordered by written modification to the Contract and signed by the Fort Bend County.

6.2 Within 14 calendar days after Contractor's receipt of the written change order request for modification of the Contract, Contractor shall submit to FBCPT Manager of Contracts and Procurement a detailed price schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiation between Contractor and the County. At that time both parties shall execute a detailed Agreement modification in writing. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the provisions outlined in this Agreement.

6.3 It is distinctly understood and agreed that no claim for payment for work done or materials furnished by the Contractor outside of these parameters shall be paid by FBCPT. Any such services or materials furnished by Contractor without such written order shall be at the risk, cost and expense of the Contractor, and no claim for compensation for any such services or materials shall be made.

6.4 All such changes, which are mutually agreed upon by and between all parties, shall be incorporated in written amendments to the Contract. All such amendments shall state any increase or decrease in the amount of the compensation due to FBCPT for the change in the scope.

6.5 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.6 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.7 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Breaches, Dispute Resolution and Termination

7.1 Dispute Resolution. The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to the Agreement by negotiation between the parties. Disputes arising in the performance of this Agreement that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the County. This decision shall be final and conclusive unless within ten [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the County. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the County shall be binding upon the Contractor and the Contractor shall abide be the decision.

7.2 Performance During Dispute - Unless otherwise directed by County, Contractor shall continue performance under the Agreement while matters in dispute are being resolved.

7.3 The requirement to seek mediation may 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 equity under any applicable statute of limitations.

7.4 Claims for Damages - Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall

be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

7.5 Rights and Remedies - The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the County or Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

7.6 Termination for Convenience

7.6.1 County may terminate this Agreement at any time upon thirty (30) days written notice. Contractor may terminate this agreement for convenience upon ninety (90) days notice to the County.

7.7 Termination for Default

7.7.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.7.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.7.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.7.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.8 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.9 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 8. **Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Section 9. **Inspection of Books and Records**

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

10.1 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:

10.1.1 Workers' Compensation insurance. 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.

10.1.2 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.

10.1.3 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.

10.1.4 Professional Liability insurance with limits not less than $1,000,000.

10.2 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.

10.3 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 11. Indemnity

11.1 **CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**

11.2 Contractor shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Contractor in the defense of each matter.

11.3 Contractor's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

11.4 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter.

11.5 Contractor's indemnification shall cover, and Contractor agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Contractor to perform the work described in this request.

11.6 The provision by Contractor of insurance shall not limit the liability of Contractor under an agreement.

11.7 Contractor shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Contractor's operations. Such provisions shall be in form satisfactory to Fort Bend County.

11.8 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor and/or trade contractor providing such insurance.

Section 12. Confidential and Proprietary Information

12.1 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 from County 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 rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 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 promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

12.3 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.

12.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 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. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 13. Independent Contractor

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

13.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 14. Subcontractors

14.1 Contractor shall not subcontract or utilize any portion of Services without obtaining County's prior approval. All subcontractors and or sub-vendors shall conform to all County policies.

14.2 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.

14.3 Any dispute between the Contractor and subcontractors or sub-vendors, including any payment dispute, will be promptly remedied by the Contractor. Failure to promptly remedy or to make prompt payment to subcontractor may result in the withholding of funds from the Contractor by the County for any payments owed to the subcontractor.

Section 15. Notices

15.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

15.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County:	Fort Bend County Public Transportation Department Attn: Director 12550 Emily Court, Suite 400 Sugar Land, Texas 77478
With a copy to:	Fort Bend County Attn: County Judge 401 Jackson Street Richmond, Texas 77469
Contractor:	FirstGroup America Attn: Bradley Thomas 600 Vine Street, Suite 1400 Cincinnati, OH 45202

15.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 15.1 and 15.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

15.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

15.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 16. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 17. Performance Warranty

17.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

17.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Section 18. Assignment and Delegation

18.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

18.2 Neither party may delegate any performance under this Agreement.

18.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 19. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 20. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 21. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 22. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 23. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law. Contractor shall not use County's name, logo, or other information in its advertisements or public relations programs without County's prior written approval.

Section 24. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 25. Conflict

If there is a conflict between this Agreement and any attached item, the provisions of this Agreement shall prevail.

Section 26. Certain State Law Requirements for Contracts:
The contents of this Section are required by Texas Law and are included by County regardless of content.

26.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

26.2 Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the

listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

Section 27. Performance Bond

The Contractor shall furnish, at its own expense a performance bond in the amount of $750,000, not later than ten (10) days of the full execution of this Agreement. The performance bond will be in a form acceptable to County as a guarantee of good faith on behalf of the Contractor that the terms of the Agreement will be complied with in every detail.

Section 28. Drug-Free Workplace

All Contractors shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all sub-contractors to insure that the County maintains a drug-free workplace.

Section 29. Federal Clauses

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

29.1 No Government Obligation to Third Parties. Fort Bend County and the 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 Fort Bend County, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. The 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.

29.2 Program Fraud and False or Fraudulent Statement and Related Acts. The 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, the 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, the 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 the Contractor to the extent the Federal Government deems appropriate.

The 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 the Contractor, to the extent the Federal Government deems appropriate.

The 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.

29.3 Access to Records and Reports. The Contractor agrees to provide Fort Bend County, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the 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. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The 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 Fort Bend County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

29.4 Federal Changes. The 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 Fort Bend 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.

29.5 Lobbying. Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 C.F.R. 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.

29.6 Civil Rights Requirements. The following requirements apply to the underlying contract:

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, the 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, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

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, the 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. The 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, sexual orientation, gender identity, status as a parent or disability. 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, the Contractor agrees to comply with any implementing requirements FTA may issue.

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, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the 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, the Contractor agrees to comply with any implementing requirements FTA may issue.

The 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.

29.7 Access for Individuals with Disabilities. The 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. The 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, the Contractor agrees to comply with applicable implementing Federal regulations and directives and any subsequent amendments thereto, as follows:

(1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

(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;

(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;

(4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

(5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

(6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

(7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and

(9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

(10) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. Part 39

(11) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance," and

(12) Federal civil rights and nondiscrimination directives implementing the foregoing regulations, except to the extent the Federal Government determines otherwise in writing.

29.8 Disadvantaged Business Enterprise (DBE). This agency 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 has not been established for this procurement.

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Fort Bend County deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The Contractor is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from Fort Bend County. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this Contract is satisfactorily completed.

The Contractor must promptly notify Fort Bend County whenever a DBE subcontractor performing work related to this Contract 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. The 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 Fort Bend County.

29.9 Incorporation of Federal Transit Administration (FTA) Terms. 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. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Fort Bend County requests which would cause Fort Bend County to be in violation of the FTA terms and conditions.

29.10 Government-Wide Debarment and Suspension (Non-Procurement). The contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;
b) Suspended from participation in any federally assisted Award
c) Proposed for debarment from participation in any federally assisted Award;
d) Declared ineligible to participate in any federally assisted Award;
e) Voluntarily excluded from participation in any federally assisted Award; or
f) Disqualified from participation in ay federally assisted Award.

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 Fort Bend County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Fort Bend 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.

29.11 Notification of Disputes, Breaches, Defaults or Other Litigation.

(a) FTA Interest. Contractor understands and agrees that FTA has a vested interest in the settlement of any violation of federal law, regulation, or disagreement involving federal funds used towards this Agreement, including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

(b) Notification to FTA. Contractor understands that if a current or prospective legal matter that may affect the Federal Government emerges, the County must promptly notify the FTA Chief Counsel, or FTA Regional Counsel for the Region in which the County is located. (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the federal funds used towards this Agreement, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(c) If the County has credible evidence that Contractor or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance, the County must promptly notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the County is located.

29.12 Prevailing Wages. For all prime construction, alteration or repair contracts in excess of $2,000 funded with awards from FTA, the Contractor shall comply with the Davis-Bacon Act, as amended (40 U.S.C. §§ 3141 – 3148) as supplemented by Department of Labor regulations (29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Under 49 U.S.C. §5333(a), prevailing wage protections apply to laborers and mechanics employed in FTA assisted construction, alteration, or repair projects. In accordance with the statute, contractors shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor agrees to pay wages not less than once a week. Contractor also agrees to comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. County shall report all suspected or reported violations to the FTA. The Contractor also agrees to include these requirements in each subcontract or third-party contract at any tier.

29.13 Charter Bus Operations. The Contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. 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 as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The Contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

29.14 Contract Work Hours and Safety. The Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Where applicable, all contracts awarded by the non-Federal entity in excess of $150,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5).

(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.

(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 the 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.

(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 the 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.

(4) Subcontracts - The 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.

(5) Payrolls and basic records - Payrolls and related basic records shall be maintained by the Contractor during the course of the work and preserved for three years thereafter for all laborers and mechanics working at the worksite (or under the United States Housing Act of 1937 or the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records showing that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records of the costs anticipated or actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of registration of apprenticeship programs, certification of trainee programs, registration of the apprentices and trainees, and ratios & wage rates prescribed in applicable programs.

(6) The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. A federally assisted construction

contract must exceed $150,000 before these construction safety requirements apply to that contract.

(7) Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

(8) The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

29.15 Drug and Alcohol Testing. Contractor shall establish and maintain a comprehensive anti-drug use and alcohol abuse program that meets or exceeds all Federal regulation as contained in 49 CFR Part 665, 49 CFR Part 29, and the requirements of the Fort Bend County drug and alcohol program. The program shall include provisions for pre-employment, post-accident, random, reasonable suspicion and other drug and alcohol testing for all safety sensitive employees and subcontractors performing work or service under this agreement. Contractor will be required to furnish records for all employees providing service under this agreement.

29.16 Public Transportation Employee Protective Arrangements. (1) The Contractor agrees to comply with applicable transit employee protective requirements as follows: (a) 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 contract 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. (b) 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. (c) 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. (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.

29.17 Sensitive Security Information. Each third party contractor must protect, and take measures to ensure that its subcontractors at each tier protect, "sensitive security information" made available during the administration of a third party contract or subcontract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. Section 114(r) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.

29.18 Safe Operation of Vehicles. Contractor shall encourage their employees and other personnel that operate company-owned vehicles, company rented-vehicles, or personally operated vehicles to adopt on-the-job seat belt policies and programs.

29.19 Texting While Driving. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or behalf of the County.

29.20 Prompt Payment. The 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 the Contractor's receipt of payment for that work from County. In addition, the 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.

29.21 Transit Asset Management Plan. Contractor assures that it and will comply with FTA regulations "Transit Asset Management; National Transit Database," 49 C.F.R. parts 625 and 630, and follow applicable federal guidance.

29.22 Energy Conservation Requirements. The 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.

29.23 Resource Recovery. The Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

29.24 Clean Air. The 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 . The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to FTA.

The Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

29.25 Clean Water. The 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. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to FTA.

The Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

29.26 Environmental Justice. The Contractor agrees to, and assures that it will, promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, (2) U.S. DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) the most recent edition of FTA Circular 4703.1, "Environmental Justice Policy

Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

29.27 Environmental Protections. The Contractor agrees to, and assures that it will, comply with all applicable environmental and resource use laws, regulations,

and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.

29.28 Child Support.

Per Texas Family Code 231.006, a child support obligor or business entity remains ineligible to receive payments from state funds under a contract to provide property, materials, or services; or a state funded loan until: (1) All arrearages have been paid; (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or (3) the court of continuing jurisdiction over the child support order has granted the obligor an exemption from ineligibility as part of a court-supervised effort to improve earnings and child support payments.

Before payment can be released Contractor will supply County with the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity.

Under Section 231.006, Family Code, the Contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

29.29 Debt to State. The State shall not be responsible for the debts of the Sub recipient or Subcontractor.

29.30 Required Assurance. The Contractor, or Sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26"Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this contract or such other remedy as the County deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the Contractor from future bidding as non-responsible.

Section 30. **Entire Agreement**

This instrument contains the entire Agreement between the parties hereto relating to the rights herein granted and the obligation herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

{Execution Page Follows}
{Remainder Intentionally Left Blank}

IN TESTIMONY OF WHICH, THIS AGREEMENT shall be effective upon execution of all parties.

FORT BEND COUNTY

KP George, County Judge

3.26.2019

Date

ATTEST:

Laura Richard, County Clerk

COMMISSIONERS COURT FORT BEND COUNTY TEXAS

FIRST TRANSIT, INC.

John Mathews

Authorized Agent- Signature

John Mathews

Authorized Agent- Printed Name

SENIOR VICE PRESIDENT

Title

3-20-19

Date

REVIEWED by:

Paulette Shelton
Fort Bend County Public Transportation Director

ATTACHMENTS:

EXHIBIT A	Scope of Work
EXHIBIT B	First Transit Service Plans RFP 18-057
EXHIBIT C	Pricing Sheets
EXHIBIT D	Fort Bend County Performance Standards
EXHIBIT E	Use Report
EXHIBIT F	Contractor Organization Chart Fleet Listing
EXHIBIT G	RFP 18-057 Transfer of Fleet
EXHIBIT H	RFP 18-057 Transfer of Furniture and Equipment
EXHIBIT I	Fort Bend County Operating Standards
EXHIBIT J	Passenger Guidelines
EXHIBIT K	Ambassador Services
EXHIBIT L	RFP Response

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $1,900,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert E. Sturdivant, County Auditor

EXHIBIT A

SCOPE OF WORK

EXHIBIT A
SCOPE OF SERVICES

Section 1. GENERAL SERVICE REQUIREMENTS

1.1 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. RFP18-057 (hereinafter "RFP" attached as Exhibit L and Contractor's Final Proposal, attached as Exhibit C.

1.2 Transportation Service Plans are attached as Exhibit B. The Transportation Service Plans may change from time to time at the direction of the Fort Bend County Public Transportation Director (hereinafter "PT Director"). Any changes must be approved in writing by the PT Director or his/her designee.

1.3 County and Contractor will consult concerning the transportation requirements of County if such requirements fall below ninety percent (90%) of the annual estimated service hours authorized to Contractor at Agreement execution or exceed the annual estimated service hours authorized to Contract 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. Any changes must be approved in writing by the PT Director.

1.4 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. Any changes must be approved in writing by the County Commissioners Court.

1.5 Notwithstanding the foregoing, Contractor expressly acknowledges that the provision of services described hereunder is contingent upon receipt by County of federal, state, and local funds. County shall not be liable for failing to authorize services because of the loss of federal, state, or local funds by County.

1.6 County in cooperation with Contractor wishes to explore the utilization of sedans for a portion of transportation services. At a mutually agreed upon time, Contractor and County will analyze how sedans may improve service quality for passengers, positively affect driver turnover rates and potentially reduce costs. Should use of sedans/minivans be determined to meet the objectives, Contractor agrees to develop and negotiate rate amounts with County. Any changes, including changes to the rate, must be approved in writing by the County Commissioners Court.

1.7 Review and final edit of data for each route must be completed with two (2) working days of each route's completion. Copies of driver's manifests and other documentation will be required as necessary.

1.8 Fort Bend County reserves the right to award transportation services to additional contractors or provide all or a portion of services itself.

Section 2. RATES

2.1 Rates as expressed in Exhibit C include payment for the following:

2.1.1 Contractor's facility lease costs, including utilities, building maintenance, and janitorial services, on Eldridge Road in Sugar Land, Texas are included in rates shown on Exhibit C for years one and two only and shall remain in the rates until the Contractor moves to County's planned new facility.

2.1.2 The wage rate for drivers at the time of Agreement execution will start at $14.50 per hour and shall not fall below $14.50 per hour for the remainder of this agreement.

2.1.3 Rates on Exhibit C include moving expenses. Rates in Exhibit C are based on an estimate of contractors moving expenses. The County and the Contractor agree to meet and discuss unanticipated moving expenses necessitated by the move the County facility in year 3.

2.1.4 Rates provided include $0.05/hour for taxi/same day provider based back up services.

2.2 No additional costs will be considered unless approved in writing by the County Commissioners Court.

Section 3. REQUESTS FOR RATE INCREASE

3.1 Procedure

3.1.1 No application for a price increase may be submitted by Contractor within the first two (2) years of the contract period.

3.1.2 Year One (1) shall begin on the day of execution and end on September 30, 2019. Each subsequent year shall begin on October 1st and end on September 30th. Year Five (5) shall end on September 30, 2023.

3.1.3 During years Three (3) through Five (5), Contractor may apply for a rate increase, no more than once annually.

3.1.4 The request must be made during the first thirty (30) days of the new Contract year.

3.1.5 Price increases shall be calculated as follows: a price increase shall be less than or equal to a percentage equal to the applicable annual percentage increase in the Consumer Price Index (CPI) – South Region. This price increase will be the percent change in the CPI-South Region for all Urban Consumers, which can be found at https://www.bls.gov/regions/southeast/news-release/consumerpriceindex_south.htm.

Section 4. INCREASE CAP

4.1 The total cumulative amount of increases, over the period of five (5) years shall not exceed twenty-five (25%) of the Year One contracted rate (hereinafter the "Increase Cap"). This cap shall remain in effect throughout the dates of performance for this Agreement including any subsequent extension periods past Year Five (5).

4.2 Application for a price increase does not guarantee approval.

4.3 County reserves the right to have the Contractor provide all services and/or to provide any services directly or via other contractors.

4.4 The county may initiate price changes based on service driven volume adjustments. County agrees to negotiate with Contractor the equitable adjustments to cover increases or decreases to service rates should service volume exceed ± 10% of the service hours in Attachment A Scope of Work. Rate adjustments due to service volume changes shall be mutually agreed upon by both County and Contractor. Any rate changes initiated by County, whether increasing or decreasing, shall not be counted towards the Increase Cap.

Section 5. FACILITY LEASE (Prior to move-in to new County Transit Facility)

5.1 County intends to transition to a new Transit Administration and Operations Facility (hereinafter "County Facility") located on Bamore Road in Rosenberg, Texas during the Agreement term. Until that time, Contractor shall lease facilities on Eldridge Road in Sugar Land, Texas or such other facility as may be agreed to by County and Contractor until the new facility is ready for move-in.

5.2 Upon move in, County intends to provide all utilities, building maintenance, janitorial services, computers, and furnishings as reflected in the rates shown on Exhibit C for Years 3, 4, and 5.

5.3 When the County transitions into the new facility, rates reflected in Exhibit C for Year 3 shall be applicable and effective the first billing period following the move into the new County facility and Contractor agree to negotiate other expenses as may be needed related to the facility transition.

5.4 Any changes must be approved in writing by the County Commissioners Court.

5.5 Moving Expenses

5.5.1 Fort Bend County shall move County Equipment and Furnishings to the new facility at County's sole expense. Reference Exhibit H

5.5.2 Contractor shall move Contractor Equipment and Furnishings to the new facility at Contractor's sole expense.

5.5.3 Contractor shall move both County and Contractor owned vehicles to the new facility at County expense.

Section 6. TRANSIT EQUIPMENT

6.1 Contractor shall provide, in both County and Contractor owned vehicles, and at no cost to County, an operable data management system inclusive of mobile data terminals (MDT), bus mounting stands for MDTs, the necessary equipment to transmit data, and provider costs for MDT data transmission/connections/operation costs.

6.2 Contractor shall complete implementation, management procedures, installation, testing, and "go-live" of the data management system within 90 days of contract execution. Contractor shall utilize County's existing system and equipment during this implementation period and at its close return all County equipment to County.

6.3 Contractor services provided shall include provision of and repairs to equipment (MDT tablets/PC's) for MDT operation inclusive of Wi-Fi or other equipment necessary for cellular or other transmission of data, provider for data transmissions, Wi-Fi communication and any/all installation services as applicable (MDT mounting stands, Wi-Fi hotspot, etc.).

6.4 Contractor agrees that Wi-Fi access in buses may be accessed by other County data or security systems (AVL, Security Cameras, Route Identification, Etc.).

6.4.1 County shall provide Wi-Fi access in County facilities.

6.4.2 At the end of the Five (5) Year period, or such other time as may be agreed upon in writing, Contractor agrees to transfer all MDT and Wi-Fi equipment to County at no cost to County.

Section 7. PERFORMANCE AND OPERATIONS STANDARDS

7.1 Performance standards are identified in the attached Exhibit D and Operations Standards are identified in the attached Exhibit I, Fort Bend County Operations. Contractor will comply with County's performance-based incentives and minimum operating goals. The 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 and included in the first invoice following the completion of the quarter.

Section 8. VEHICLE FUEL AND FLUIDS

8.1 County will provide fuel at County owned fueling facilities to be used in the service of this Agreement at no cost to Contractor.

8.2 Contractor may elect to provide additional fuel tanks at either County owned facilities or Contractor owned facilities; Contractor will compensate County for fuel deliveries to these other sites either at the County's current contracted rate for fuel deliveries or at a rate of $0.02/gallon for handling, whichever is less.

8.3 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 requested by County, Contractor shall replace such fuel at its own expense.

8.3.1 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 Exhibit E and incorporated by reference. Failure by Contactor to complete and return Use Report and related refueling receipts upon return may result in Contractor being prohibited from seeking any adjustment.

8.3.2 Upon the return of the vehicle from performing services not eligible for tax exemption, the 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 provide a copy of the fuel receipt showing the date, fuel type, gallons pumped, price per gallon, fuel tax, and total and attach to the Use Report.

8.3.3 For purposes of a trip to perform services not eligible for tax exemption, Contractor is prohibited from refueling at a County refueling station.

8.3.4 Failure by Contactor to return vehicles with a full tank of fuel may result in the Contractor being prohibited from seeking any adjustment.

8.3.5 County shall have the right to withhold pending payment remedy between County and Contractor.

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

8.4 For both County and Contractor owned vehicles, Contractor shall provide the fuel needed after hours, out of service area, and/or during emergency evacuations, where or when Fort Bend County fueling facilities are not open or operating.

8.5 For emergency evacuations, fuel expenses will be reimbursed provided appropriate receipts, or other such documents as may be required are provided.

8.6 County may provide oil and or other fluids (DEF, transmission, etc.) after the transition to the new County's new Administration and Operations Facility. Within 90 days of transition to the new facility, County and Contractor agree to negotiate the provision of these fluids in an approach similar to that provided for fuel, to negotiate rate adjustments accordingly and to amend any changes into this agreement. County may elect to continue having the Contractor provide fluids at County's discretion.

Section 9. EMERGENCY OPERATIONS

9.1 County may order Contractor to suspend, delay, adjust or interrupt all or any part of the transportation services for the period that the County determines appropriate before, during, or after an emergency event.

9.2 Contractor shall assist County during emergency events by providing vehicles, supervisors, and drivers to perform evacuation services.

9.3 Contractor will not be required to provide more vehicles or drivers than are currently contracted for at the time of the emergency.

9.4 Contractor is encouraged to offer additional vehicles and drivers during an emergency event.

9.5 Charges for services during an emergency event shall be in accordance with the fees set forth in Exhibit C. Additional charges related to supervisors, dispatchers, and driver overtime compensation, lodging, and meals may be allowed when applicable.

Section 10. TRANSIT RECORDS AND REPORTS

10.1 Contractor shall provide within five (5) business days of any request, those reports and records that may be reasonably requested by County pertaining to operational data, passengers, routes, stops, mileage audits, fares, and other information having to do with daily operations.

10.2 In reviewing Contractor's records, County shall protect the confidentiality of the 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. GOVT 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.

10.3 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.

10.4 Contract shall immediately notify County, or its designated representative, and confirm in wring, the occurrence of all accidents or incidents that involve passengers, personnel or damage to property or equipment related to this Agreement. Written notification shall be provided no later than forty-eight (48) hours after the event and shall contain a complete statement of all relevant facts, photographs, video/audio, witness statements and a copy of the police report when available.

10.5 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.

10.6 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 comply with the latest FTA guidelines, including the required financial, safety, service supplied/consumed, fleet composition, and similar forms.

10.7 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.

10.8 As applicable, Contractor shall prepare and submit the federally required Title VI Report and Plan in accordance with federal requirements and no later than the federally required due date. Contractor shall provide the County a copy of the submission within forty-eight (48) hours of its filing.

10.9 Contractor shall prepare and submit the federally required Annual Drug and Alcohol Testing Report in accordance with federal requirements and due date. Contractor shall provide County a copy of the report within forty-eight (48) hours of its filing.

10.10 Upon request of County or requirement of funding agencies, Contractor shall prepare and submit such other reports as may be required over the course of the contract. Contractor shall provide County copies of any filings within forty-eight (48) hours of filing as applicable.

Section 11. RESERVATIONS / SCHEDULING / DISPATCH

11.1 Unless otherwise agreed to in writing, the Contractor shall perform dispatching activities. Dispatching activities shall be performed by qualified personnel with an emphasis on safety and on-time performance

11.2 Contractor shall perform driver and vehicle assignments. The County reserves the right to assign vehicles and/or to approve driver assignments at its discretion. Contractor shall ensure that vehicle assignment are based on safety, ADA and passenger load requirements, and passenger comfort. The County owned fleet shall be selected as priority assignment whenever possible unless otherwise agreed to.

11.3 Unless otherwise agreed to in writing, for fixed route services, County shall be responsible for determining routes and schedules upon consultation with the contractor. Contractor shall adhere to schedules produced by County unless unplanned incidents (mechanical

breakdowns, accidents, traffic delays, emergency closings, re-routing due to emergency, traffic or weather conditions) prevent completion of schedule as published.

11.4 Unless otherwise agreed to in writing, for demand response services, County shall be responsible for taking reservations and producing daily schedules. Contractor shall adhere to schedules produced unless unplanned incidents (mechanical breakdowns, accidents, traffic delays, emergency closing, re-routing due to emergency, traffic or weather conditions) prevent completion of schedules as provided by County.

11.5 Combined routes/schedules due to excessive absenteeism or prolonged position vacancies for dispatching or driving staff shall be avoided and addressed by Contractor.

11.6 Contractor agrees to take all steps possible to notify the public of any schedule disruption for all service modes.

11.7 Should contractor identify a need to develop alternative run cut(s) for any mode of service, County agrees to work with Contractor to produce a schedule(s) fitting contractor staffing hours/days.

11.8 Contractor may utilize taxi or other same-day transportation providers to assist with meeting on-time performance and customer service goals at contractor's expense under the following conditions:

11.8.1 Contractor agrees to utilize providers who meet or exceed FTA requirements for the performance of public transportation services.

11.8.2 Contractor agrees to utilize providers who meet or exceed County requirements for the provision of service, including but not limited to vehicle and driver standards.

11.8.3 Contractor agrees that no-charges for same-day providers will be assessed to passengers.

11.8.4 Contractor agrees that the intent for the use of same-day providers is to ensure customer service and on-time performance objectives are met and that no same-day provider will be utilized to perform routes that cannot be performed due to staff shortages without the express written consent of County.

11.8.5 Contractor and County may agree to automatically schedule selected trips to a same-day provider in cases where a route would need to travel to the outer limits of the County for extremely small passenger loads and trip lengths less than 15 miles.

11.8.6 Contractor agrees to limit trips assigned to same-day providers as follows:

11.8.6.1 Those trips necessary to carry passengers already onboard a route to their final destination when the route is disrupted due to an accident, mechanical breakdown or emergency incident preventing the continuation of the route.

11.8.6.2 Those trips necessary to bring a disrupted route back on-schedule while an alternate bus/driver is being routed to take over the disrupted route.

11.8.6.3 Those Guaranteed Ride Home (GRH) trips where the cost of providing the trip is less than the fee for GRH trips provided in Exhibit C.

Section 12. USE OF SOFTWARE

12.1 County will ensure that the 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.

12.2 County reserves the right to perform dispatching services in-house with a corresponding rate to be negotiated should this occur.

Section 13. SAFETY PROGRAM

13.1 Contractor shall be responsible for implementing, maintaining, and previewing a comprehensive transportation safety program annually. At a minimum, safety program shall 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 (RFP) 18-057, Exhibit I – Fort Bend County Operations Standards, and Exhibit J – Fort Bend County Passenger Guidelines.

Section 14. MANAGEMENT – PERSONNEL / FLEET

14.1 Exhibit F – Contractor Organizational Chart/Fleet Listing – Contractor shall provide services as detailed in the Scope of Services. Contractor's organizational chart and fleet listing detailing Contractor's key personnel and equipment approach to address the requirements detailed in Fort Bend County Request for Proposal 18-057 shall include the names of Key Personnel (Site Manager, Site Manager Supervisor, Road, and Safety Supervisors, Maintenance Supervisors, and Administrative Managers) as applicable. Organization Chart shall include the number of positions to be provided for other key operational staff (dispatchers, road supervisors, service employees, etc.) as applicable. Contract Fleet listing shall include the age, data, mileage, vehicle number, license plate number and condition of vehicles to be utilized in providing services to County.

14.2 Contractor shall notify County in writing of any changes to Key Personnel through the course of the contract. County shall approve any key personnel changes.

14.3 Contractor agrees that key management and operational staff are dedicated to County services and will not be shared or allocated to other contracts.

14.4 County and Contractor acknowledge that staffing and fleet requirements will fluctuate over the course of the contract. Contractor shall provide the staffing and fleet levels identified in Exhibit F and County shall approve any proposed changes during the course of this agreement.

14.5 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.

14.6 Contractor will designate the site manager, maintenance manager, and a crisis management contact person (for emergency contact with County). Contractor shall inform County of the names(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 and qualifications in sufficient detail to permit evaluation of the proposed individual and/or Impact on the services. Contractor shall make no such substitutions without first securing County approval.

14.7 County shall employ management personnel who shall be responsible for the coordination of the transportation requirements of County to be furnished under this Agreement and who shall be County's liaison to Contractor.

14.8 County will designate a crisis management contact person for emergency contact with the Contractor. County shall inform Contractor of the names(s), contact telephone number(s), and address(es) of such management personnel.

14.9 Contractor is required to provide dispatching services at all times vehicles are in service.

14.10 Contractor is required to ensure that telephones are answered at all times vehicles are in service. All calls are to be answered promptly and courteously and before the tenth (10^{th}) ring. Calls should not be placed on hold more than five minutes without prior notification to the caller. Individuals answering calls are to identify themselves by name upon answering calls.

14.11 Contractor personnel and contractors shall adhere to all County policies while on County premises, in vehicles used to perform County services and/or while performing County services.

14.12 Contractor personnel and contractors shall adhere to County, State and Federal guidelines for tobacco, drugs and alcohol use at all times County services are being performed and/or personnel or contractors are on County premises or in County vehicles.

14.13 In addition to the requirements stated herein, services will meet all requirements specified in the RFP, the Fort Bend County Exhibit I – Fort Bend County Operations Standards and Exhibit J – Fort Bend County Passenger Guidelines as applicable.

14.14 Contractor shall notify County in writing of any changes to vehicles being used throughout the course of the contract. County shall approve any proposed changes.

14.15 Exhibit F – Contractor Organization Chart/Fleet Listing shall include an inventory of the Contractor owned fleet to be provided to County at Contract inception. The inventory shall be updated at least annually and kept on file in Contractor's County provided office facility. Copies of completed inventories shall be furnished to County within ten (10) days of completion.

Section 15. OPERATIONS PERSONNEL – DRIVERS / MAINTENANCE / SUPPORT

15.1 Contractor shall employ a sufficient number of qualified drivers, maintenance, and support personnel to assure County of continuous, reliable, safe, and on-time service.

15.2 Excessive absenteeism or prolonged position vacancies for key personnel including management personnel, supervisors, drivers, dispatchers, mechanics, and service workers shall be avoided and addressed by Contractor.

15.3 Contractor shall not permit its personnel to smoke inside County facilities or on buses, to drink any intoxicating beverage, or to be under the influence of drugs or alcohol while operating any bus OR while performing any safety-sensitive function.

15.4 Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder; provide, 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.

15.5 Contractor shall provide qualified driver/trainers and qualified drivers, trained and licensed in accordance with 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:

15.5.1 Drivers shall satisfy minimum requirements as identified in County's Request for Proposals 18-057.

15.5.2 Possess a valid license or permit issues by this State authorizing such person to operate a vehicle of the type being operated.

15.5.3 Be certified by a duly licensed medical practitioner as medical qualified and free of medical or physical conditions, which, absent reasonable accommodation, would limit the safe operation of a bus. The physical examination shall be conducted prior to employment and periodically hereafter as permitted by law.

15.5.4 Possess a satisfactory driving record and criminal history record, after reviewing of such records prior to employment and periodically thereafter to the extent permitted or available by law.

15.5.5 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.

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

Section 16. TRAINING REQUIREMENTS

16.1 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 and Exhibit I – Fort Bend County Operations Standards. County shall have the right to review course content.

16.2 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.

16.3 County may not distribute materials to drivers without Contractor's prior approval.

16.4 Contractor will ensure that all personnel performing County services shall receive periodic training related to their specific job duties to ensure a qualified workforce.

Section 17. VEHICLES

17.1 Contractor shall provide a minimum of ten (10) new or used buses as fleet reserves at contract start with size and condition subject to County approval. Vehicles provided must meet County vehicle standards.

17.2 Contractor shall at all times maintain a Contractor/County owned spare fleet ratio of a minimum of twenty (20) percent of the average daily-required fleet inclusive of county and contractor-owned vehicles.

17.3 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.

17.4 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 registration and safety inspection fees for County vehicles and all traffic and toll violations related to the transportation services.

17.5 Exhibit G – Fort Bend County Fleet Inventory to this agreement represents the County owned vehicles to be conveyed to Contractor at contract inception. The inventory shall be updated at least annually and kept on file in the County Public Transportation Department offices. Copies of completed inventories shall be furnished to the Contractor upon request.

17.6 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, USDOT, TXDOT, TXDPS, and Exhibit I – Fort Bend County Operations Standards.

17.7 Contractor shall maintain the buses (County and Contractor owned) used to provide transportation services under this Agreement in good operating condition and in accordance with law, accepted industry safety and maintenance standards, vehicle manufacturers recommendations, and Exhibit I – Fort Bend County Operations Standards.

17.8 Contractor will follow the vehicle preventative maintenance schedule detailed in Exhibit I – 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.

17.9 County will consult with the Contractor from time to time regarding updates, changes, or additions to Exhibit I – 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.

17.10 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.

17.11 All accident or incident body damage shall be repaired within a reasonable time.

17.12 Any 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, the 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.

17.13 County may elect to provide funding to refurbish County owned vehicles that have reached or exceeded their useful life. County and Contractor shall agree in writing to the refurbishment elements, the timeline for completion and vehicle(s) to be refurbished and shall amend any funding adjustments into the contract as applicable.

17.14 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 specialized equipment, the parties shall negotiate in good faith, to mutual agreement, on alternative pricing and availability of vehicles to service County under this Agreement.

17.15 If 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.

17.16 Contractor agrees that all vehicles shall be equipped with at least two forms of non-redundant communication with drivers (approved two-way radio communication, cell phones, MDT, etc.) at the Contractor's expense. Communication devices will be maintained in working order.

17.17 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.

17.18 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 at least annually.

Section 18. EQUIPMENT AND FURNISHINGS

18.1 Contractor shall, at its sole cost and expense, maintain any County equipment and furniture used by Contractor, in good and clean condition and repair in accordance with the manufacturer's preventative maintenance guidelines throughout the term of this Agreement.

18.2 Contractor shall be responsible for the cost of preventative maintenance repairs as applicable.

18.3 Contractor shall, at its sole cost and expense, repair any damage to County equipment or furnishings caused by Contractor throughout the term of this Agreement.

18.4 Contractor shall notify County of needed repairs or replacements prior to commencing repairs/replacement. If Contractor fails to repair such damage within thirty (30) days *due to circumstances within its control* and after written demand from County, the County shall have the right to do so at Contractor's expense.

18.5 Contractor covenants and agrees that County equipment and furnishings shall be used and maintained in conformity with all applicable laws, codes, administrative regulations, and such covenants and restrictions as are imposed upon County equipment 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.

18.6 Contractor agrees that County furnishings and equipment shall only be used to carry out County services.

18.7 Contractor agrees at its own expense to perform routine maintenance and/or repair of furnishings and equipment provided by County.

18.8 Contractor hereby acknowledges and agrees that the use granted hereunder does not confer upon the Contractor any right, title, or interest in County equipment or furnishings, as Contractors or otherwise, and Contractor herby expressly disclaims any such right, title, or interest in any County furnishing or equipment.

18.9 County and Contractor agree that any County equipment or furnishings 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 equipment and furnishings at the time of initial transfer to Contractor's use and note such condition in the inventory file.

18.10 Exhibit H - Fort Bend County Furnishing/Equipment Inventory to this agreement represents the equipment and furnishings conveyed to Contractor at contract inception. The inventory shall be updated at least annually and kept on file in the Fort Bend County Public Transportation Department offices. Copies of completed inventories shall be furnished to the Contractor upon request.

18.11 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.

18.12 Contractor agrees that it shall not add any additions or alterations to County equipment or furnishings without the express written consent of County. Costs associated with any additions or alterations shall be negotiated at the time the request is made and amended into the agreement.

18.13 County and Contractor have negotiated equipment and furnishings use arrangement in which County is currently providing Contractor use of equipment and furnishings at a County Facility located at 1809 Eldridge Road, Sugar Land, Texas 77478, and on Contractor and County owned buses. In addition, the Contractor is providing a maintenance facility such as furnishings and equipment may be used and/or stored. County acknowledges that Contractor-owned equipment and furnishings are also utilized at these locations. Upon presentation of reasonable alternatives and with sufficient advance notice, County and Contractor shall both have the right to renegotiate the current arrangement should suitable alternatives be identified. Both parties will negotiate in good faith and to a mutual agreement, any change in the current arrangement.

18.14 All costs for equipment and furnishings at these locations provided for the Contractor's use, together with any penalties, surcharges, or the like pertaining thereto and any

maintenance charges are paid by Contractor if damages are due to routine use, neglect, theft or ill-used.

Section 19. FACILITIES

19.1 County shall allow Contractor personnel access to County facilities and fueling facilities to provide 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.

19.2 Contractor agrees to adhere to reasonable practice while utilizing County facilities in regards to utility consumption, facility use, and cleanliness. Contractor shall rectify excessive or unreasonable utility or facility use or uncleanliness at Contractor's expense.

19.3 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 card and entry keys must be replaced at the Contractor's expense.

19.4 All contractor personnel or contractors granted access to County facilities shall adhere to all County safety and security policies as well as all Federal, State and Local laws.

19.5 Contractor assumes liability for all actions of its personnel or contractors 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.

19.6 Contractor will be responsible for the cost of damage or loss or recover costs resulting directly from negligent use of County provided facilities, furnishings, equipment, data systems, washing systems, fluid systems. This shall include the cost of damage or loss resulting from the operations of fuel/fluid pumps and/or operation of vehicle washing facilities operated by Contractor. Cost shall include recover costs and/or the cost of cleaning up spill, repair to damaged fuel or fluid pumps or bus wash systems, the replacement lost fuel system key tags, and the cost of any unauthorized fuel dispensed by keys issued to Contractor or unauthorized use of vehicle washing facilities.

19.7 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.

19.8 Contractor shall, at its sole cost and expense, maintain any County facilities, furniture or equipment used by Contractor, in good and clean condition and repair throughout the term

of this Agreement. Contractor shall not be responsible for the 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. Contractor shall notify County of needed repairs or replacements prior to commencing repairs/replacement. If Contractor fails to repair such damage within thirty (30) days after written demand from County, the County shall have the right to do so at Contractor's expense.

19.9 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.

19.10 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.

19.11 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.

19.12 Contractor agrees that it shall not add any additions or alterations to County facilities without the express written consent of County. Costs associated with any additions or alterations shall be negotiated at the time the request is made and amended into the agreement.

19.13 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.

19.14 County and Contractor have negotiated a facility arrangement in which County is providing Contractor use of parking and office space at a County facility located at 1809 Eldridge Road, Sugar Land, Texas 77478, 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. Both parties will negotiate in good faith and to a mutual agreement, any change in the current facility arrangement.

19.15 All costs for utility services at County facilities located on Eldridge Road in Sugar Land Texas 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 the reasonable cost of routine maintenance, pest control, and cleaning services. County will provide routine pest control and cleaning services.

Section 20. CONTINUITY OF SERVICES

20.1 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.

20.2 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 the successor to set mutually agreeable dates and times to attend training sessions. It is understood that such training and scheduled release dates must allow the Contractor to meet service obligations through the end of the contract.

20.3 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, furnishings, and equipment. Contractor will perform professionally and courteously 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.

20.4 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.

20.5 At least 30 days prior to the end of the Contract conclusion period, County and Contractor agree to perform a detailed inspection of County facilities, equipment and supplies for the purposes of establishing the current condition and general state of repair for the existing County facilities, furnishing, equipment and supplies before the successor assumes maintenance responsibility. The inspection will document the current physical condition of the existing County furnishings and equipment as well as the condition of certain mechanical components. For parts and/or supplies, an interim inventory shall be agreed to

in writing and finalized on the last day of the contract period. The condition report for furnishings and equipment shall include at a minimum the following items:

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

20.5.2 Photographs of each item inspected, the inventory tag number, and a listing of all significant discrepancies or damages (including pictures of the interior and exterior surfaces of each as applicable).

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

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

20.5.5 Repair estimates for recommended actions.

20.5.6 Upon completion of the 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 and any equipment not operating due to mechanical failure. County and Contractor agree that non-safety items such as minor scuffs and/or damage, and repairs recommended for aged or reserve equipment or furnishings may be left unrepaired, at the sole discretion of County, but noted in the file at the time of transition.

20.6 For the purposes of transitioning the fleet to a new contractor at the end of the Contract term, County and Contractor agree to provide all vehicle maintenance records for the current County fleet and have an independent third party perform a detailed vehicle condition inspection by County at County expense beginning at least 60 days prior to the end of the contract term. An inspection report shall be completed as the result of the inspection to establish 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. A written report shall be produced that shall include at a minimum the following items for each vehicle:

20.6.1 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.

20.6.2 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.

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

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

20.6.5 Repair estimates per vehicle for recommended actions.

20.6.6 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 expenses, elect to have necessary repairs performed by Contractor, County, or other third party contractors.

20.6.7 County and Contractor agree that Contractor shall perform at the Contactors' expense, all repairs necessary due to the failure of the contractor to perform scheduled preventative maintenance repairs and/or substantial body or mechanical repairs. County and Contractor agree that County may not require substantial body repair or mechanical repairs recommended for vehicles and allow vehicles to be unrepaired for vehicles scheduled to be replaced within 30 days of contract expiration at the sole discretion of the County. 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.

20.7 Prior to the expiration of this Agreement, Contractor shall remove all additions or alterations to County facilities, vehicles, equipment or furnishings made by Contractor and shall, at Contractor's sole cost and expense, make any repairs caused by Contractor during the removal of the alteration and additions.

20.8 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 faction of the parties.

Section 21. AMBASSADOR SERVICE

21.1 Contractor will provide Ambassadors including one On-Site Manager during normal operating hours for County as defined in Exhibit K. The number of Ambassadors needed and shift times will be determined by County. Contractor will hire and schedule employees to accommodate service levels as determined County. Ambassador Services will be provided by Contractor at the rates stated in this Agreement but will terminate as of July 2, 2019 or until County enters into an Agreement for Ambassador Services pursuant to RFP 19-047, whichever shall occur first.

EXHIBIT B

RFP 18-057 FIRST TRANSIT SERVICE PLANS

FORT BEND COUNTY PUBLIC TRANSPORTATION
SERVICE PLAN

SERVICE PLAN NAME:	**DEMAND RESPONSE**
START DATE:	**Upon Execution of Contract**
END DATE:	**Automatically renews annually unless otherwise notified in writing**
SERVICE DAYS:	**Monday through Friday, excluding County holidays**
HOURS OF OPERATION:	**Schedules determined on a daily basis.**
NUMBER OF VEHICLES	**Daily avg. 20**
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/Manifest are to be produced by the County and furnished to the contractor by 8 pm 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 day of canceled 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 updating dispatch software, as applicable. Contractor will be responsible for ensuring 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 _____ Date _____

FORT BEND COUNTY PUBLIC TRANSPORTATION
SERVICE PLAN

SERVICE PLAN NAME:	**Richmond/Rosenberg Point Deviation**
START DATE:	**Upon Execution of Contract**
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:	**12.7**
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 averages 252 service days per year utilizing County owned fleet and contractor-owned fleet as necessary. Deviation Trip Origin priority in Urban Service Area and scheduled to allow timed stops to be performed on-time. Deviation schedules/manifests are to be produced by the County and furnished to the contractor by 8 pm 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 canceled 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 deviation trips, accommodating service interruptions (incidents, accidents, traffic congestion etc.) and update dispatch software as applicable. Contractor will be responsible for ensuring 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

FORT BEND COUNTY PUBLIC TRANSPORTATION
SERVICE PLAN

SERVICE PLAN NAME:	**Texas Medical Center Commuter Service**		
START DATE:	**Upon Execution of Contract**	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. - 8**		
MINIMUM SERVICE HOURS PER DAY PER VEHICLE:	**Approx. 7**		
MAXIMUM SERVICE HOURS PER DAY PER VEHICLE:	**Approx. 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 averages 252 service days per year utilizing County owned fleet and contractor-owned fleet as necessary. This service is open to the General Public. 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 canceled 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 ensuring 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 _____ Date _____

FORT BEND COUNTY PUBLIC TRANSPORTATION
SERVICE PLAN

SERVICE PLAN NAME:	**Greenway Commuter Service**
START DATE:	**Upon Execution of Contract**
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:	**Approx. 7**
MAXIMUM SERVICE HOURS PER DAY PER VEHICLE:	**Approx. 7**
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 averages 252 service days per year utilizing County owned fleet and contractor-owned fleet as necessary. This service is open to the General Public. 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 canceled 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 ensuring 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

Date

FORT BEND COUNTY PUBLIC TRANSPORTATION
SERVICE PLAN

SERVICE PLAN NAME:	**Galleria/Post Oak Commuter Service**		
START DATE:	**Upon Execution of Contract**	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:	**Approx. 7**		
MAXIMUM SERVICE HOURS PER DAY PER VEHICLE:	**Approx. 7**		
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 averages 252 service days per year utilizing Contractor owned fleet and contractor-owned fleet as necessary. This service is open to the General Public. 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 canceled 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 ensuring 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

Date

FORT BEND COUNTY PUBLIC TRANSPORTATION
SERVICE PLAN

SERVICE PLAN NAME:	**Guaranteed Ride Home**
START DATE:	**Upon Execution of Contract**
END DATE:	**Automatically renews annually unless otherwise notified in writing**
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 and service, and maintain counts of the number of rides provided by passenger. 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

EXHIBIT C

PRICING SHEETS

Fort Bend County Public Transportation
Cost Matrix

Please complete all applicable unshaded cells. Use the Explanations and Assumptions column to detail or note any information you feel pertinent to your bid. You must also include the methodology used to arrive at your rates. Attach additional sheets as necessary. (NOTE: The gray shaded cells contain formulas that will automatically calculate.)

	Before Facility Move-In Yr One 10/1/2018 - 9/30/2019	Before Facility Move-In Yr Two 10/1/2019 - 9/30/2020	In New Facility Yr Three 10/1/2020 - 9/30/2021	In New Facility Yr Four 10/1/2021 - 9/30/2022	In New Facility Yr Five 10/1/2022 - 9/30/2023	Explanations and Assumptions
OPERATIONS LABOR						
Vehicle Operators ($14.50 per hour)	$ 1,845,338.93	$ 1,887,184.23	$ 1,931,590.05	$ 1,977,691.78	$ 2,026,550.31	Starting wage is $14.50
Safety and Training	$ 185,319.95	$ 197,068.24	$ 199,558.60	$ 201,540.95	$ 203,043.94	
Field Supervision	$ 65,000.00	$ 66,625.00	$ 68,290.63	$ 69,997.89	$ 71,747.84	
Dispatchers	$ 135,559.10	$ 137,999.16	$ 140,483.14	$ 143,011.84	$ 145,586.05	
General Manager	$ 108,521.88	$ 110,692.31	$ 112,906.16	115164.2819	$ 117,467.57	
Operations Manager	$ 56,844.79	$ 57,981.69	$ 59,141.32	$ 60,324.15	$ 61,530.63	
Scheduler	$ -	$ -	$ -	$ -	$ -	Not Part of Total. Year One estimate is $70,740.14 See attached
Reservationist	$ -	$ -	$ -	$ -	$ -	Not Part of Total. Year One estimate is $260,212.21 schedule
Payroll Taxes	$ 212,885.54	$ 218,631.51	$ 223,930.57	$ 229,394.22	$ 234,879.14	
Worker's Compensation	$ 100,352.92	$ 105,447.51	$ 110,386.86	$ 115,580.19	$ 120,935.92	
Subtotal: Operations Labor	$ 2,709,823.10	$ 2,781,629.64	$ 2,846,287.32	$ 2,912,705.31	$ 2,981,741.39	
MAINTENANCE LABOR						
Mechanics	$ 258,669.81	$ 263,325.87	$ 268,065.74	$ 272,890.92	$ 277,802.96	
Supervisors/Foreman	$ 150,138.17	$ 153,016.36	$ 155,949.87	$ 158,939.76	$ 161,987.14	
Maintenance Clerk	$ 62,231.77	$ 63,351.94	$ 78,501.36	$ 79,914.38	$ 81,352.84	This is actually (2) full-time and (1) part-time service workers
Payroll Taxes	$ 43,733.01	$ 44,588.05	$ 47,084.41	$ 48,016.61	$ 48,968.65	
Worker's Compensation	$ 16,352.32	$ 16,986.76	$ 17,645.83	$ 18,330.49	$ 19,041.72	
Subtotal: Maintenance Labor	$ 531,125.07	$ 541,268.98	$ 567,247.20	$ 578,092.16	$ 589,153.30	
MAINTENANCE						
Vehicle Parts	$ 363,541.23	$ 424,594.84	$ 422,773.84	$ 498,620.63	$ 595,651.44	
Tires	$ 41,827.64	$ 41,864.13	$ 41,855.59	$ 41,844.61	$ 41,831.49	
Fluids	$ 16,731.06	$ 16,745.65	$ 16,742.24	$ 16,737.84	$ 16,732.59	
Shop Supplies	$ 3,500.00	$ 3,587.50	$ 3,677.19	$ 3,769.12	$ 3,863.35	
Tools and Equipment	$ 24,395.76	$ 20,526.94	$ 14,686.72	$ 2,609.75	$ 2,715.38	
Fleet License/Inspection	$ 10,000.00	$ 10,250.00	$ 10,506.25	$ 10,768.91	$ 11,038.13	
Subtotal: Maintenance	$ 459,995.69	$ 517,569.06	$ 510,241.84	$ 574,350.86	$ 671,832.37	
OTHER OVERHEAD						
Uniforms	$ 10,100.00	$ 10,352.50	$ 10,611.31	$ 10,876.60	$ 11,148.51	
Recruiting	$ 2,160.00	$ 2,214.00	$ 2,269.35	$ 2,326.08	$ 2,384.24	
Background/Driving Records	$ 8,160.00	$ 9,235.25	$ 9,287.53	$ 9,336.64	$ 9,194.76	
Training	$ 22,750.00	$ 23,318.75	$ 23,901.72	$ 24,499.26	$ 25,111.74	
Drug Testing	$ 22,968.00	$ 25,653.70	$ 25,862.19	$ 26,065.06	$ 25,807.15	
Subtotal: Other Overhead	$ 66,138.00	$ 70,774.20	$ 71,932.09	$ 73,103.64	$ 73,646.40	
ADMINISTRATION						
General & Administrative Staff	$ 101,634.10	$ 103,594.60	$ 105,593.00	$ 107,630.06	$ 109,706.50	
Payroll Taxes	$ 8,907.19	$ 9,078.29	$ 9,252.72	$ 9,430.54	$ 9,611.81	
Worker's Compensation	$ 2,032.68	$ 2,113.33	$ 2,197.18	$ 2,284.36	$ 2,375.00	
Other Benefits	$ 334,266.18	$ 352,541.29	$ 372,153.56	$ 392,362.58	$ 411,291.52	Includes health benefits, life insurance, and paid-time-off
Administrative Materials/Supplies	$ 689,958.84	$ 647,501.68	$ 591,694.66	$ 565,607.11	$ 508,767.66	See attached sheet; includes Taxi back-up service
Subtotal: Administrative Costs	$ 1,136,798.98	$ 1,114,829.19	$ 1,080,891.12	$ 1,077,314.64	$ 1,041,752.50	
INSURANCE						
Auto Insurance (Revenue Fleet Only)	$ 172,433.92	$ 176,035.58	$ 179,519.79	$ 183,062.26	$ 186,665.13	
General Liability	$ 9,075.47	$ 9,265.03	$ 9,448.41	$ 9,634.86	$ 9,824.48	
Performance Bond	$ 4,125.00	$ 4,228.13	$ 4,333.83	$ 4,442.17	$ 4,553.23	
Subtotal: Insurance	$ 185,634.39	$ 189,528.74	$ 193,302.03	$ 197,139.29	$ 201,042.84	

Fort Bend County Public Transportation
Cost Matrix

Please complete all applicable unshaded cells. Use the Explanations and Assumptions column to detail or note any information you feel pertinent to your bid. You must also include the methodology used to arrive at your rates. Attach additional sheets as necessary. (NOTE: The gray shaded cells contain formulas that will automatically calculate.)

	Before Facility Move-In Yr One 10/1/2018 - 9/30/2019	Before Facility Move-In Yr Two 10/1/2019 - 9/30/2020	In New Facility Yr Three 10/1/2020 - 9/30/2021	In New Facility Yr Four 10/1/2021 - 9/30/2022	In New Facility Yr Five 10/1/2022 - 9/30/2023	Explanations and Assumptions
COST SUMMARY						
Subtotal: Operations Labor	$ 2,709,823.10	$ 2,781,629.64	$ 2,846,287.32	$ 2,912,705.31	$ 2,981,741.39	
Subtotal: Maintenance Labor	$ 531,125.07	$ 541,268.98	$ 567,247.20	$ 578,092.16	$ 589,153.30	
Subtotal: Maintenance	$ 459,995.69	$ 517,569.06	$ 510,241.84	$ 574,350.86	$ 671,832.37	
Subtotal: Other Overhead	$ 66,138.00	$ 70,774.20	$ 71,932.09	$ 73,103.64	$ 73,646.40	
Subtotal: Administrative Costs	$ 1,136,798.98	$ 1,114,829.19	$ 1,080,891.12	$ 1,077,314.64	$ 1,041,752.50	
Subtotal: Insurance	$ 185,634.39	$ 189,528.74	$ 193,302.03	$ 197,139.29	$ 201,042.84	
TOTAL COSTS USING FBC OWNED VEHICLES	$ 5,089,515.23	$ 5,215,599.82	$ 5,269,901.60	$ 5,412,705.90	$ 5,559,168.81	
ADD: CONTRACTOR VEHICLE COSTS	$ 88,400.05	$ 98,585.05	$ 148,175.00	$ 148,175.00	$ 148,175.00	
TOTAL COSTS USING CONTRACTOR OWNED VEHICLES	$ 5,177,915.28	$ 5,314,184.87	$ 5,418,076.60	$ 5,560,880.90	$ 5,707,343.81	
DEMAND RESPONSE/POINT DEVIATION (MINI-VAN OR 16 PASSENGER BUS)						
Est Service Hours: Demand Response/Point Deviation	68696	68696	68696	68696	68696	
# of FBC Vehicles - Demand Response/Point Deviation	24	24	24	24	24	estimation for reference only
Est Service Hours: County Vehicle	87.20%	87.20%	87.20%	87.20%	87.20%	estimation for reference only
Est Service Hours: Contractor Vehicle	12.80%	12.80%	12.80%	12.80%	12.80%	estimation for reference only
# of Contractor Vehicles - Demand Response/Point Deviation	1	1	1	1	1	
FBC Vehicle - Cost Per Service Hour	$ 49.03	$ 50.32	$ 51.29	$ 52.64	$ 54.03	Does not include Scheduler and Reservationist costs
Contractor Vehicle - Cost Per Service Hour	$ 60.54	$ 62.14	$ 63.43	$ 65.11	$ 66.83	Does not include Scheduler and Reservationist costs
COMMUTER (32 or 42 PASSENGER BUS)						
Est Service Hours: Commuter	34086	34086	34086	34086	34086	
# of FBC Vehicles - Commuter	18	18	18	18	18	estimation for reference only
Est Service Hours: County Vehicle	75.00%	75.00%	75.00%	75.00%	75.00%	estimation for reference only
Est Service Hours: Contractor Vehicle	25.00%	25.00%	25.00%	25.00%	25.00%	estimation for reference only
# of Contractor Vehicles - Commuter	7	7	7	7	7	
FBC Vehicle - Cost Per Service Hour	$ 47.22	$ 48.46	$ 49.38	$ 50.68	$ 52.01	Does not include Scheduler and Reservationist costs
Contractor Vehicle - Cost Per Service Hour	$ 58.73	$ 60.28	$ 61.52	$ 63.15	$ 64.82	Does not include Scheduler and Reservationist costs
CHARTER (NO MINIMUM SIZE-MAXIMUM BUS SIZE 42 PASSENGER)						
Est # of trips: Charter	10	10	10	10	10	
# of Contractor Vehicles - Charter	2	2	2	2	2	
FBC Vehicle - Cost Per Service Hour (must be same rate as Commuter)	$ 47.22	$ 48.46	$ 49.38	$ 50.68	$ 52.01	Does not include Scheduler and Reservationist costs
Contractor Vehicle - Cost Per Service Hour (must be same rate as Commuter)	$ 58.73	$ 60.28	$ 61.52	$ 63.15	$ 64.82	Does not include Scheduler and Reservationist costs
GUARANTEED RIDE HOME (MUST BE ADA ACCESSIBLE IF REQUESTED)						
Est # of trips: Guaranteed Ride Home	48	48	48	48	48	
Flat Rate per Trip	$ 45.00	$ 46.13	$ 47.28	$ 48.46	$ 49.67	

	Before Facility Move-In	Before Facility Move-In	In New Facility	In New Facility	In New Facility
	Yr One	Yr Two	Yr Three	Yr Four	Yr Five
	10/1/2018 - 9/30/2019	10/1/2019 - 9/30/2020	10/1/2020 - 9/30/2021	10/1/2021 - 9/30/2022	10/1/2022 - 9/30/2023
Administrative Materials/Supplies					
Non-Revenue Vehicles	$ 16,356.60	$ 16,751.68	$ 17,170.38	$ 17,561.33	$ 18,201.00
Property Taxes	$ 20,000.00	$ 20,500.00	$ 21,012.50	$ 21,537.81	$ 22,076.26
Tolls	$ 2,400.00	$ 2,460.00	$ 2,521.50	$ 2,584.54	$ 2,649.15
Office Equipment & Supplies	$ 18,864.00	$ 19,225.85	$ 19,596.75	$ 20,314.46	$ 20,704.14
Facility Rent, Utilities & Maintenance	$ 79,680.00	$ 81,672.00	$ -	$ -	$ -
Telephone	$ 39,000.00	$ 39,975.00	$ 40,974.38	$ 41,998.73	$ 43,048.70
Outside Services	$ 8,748.00	$ 8,966.70	$ 9,190.87	$ 9,420.64	$ 9,656.16
Corporate Overhead	$ 197,334.47	$ 205,272.12	$ 210,375.10	$ 217,860.85	$ 226,843.06
Profit	$ 249,764.92	$ 193,551.18	$ 209,376.83	$ 171,469.44	$ 101,312.39
Drivecam	$ 31,584.00	$ 32,373.60	$ 33,182.94	$ 34,012.51	$ 34,862.83
GeoTab	$ 9,408.00	$ 9,643.20	$ 9,884.28	$ 10,131.39	$ 10,384.67
Moving Expenses	$ -	$ -	$ 1,000.00	$ 1,000.00	$ 1,000.00
Taxi Backup ($0.05/hour)	$ 5,158.85	$ 5,158.85	$ 5,158.85	$ 5,158.85	$ 5,158.85
Misc Other	$ 11,660.00	$ 11,951.50	$ 12,250.29	$ 12,556.54	$ 12,870.46
Total Administrative Materials/Supplies	$ 689,958.84	$ 647,501.68	$ 591,694.66	$ 565,607.11	$ 508,767.66

EXHIBIT D

FORT BEND COUNTY PERFORMANCE STANDARDS

FORT BEND COUNTY PUBLIC TRANSPORTATION
QUARTERLY PERFORMANCE STANDARD ASSESSMENT

Select applicable quarter:

- ☐ 1st Quarter: October, November December
- ☐ 2nd Quarter: January, February, March
- ☐ 3rd Quarter: April, May, June
- ☐ 4th Quarter: July, August, September

PERFORMANCE STANDARD MEASUREMENT	AMOUNTS Incentive	AMOUNTS Disincentive	ACTUAL PERFORMANCE THIS QUARTER		
Safety & Security			Qtrly Service Cost	# NTD Incidents per 100k	Amount Assessed
Goal: NTD Reportable Incidents <1.5 per 100,000 miles	$ -	$ (2,250)	n/a	0.00	0
Vehicle Failures			Qtrly Service Cost	# Miles Between Failures	Amount Assessed
10,000 miles between failures	$ 2,250	$ -	n/a	0	$ (4,250.00)
Goal: 5,000 - 9,999 miles between failures	$ -	$ -			
If County fleet average is less than 5 years at beginning of quarter					
Failure to meet goal: less than 5,000 miles between failures	$ -	$ (4,250)			
If County fleet average is over 5 years at beginning of quarter					
Failure to meet goal: less than 4,500 miles between failures	$ -	$ (4,250)			
Maintenance (PM)			Qtrly Service Cost	PM Percentage	Amount Assessed
Goal: 95% - 100% on time	$ -	$ -	n/a	0.00%	-4250
Less than 95% on time	$ -	$ (4,250)			
Demdn Response (DR) On-Time Performance (OTP) (for all stops)			Qtrly Service Cost	DR OTP Percentage	Amount Assessed
95% - 100% OTP	1.50%	$ -	$ -	0.00%	$ -
90% - 94.99% OTP	1.00%	$ -			
Goal: 85% - 89.99% OTP	$ -	$ -			
80% - 84.99% OTP	$ -	-1.00%			
Below 80% OTP	$ -	-1.50%			
Commuter (CB) & Motor Bus (MB) On-Time Performance (OTP) (for all stops)			Qtrly Service Cost	CB/MB OTP Percentage	Amount Assessed
95% - 100% OTP	1.50%	$ -	$ -	0.00%	$ -
Goal: 90% - 94.99% OTP	$ -	$ -			
85% - 89.99% OTP	$ -	-0.50%			
80% - 84.99% OTP	$ -	-1.00%			
Below 80% OTP	$ -	-1.50%			
TOTAL PERFORMANCE STARNDARD INCENTIVE/DISINCENTIVE AMOUNT THIS QUARTER					$ (8,500)

Comments

By signing below, I attest that all information regarding the performance standards and corresponding incentive/disincentive amounts to be assessed as stated above for the quarter referenced has been thoroughly reviewed, discussed and agreed upon by both parties as accurate and final.

PRINTED NAME (FBC Operations Manager/Supervisor)	SIGNATURE	DATE
PRINTED NAME (Contractor Representative)	SIGNATURE	DATE

FOR USE BY FORT BEND COUNTY PUBLIC TRANSPORTATION FINANCE STAFF ONLY

Disincentive Payment Information FROM First Transit:	Incentive Payment Information TO First Transit:
Invoice #:	PO#
Invoice Date:	Receiver#
Date Pmt Rec'd:	Receiver Date:
Check #:	

EXHIBIT E

USE REPORT

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 recieve credit for this trip.

Signatures

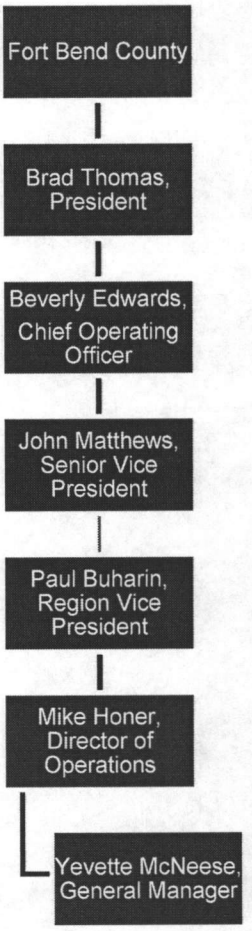
Driver Signature		**Date Signed**	
Approval Signature		**Date Signed**	

EXHIBIT F

CONTRACTOR ORGANIZATION CHART FLEET LISTING

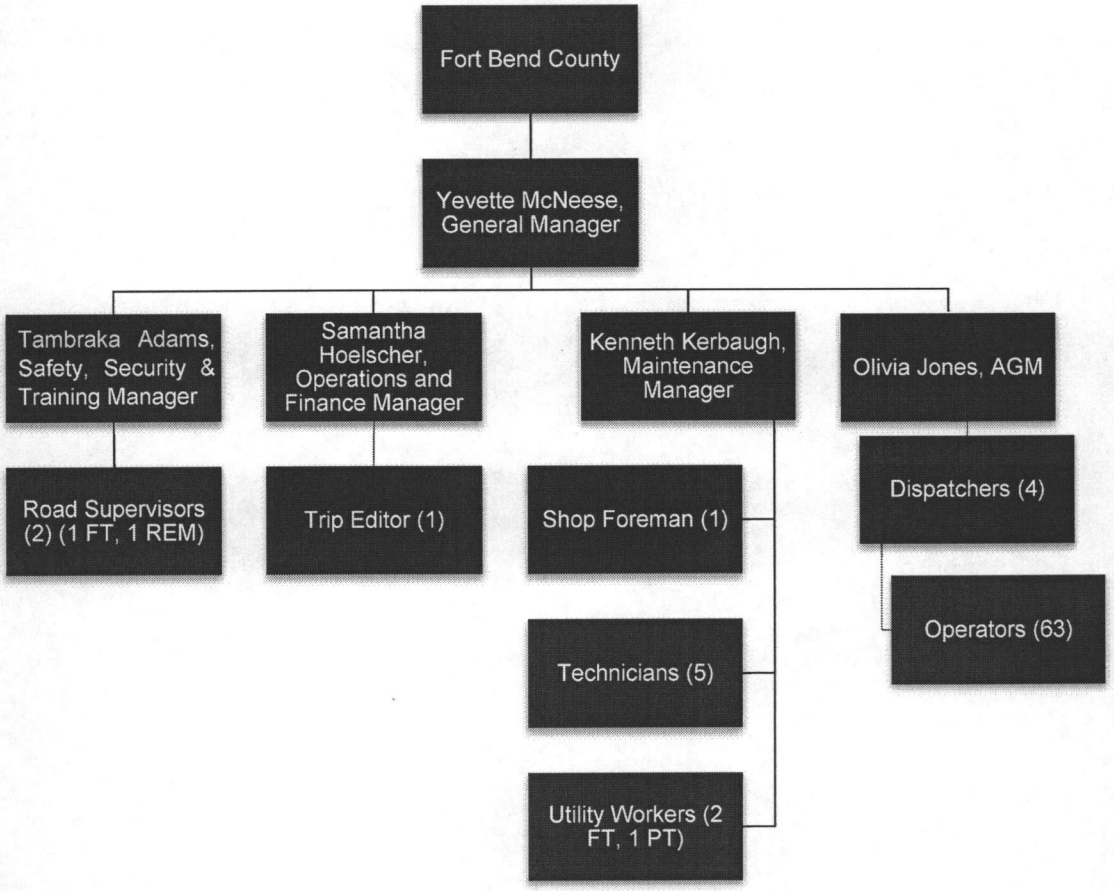
Primary Organization Chart

Our commitment to the success of Fort Bend County Public Transit begins with our President, Brad Thomas. Mike Honer will continue to be your primary contract for First Transit's Region and Corporate Support Teams. Purposefully direct to streamline the organizational structure from our clients to the leaders of our company, to the right, we present our organizational structure for region and corporate support for Fort Bend County.



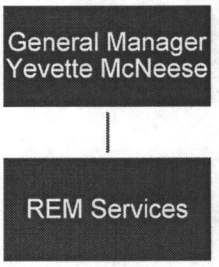
Project Organization Chart

Please see our organization chart for First Transit's local Fort Bend County operation below.



Subcontractor Organization Chart

General Manager Yevette McNeese will continue to have ultimate responsibility for our subcontractors. They will continue to report to her.



Unit No.	Year	Unit Description	VIN	Fuel Code	Ownership	DOT Insp	Registration	License Plate
301	2014	Ford E350	1FDEE3FL1EDA05729	Gasoline	Yes	43556	43556	U15-149
500	2010	Freightliner Champion	1FVACWDT4BWAZ4835	Diesel	Yes	43466	43497	U24-958
501	2010	Freightliner Champion	1FVACWDT5BWAZ4827	Diesel	Yes	43466	43497	U24-959
658	2012	Glaval Legacy S2R5635	4UZADRDT7CCBW5658	Diesel	Yes	43556	43617	T00-862
659	2012	Glaval Legacy S2R5635	4UZADRDT9CCBW5659	Diesel	Yes	43617	43617	T00-859
660	2012	Glaval Legacy S2R5635	4UZADRDT5CCBW5660	Diesel	Yes	43556	43617	T00-860
661	2012	Glaval Legacy S2R5635	4UZADRDT7CCBW5661	Diesel	Yes	43678	43617	T00-861
662	2012	Glaval Legacy S2R5635	4UZADRDT9CCBW5662	Diesel	Yes	43617	43617	T00-863
717	2007	Eldorado XHF-40	1N9HJAC08X7C84217					
722	2007	Eldorado XHF-40	1N9HJAC877C084222					

EXHIBIT G

TRANSFER OF FLEET

Fort Bend County Public Transportation
Vehicle Inventory List
As of January 31, 2019

PHYSICAL CONDITION										
COUNTY UNIT NO	MAKE	MODEL	YEAR	CONDITION	FUEL	LOCATION	PLATE	CAPACITY	MILEAGE	USEFUL LIFE YEARS/MILES
Q-005	Chevrolet	Crusader	2011	Adequate	Diesel	Eldridge Facility	108-5356	11 Passenger	*194340	5- 150,00
Q-008	Chevrolet	Challenger	2011	Adequate	Diesel	Ft. Bend Body	108-5359	16 Passenger	*114049	5-150,000
Q-009	Freightlinger	Defender	2011	Good	Diesel	Eldridge Facility	108-5360	32 Passenger	276,106	7- 200,00
Q-010	Freightlinger	Defender	2011	Adequate	Diesel	Eldridge Facility	108-5361	32 Passenger	311,339	7- 200,00
Q-011	Freightlinger	Defender	2011	Adequate	Diesel	Eldridge Facility	108-5362	32 Passenger	267,505	7- 200, 000
Q-012	Freightlinger	Defender	2011	Adequate	Diesel	Eldridge Facility	108-5363	32 Passenger	314,687	7- 200,000
Q-014	Freightlinger	Defender	2011	Adequate	Diesel	Eldridge Facility	108-5365	32 Passenger	262,996	7, 200,000
Q-017	Chevrolet	Crusader	2009	Adequate	Diesel	Eldridge Facility	108-5372	11 Passenger	*335810	5-150,000
Q-019	Freightlinger	Defender	2011	Good	Diesel	Emily Court	108-5374	32 Passenger	*267866	7-200,000
Q-020	Freightlinger	Defender	2011	Good	Diesel	Eldridge Facility	110-2850	32 Passenger	252,301	7- 200,000
Q-021	Freightlinger	Defender	2011	Adequate	Diesel	Eldridge Facility	110-2851	32 Passenger	236,062	7-200,000
Q-022	Freightlinger	Defender	2011	Good	Diesel	Eldridge Facility	110-2853	32 Passenger	*270334	7-200,000
Q-024	Freightlinger	Defender	2011	Adequate	Diesel	Eldridge Facility	110-2858	32 Passenger	246,938	7-200,000
Q-040	Chevrolet	Goshen	2011	Subrogation	Diesel	N/A	112-1052	16 Passenger	299,243	
Q-042	Chevrolet	Goshen	2011	Marginal	Diesel	Eldridge Facility	110-2899	16 Passenger	283,443	5- 150,000
Q-043	Chevrolet	Goshen	2011	Adequate	Diesel	Eldridge Facility	112-1050	16 Passenger	295,944	5- 150,000
R-078	Chevrolet	Goshen	2012	Marginal	Diesel	Emily Court	113-9384	16 Passenger	311,254	5- 150,000
R-077	Chevrolet	Goshen	2012	Subrogation	Diesel	Eldridge Facility	113-9383	16 Passenger	232,656	5- 150,000
S-005	Dodge	Amerivan	2012	Marginal	Unleaded	Eldridge Facility	115-0582	6 Passenger	208,311	2- 100,000
T-110	Chevrolet	Goshen	2014	Adequate	Diesel	Universal	118-5926	16 Passenger	240,129	5- 150,000
T-113	Chevrolet	Goshen	2014	Good	Diesel	Eldridge Facility	118-5937	16 Passenger	217,109	5- 150,000
U-069	Chevrolet	Goshen	2015	Good	Diesel	Eldridge Facility	125-2914	16 Passenger	163,226	5- 150,000
U-070	Chevrolet	Goshen	2015	Good	Diesel	Eldridge Facility	125-2916	16 Passenger	155,717	5- 150,000
U-071	Chevrolet	Goshen	2015	Good	Diesel	Eldridge Facility	125-2915	16 Passenger	179,169	5- 150,000

Fort Bend County Public Transportation
Vehicle Inventory List
As of January 31, 2019

PHYSICAL CONDITION										
COUNTY UNIT NO	MAKE	MODEL	YEAR	CONDITION	FUEL	LOCATION	PLATE	CAPACITY	MILEAGE	USEFUL LIFE YEARS/MILES
U-120	Freightlinger	Defender	2016	Excellent	Diesel	Eldridge Facility	126-8311	32 Passenger	149,281	7-200,000
U-121	Freightlinger	Defender	2016	Excellent	Diesel	Eldridge Facility	126-8312	32 Passenger	142,414	7-200,000
U-122	Freightlinger	Defender	2016	Excellent	Diesel	Eldridge Facility	126-8313	32 Passenger	130,357	7-200,000
U-123	Freightlinger	Defender	2016	Excellent	Diesel	Eldridge Facility	126-8314	32 Passenger	157,663	7-200,000
U-124	Freightlinger	Defender	2016	Excellent	Diesel	Eldridge Facility	126-8315	32 Passenger	142,729	7-200,000
U-126	Chevrolet	Goshen	2015	Excellent	Diesel	Eldridge Facility	126-0335	16 Passenger	176,188	5- 150,000
U-127	Chevrolet	Goshen	2015	Excellent	Diesel	Eldridge Facility	127-0334	16 Passenger	169,069	5- 150,000
U-128	Chevrolet	Goshen	2015	Excellent	Diesel	Eldridge Facility	127-0333	16 Passenger	122,139	5- 150,000
X-150	Ford E-450	El Dorado Aerotech 240	2018	Excellent	Unleaded	Texas Bus Sales	134-4087	16 Passenger	3,134	5- 150,000
X-151	Ford E-450	El Dorado Aerotech 240	2018	Excellent	Unleaded	Eldridge Facility	139-4088	16 Passenger	22,327	5- 150,000
X-152	Ford E-450	El Dorado Aerotech 240	2018	Excellent	Unleaded	Eldridge Facility	139-4089	16 Passenger	10,934	5- 150,000
X-153	Ford E-450	El Dorado Aerotech 240	2018	Excellent	Unleaded	Eldridge Facility	139-4090	16 Passenger	17,056	5- 150,000
X-154	Ford E-450	El Dorado Aerotech 240	2018	Excellent	Unleaded	Eldridge Facility	139-4091	16 Passenger	19,991	5- 150,000
X-155	Ford E-450	El Dorado Aerotech 240	2018	Excellent	Unleaded	Eldridge Facility	139-4092	16 Passenger	16,037	5- 150,000
X-157	Ford E-450	El Dorado Aerotech 240	2018	Excellent	Unleaded	Eldridge Facility	139-4094	16 Passenger	13,134	5- 150,000
X-158	Ford E-450	El Dorado Aerotech 240	2018	Excellent	Unleaded	Eldridge Facility	139-4095	16 Passenger	17,928	5- 150,000
X-165	Ford E-450	El Dorado Aerotech 240	2018	Excellent	Unleaded	Eldridge Facility	139-4101	16 Passenger	9,639	5- 150,000
X-162	Ford E-450	El Dorado Aerotech 240	2018	Excellent	Unleaded	Eldridge Facility	139-4098	16 Passenger	10,987	5- 150,000
X-161	Ford E-450	El Dorado Aerotech 240	2018	Excellent	Unleaded	Eldridge Facility	139-4097	16 Passenger	10,311	5- 150,000
X-164	Ford E-450	El Dorado Aerotech 240	2018	Excellent	Unleaded	Eldridge Facility	139-4100	16 Passenger	8,393	5- 150,000

Fort Bend County Public Transportation
Vehicle Inventory List
As of January 31, 2019

PHYSICAL CONDITION										
COUNTY UNIT NO	MAKE	MODEL	YEAR	CONDITION	FUEL	LOCATION	PLATE	CAPACITY	MILEAGE	USEFUL LIFE YEARS/MILES
X-163	Ford E-450	El Dorado Aerotech 240	2018	Excellent	Unleaded	Texas Bus Sales	139-4099	16 Passenger	5,740	5- 150,000
X-160	Ford E-450	El Dorado Aerotech 240	2018	Excellent	Unleaded	Eldridge Facility	139-4096	16 Passenger	12,327	5- 150,000
X-169	Ford E-450	El Dorado Aerotech 240	2018	Excellent	Unleaded	Eldridge Facility	139-4106	16 Passenger	8,830	5- 150,000
X-170	Ford E-450	El Dorado Aerotech 240	2018	Excellent	Unleaded	Eldridge Facility	139-4105	16 Passenger	14,051	5- 150,000
X-168	Ford E-450	El Dorado Aerotech 240	2018	Excellent	Unleaded	Ft. Bend Body	139-4104	16 Passenger	2,258	5- 150,000
X-174	Ford E-450	El Dorado Aerotech 240	2018	Excellent	Unleaded	Eldridge Facility	139-4125	16 Passenger	803	5- 150,000
X-178	Ford E-450	El Dorado Aerotech 240	2018	Excellent	Unleaded	Eldridge Facility	139-4101	16 Passenger	807	5- 150,000
X-179	Ford E-450	El Dorado Aerotech 240	2018	Excellent	Unleaded	Eldridge Facility	139-4130	16 Passenger	759	5- 150,000
X-177	Ford E-450	El Dorado Aerotech 240	2018	Excellent	Unleaded	Vehicle Maintenance	139-4128	16 Passenger	764	5- 150,000
X-175	Ford E-450	El Dorado Aerotech 240	2018	Excellent	Unleaded	Eldridge Facility	139-4126	16 Passenger	753	5- 150,000
X-176	Ford E-450	El Dorado Aerotech 240	2018	Excellent	Unleaded	Vehicle Maintenance	139-4127	16 Passenger	766	5- 150,000
X-180	Champion	Defender	2018	Excellent	Diesel	Eldridge Facility		40 Passenger	8,434	7-200,000
Y-004	Champion	Defender	2018	Excellent	Diesel	Eldridge Facility		40 Passenger	5,666	7-200,000
Y-005	Champion	Defender	2018	Excellent	Diesel	Eldridge Facility		40 Passenger	4,393	7-200,000
Y-006	Champion	Defender	2018	Excellent	Diesel	Eldridge Facility		40 Passenger	2,098	7-200,000
Y-007	Champion	Defender	2018	Excellent	Diesel	Eldridge Facility		40 Passenger	1,401	7-200,000
Y-008	Champion	Defender	2018	Excellent	Diesel	Eldridge Facility		40 Passenger	3,656	7-200,000
X-166	Dodge Chrysler	Revability Caravan	2018	Excellent	Unleaded	Eldridge Facility		5 Passenger	6,359	2- 100,000
X-167	Dodge Chrysler	Revability Caravan	2018	Excellent	Unleaded	Eldridge Facility		5 Passenger	11,634	2- 100,000

Fort Bend County Public Transportation
Vehicle Inventory List
As of January 31, 2019

PHYSICAL CONDITION										
COUNTY UNIT NO	MAKE	MODEL	YEAR	CONDITION	FUEL	LOCATION	PLATE	CAPACITY	MILEAGE	USEFUL LIFE YEARS/MILES
P-086	Toyota	Highlander	2010	Excellent	Unleaded	Emily Court	110-2793	N/A	24,000	2- 100,000
X-156	Ford E-450	El Dorado Aerotech 240	2018	Excellent	Unleaded	Eldridge Facility	139-4093	16 Passenger	19,107	5- 150,000

Definitions

Condition	Description
Excellent	Brand new, no major problems exist, only routine PM required
Good	Element are good working order, require only nominal or infrequent minor repairs (more than 6 months between minor repairs)
Adequate	Requires frequent minor repairs (<6 months between) or infrequent major repairs (>6 months between)
Marginal	Requires frequent major repairs (<6 months between)
Poor/Inoperable	In such poor condition that continued use presents potential problems

EXHIBIT H

TRANSFER OF FURNITURE AND EQUIPMENT

Fort Bend County Public Transportation
Inventory of Equipment Located at First Transit (1809 Eldridge, Sugar Land, TX)
As of January 31, 2019

FBC TAG NO.	TRANSPORTATION TAG NO.	ASSET DESCRIPTION	ASSET TYPE	LOCATION	ASSIGNED TO	SERIAL NO	CONDITION
	FBCPT-138	FARE BOX FOR ROUND VAULT	VEHICLE EQUIPMENT	1809 ELDRIDGE	FIRST TRANSIT		GOOD
	FBCPT-139	FARE BOX	VEHICLE EQUIPMENT	1809 ELDRIDGE	FIRST TRANSIT		GOOD
	FBCPT-140	FARE BOX	VEHICLE EQUIPMENT	1809 ELDRIDGE	FIRST TRANSIT		GOOD
	FBCPT-141	FARE BOX	VEHICLE EQUIPMENT	1809 ELDRIDGE	FIRST TRANSIT		GOOD
	FBCPT-142	FARE BOX	VEHICLE EQUIPMENT	1809 ELDRIDGE	FIRST TRANSIT		GOOD
	FBCPT-143	FARE BOX	VEHICLE EQUIPMENT	1809 ELDRIDGE	FIRST TRANSIT		GOOD
	FBCPT-144	FARE BOX FOR ROUND VAULT	VEHICLE EQUIPMENT	1809 ELDRIDGE	FIRST TRANSIT		GOOD
		FARE BOX

Fort Bend County Public Transportation
Inventory of Equipment Located at First Transit (1809 Eldridge, Sugar Land, TX)
As of January 31, 2019

FBC TAG NO.	TRANSPORTATION TAG NO.	ASSET DESCRIPTION	ASSET TYPE	LOCATION	ASSIGNED TO	SERIAL NO	CONDITION
		VAULT	VEHICLE EQUIPMENT	1809 ELDRIDGE	FIRST TRANSIT		GOOD
		VAULT	VEHICLE EQUIPMENT	1809 ELDRIDGE	FIRST TRANSIT		GOOD
		VAULT	VEHICLE EQUIPMENT	1809 ELDRIDGE	FIRST TRANSIT		GOOD
		VAULT	VEHICLE EQUIPMENT	1809 ELDRIDGE	FIRST TRANSIT		GOOD
		VAULT	VEHICLE EQUIPMENT	1809 ELDRIDGE	FIRST TRANSIT		GOOD
		VAULT	VEHICLE EQUIPMENT	1809 ELDRIDGE	FIRST TRANSIT		GOOD
		VAULT	VEHICLE EQUIPMENT	1809 ELDRIDGE	FIRST TRANSIT		GOOD
		VAULT	VEHICLE EQUIPMENT	1809 ELDRIDGE	FIRST TRANSIT		GOOD
		VAULT	VEHICLE EQUIPMENT	1809 ELDRIDGE	FIRST TRANSIT		GOOD
		VAULT	VEHICLE EQUIPMENT	1809 ELDRIDGE	FIRST TRANSIT		GOOD
		VAULT	VEHICLE EQUIPMENT	1809 ELDRIDGE	FIRST TRANSIT		GOOD
		VAULT	VEHICLE EQUIPMENT	1809 ELDRIDGE	FIRST TRANSIT		GOOD
		VAULT	VEHICLE EQUIPMENT	1809 ELDRIDGE	FIRST TRANSIT		GOOD
		VAULT	VEHICLE EQUIPMENT	1809 ELDRIDGE	FIRST TRANSIT		GOOD
		VAULT	VEHICLE EQUIPMENT	1809 ELDRIDGE	FIRST TRANSIT		GOOD
		VAULT	VEHICLE EQUIPMENT	1809 ELDRIDGE	FIRST TRANSIT		GOOD
		VAULT	VEHICLE EQUIPMENT	1809 ELDRIDGE	FIRST TRANSIT		GOOD
		VAULT	VEHICLE EQUIPMENT	1809 ELDRIDGE	FIRST TRANSIT		GOOD
		VAULT	VEHICLE EQUIPMENT	1809 ELDRIDGE	FIRST TRANSIT		GOOD
		VAULT	VEHICLE EQUIPMENT	1809 ELDRIDGE	FIRST TRANSIT		GOOD
		VAULT	VEHICLE EQUIPMENT	1809 ELDRIDGE	FIRST TRANSIT		GOOD
		VAULT	VEHICLE EQUIPMENT	1809 ELDRIDGE	FIRST TRANSIT		GOOD
		VAULT	VEHICLE EQUIPMENT	1809 ELDRIDGE	FIRST TRANSIT		GOOD
		VAULT	VEHICLE EQUIPMENT	1809 ELDRIDGE	FIRST TRANSIT		GOOD
		VAULT	VEHICLE EQUIPMENT	1809 ELDRIDGE	FIRST TRANSIT		GOOD
		VAULT	VEHICLE EQUIPMENT	1809 ELDRIDGE	FIRST TRANSIT		GOOD
	FBCPT 367	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	T52H11GG71M	ADEQUATE
	FBCPT 378	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZJDEY	
	FBCPT 388	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GCZHESH	ADEQUATE
	FBCPT 390	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52H11GGCCE	MARGINAL
	FBCPT 395	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GB23HQ6R	POOR/INOPERABLE
	FBCPT 398	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GB25CKYW	MARGINAL
	FBCPT 404	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GZ0ZH7YY	MARGINAL
	FBCPT 405	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZJCKE	POOR/INOPERABLE
	FBCPT 408	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZHQST	ADEQUATE
	FBCPT 409	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZHP4T	ADEQUATE
	FBCPT 410	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZH0WY	ADEQUATE
	FBCPT 413	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZH7KJ	ADEQUATE
	FBCPT 417	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZJGBJ	ADEQUATE
	FBCPT 418	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZJH1N	ADEQUATE
	FBCPT 1000	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZGZAM	ADEQUATE
	FBCPT 1001	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZGZ8Y	ADEQUATE
	FBCPT 1002	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZJDLL	ADEQUATE
	FBCPT 1003	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0AHQ4R	ADEQUATE
	FBCPT 1004	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZH47D	ADEQUATE
	FBCPT 1005	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZJSBB	ADEQUATE
	FBCPT 1006	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZH0YM	ADEQUATE
	FBCPT 1008	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZJNPT	ADEQUATE
	FBCPT 1012	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZJS3J	ADEQUATE
	FBCPT 1014	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZH5CL	ADEQUATE
	FBCPT 1019	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZHN5Z	ADEQUATE
	FBCPT 1034	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZJK9B	ADEQUATE
	FBCPT 1035	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZJRWR	GOOD
	FBCPT 1036	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZJDFT	GOOD
	FBCPT 1037	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZJFRZ	ADEQUATE
	FBCPT 1038	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZJEJT	GOOD

Fort Bend County Public Transportation
Inventory of Equipment Located at First Transit (1809 Eldridge, Sugar Land, TX)
As of January 31, 2019

FBC TAG NO.	TRANSPORTATION TAG NO.	ASSET DESCRIPTION	ASSET TYPE	LOCATION	ASSIGNED TO	SERIAL NO	CONDITION
	FBCPT 1039	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZGYQY	ADEQUATE
	FBCPT 1040	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZJSSV	GOOD
	FBCPT 1041	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZJFCV	
	FBCPT 1042	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZJJQ7R	ADEQUATE
	FBCPT 1055	SAMSUNG GALAXY TAB E 32GB 8"	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	358616090825283	GOOD
	FBCPT 1056	SAMSUNG GALAXY TAB E 32GB 8"	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	358616090821043	GOOD
	FBCPT 1057	SAMSUNG GALAXY TAB E 32GB 8"	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	358616090825275	GOOD
	FBCPT 1058	SAMSUNG GALAXY TAB E 32GB 8"	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	358616090821019	GOOD
	FBCPT 1059	SAMSUNG GALAXY TAB E 32GB 8"	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	358616090826240	GOOD
	FBCPT 1060	SAMSUNG GALAXY TAB E 32GB 8"	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	358616090832826	GOOD
	FBCPT 1061	SAMSUNG GALAXY TAB E 32GB 8"	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	358616090832818	GOOD
	FBCPT 1062	SAMSUNG GALAXY TAB E 32GB 8"	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	358616090820052	GOOD
	FBCPT 1063	SAMSUNG GALAXY TAB E 32GB 8"	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	358616090820870	GOOD
	FBCPT 1064	SAMSUNG GALAXY TAB E 32GB 8"	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	358616090819211	GOOD
	FBCPT 1065	SAMSUNG GALAXY TAB E 32GB 8"	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	358616090832214	GOOD
	FBCPT 1066	SAMSUNG GALAXY TAB E 32GB 8"	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	358616090832875	GOOD
	FBCPT 1067	SAMSUNG GALAXY TAB E 32GB 8"	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	358616090820656	GOOD
	FBCPT 1068	SAMSUNG GALAXY TAB E 32GB 8"	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	358616090832693	GOOD
	FBCPT 1069	SAMSUNG GALAXY TAB E 32GB 8"	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	358616090845653	GOOD
	FBCPT 1070	SAMSUNG GALAXY TAB E 32GB 8"	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	358616090820441	GOOD
	FBCPT 1071	SAMSUNG GALAXY TAB E 32GB 8"	COMPUTER/PRINTER	1810 ELDRIDGE	346-762-3128	358616090832651	GOOD
	FBCPT 1072	SAMSUNG GALAXY TAB E 32GB 8"	COMPUTER/PRINTER	1809 ELDRIDGE	346-762-3147	358616090820896	GOOD
	FBCPT 1073	SAMSUNG GALAXY TAB E 32GB 8"	COMPUTER/PRINTER	1809 ELDRIDGE	346-762-3162	358616090832834	GOOD
	FBCPT 1074	SAMSUNG GALAXY TAB E 32GB 8"	COMPUTER/PRINTER	1809 ELDRIDGE	346-762-3167	358616090820714	GOOD
	FBCPT 1075	SAMSUNG GALAXY TAB E 32GB 8"	COMPUTER/PRINTER	1810 ELDRIDGE	346-762-3168	358616090820748	GOOD
	FBCPT 1076	SAMSUNG GALAXY TAB E 32GB 8"	COMPUTER/PRINTER	1809 ELDRIDGE	346-762-3171	358616090820805	GOOD
	FBCPT 1077	SAMSUNG GALAXY TAB E 32GB 8"	COMPUTER/PRINTER	1809 ELDRIDGE	346-762-3196	358616090836157	GOOD
	FBCPT 1078	SAMSUNG GALAXY TAB E 32GB 8"	COMPUTER/PRINTER	1809 ELDRIDGE	346-762-3213	358616090832800	GOOD
	FBCPT 1079	SAMSUNG GALAXY TAB E 32GB 8"	COMPUTER/PRINTER	1809 ELDRIDGE	346-762-3214	358616090820797	GOOD
	FBCPT 271	VERIZON JETPACK MIFI 5510L	COMPUTER/PRINTER	1809 ELDRIDGE	832-945-0902	990003314449881	ADEQUATE
	FBCPT 273	VERIZON JETPACK MIFI 5510L	COMPUTER/PRINTER	1809 ELDRIDGE	832-945-0904	990003314451747	ADEQUATE
	FBCPT 282	VERIZON JETPACK MIFI 5510L	COMPUTER/PRINTER	1809 ELDRIDGE	832-945-0910	990003314627387	ADEQUATE
	FBCPT 295	VERIZON JETPACK MIFI 5510L	COMPUTER/PRINTER	1809 ELDRIDGE	832-945-0898	990003314448107	POOR/INOPERABLE
	FBCPT 299	VERIZON JETPACK MIFI 5510L	COMPUTER/PRINTER	1809 ELDRIDGE	832-945-0879	990003314431756	ADEQUATE
	FBCPT 303	VERIZON JETPACK MIFI 5510L	COMPUTER/PRINTER	1809 ELDRIDGE	832-945-0892	990003314453560	ADEQUATE
	FBCPT 304	VERIZON JETPACK MIFI 5510L	COMPUTER/PRINTER	1809 ELDRIDGE	832-945-0888	990003314252095	ADEQUATE
	FBCPT 308	VERIZON JETPACK MIFI 5510L	COMPUTER/PRINTER	1809 ELDRIDGE	832-945-0884	990003314452711	ADEQUATE
	FBCPT 311	VERIZON JETPACK MIFI 5510L	COMPUTER/PRINTER	1809 ELDRIDGE	832-945-0822	990003314453685	MARGINAL
	FBCPT 305	VERIZON HOTSPOTS MIFI 7730	COMPUTER/PRINTER	1809 ELDRIDGE			
	FBCPT 1020	VERIZON HOTSPOTS MIFI 7730	COMPUTER/PRINTER	1809 ELDRIDGE	832-945-0890	990006381524411	ADEQUATE
	FBCPT 1021	VERIZON HOTSPOTS MIFI 7730	COMPUTER/PRINTER	1809 ELDRIDGE	832-945-0887	990006381525970	POOR/INOPERABLE
	FBCPT 1022	VERIZON HOTSPOTS MIFI 7730	COMPUTER/PRINTER	1809 ELDRIDGE	832-945-0885	990006381525384	POOR/INOPERABLE
	FBCPT 1023	VERIZON HOTSPOTS MIFI 7730	COMPUTER/PRINTER	1809 ELDRIDGE	832-945-0878	990006381525939	POOR/INOPERABLE
	FBCPT 1025	VERIZON HOTSPOTS MIFI 7730	COMPUTER/PRINTER	1809 ELDRIDGE	832-945-0872	990006381525590	POOR/INOPERABLE
	FBCPT 1026	VERIZON HOTSPOTS MIFI 7730	COMPUTER/PRINTER	1809 ELDRIDGE	832-945-0882	990006381524643	POOR/INOPERABLE
	FBCPT 1027	VERIZON HOTSPOTS MIFI 7730	COMPUTER/PRINTER	1809 ELDRIDGE	832-945-0870	990006381525566	GOOD
	FBCPT 1028	VERIZON HOTSPOTS MIFI 7730	COMPUTER/PRINTER	1809 ELDRIDGE	832-945-0891	990006381524403	ADEQUATE
	FBCPT 1030	VERIZON HOTSPOTS MIFI 7730	COMPUTER/PRINTER	1809 ELDRIDGE	832-945-0901	990006381524783	ADEQUATE
	FBCPT 1031	VERIZON HOTSPOTS MIFI 7730	COMPUTER/PRINTER	1809 ELDRIDGE	832-945-0874	990006381525400	GOOD
	FBCPT 1032	VERIZON HOTSPOTS MIFI 7730	COMPUTER/PRINTER	1809 ELDRIDGE	832-945-0900	990006381526069	POOR/INOPERABLE
	FBCPT 1046	Verizon Jetpack EMBD4GSIM-N	COMPUTER/PRINTER	1809 ELDRIDGE	832-945-0875	990006387213514	ADEQUATE
	FBCPT 1047	Verizon Jetpack EMBD4GSIM-N	COMPUTER/PRINTER	1809 ELDRIDGE	832-945-0903	990006387194672	ADEQUATE
	FBCPT 1048	Verizon Jetpack EMBD4GSIM-N	COMPUTER/PRINTER	1809 ELDRIDGE	832-945-0880	990006387139982	GOOD
	FBCPT 1049	Verizon Jetpack EMBD4GSIM-N	COMPUTER/PRINTER	1809 ELDRIDGE	832-945-0894	990006387198319	ADEQUATE
	FBCPT 1050	Verizon Jetpack EMBD4GSIM-N	COMPUTER/PRINTER	1809 ELDRIDGE	832-945-0883	990006387228678	ADEQUATE
	FBCPT 1051	Verizon Jetpack EMBD4GSIM-N	COMPUTER/PRINTER	1809 ELDRIDGE	832-278-0407	990006387220832	ADEQUATE
	FBCPT 1052	Verizon Jetpack EMBD4GSIM-N	COMPUTER/PRINTER	1809 ELDRIDGE	832-449-2270	990006387228843	ADEQUATE
	FBCPT 1053	Verizon Jetpack EMBD4GSIM-N	COMPUTER/PRINTER	1809 ELDRIDGE	832-945-0876	990006387227746	GOOD
	FBCPT 391	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52H11GG9AJ	ADEQUATE

Fort Bend County Public Transportation
Inventory of Equipment Located at First Transit (1809 Eldridge, Sugar Land, TX)
As of January 31, 2019

FBC TAG NO.	TRANSPORTATION TAG NO.	ASSET DESCRIPTION	ASSET TYPE	LOCATION	ASSIGNED TO	SERIAL NO	CONDITION
	FBCPT 1033	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZJGAL	ADEQUATE
	FBCPT 377	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZJCAX	ADEQUATE
	FBCPT 415	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZJF5D	ADEQUATE
	FBCPT 414	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZGZFJ	ADEQUATE
	FBCPT 335	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52F506973K	ADEQUATE
	FBCPT 403	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZH52B	ADEQUATE
	FBCPT 419	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZJCCT	ADEQUATE
	FBCPT 384	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZJGDP	ADEQUATE
	FBCPT 411	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZJQQB	ADEQUATE
	FBCPT 1007	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZH0XT	ADEQUATE
	FBCPT 1013	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZGZVT	ADEQUATE
	FBCPT 1009	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZH4SD	ADEQUATE
	FBCPT 1017	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZJTTP	ADEQUATE
	FBCPT 1015	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZJJ7W	ADEQUATE
	FBCPT 412	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZH0FZ	ADEQUATE
	FBCPT 380	SAMSUNG GALAXY TAB 4 / 7.0" 8GB	COMPUTER/PRINTER	1809 ELDRIDGE	FIRST TRANSIT	R52GC0ZJQEZ	ADEQUATE
	FBCPT 1081	VERIZON HOTSPOTS MIFI 7730	COMPUTER/PRINTER	1809 ELDRIDGE	832-535-4308	990006386659824	GOOD
	FBCPT 281	VERIZON JETPACK MIFI 5510L	COMPUTER/PRINTER	1809 ELDRIDGE	832-945-0909	990003314451747	ADEQUATE
	FBCPT 1080	VERIZON HOTSPOTS MIFI 7730	COMPUTER/PRINTER	1809 ELDRIDGE	832-535-4577	990006386659618	GOOD
	FBCPT 1084	VERIZON HOTSPOTS MIFI 7730	COMPUTER/PRINTER	1809 ELDRIDGE	832-535-4457	990006386660459	GOOD
	FBCPT 1083	VERIZON HOTSPOTS MIFI 7730	COMPUTER/PRINTER	1809 ELDRIDGE	832-535-0524	990006386664022	ADEQUATE

Definitions

Condition	Description
Excellent	Brand new, no major problems exist, only routine PM required
Good	Element are good working order, require only nominal or infrequent minor repairs (more than 6 months between minor repairs)
Adequate	Requires frequent minor repairs (<6 months between) or infrequent major repairs (>6 months between)
Marginal	Requires frequent major repairs (<6 months between)
Poor/Inoperable	In such poor condition that continued use presents potential problems

EXHIBIT I

FORT BEND COUNTY OPERATIONS STANDARDS

FORT BEND COUNTY
PUBLIC TRANSPORTATION DEPARTMENT

OPERATIONS STANDARDS

(Previous Revision Dates: April 2012, December 2014)
Revision Date: August 2015

TABLE OF CONTENTS

I. Fort Bend County Operations Standards 1
- A. Purpose 1
- B. Goals And Objectives 1
- C. Oversight Activities 1

II. Facilities 2

III. Equipment 2

IV. Vehicle Maintenance and Utilization 2
- A. Vehicle Maintenance and Service Inspections 3
- B. Preventive Maintenance Scheduling 4
- C. Parts and Inventory Control 5
- D. Use of Manufacturer's Maintenance Manuals and Recommendations 5
- E. Warranty Procedures 5
- F. Bus Renovation Program 5
- G. Engine/Transmission Component rebuild 5
- H. Vehicle Information System 6
- I. Vehicles 6

V. ADA Lift Equipment Testing and Maintenance 7

VI. Staffing 7
- A. Training Programs 9
- B. Uniforms 9
- C. Drug and Alcohol Testing 10

VII. Operational Policies/Practices 10
- A. Record Keeping 10
- B. Fares 11
- C. On-time Performance 12
- D. Customer Complaints 12
- E. Safety/Security 13
- F. Operating Hours 14
- G. No-show Trips 14
- H. Cancellation Trips 15
- I. Subscription Rides 15

J. Incidents/Accidents 15
K. Reservations/Scheduling/Dispatching 15
L. Eligibility 16
M. Passenger Assistance 17
N. Passenger Suspensions 18

VIII. Emergency Operations 18

IX. Federal, State and Local Regulations 19

X. Performance Goals 19

XI. Promotional Activities/Marketing 20

XII. Coordination 21

I. Fort Bend County Operations Standards

A. Purpose

The purpose of the Fort Bend County operational standards is to implement goals and objectives for Fort Bend County transit operations. Activities necessary for the success of the service are outlined and will be used as an expandable guideline as our transportation service grows. Through effective and cooperative monitoring we intend to maintain the quality and integrity of our transit programs. Addendums to this plan will be written as situations warrant with updated copies available upon approval or the Commissioners Court.

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

B. Goals And Objectives

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

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

C. Oversight Activities

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

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

II. Facilities

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

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

Maintenance and Inspection of Building and Facility Security Cameras

Weekly inspections are to be performed by appointed staff members or IT personnel to ensure camera systems are functioning correctly and performing as intended. Any operations employees utilizing the security cameras system who find any undesired operation should immediately report any and all findings to their building IT personnel or contracted maintenance vendor for administration.
The following items are to be performed weekly:

- Log on through video monitoring software to ensure all systems are connecting properly
- Check and verify cameras are up and running
- Verify image clarity and that all cameras are clear of debris
- Ensure all cameras are pointed at their specified targets
- Verify Historical data is recording properly
- In the event of any needed repairs or service, an operations employee will contact their appointed building IT personnel or contracted maintenance vendor for administration and maintenance of faulty security cameras and equipment.
- Cameras will also be regularly inspected by designated operations employee to ensure proper operation of equipment.

III. Equipment

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

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

Maintenance and Inspection of Bus Security Cameras

Regular maintenance inspection procedures for our bus camera systems are listed below. Should any faulty equipment be found, warranty claims will be processed through the manufacturer for replacement equipment. In the event of any needed repairs or service, an operations employee will contact their appointed building IT personnel or contracted maintenance vendor for administration and maintenance or replacement of faulty security cameras and equipment. At a minimum, 50% of the cameras are to be inspected monthly by a designated operations employee on a rotating basis to ensure proper operation of bus security camera equipment. Unless an emergency exists, bus without operational security camera equipment will be removed from service until repairs are completed.

Bus cameras are to be inspected for:

- Any damages to camera dome covers
- Camera domes are free of debris
- Attach monitor, verify all cameras for image clarity
- Verify camera positioning and cleaning
- Verify recording quality settings, adjust as needed
- Verify DVR is recording properly, check historical data and system configurations
- Check that DVR cover locking mechanism and mounting bracket is in place and secure

Maintenance and Inspection of Onboard Validator

Appointed IT personnel will inspect validator to ensure:

- Device powers on properly
- Display is functioning properly
- Validator has correct date and time
- Card reader area is responding properly
- Mounting bracket secure and back plate is locked
- Validator is free from all and any damage

All of the above is part of our regular maintenance procedures for our onboard validator systems. Should any faulty equipment be found, warranty claims will be processed through the manufacturer for replacement equipment. In the event of any needed repairs or service, an operations employee will contact their appointed building IT personnel or contracted maintenance vendor for administration and maintenance or replacement of faulty security cameras and equipment. At a minimum, 15% of the validator systems are to be inspected monthly by a designated operations employee on a rotating basis to ensure proper operation of equipment

Maintenance and Inspection of Mobile Data Terminal Tablets

- Device powers on properly
- Device is charging properly
- Display is functioning properly
- Tablet has correct date and time
- Touch screen area is responding properly
- Tablet (driver) software is current and up to date
- Mounting cradle secure and free from defects

- AppLock application service is running and AppLock enabled

All of the above is part of our regular maintenance procedures for our Mobile Data Terminal Tablet systems. Should any faulty equipment be found, warranty claims within the warranty period will be processed through the manufacturer for replacement equipment. In the event of any needed repairs or service, an operations employee will contact their appointed building IT personnel or contracted maintenance vendor for administration and maintenance or replacement of faulty security cameras and equipment. At a minimum, 15% of the Mobile Data Terminal Tablet systems are to be inspected monthly by a designated operations employee on a rotating basis to ensure proper operation of equipment.

IV. Vehicle Maintenance and Utilization

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

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

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

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

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

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

A. Vehicle Maintenance and Service Inspections

1) Daily Inspection

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

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

Check IT Equipment

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

be scheduled for diagnostic determinations and related repairs completed as appropriate.

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

B. Preventive Maintenance Scheduling

A regularly scheduled maintenance inspection and replacement program is the most important component of Fort Bend County Transportation's preventive maintenance plan. Contractors are required to perform and properly document daily vehicle pre-trip and post-trip vehicle inspections. At a minimum, Contractors are required to perform regular scheduled maintenance following the minimum schedule shown below. Contractor is also required to perform any manufacturer's recommended maintenance items not included below or that have requirements for more frequent intervals than listed below. Any requested deviation from this schedule must meet or exceed manufacturer's minimum standards and have written approval from Fort Bend County. For vehicles owned by contractor, contractor must develop a program that at a minimum, addresses all items listed herein and/or on the forms and at intervals that meet or exceed manufacturer's suggested intervals. The maintenance schedule listed below has been established as the minimum schedule for use in maintaining vehicles owned by Fort Bend County. Management may opt not to inspect certain parts or components under a certain mileage category that have been recently repaired. In this situation those components should be tested on the next maintenance cycle even if it falls outside the mileage schedule.

PM (A) - Every 3,000 miles

PM (B) - Every 6,000 miles

PM(C) - Every 9,000 miles

PM (D) - Every 12,000 miles

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

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

PM (A) - Oil and filter change, check for engine and transmission leaks, check coolant level, pressure cap test, radiator and hose leaks, fan and accessory belt conditions, check and clean cooling fan, shroud and condenser surface, windshield washer and wiper operation, check engine compartment, check driver's seat and safety belt, sun visor, horn operations, check all driver switches, gauges, controls and instruments for illumination and function. Check interior, boarding and courtesy lights as well as passenger door and entry. Check exhaust system for leaks, rear axle fluid level, transmission fluid level, steering linkages and u-joints. Perform battery load and charging test, passenger seat belts and seats, interior coach damage, Verify ADA lift operation and condition is satisfactory. Operate/check, exterior mirrors, decals, body damage, parking brake function, tires and lug nuts, windows and latches. Check fire extinguisher, bio-hazard and first aid kits and refill as necessary. Insure state inspection sticker current and schedule for renewal as applicable. Vehicles are not to be operated with expired State Safety inspections. (Note: County owned model 2011 Freightliner M2 chassis are approved for 5,000 synthetic oil change interval.) Inspect and verify proper operation of bike rack per manufacturer's standards.

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

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

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

PM (E) - Change Transmission fluid and filter.

PM (F) - Change differential grease.

C. Parts and Inventory Control

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

D. Use of Manufacturer's Maintenance Manuals and Recommendations

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

E. Warranty Procedures

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

F. Bus Renovation Program

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

G. Engine/Transmission Component rebuild

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

H. Vehicle Information System

Currently, Fort Bend County Public Transportation is not using any automated vehicle information or operational data software or equipment. Contractors should develop systems for tracking vehicle mileage for Preventive Maintenance thresholds as well as operational data. For monitoring purposes, a simple spreadsheet program is acceptable.

For vehicle information and tracking, spreadsheets should include actual mileage at the time service is performed corresponding to the work performed. Contractors are encouraged to utilize Fleet Reporting Software or other systems which would provide further maintenance monitoring and evaluation tools.

I. Vehicles

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

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

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

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

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

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

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

Contractor will insure that no vehicle is placed in service that does not meet the minimum vehicle standards and/or is not in appropriate working condition according

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

V. ADA Lift Equipment Testing and Maintenance

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

Contractor must at all times be able to safely transport all passenger that use wheelchairs..

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

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

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

VI. Staffing

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

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

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

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

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

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

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

DRIVER HIRING STANDARDS

- Understand, write, speak and read English
- Have no more than 2 moving violation within the last 3 years of driving
- Have no DWI or DUI convictions
- Have ability to complete necessary forms and reports legibly
- Must participate in a drug and alcohol testing program complying with FTA regulations
- Must always have a neat, clean and professional appearance

- Must be physically able to assist passengers boarding and alighting vehicles, including assistance with packages, shopping bags, luggage, etc. and ability to lift a minimum of 50 lbs.
- Must be physically able to assist wheelchair bound passengers and to appropriately board, secure and remove wheelchair riders in/from the vehicle.
- Must be subject to a criminal history check.
- Must be able to pass pre-employment drug and alcohol testing according to FTA regulations.
- Must receive required pre-employment training
- No more one (1) at-fault accident during the previous three year period.

DRIVER RETENTION STANDARDS

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

A. Training Programs

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

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

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

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

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

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

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

B. Uniforms

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

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

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

C. Drug and Alcohol Testing

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

VII. Operational Policies/Practices

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

Fort Bend County has established a passenger (rider) guide detailing how to access services, contact names/numbers for reservations/scheduling and after hours dispatch or response, eligibility (where applicable), service hours and days, operational policies and procedures, on-board rules, complaint process/procedures, suspension process/procedures, etc. Such guide shall be furnished to passengers upon access to services and be available in the languages and formats necessary to accommodate those passengers utilizing the services provided by Fort Bend County. Contractor's employees are required to assist passengers in following passenger guidelines and report infractions to Fort Bend County immediately.

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

A. Record Keeping

Where and when applicable or required by funding sources and/or Fort Bend County, contractor will be required to furnish related policies, procedures and/or reports, and related records for maintenance, financial, personnel, accident, complaints, etc. Contractor will be required to furnish and submit policies, procedures and/or reports

and records complying with any and all requirements of funding sources to the County according to deadlines established by Fort Bend County.

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

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

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

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

From time to time, the County may give Contractor information, either orally or in writing, and indicate that the information is confidential. Contractor shall protect such information, shall not disclose such information to anyone, and shall not use the information for any purpose except for rendering service to the County. Under no circumstances is Contractor authorized to release any material or information obtained or developed in the performance of these services under this agreement without the express prior written permission of the County.

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

B. Fares

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

accordance with requirements for security and accountability established by funding sources and Fort Bend County.

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

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

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

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

Passengers are to be notified of the applicable fare at the time a reservation is made and/or upon boarding vehicles. Passengers presenting for boarding without the appropriate fare shall be allowed to board and ride with no fare a minimum of three two-way trips per year.

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

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

C. On-time Performance

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

time. For all other transit services types, on time shall be considered when the trip is performed within 5 minutes of the published schedule.

D. Customer Complaints

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

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

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

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

E. Safety/Security

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

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

Passengers preventing the safe conduct of vehicles or presenting threats to drivers and/or other passengers may be refused services and/or appropriately removed from vehicles at the contractor's discretion. Contractor may request police or emergency medical assistance at their discretion regardless of a passenger's wishes or concerns.

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

- Children weighing 40 pounds or less are not to be transported without an appropriate child restraint seat.
- Drivers and passengers must have access to and wear a seat belt.
- Wheelchairs must be secured.

- No fueling of vehicles or performance of maintenance activities while passengers are on-board vehicles.
- Transfer of passengers to back-up vehicle(s) meeting minimum contract standards within a reasonable time-frame when a vehicle breakdown, incident or accident prevents continuance of the route in the initially assigned vehicle
- Provisions for immediate notification/provision of emergency services such as fire, police or emergency medical services.
- Provisions for immediate emergency contact and notification of appropriate authorities for transit security events.
- Provisions for the safe transport of respirators, portable oxygen bottles or life support equipment, walkers, canes, packages, etc.
- Provisions for service animals such as guide dogs.
- Provisions for travel training.
- Provisions for providing appropriate information, inclusive of personnel and passenger information, as requested by law enforcement personnel during the course of an accident or incident investigation.
- Suspension of services due to inclement weather conditions
- Suspension of services due to or as a result of security events/concerns.
- Staff hiring and retention policies consistent with security recommendations and practices.
- Provisions for staff identification such as name tags, picture ID's and patches designating employees, supervisors, special training or awards, etc.
- Provisions prohibiting the utilization and wearing of personal cell phones, other equipment, or dangling jewelry, etc.
- Provisions prohibiting smoking, eating and drinking on vehicles. Provisions shall include allowances for driver breaks and/or the needs of passengers with disabilities.
- Provisions for lost and found articles that include appropriate notification methods and secured storage.
- Two-way radio communications procedures.
- Driving procedures for varying road conditions and hazards
- Vehicle evacuation procedures.

F. Operating Hours

Operating hours will be designated as routes/shuttles are developed and will be identified for each specific route in the related service plan(s). Service and service routes may be revised from time to time as directed by Fort Bend County in consultation with the service provider. Hours of operation may be over the course of a full 24- hour day. Days of operations may include weekdays, weekends and holidays.

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

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

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

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

G. No-show Trips

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

H. Cancellation Trips

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

I. Subscription Rides

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

J. Incidents/Accidents

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

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

K. Reservations/Scheduling/Dispatching

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

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

performance window and informed of the specific on-time window for their assigned trip.

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

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

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

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

L. Eligibility

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

For grant funding provided under Federal Transit Administration Section 5310 (Elderly and Disabled) funding TXDOT requires that the following classifications of riders have priority; Anyone over the age of 65 years of age and anyone with a physical or cognitive disability and after the needs of these riders have been met, any other rider. For grant funding provided under Federal Transit Administration Sections 5311 (Rural), 5307 (Urban), CMAQ (Congestion Mitigation Air Quality), JARC (Job Access & Reverse Commute) all classifications of riders are eligible.

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

Commuter service routes are currently providing two pick-up locations in Fort Bend County within the city limits of Sugar Land and a third location in Rosenberg at the Fort Bend County Fairgrounds. These Park & Ride lots are located along the Highway 59

South corridor. Three separate commuter routes are operated, designated as the Greenway, Galleria and Texas Medical Center (TMC) Area routes, final destinations are located within the City of Houston. Detailed route maps and schedules will be furnished to the contractor at contract initiation.

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

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

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

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

M. Passenger Assistance

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

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

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

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

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

For service plans requiring door-to-door services to meet the special needs of elderly and disabled patrons, assistance to and from vehicles, onto/off curbs and stairways, into and

out of vehicles, on and off lift equipment, into and out of buildings, assistance checking into facilities and assistance with mobility devices and/or packages will be required. Drivers may be required to provide other assistance to include insuring the passenger is appropriately attired for transport and reporting needs, abuse or neglect to designated officials.

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

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

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

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

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

N. Passenger Suspensions

Service suspension to passengers must be conducted in accordance with provisions of the Fort Bend County approved Passenger Guidelines. Contractor is required to immediately notify Fort Bend County of any recommendations for service suspension – whether suspension of a particular bus or route or a service suspension to a particular passenger unless an immediate circumstance precludes advance notification to Fort Bend County. "Immediate circumstances" may include and not be limited to safety and/or security violations. Passengers preventing the safe conduct of vehicles or presenting threats to drivers and/or other passengers may be refused services and/or appropriately removed from vehicles at the contractor's discretion. Fort Bend County's Passenger suspension policy does include both temporary and permanent service suspension provisions based on the severity of an incident.

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

VIII. Emergency Operations

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

be allowed where and when applicable. Due to the nature of this provision, such additional charges will be negotiated at the time the request for services is made. Additional charges will be expected to be reasonable as well as verifiable when and where applicable.

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

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

IX. Federal, State and Local Regulations

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

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

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

X. Performance Goals

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

Operations Standards	On-time Performance-95% of pick/up and delivery On-Time.
	95% of Random Inspections of site/facilities/equipment/vehicles and fare collection activities reveal no contract violations.
	Customer complaints are addressed and resolved in a timely manner 95% of the time.

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

Please note the following regarding performance measures:

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

- NTD defines Major System Failure as an incident when a bus has to be towed for mechanical reasons and is unable to start or complete revenue service and/or when a bus starts but is unable to complete revenue service and has to return to the depot for mechanical reasons. Contractors are advised that Major System Failure data will have to be collected and reported accordingly. For the purposes of measuring performance under the contract's performance standards for Major System Failures the NTD definition will be utilized.

XI. Promotional Activities/Marketing

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

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

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

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

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

XII. Coordination

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

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

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

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

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

EXHIBIT J

PASSENGER GUIDELINES

Fort Bend County
Public Transportation Department

Passenger Guidelines

A Passenger's Guide for Accessing Services and Operating Policies and Procedures

APPROVED BY FORT BEND COUNTY COMMISSIONERS COURT

January 15, 2019
September 12, 2017
July 12, 2016
January 11, 2011

TABLE OF CONTENTS

ABOUT FORT BEND COUNTY PUBLIC TRANSPORTATION 3
PURPOSE 3
CONTACT INFORMATION & HOURS 3
SOCIAL MEDIA 3
OFFICE HOURS 4
COUNTY HOLIDAYS 4
SERVICE HOURS 4
SERVICE AREA 4
SERVICE TYPES 5
DEMAND RESPONSE / PARA-TRANSIT 5
CURB-TO-CURB SERVICE 5
AMBASSADOR SERVICES 5
SUBSCRIPTION SERVICE 6
POINT DEVIATION 7
DEMAND RESPONSE / PARA-TRANSIT 7
RESERVATIONS 7
SUBSCRIPTION RIDE RESERVATIONS 8
SCHEDULING GUIDELINES 9
CANCELLATIONS 10
ADVANCE CANCEL 10
LATE CANCEL 10
CANCEL-AT-DOOR 10
NO-SHOW 10
COMMUTER, POINT DEVIATION AND FIXED ROUTE SERVICE 10
GUARANTEED RIDE HOME PROGRAM 11
ON-TIME PERFORMANCE 12
FARE POLICY 12
PASSENGER RULES 13
SAFETY / SECURITY POLICY 18
SUSPENSION POLICY 20
SUSPENSION APPEALS 20
CUSTOMER SERVICE 21
PUBLIC COMMENT 22

ABOUT FORT BEND COUNTY PUBLIC TRANSPORTATION

Our mission is to provide safe and efficient public transportation services while maintaining service quality and customer satisfaction.

All residents and visitors of Fort Bend County are eligible for services offered by the Fort Bend County Public Transportation Department.

Fort Bend County Public Transportation is a recipient of Federal funding to provide public transportation. In certain circumstances, statutes or funding sources may dictate passenger and scheduling limitations, including but not limited to, service type, service area, scheduling and/or rider limitations (all elderly, handicapped, etc.). When applicable, these restrictions will be posted on the County's website and/or in route schedules.

PURPOSE

The purpose of the Passenger Guidelines is to provide our passengers a guide for accessing services and information on operating policies and procedures.

Translation of these policies into different languages will be accommodated upon request.

CONTACT INFORMATION & HOURS

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

Toll Free:	866-751-TRIP (8747)
Office Number:	281-633-RIDE (7433)
Fax Number:	281-243-6710 832-471-1843
Email:	Transit@fortbendcountytx.gov.

Individuals with hearing impairments can make a reservation utilizing the Telecommunications Relay Service (TRS). The individual would dial 711 which would connect him/her to TRS. Individuals with vision impairments may request printed materials in larger fonts upon request.

SOCIAL MEDIA

Website: www.FBCTransit.org.

OFFICE HOURS
Monday through Friday
8:00 a.m. to 5:00 p.m.
Closed Saturdays, Sundays and County Holidays*
*With the exception of special services.

COUNTY HOLIDAYS
Dates for each County Holiday are available on the County website.
New Year's Day
Dr. Martin Luther King Jr. Day
Good Friday
Memorial Day
Independence Day
Labor Day
Fort Bend County Fair Day
Veterans Day
Thanksgiving Holiday
Christmas Holiday

SERVICE HOURS

Operating hours for Demand Response services vary according to trip requests. In most cases, first drop-offs are scheduled for 8:00 a.m. and last pick-ups are scheduled for 5:00 p.m.

Operating hours for Commuter and Point Deviation services are provided according to published schedules. Services may begin as early as 4:30 a.m. and end as late as 9:00 p.m. Schedules for these services are posted on the County website and are available through our office.

Special services, including events and/or charter services may also be provided during and after regular business hours.

Information, including service type, service hours and fares is posted on the County's website and/or announced via public media outlets (radio, television, newspaper ads, etc.) when applicable.

Changes to operating hours due to grant funding and/or special services, emergency events (weather and other emergencies) will be published on the website, in vehicles and/or announced via public media outlets (radio, television, newspaper ads, etc.), through Fort Bend County Office of Emergency Management, when applicable, and any other sources deemed necessary and/or available.

SERVICE AREA

Trip must originate in Fort Bend County.

1. For Demand Response services, the service area is described as all locations

within Fort Bend County and locations up to one (1) mile outside the boundaries of Fort Bend County.

2. Services to the Texas Medical Center and Veterans Hospital in Houston will be provided via transfer to the Fort Bend Commuter service into the Texas Medical Center. A transfer point to the service may be made at any of the Fort Bend County Park and Ride locations or at other transfer locations designated by Fort Bend County. The transfer point location must be made in advance by calling and speaking to a reservationist.

3. Transfers to Houston's Metro service, or to services provided by other public operators servicing areas adjacent to Fort Bend County, will also be provided by the Demand/Response and Commuter services. As a general rule, park and ride facilities or other locations immediately adjacent to Fort Bend County or within Fort Bend County will be used as transfer locations.

4. Special event and charter services may be provided in service area, see Charter Policy for more information.

5. Commuter, Point Deviation and Fixed Routes will have the service area defined in published schedules. Schedules are available on the Fort Bend County website, Transportation office and/or in vehicles.

SERVICE TYPES

Fort Bend County Public Transportation offers "Shared Ride" services. Shared ride service is a transit service that picks up several passengers at different pick up locations before taking them to their respective destinations.

DEMAND RESPONSE / PARA-TRANSIT

Shared ride bus service requiring advance reservations. Buses serve different locations and passengers each day dependent upon the locations requested by passengers. Under Department of Transportation (DOT) Americans with Disabilities Act (ADA) the driver or bus attendant must assist individuals with disabilities with the use of ramps, lifts, and securement systems. If it is necessary for personnel to leave their seats to provide assistance, they must do so. Fort Bend County Public Transportation personnel must ensure a passenger with a disability is able to take advantage of the vehicle accessibility and safety features provided.

CURB-TO-CURB SERVICE

Bus arrives and departs from curbside. Drivers are instructed to use a curbside location that provides a safe environment for boarding and alighting

AMBASSADOR SERVICES

As grant funding is made available, Ambassador Services may be provided by Fort Bend County. An Ambassador is an individual who works directly with passengers providing assistance from the passenger's door to the vehicle and from

the vehicle to the final destination. This personalized service is to assist with the safe passage for those unable to travel unescorted or alone; those who need additional help with boarding and alighting vehicles, and passengers with agitation, behavioral and cognitive issues. Ambassadors may be assigned to bus stop locations and/or transit vehicles. Ambassadors will not be drivers, will not attach passenger securements (seat belts, wheelchair tie down, etc.) or operate mechanical lifts or ramps. An Ambassador's function is solely restricted to the duties stated below and can assist with the following:

1. "Gentle Support," such as opening doors and providing verbal guidance.

2. Physical support such as assisting passengers with balance, climbing steps, handling packages or performing similar functions.

3. Assistance at bus stops will be limited to ensuring passenger boards the correct vehicle and are advised not to wander into the street or unsafe locations while waiting for vehicle or transfer.

4. Assistance from **door-to-door** will be limited to escorting the passenger to or from a building doorway to the vehicle.

5. Escort a passenger to or from a building doorway as necessary to "**hand over**", or "receive", the passenger to/from a personal escort within the building.

Drivers and/or Ambassadors are not authorized to cross the threshold of building doorways or responsible for locking building doors. Drivers and/or Ambassadors are authorized to open and close building doors as a courtesy. Drivers and/or Ambassadors are not responsible for signing any passenger in or out of a facility.

SUBSCRIPTION SERVICE

A subscription ride is offered as a convenience to passengers and is provided to passengers who request routine trips to the same destination on a regular schedule (school, work, medical appointments). It enables the passenger to reserve a trip without having to phone in reservations each time the trip is needed.

An eligible subscription trip is defined as a "set/fixed transportation trip (trip is at the same time, same place, same day(s)) on a continuing schedule." Subscription riders are still required to phone in cancellations according to the cancellation policy defined in these guidelines.

The Americans with Disabilities Act (ADA) limits subscription rides in complementary para-transit services to no more than 50% of the trips available in any given service hour. Subscription trips will be allowed based on this limitation.

POINT DEVIATION
Shared ride bus service that travel along the same road(s) each day with timed stops at designated locations. With pre-arranged approval, buses can deviate up to ¾ of a mile from the route to pick-up and drop-off customers and/ or to accommodate pick-ups and drop-offs at high demand locations.

COMMUTER
Shared ride bus service which operates on a set schedule from and to set parking lot locations with scheduled drop-offs and pick-ups within the business districts. Designed primarily to accommodate employment trips but open for general trip purposes. Park and Ride locations include:

Fort Bend County Fairgrounds
4310 State HWY 36 South
Rosenberg, Texas 77471

University of Houston Sugar Land
14000 University Blvd
Sugar Land, Texas 77479

AMC Theater First Colony
3301 Town Centre Blvd
Sugar Land, Texas 77479

Drop off locations within the business districts include the Texas Medical Center, Greenway Plaza and the Galleria area in Houston.

DEMAND RESPONSE / PARA-TRANSIT

RESERVATIONS
Reservations are accepted one (1) business day and up to thirty (30) calendar days in advance of the need for transportation. "Will call" trips are not allowed as Fort Bend County Public Transportation does not offer same day service.

Reservations **are** accepted by telephone Monday through Friday, excluding County Holidays, between the hours of 8:00 a.m. and 5:00 p.m. Trips are scheduled for drop-offs accommodating first appointment times no earlier than 8:00 a.m. and last pick-up times no later than 5:00 p.m.

Reservations are **not** accepted by voicemail, telephone message, text, facsimile, or electronic mail. Passengers or their delegate must speak directly with a Reservationist to schedule a ride.

For every Demand Response call, the Reservationist requires the same information. Before you call, have all of the necessary information ready. This will ensure shorter

wait times for each passenger making a reservation.

1. **Have your ID number or first and last name.** Passengers are required to furnish their contact information at the time a reservation is made and/or when their information has changed.

2. **Know how many passengers are coming along.** Passengers may reserve a ride for themselves and/or other passengers. All passengers must be listed at the time the primary reservation is made.

3. **Special needs accommodations and/or requests must be disclosed at time of reservation.** Special needs accommodations include requests for assistance to/from the door, use of a wheelchair, walker, cane, hearing or vision impairment accommodations, assistance with packages, assistance with boarding and alighting vehicles, etc.

4. **Know your exact pick-up and drop-off location(s) and time(s).** All reservations are subject to space and time availability. Passengers may reserve a single ride, multiple rides, and multiple destinations for one day or multiple days. Multiple rides, multiple destinations, or multiple day trips require additional reservation time.

5. **Passengers requesting multiple days** may be asked to call back later to find out availability for the requested trips, and/or to get their scheduled pick-up times. At this point in the call, the Reservationist will determine if there is availability to book the reservation.

6. **Keep track of the date and time of the reservation.** Make sure you are at the scheduled pick-up location **15 minutes prior** and 15 minutes after to the scheduled pick-up time. The bus driver is unable to call you when they arrive and will only wait 5 minutes before they must move on to the next passenger.

7. **Passengers presenting themselves** for boarding without a prior reservation may be turned away. Drivers do not make a determination on additional, unscheduled passenger boarding. Drivers are required to contact dispatch for instruction.

SUBSCRIPTION RIDE RESERVATIONS

1. Subscriptions will be taken on a first come, first serve basis based upon availability in the requested service hour(s).

2. Passengers are allowed to request subscription rides for one-way trips and multiple leg trips.

3. When only one leg or portions of a multiple leg trip subscription request is available, passengers will be allowed a subscription for the portion(s) of the trip

that are available.

4. Any change to a subscription ride (time, location, day, etc.) will cancel the subscription and a **new** subscription will need to be requested. **The subscription will be treated as a new request.**

5. Subscriptions may be placed on hold for a period of no more than thirty (30) calendar days without cancellation.

6. Passengers must notify the reservations office to place a subscription ride on hold. The Reservationist will note in the passenger's file: the name of the person requesting the hold, date of the request, date(s) for the subscription hold and the date the subscription trip is to resume. Requests to place a subscription trip on hold must be made prior to a passenger receiving a late cancel or no-show trip.

7. Subscription requests will be denied if more than 50% of the total available trips in any given service hour are dedicated to subscription rides. Subscriptions may be cancelled if the subscription rides in any given service hour exceed 50% of the available trips in the service hour.

SCHEDULING GUIDELINES

1. Reservation and scheduling personnel are not authorized to book/schedule trips that will violate on-time performance goals, ride time limitations, and/or service boundaries.

2. Time needed to accommodate passengers with disabilities will be considered and allowed in all routes. Passengers should expect extended wait times to accommodate these needs when applicable.

3. Drivers are not authorized to adjust schedules on the day of service.

4. Passengers should expect an on-board time (ride time) of ten minutes to an hour and a half. If the passenger is on the bus for more than an hour and a half it is a violation against Fort Bend Public Transportation's policy and will be addressed.

5. Attempts will be made to schedule pick-up or drop-offs no earlier or later than requested or set time All attempts will be made to accommodate the request both when the trip is scheduled and on the day of service; however, passengers are advised that "day of service" conditions can affect the ability to provide efficient service.

6. Passengers should expect to ride with other passengers. Schedulers are not authorized to schedule trips so only one passenger is on-board the vehicle for a trip. Scheduling will be done to ensure the maximum numbers of passengers are

accommodated on each vehicle while meeting on-time performance and ride time expectations.

CANCELLATIONS

Passengers must notify Fort Bend County Public Transportation of all cancellations no later than the business day before the scheduled ride. Passengers are encouraged to call in cancellations as far in advance as possible so that another passenger will be able to use the time allotted for your trip.

ADVANCE CANCEL

An "Advance Cancel" occurs when the cancellation is received before 5:00 p.m. of the business day prior to the day of the scheduled trip or as far in advance as possible. An Advance Cancel does not count against the passenger and is encouraged.

LATE CANCEL

A "Late Cancel" occurs when the cancellation is received after 5:00 p.m. of the business day prior to the day of the scheduled trip **or** on the day of service. A Late Cancel is counted towards the Suspension Policy.

CANCEL-AT-DOOR

A "Cancel-At-Door" occurs when a vehicle arrives at a scheduled pick-up location within the on-time window and the passenger, or someone at the location on the rider's behalf and declines the ride. If a passenger Cancels-At-Door on his/her first leg trip (e.g. outbound/pickup) and has one or more trips scheduled on the same day (e.g. return trip), Fort Bend Transit will automatically cancel the subsequent trip(s). It is up to the passenger to call Reservations if the return trip is needed.

NO-SHOW

A "No-Show" occurs when a vehicle arrives at a scheduled pick-up location within the on-time window, waits five (5) minutes and the passenger is not at the location of the scheduled pick-up or refuses the trip. If a passenger No-Shows his/her first leg trip (e.g. outbound/pickup) and has one or more trips scheduled on the same day (e.g. return trip), Fort Bend Transit will automatically cancel the subsequent trip(s). It is up to the passenger to call Reservations if the return trip is needed.

COMMUTER, POINT DEVIATION AND FIXED ROUTE SERVICE

There are no reservations required for the Commuter, Point Deviation and/or Fixed Route services. We offer a variety of bus schedules from three park and ride locations situated in Fort Bend County along with the Point Deviation/Fixed-Route service which operates in the Richmond-Rosenberg area. For more information or to obtain copies of the schedules you can contact our office or visit us online at www.FBCTransit.org.

1. Drivers must follow designated schedules and routes.

2. Drivers are to hold at a stop until the scheduled departure time. The drivers are to leave the stop at the scheduled departure time once all passengers have boarded or alighted.

3. Morning commuter routes will be allowed to perform drop off stops up to five (5) minutes before the scheduled time and continue their route onto the next stop location.

4. Reverse commuters must be at their stop at least five (5) minutes before the scheduled time to ensure they do no miss their bus. The same will apply for noon time reverse commuters boarding at the Fort Bend County park and ride lots.

5. Drivers are not allowed to change the order of pick- up and drop-offs nor are they allowed to change the route taken by the vehicle without prior approval from the dispatcher or operations supervisor.

6. On-board time (ride time) is scheduled to be no longer than one and a half hours (1.5) per passenger. Destination travel time can and will be considered when scheduling trips. Exceptions to ride time limitations must be approved by the operations supervisor or his/her designee.

7. Under Department of Transportation (DOT) Americans with Disabilities Act (ADA) fixed route stop announcements by a transit provider must be announced (by personnel or a recording system) at least at transfer points with other fixed routes, other major intersections and destination points, and intervals along a route sufficient to permit individuals with visual impairments or other disabilities to be oriented to their location. Furthermore, the transit personnel must announce any stop upon request.

GUARANTEED RIDE HOME PROGRAM

Guaranteed Ride Home is a free service that provides commuters a way home in the event of a midday emergency. For eligibility, riders must be registered prior to needing service. Registration is done by filling out a registration form and returning the form to Fort Bend County Public Transportation. The Guaranteed Ride Home service can be utilized up to three times per calendar year. Once the three free rides are used, passengers may purchase additional trips at their own expense. Examples of approved emergencies include personal illness, illness of a family member, a death in the family, and unscheduled overtime required by your employer. In the event of an emergency, call 281-633-7433. Once a staff member verifies enrollment in the program, a service provider will pick you up from your place of employment and take you to your car.

DISPATCHING

Dispatchers are communication personnel responsible for providing drivers and passenger's information throughout the day of service. On the day of service,

Dispatchers provide passengers with an Estimated Time of Arrival (ETA) for a bus when requested. The ETA is calculated by the Fort Bend County Public Transportation's scheduling program.

The ETA changes as the route is performed and data is updated in the system throughout the day. Requests regarding an ETA for Demand Response/Para-Transit before the day of a scheduled ride should be directed to Reservations staff by calling 281-633-RIDE (7433).

ON-TIME PERFORMANCE

Demand Response trips are considered "on-time" if the vehicle arrives within a thirty (30) minute window. A trip is considered on-time if the vehicle arrives fifteen (15) minutes before the scheduled pick-up time **or** fifteen (15) minutes after the scheduled pick-up time.

Commuter, Point Deviation Routes and/or Fixed Route Service are considered "on-time" if the vehicle arrives at the scheduled pick-up time or within 5 (five) minutes after the scheduled time.

FARE POLICY

A one-way fare **must** be paid each time you board the bus. The passenger can use cash or a pre-purchased ticket. From time to time Fort Bend County may offer "free fare" services in order to promote the use of transportation services and/or as part of special event(s).

1. All passengers except for Personal Care Assistant (PCA) are required to pay a fare.

2. Children and infants are charged full fare.

3. Purchases of ticket books are **non-refundable**.

4. **Exact change is required for cash fares.** Drivers do not carry, handle cash, or make change.

5. Tickets and/or cash must be put in fare box located at the front of the vehicle.

6. Passengers will not be immediately refused for non-payment of fares; however, service can be suspended for non-payment. See also Suspension Policy.

    a. For the purposes of tracking non-payments, passengers refusing to provide their name and contact information, can be immediately denied service.

    b. Drivers do not determine whether a passenger may board without a fare. The driver is required to have the dispatcher or operations supervisor approve the request for boarding without paying the appropriate fare.

Ticket books may be purchased by credit card online at www.FBCTransit.org, by mail or in person at the Fort Bend County Public Transportation Administration office located at:

12550 Emily Court, Suite 400
Sugar Land, Texas 77478

Tickets may also be purchased in person at the following businesses located at:

Kroger
4825 Sweetwater Blvd
Sugar Land, Texas 77479

Passenger employers and/or service providers are allowed to purchase tickets in bulk and distribute them to their employees or patrons. Businesses or agencies wishing to provide this service can contact Fort Bend County Public Transportation for further information.

For more information call the Fort Bend County Public Transportation at 281-633-RIDE (7433).

PASSENGER RULES

Please help us keep our services as safe as possible for you and all of our passengers by following these rules at all times:

1. Do not wait in the street as the bus approaches.
2. Passengers must be dressed in clothing that covers the body and wear shoes. Individuals not properly dressed will not be allowed to enter transit facilities or board vehicles and/or to remain in or around Fort Bend County properties.
3. All passengers must wear seat restraints including shoulder harness, when available.
4. Passengers twelve (12) years or under must be accompanied by a guardian or parent at least eighteen (18) years of age or older.
5. Passengers must provide approved seat restraints for children forty (40) pounds or less.
6. No standing or sitting in the aisle or stairwell.
7. Smoking is NOT permitted on-board vehicles or in transit facilities.
8. Alcohol is NOT prohibited on-board vehicles and/or in or on County facilities in accordance with all local, state, and Federal laws.

9. Consumption of non-alcoholic beverages, small snacks such as candy, chips, fruit, etc. is allowed on-board vehicles provided drinks are in covered non-spill container, kept out of the aisle and seats, and containers or snacks are removed from the vehicle when the passenger exits the vehicle.

10. Immediately notify the driver if a beverage or food is spilled or if any trash or personal items are dropped or not secured inside the vehicle. Passengers should not move from their seats while the vehicle is in motion to clean-up a spill or to secure loose objects. Upon notification of a hazard, the driver will notify dispatch of the need to stop the vehicle. The driver will locate a safe location to stop the vehicle. The route will resume as soon as the spill is cleaned and/or the items are secured.

11. Medical equipment and supplies such as oxygen bottles, syringes, etc. will only be allowed on vehicles if they are prescribed by a physician and are properly secured or stowed while the vehicle is in motion.

    a. Fort Bend County's Public Transportation service is not equipped to accommodate passengers needing specialized medical attention, monitoring equipment or procedures while traveling. Requests for these types of services will be referred to private providers of medical transportation services.

12. Passengers are to refrain from speaking to the driver while the vehicle is in motion unless it is an emergency.

13. Passengers shall follow the driver's instructions.

14. Passengers will only be picked up and dropped off at the addresses given at the time of booking.

15. No person shall draw, write, paint, mark upon, or deface any bus or portion of a transit facility.

16. Drivers shall secure all wheelchairs tie downs for passengers utilizing wheelchairs. All wheelchairs must have their wheels locked and must be properly secured while on the vehicle. Drivers may also provide assistance securing lap and shoulder belts for passengers utilizing wheelchairs

    If a seat or wheelchair tie-down location has a seat belt that is not working or missing the seat or tie-down location it cannot be used for seating passengers or securing passengers in wheelchairs.

17. Drivers are authorized to maneuver a wheelchair up or down a single-step curb.

18. Drivers are authorized to maneuver a wheelchair up or down one single stair step. Drivers are not authorized to maneuver wheelchairs up or down multiple steps.

19. Drivers are authorized to provide necessary assistance in boarding and alighting vehicles. Assistance includes opening and closing the vehicle doors, hand support on the vehicle stairwell or lift, assistance with bags meeting the bag restrictions contained in these guidelines, and assistance securing seatbelts.

20. Walkers, canes and other mobility devices are allowed on vehicles. Mobility devices must be secured from movement while on the vehicle and must not block the aisles and walkways.

21. Bags (handbags, shopping bags, briefcases, backpacks, suitcases, etc.), umbrellas and other carry-on items are allowed on vehicles subject to the guidelines provided herein. All items brought on-board vehicles shall be secured from movement while on the vehicle and must not block the aisles and walkways or take up seating space. Items shall not be left unattended or block entrances, exits, or passageways at stops or in facilities. Passengers will only be allowed to board vehicles with the number of carry-on items they can effectively handle independently.

22. Shopping bags, similar to those provided in grocery stores, are limited to no more than six (6) bags per passenger with each bag weighing less than ten (10) pounds. Larger shopping bags are limited to no more than two (2) per passenger weighing less than thirty (30) pounds. Briefcases and backpacks are limited to one (1) weighing no more than 30 pounds and must be secured from movement while on the vehicle and must not block aisles and walkways.

23. Suitcases are limited to two (2) small suitcases weighing no more than thirty (30) pounds each and meeting the size limitations imposed by air carriers for carry-on luggage. Suitcases exceeding the quantity allowed and/ or the weight and size requirements are not allowed on vehicles. Suitcases must be secured from movement while on the vehicle and must not block aisles and walkways.

24. Individuals who are unable to travel independently, safely and securely on their own accord, whether due to physical or cognitive disabilities, and regardless of age, must be accompanied by a personal care assistant.

25. Profanity, abusive, or other disruptive behavior onboard vehicles, within County facilities, or verbally expressed to an employee or passenger, is **not** allowed and may result in immediate suspension of service and/ or removal from the vehicle/facility. Such behavior is considered disorderly conduct and could result in additional legal action.

26. Aggressive behaviors or inappropriate physical contact or displays of body parts by a passenger to the driver and/or passengers at any time **will** result in immediate

removal from the vehicle/facility and potentially permanent suspension from transportation services.

27. No person shall spit in or upon any bus, transit facility, passenger, or transit employee.

28. The transit facilities of Fort Bend County are designated for the sole and exclusive use of passengers of the transit system. Seats, benches, parking lots, and other areas are provided as passenger waiting areas, and no person shall sleep in these or any portion of a transit facility.

BIKE RACKS

All Fort Bend County Public Transportation buses feature exterior bike racks attached to the front of the bus. Each bike rack can hold two bicycles with 20" wheels. Spaces are on a first come, first serve basis. There is no charge to use them.

Please help us keep our services as safe as possible for you and all of our passengers by following these rules at all times:

1. Bicyclists **MUST** notify the bus operator before loading or unloading their bicycle.

2. Bicyclists are responsible for securing and removing their bike to/from the bike rack.

3. The bus operator **cannot** assist with securing or removing the bike; however, they can provide verbal instructions.

4. After unloading your bike, never cross in front of the bus. Wait until the bus has left the stop.

5. Motor-powered bicycles, tandem bicycles, tricycles and bicycles with training wheels are **NOT** permitted.

6. Bicycles are **NOT** allowed on the bus.

7. If bicyclists violate this policy, they may be asked to remove their bicycles from the bus.

8. Bicyclists must provide their own lock and assume responsibility for their bicycle.

9. Bicycles left on the bus bike rack or at a Fort Bend County Public Transportation facility for ten days or longer are considered abandoned and will be removed by Fort Bend County.

10. Any unclaimed personal property (i.e. bicycle) removed by Fort Bend County will be held for a period of two weeks (14 calendar days). At the expiration of two weeks, any unclaimed personal property will be deemed "abandoned" and turned over to the County Purchasing Agent for disposition.

Fort Bend County Public Transportation is not responsible for personal injury, property damage or property loss arising from the use of the bike racks. Fort Bend County Public Transportation assumes no responsibility and passengers use the bus bike racks at their own risk.

SERVICE ANIMALS

Under the Americans with Disabilities Act (ADA), businesses and organizations, which serve the public, must allow people with disabilities to bring their service animals into all areas of the facility where customers are allowed. Service animals are also permitted to ride on board Fort Bend County Public Transportation vehicles and accompany individuals in any Public Transportation facilities where the public is normally allowed or where an individual has been invited by a staff member to a location not normally open to the public.

The following definition describes the service animals permitted. Service animals are animals individually trained to perform tasks for people with disabilities including assisting people who have visual or auditory impairments, assisting with wheelchairs, alerting and protecting a person who is having a seizure, or performing other special tasks. For example, a person with diabetes may have a dog that is trained to alert him when his blood sugar reaches high or low levels; or a person who has epilepsy may have a dog that is trained to detect the onset of a seizure and then help the person remain safe during the seizure.

In situations where it is not obvious that the animal is a service animal, the staff may ask:

1. Is the service animal required because of a disability?
2. What work or task has the service animal been trained to perform?

Information obtained will be used to determine access to Public Transportation facilities and vehicles. Passengers who use service animals will not be charged extra fees, isolated from other patrons, or treated less favorably than other patrons.

Passengers are responsible for service animals in transit facilities and vehicles.

1. A service animal must always be under the control of the owner or handler.
2. The owner or handler is responsible for caring for and supervising the service animal.
3. All service animals must be current with their vaccinations.

A passenger who uses a service animal will not be refused access or be asked to remove his/her service animal from the premises (i.e., bus, facility) **unless**:

1. The service animal is out of control, and the animals' owner does not take effective action to control it.
2. The service animal poses a direct threat to the health or safety of others.
3. The service animal is not housebroken.
4. The service animals are not current with their vaccinations.

Emotional support, therapy, comfort, or companion animals are not considered service

animals and are not allowed in vehicles or in transit facilities.

SAFETY / SECURITY POLICY

The safety of passengers, employees and contractors is a primary concern for our department. As with other segments of the transportation industry, Fort Bend County Public Transportation has developed practices designed to prevent security incidents. Employees, contractors and passengers are encouraged to increase their awareness of security concerns and to immediately report **ANY** concern to department staff or law enforcement officials. Matters of security are taken **seriously**, and **violations** of the security policy will result in service suspension and/or prosecution. Fort Bend County and/or its contracted service provider(s) will contact appropriate law enforcement or medical services to respond to security incidents where and when it is deemed necessary by Fort Bend County and/or its contracted service provider(s). The department has developed the following policies to help ensure the safety of our passengers, employees and contractors.

1. Firearms are strictly prohibited unless specifically authorized by law.

2. Threatening language or other disruptive behavior onboard vehicles, within County facilities, or verbally expressed to an employee or passenger, is not allowed and may result in immediate suspension of service and/or removal from the vehicle/facility. Such behavior is considered disorderly conduct and could result in additional legal action.

3. Any passenger who poses a threat to himself/herself, the driver, or any other passenger will be removed from the vehicle and county facilities.

4. Fort Bend County Public Transportation and/or its contracted service provider(s) will request law enforcement or medical officials to remove individuals from vehicles or facilities who are violating laws, presenting a danger to themselves or other passengers, disrupting services and/or have physical or mental symptoms requiring medical attention.

5. Passengers who observe any suspicious behavior by individuals or groups notice unattended or suspicious looking bags, packages, or substances on board vehicles or at county facilities should immediately report the observance to Fort Bend County staff and appropriate law enforcement agencies.

6. All threats of bodily or physical harm to Fort Bend County employees, agents, passengers or threats regarding destruction of facilities, equipment, or vehicles, are taken seriously and will not be considered a joke. Individuals posing such threats will be immediately removed from facilities and subject to the legal consequences of such actions.

7. Loitering is not allowed in or around any Fort Bend County Public Transportation Facility or on-board vehicles. Any individual(s) seen in office areas, parking

premises, bus stop areas, and/or on-board or around vehicles and equipment are subject to being stopped and questioned regarding their reasons for being in or around the facility. If the individual(s) have business reasons for being in or around Fort Bend County Public Transportation equipment and facilities, they may be escorted to the proper person or facility to verify a legitimate business reason for being on site and/or asked to complete their business as expeditiously as possible. If no legitimate business reason is noted, the individual(s) will be escorted off Fort Bend County properties.

If the individual(s) become threatening in any way, law enforcement officers will be called to the scene and asked to remove the individual(s) from Fort Bend County Properties.

8. Disturbing, threatening, or prank telephone calls will be reported to law enforcement organizations for appropriate handling and follow up.

9. Any unreasonably loud, disturbing or unnecessary noise that causes material distress, discomfort, or injury to passengers and/or drivers is not allowed. This includes playing a radio, radio device, phonograph, musical instrument, portable stereo, etc. at volumes that can be heard by other passengers and/or the driver. The use of portable speakers is not allowed by passengers.

10. Passengers on-board vehicles and/or in or around facilities during threatening events must follow directions given by Fort Bend County staff and/or law enforcement officials. This includes following instructions for evacuating vehicles and facilities and/or sheltering in place.

11. Fort Bend County and/or its contracted service provider(s) reserve the right to request medical attention and/or emergency medical services for passenger's on-board vehicles or in transit facilities.

12. All Fort Bend County employees are instructed to follow universal precautions to reduce the likelihood of exposure and spread of disease. Employees may use disposable latex gloves, disinfectants, and/or hand sanitizers and/or have them available for use by passengers.

13. Fort Bend County and/or its contracted service provider reserve the right to request police intervention should any type of altercation or disagreement occur regarding fare payments in/or around vehicles or county facilities.

14. Fort Bend County may take legal action against passengers who refuse to pay fares, are involved in altercations or incidents regarding fares, and/or who utilize fraudulent or counterfeit fare media.

15. NEVER try to retrieve something that rolls under the bus.

16. It is Fort Bend County Public Transportation's policy to require all commuter passengers to board at the designated pick up/drop off locations. This policy exists because of a number of safety concerns including: passengers chasing buses, running across parking lot/parking aisles and through-ways, running in front of/behind or alongside buses while they are stationary and in motion, and waiting in areas where there is no sidewalk or medium.

17. Vehicle Operating Standards dictate vehicles will not be operated without working heating and air conditioning systems (HVAC) and/or working safety features (windshield wipers, turn signals, etc.). If a HVAC or safety system failure occurs while the vehicle is in service, passengers will be required to transfer to another vehicle when another vehicle is made available at a transfer location designated by the dispatcher.

SUSPENSION POLICY

A combined total of six (6) or more late cancellations, cancel-at-door, and/or no-show trips within a ninety (90) day period will result in a thirty (30) day suspension of service. A late cancel, cancel at door, and/or a no show trip will not count against the passenger when it is an error on Fort Bend Transportation's part. For instance if the bus arrives outside the window of the scheduled pickup time and/or the bus does not wait five minutes after arriving for pickup.

Passengers will not be immediately refused for non-payment of fares; however, service will be suspended for a minimum of 30 days upon three (3) non-payments of fares in a ninety (90) day period.

1. A warning letter will be sent to violators informing them of their policy violation. The warning letter will include a listing of the number of late cancellations, cancel-at-door and/or no-show trips that have occurred.
2. After a warning letter is sent and the passenger continues to violate the policy, a suspension letter will be sent. The suspension letter will include a listing of the number of late cancellations, cancel-at-door, and/or no-show trips that occurred, and the dates of the pending suspension.

3. No more than two (2) suspensions per year are permitted.

4. A "third" suspension within a one year period will result in a six (6) month suspension from service. The one year period begins with the date of the first suspension.

For additional information or questions regarding our Suspension Policy, please call our office at 281-633-(RIDE) 7433.

SUSPENSION APPEALS

Passengers receiving a service suspension notice for violation of late cancellations,

cancel-at-door, no-shows, safety and security, fare policies or any other reason are allowed to appeal the decision.

1. In order to request an appeal the passenger must submit a written request to the Public Transportation office postmarked within ten (10) calendar days of the date of the suspension notice. A request for an appeal can also be emailed to: transit@fortbendcountytx.gov

2. A Fort Bend County Public Transportation staff member will contact the passenger to schedule an appeal hearing.

3. Appeals will be held at an accessible Fort Bend County facility or can be conducted over the phone if requested by the passenger.

4. Passengers who choose to appeal should be prepared to provide a detailed description of why they believe the violations should be excused. Supporting documentation, if applicable, should be included.

5. The Advisory Committee will hear all appeals and the decision of the Advisory Committee is final.

6. No suspension will take effect if the customer has filed an appeal in accordance with the instructions and deadlines noted in this policy, and/or the Advisory Committee has not determined the outcome of the appeal.

7. A Fort Bend County Public Transportation staff member will advise customers in writing of its decision concerning their appeal within ten (10) days of the hearing. If the Advisory Committee upholds the suspension, the notice of decision will provide customers with the beginning and end date of the suspension period.

CUSTOMER SERVICE

Fort Bend County Public Transportation welcomes your comments and complaints. We are committed to using passenger feedback as a tool to improve our quality of service. If you experience any dissatisfaction with the service and wish to file a complaint, you can call our office and our staff will take a verbal complaint.

The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity and access for persons with disabilities.
Fort Bend County is committed to ensure nondiscriminatory transportation in support of our mission to provide high quality transit services for all Americans. If you believe you have been subjected to discrimination you may file a complaint with the Fort Bend County Title VI Coordinator.

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin, religion, sex, disability, age, or other protected status in programs & activities receiving federal financial assistance (42 U.S.C. Section 2000d).

Fort Bend County is committed to taking affirmative action to assure that no person shall be excluded with regard to the routing, scheduling, or quality of service of transportation service on the grounds of race, color, national origin, religion, sex, disability, age, or other protected status.

If you believe you have been subjected to discrimination you may file a complaint with the Fort Bend County Title VI Coordinator by calling the Fort Bend County Title VI Officer at 281-633-RIDE or by sending a written complaint to:

Fort Bend County Public Transportation Department
ATTN: Title VI Officer
12550 Emily Court Ste. 400
Sugar Land, TX 77478

Or via email at: transit@fortbendcountytx.gov

Complaints may also be filed with the following organization no later than 180 days after the date of the alleged discrimination:

Federal Transit Administration's Office of Civil Rights
ATTN: Title VI Program Coordinator
East Building, 5th Floor – TCR
1200 New Jersey Ave., SE
Washington, DC 20590

PUBLIC COMMENT

Fort Bend County Commissioners have established a means of providing the public with an opportunity to express opinions and concerns regarding a major service change or fare increase. Refer to the Public Participation Plan for details which can be found on the Fort Bend County Public Transportation website.

All Fort Bend County employees and contractor are expected to treat the public and passengers courteously. Employees and contracted staff are expected to be responsive to concerns and to use tact and diplomacy while interacting with customers. Customers are encouraged to report any instance where they feel an employee or contractor has failed to meet this policy.

APPROVED BY:

Grady Prestage, Commissioner, Precinct 2
Presiding Officer of Commissioners Court, January 15, 2019

1-15-2019
Date

REVIEWED BY:

Paulette Shelton
Public Transit Director

1-15-19
Date

Attest:

Laura Richard
Fort Bend County Clerk

EXHIBIT K

AMBASSADOR SERVICES

EXHIBIT K. AMBASSADOR SERVICE

First Transit will provide Ambassadors and one On-Site Manager during normal operating hours for Fort Bend County Public Transportation (hereinafter "Fort Bend County") services as defined in Exhibit K. The number of Ambassadors needed and shift times will be determined by Fort Bend County. First Transit will hire and schedule employees to accommodate service levels determined by Fort Bend County.

Pricing by Position:
Ambassador/ Bus Stop Monitor Fort Bend County Bill Rate: $13.30 per hour On-Site Manager Fort Bend County Bill Rate: $16.20 per hour. These rates are effective only until July 1, 2019 or until County enters into an Agreement for Ambassador Services pursuant to RFP 19-047, whichever shall occur first.

First Transit Obligations:

- Furnish personnel to serve as Ambassadors.
- Supervise, schedule and manage Ambassadors assigned to the program.
- Provide required and appropriate training, as described in this scope of work, for all personnel used to provide Ambassador Services. Training shall include how to identify possible abuse and neglect cases and how to properly report this information.
- Provide drug and alcohol testing of Ambassadors. The drug and alcohol testing program should include pre-employment, random and post-incident testing.
- Provide criminal history background checks of Ambassadors to Fort Bend County when requested. First Transit must obtain the criminal history information for all persons employed for Services. The following convictions are automatic bars to employment for Services:
  1) Any offense under Chapter 19, Texas Penal Code (criminal homicide). Includes murder, capital murder, manslaughter, and criminally negligent homicide.
  2) Any offense under Chapter 20, Texas Penal Code (kidnapping and unlawful restraint). Includes kidnapping, aggravated kidnapping, and false imprisonment.
  3) Any offense under Section 21.11, Texas Penal Code (indecency with a child).
  4) Any offense under Section 22.011, Texas Penal Code (sexual assault).
  5) Any offense under Section 22.02, Texas Penal Code (aggravated assault).
  6) Any offense under Section 22.04, Texas Penal Code (injury to a child, elderly individual or disabled individual).
  7) Any offense under Section 22.041, Texas Penal Code (abandoning or endangering a child).
  8) Any offense under Section 22.08, Texas Penal Code (aiding suicide).
  9) Any offense under Section 25.031, Texas Penal Code (agreement to abduct from custody).
  10) Any offense under Section 25.08, Texas Penal Code (sale or purchase of a child).
  11) Any offense under Section 28.02, Texas Penal Code (arson).
  12) Any offense under Section 29.02, Texas Penal Code (robbery).
  13) Any offense under Section 29.03, Texas Penal Code (aggravated robbery).
  14) An agency/facility shall immediately discharge any employee in a position involving direct contact with a consumer or patient if one or more of the above convictions apply to that employee, or if there is any other conviction on that person's record that the facility determines is a contraindication to employment, as provided by Chapter 250,

Health and Safety Code.

- Create and provide a Management Plan for the Ambassadors ("Management Plan"). The Management Plan shall include job descriptions of the Ambassadors and Site Manager, assignments of Site Manager or Lead Ambassador overseeing daily operations, and procedures for accountability. The Management Plan must be reviewed and approved by Fort Bend County within 10 days of execution of this amendment.

Billing

- Service will be billed for actual hours punch in to punch out, excluding breaks.
- Billing hours for both Ambassadors and the onsite manager will be from clock in to clock out.
- First Transit will invoice twice a month with the regular revenue vehicle service invoice which is currently two invoices. The first invoice will be from the first of the month through the fifteenth of the month and the second invoice will be from the sixteenth of the month through the end of the calendar month. A hard copy of the invoice will be submitted to:

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

AMBASSADOR JOB DESCRIPTION AND DUTIES

General Job Description: Ambassadors will work directly with Fort Bend County clients providing assistance from the rider's door to the vehicle, door to door, hand to hand or from the vehicle to the final destination.

Ambassador Duties:

- Ambassadors will provide passengers with gentle physical support to assist with balance, climbing steps, carrying packages, entering/exiting buses and buildings, boarding and entering the correct buses/buildings and/or performing similar functions.
- Ambassadors will provide "hand to hand" assistance. Hand to Hand assistance is defined as delivery of passengers at their destination from one attendant to another. Ambassadors can leave the vehicle to escort passengers in need of "Hand to Hand" assistance. Ambassadors will not enter the door of a place of residence in regards to "hand to hand" assistance. Ambassadors will be allowed to enter the door of a business facility in regards to "hand to hand" assistance.
- Ambassadors may be assigned to a bus stop service area to assist passengers with bus or route information and/or assistance onto a bus. An Ambassador may also be assigned to a transit vehicle to assist the passenger on and/or off the vehicle, or to the front door.
- Ambassadors **will monitor** the securement of wheelchairs and seatbelts.
- Ambassadors **will not** provide wheelchair or seatbelt securement.
- Ambassadors **will not** operate wheelchair mechanical lifts or ramping.

- Ambassadors **will not** drive vehicles. Their function is restricted to assisting passengers, monitoring and assistance with passengers on board buses or at bus stops.
- Ambassador **will** assist the bus driver in maintaining a safe environment onboard vehicles including assistance to passengers who may be agitated or have behavioral issues. If there is a situation which becomes dangerous or hostile, the Ambassador will try to de-escalate the situation while the bus driver pulls the bus to the side and the police are notified.
- Ambassadors will provide on-going travel instruction to senior passengers and passengers with disabilities to assist them with learning to travel independently. Travel instruction is direct instruction to the passenger that is personalized to the needs of the individual. Instructions will be communicated verbally and/or through visual aides to assist in mobility, accessibility and independent travel. Instructions will be given at the time of boarding or exiting vehicle, or while passengers are on board vehicle.
- Ambassadors providing travel instruction are required to prepare and maintain timely and accurate reports regarding training and trainee-related activities. Ambassadors are required to list all training given on the passenger manifest and the Ambassador Incident report.
- Fort Bend County Public Transportation Department and/or its collaborating agencies will provide specific training for the Ambassadors. First Transit may develop and provide this training with Fort Bend County's prior approval. The Ambassadors will be required to attend all trainings.

Required Skills and Experience for Ambassadors and Site Manager:

- Bilingual plus, however not required.
- Excellent communications and interpersonal relationship skills
- Patience
- Concern for and interest in supporting the elderly and individuals with disabilities as well as genuine respect for this population
- Computer familiarity helpful, however not required

Working Conditions and Physical Requirements:

- Work will require bending and stooping, ability to climb stairs, carry small packages and grocery bags up to 20-30 pounds
- Ability to push and maneuver clients in wheelchairs
- May be exposed to the outside elements (heat and cold) when assisting clients to and from the vehicle
- Must be able to pass background check and drug test
- Must be clean and neat in appearance
-

AMBASSADOR TRAINING

First Transit will ensure that all Ambassadors receive initial training that will provide the Ambassador with the knowledge to accomplish the requirements set forth in the Ambassador Duties including but not limited to comprehensive review of the environment they will be working in, the types of people they will be assisting and the challenges that come with helping the riders

have safe passage to and from their destinations. Hourly rates charged to Fort Bend County will not include hours utilized for training.

Prior to an Ambassador's first day, Ambassadors shall attend initial training with a member of First Transit's management team where they shall review the job description and go over procedures and policies designed to accomplish the objectives and any requirements set forth in this Amendment and this Attachment "A".

All Ambassadors and Bus Stop Monitors shall be certified in CPR, First Aid and AED (Automatic External Defibrillator) by the American Red Cross or other qualified organization. Certifications shall be renewed every two years.

Additional training is provided by the Alzheimer's Association, the Mental Health and Mental Retardation Authority of Harris County (MHMRA), and the ARC and shall include the following:

a. Alzheimer's Training
b. Seizure Care
c. Principles of Crisis Intervention
d. HIPPA
e. Consumer Rights
f. Code of Conduct Awareness
g. Workplace Safety
h. Independent Riding – Train the Trainer
i. Abuse Reporting

Ride-A-Long Training

All Ambassadors will be required to participate in a ride-along with a Trainer on a route. Ride Along Training includes hands-on instruction on providing proper care for door to door assistance, regular assistance, greeting passengers, ensuring that passengers are wearing safety belts and assisting with boarding and disembarking. All Ambassadors will attend ongoing training offered by First Transit trainer(s), The Arc of Ft. Bend County or other advocacy or service oriented groups approved by Fort Bend County on a quarterly basis. Additional training may also be required by Fort Bend County from time to time.

Training procedures and instruction will be reviewed periodically by Fort Bend County, and adjustments will be made when requested by Fort Bend County.

SITE MANAGER JOB DESCRIPTION AND DUTIES

General Job Description: The Site Manager is responsible, under the supervision of the First Transit General Manager for all phases of the operation of the Fort Bend County Ambassador program for Fort Bend County Public Transportation. These responsibilities include, but are not limited to, the general administration of the Ambassador Program and the direction and control of all personnel and resources. The Site Manager is responsible for maintaining proper employee standards necessary to meet the passenger needs and expectations. The Site Manager will enforce all policies and procedures as defined by First Transit and approved by Fort Bend County.

Site Manager Duties:

1. Manage the First Transit Ambassador staff and make adjustments to work processes, scheduling, etc. to maintain proper Ambassador and vehicle placement for Fort Bend County each day.
    a. The Site Manager will make a schedule matching the model schedule template provided by Fort Bend County each week. The schedule will be completed and

posted by 5 pm each Wednesday before the start of the next work week. The current schedule will remain posted through the current work week. The Site Manger will review the schedule model versus the actual schedule to determine if additional employees are required to cover shift needs.

b. The Site Manager will review the actual and projected ridership daily and determine if he or she has the proper number of employees to meet the projected numbers without causing a flow interruption for the customer, Fort Bend County.
c. The Site Manager will monitor the overall performance of Ambassadors to ensure that best practices are being followed.
d. The Site Manager will enforce safety, attendance and performance policies and expectations for all employees by providing documented training and progressive discipline including verbal warnings, written warnings, unpaid work suspensions and ending assignments as needed for First Transit employees who do not follow proper safety procedures, do not follow proper dress code policies, consistently fail to report to work on time, fail to work as scheduled on timely basis and fail to perform any other work duties in a satisfactory manner.
e. The Site Manager will work with the First Transit General Manager before ending an employee's assignments to ensure proper procedures and documentation are followed for all employees.
f. The Site Manager is responsible for providing proper work and safety training for all employees at the facility. The Site Manager is required to properly train all Ambassadors on their job duties and expectations.

2. The Site Manager is responsible for communication and building a positive relationship with the customer, the management and employees of Fort Bend County.
    a. The Site Manager will communicate any issues or other problems with the management of Fort Bend County in a timely manner.
3. The Site Manager is expected to meet all reporting and paperwork requirements for providing schedules, payroll, reporting forms, employee files, and paperwork and providing information as defined by First Transit management personnel and Fort Bend County.
4. The Site Manager will work as an Ambassador to cover shifts as needed on a daily basis.
5. The Site Manager will be on-call during hours of operation and two hours prior to the shift start time each day to be available to take calls from employees missing shifts.
6. The Site Manager is to ensure that all Ambassadors are at work and on the buses as scheduled for that day. The Site Manager is to ensure that all Ambassadors are made aware of their daily work schedules including any changes in scheduling.

EXHIBIT L

CONTRACTOR'S RESPONSE RFP 18-057

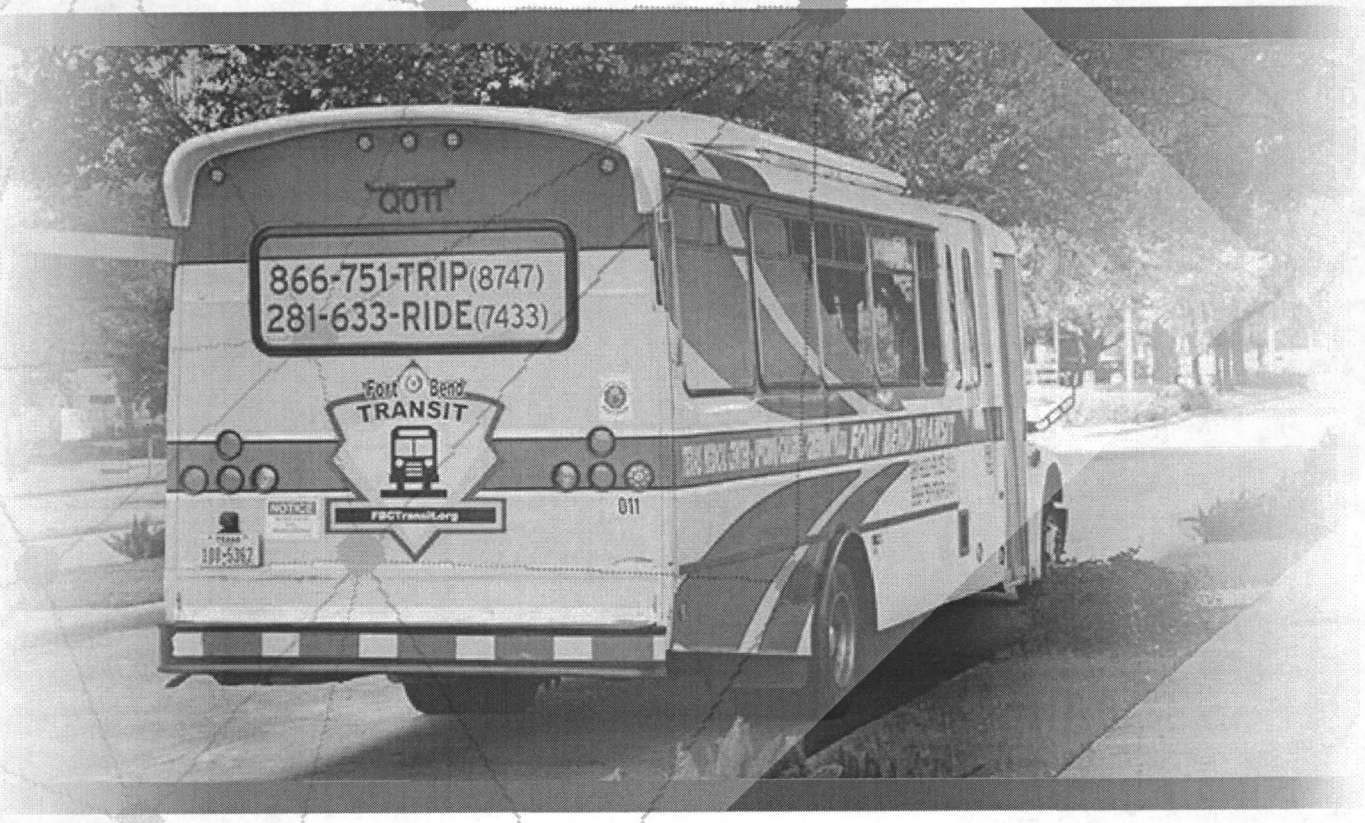
ORIGINAL

Fort Bend County
RFP 18-057 Transportation Bus Service for Fort Bend County Public Transportation

May 2018

First Transit

TITLE



First Transit

Transportation Bus Service
for Fort Bend County Public Transportation

TITLE PAGE

First Transit

ORIGINAL

Fort Bend County
RFP 18-057 Transportation Bus Service for Fort Bend County Public Transportation

May 2018

First Transit

LETTER OF TRANSMITTAL

First Transit

First Transit

First Transit, Inc.
600 Vine Street, Suite 1400
Cincinnati, OH 45202
Phone: 513-241-2200
Fax: 513-684-8852

May 11, 2018

Fort Bend County
Purchasing Department
Attn: Jaime Kovar, Assistant County Purchasing Agent
301 Jackson, Suite 201
Richmond, Texas 77469

Re: RFP No. 18-057, Proposal for Transportation Bus Service for Fort Bend County Transportation

Dear Ms. Kovar,

First Transit is pleased to have the opportunity to participate in Fort Bend County's current procurement for Fort Bend County Transportation Services. As the successful provider of these services for six years, no one understands these services, your expectations and our shared customers like First Transit. If selected to continue as your transportation provider, we will provide the high quality transportation services you have come to expect from us at a fair price. Although we are proud of the accomplishments our partnership has seen, we will work continuously to improve our service delivery to the County, the Fort Bend community and the passengers we serve.

First Transit is proud of all of our over 335 locations across North America, but none more so than our Fort Bend County operation. With more than 60 years of transportation operations and management experience, we stand on our record of performance and commitment to safety and quality. First Transit understands the unique and complex nature of the County's transit operations. First Transit is experienced in the successful management and operation of transit operations in various communities throughout North America and the United Kingdom, with extensive experience in the Houston/Fort Bend area.

Fort Bend County's transportation services, through the management and operations provided by First Transit, will continue to offer high-quality, safe and reliable transportation to its ridership while economically and efficiently providing value to the County.

The County will benefit from the selection of First Transit and our enhanced services:

- A truly seamless transition with no disruption in service to Fort Bend County and our ridership
- Knowledgeable, experienced management team who knows the service, the community and our shared customers and has already proven themselves to the County, which will continue to be led by General Manager Yevette McNeese
- Our contracted services are known for low driver turnover; we will continue to select customer-oriented operators and offer a respectful, fair, and quality work environment
- Our comprehensive safety programs and training processes provide professional training for operators that will lead to delivery of safe, customer-oriented services
- The power of our national network of managers and transportation professionals, providing instant information sharing on a variety of transit matters
- Our company's recognition for safety and quality operations awarded by APTA and the National Safety Council
- Value-added technologies such as upgrading to the newest, most innovative DriveCam technology, SV2, as well as new, data-based tablets in all vehicles to improve connectivity

We acknowledge the receipt of the following:

- Addendum 1, issued 4/17/18
- Addendum 2, issued 5/7/18

We are extremely excited about the possibility of strengthening our partnership with Fort Bend County with a new contract for these important transportation services. Should you have questions concerning any aspect of our proposal or wish to schedule a meeting to discuss the ability of First Transit and our management team to continue to successfully operate your transportation services, please feel free to contact Jeremy Brown, Director of Business Development, at (702) 738-3057, jeremy.brown@firstgroup.com. We look forward to discussing our proposal with you.

Sincerely,

Bradley A. Thomas

President

First Transit, Inc.

TABLE OF CONTENTS

First Transit

TABLE OF CONTENTS

FIRST TRANSIT PROPOSAL

Contents

Contents ____ i

Executive Summary ____ 1

Tab 1: Understanding Scope of Work ____ 1

Understanding of Fort Bend County Public Transportation Services ... *1*

Our Accomplishments with Fort Bend Public Transportation ... 3

Understanding Service Types ... 5

The Solution Driven by Experience ... 9

The Right People Deliver the Right Results ... *10*

Local Management Team ... 11

Region and Corporate Support ... 19

Operations Support ... 24

On-Site Personnel ... 26

Service Excellence in Daily Operations ... *56*

Daily Focus ... 57

Achieving Your Goals ... 57

Focus on On-time Performance ... 61

Facilitating Success with the Right Personnel ... 62

Overcoming Operational Issues ... 68

Operational Reporting ... 72

Fare Processing and Management ... 75

First Transit's Safety Culture ... *77*

BeSafe – Safety Leadership Program ... 78

DriveCam SV2 ... 80

Moving Ahead for Progress in the 21st Century Act (MAP-21) ... 82

First to Zero ... 83

First Transit's System Safety and Security Plan ... 83

First Transit's Comprehensive Maintenance Plan ... *90*

Protecting Fort Bend County's Investment and Ensuring Fleet Reliability ... 90

Preventative Maintenance Program ... 92

Management of the Maintenance Process 97
Responding to Roadcalls 105
Vehicle Appearance 107
Recognizing Maintenance Excellence 108
Implementation Plan *111*
Transition and Start-up Activities 112
Subcontractors *112*
Meeting the County's Facility Needs *113*
Proposed Fleet *113*
Replacement Schedule 114
Tab 2: Ability to Perform, Firm Experience / Qualifications 115
Company Introduction *116*
First Transit's History 117
Our Vision and Values 118
Unmatched Experience, Proven Ability 120
Experience *120*
Fixed Route and Demand Response Experience 121
Financial Capability *131*
Financial Statements 132
Fleet List *133*
Qualifications Description *134*
The Proven Partner 134
Nation-Wide Expertise 134
Similar Experience 135
Proven Performance 135
A Leader in Transportation Technology 135
Organization Information 136
Operating Statistics 137
References *139*
Subcontractors *140*
REM Services (Houston-Based DBE) 140
Trek 140

Organizational Charts *141*
Primary Organization Chart 141
Project Organization Chart 142
Subcontractor Organization Chart 143
Transition Schedule *143*
Tab 3: Cost **145**
Tab 4: Alternative Approach, Performance Incentive / Innovation **147**
Optional Enhancement: Tripspark Passenger Portal 148
Tab 5: Overall Completeness of Proposal **151**

EXECUTIVE SUMMARY

First Transit

First Transit

Executive Summary

Fort Bend County Public Transit

First Transit takes great pride in our partnership with Fort Bend County, the successes we have seen together and the safe, customer-focused service we bring to the Fort Bend Community.

Our six years of successful operation of these services has uniquely qualified us to continue as your partner. Our understanding of this operation, the passengers and your expectations have allowed us to develop a solution that will truly take these services to the next level, while bringing value to the County. Our proposal includes the leadership of our exceptional local management team who have proven themselves to the County, as well as meaningful enhancements such as new tablets in all vehicles to improve connectivity and an upgrade to the newest version of DriveCam with additional features.

We are proud to present this proposal to Fort Bend County to continue to serve as your dedicated partner.

"First Transit will be steadfast in our support of Fort Bend County's goals and dedicated to achieving success in meeting the needs of our shared ridership."

Bradley A. Thomas
President

Thank you for the opportunity to submit this proposal to continue as Fort Bend County's partner in the provision of transportation services. We are excited about the possibility of strengthening our partnership with a new contract for these important transportation services.

As the incumbent provider of Fort Bend County Public Transportation for the last six years, we have learned a lot about what it takes to provide high quality transportation services in the Fort Bend community, including the unique challenges of the wide-spread, rural service area. We also have a first-hand understanding of your expectations for high quality, safe, customer-focused transportation and have utilized that understanding, as well as our nation-wide transportation expertise, in developing our solution for Fort Bend services moving forward.

We are proud of our Fort Bend County team and the achievements we have accomplished in partnership with the County. Our local, region and corporate teams are determined to provide the resources necessary - including the right leadership, operational approaches and technology tools - to continue to achieve success in our service delivery to the passengers we serve, while providing value to the County.

Throughout this executive summary and in our proposal, we've outlined our plan to provide the best possible service, and exceed your expectations. We are committed to achieving continual improvement in the provision of Fort Bend County transportation services. You have my personal commitment that First Transit will be steadfast in our support of Fort Bend County's goals and dedicated to achieving success in meeting the needs of our shared ridership.

Sincerely,

Bradley A. Thomas, President

Fort Bend County and First Transit -

A Collaborative Partnership

Nothing is more important or relevant to our qualifications to continue to provide Fort Bend's transportation services than our proven experience for Fort Bend County. First Transit is proud of the many accomplishments we have seen as your transportation provider, just a few of which include:

- First Transit's maintenance shop for Fort Bend County is an ASE Blue Seal Certified shop, a marker of maintenance excellence, and LEAN certified at the Bronze Level, recognizing efficiency and effectiveness in fleet management.
- Introduction of an in-house ASE training program, to train new technicians and provide ongoing training and skills assessments to current maintenance staff, ensuring that Fort Bend will always have highly skilled technicians repairing vehicles so that customer service expectations can always be achieved.
- The maintenance shop went paperless in June 2017, equipping technicians with tablet computers, improving their access to important information and reducing the amount of time spent on paperwork.
- Providing a positive workplace for our employees through efforts such as cookouts, employee meals, recognizing drivers who receive compliments, etc.
- Identifying talented staff and placing them in a position to grow with the company is an important part of our core values. We have developed team members and afforded them with growth opportunities, including Dantoine Churchman, who was promoted from Supervisor to Safety Manager.
- A core tenured workforce with 65 drivers who have more than 8 years of experience and five mechanics with more than ten years of experience, ensuring high levels of service for the County and our passengers.
- Dedication to the County of Fort Bend as evidenced by the ways in which we provide services outside the normal scope of our contract and participate in community events such as charity events and donation drives, including Arc of Fort Bend Best in the West Charity Auction, Fort Bend County Sheriffs Behind the Badge Annual Gala and International Youth Fellowship Gracias Christmas Cantata.
- Assisted the City of Victoria with the use of two 32-passenger First Transit vehicles, due to a fleet fire that destroyed their 30-bus fleet in 2017. First Transit delivered the vehicles within hours of the County's request for assistance.
- Assisted the County during major disasters by providing supplemental service for backup and emergency events during the 2016 and 2017 Hurricane/Flood Season.
- Implemented the Employee Car Pool Program for employees looking to find other employees who live nearby to ride into work together, extending this program to our staff who find alternative routes into work, i.e. public transportation and bikes.

Nation-Wide Transportation Expertise

With 335 locations in 39 states, Puerto Rico, India, Panama, and Canada, First Transit sets the standard for excellence in transportation. Global in scale and local in approach. We carry approximately 350 million passengers across more than 390 million miles annually. First Transit has 19,500 employees and operates more than 13,000 buses/vehicles.

Every day for more than 60 years, First Transit managers and employees deliver safe, high quality, cost effective service in challenging operating environments. With the best safety record in the industry, the highest customer service standards, and the best training available, First Transit offers our customers the best solution for their transportation needs.

We currently manage the operation of more than 30 combined demand response and fixed route services, providing millions of trips on an annual basis in both rural and large metropolitan settings.

Looking Ahead -

The Future of Fort Bend County Public Transportation

Although we are proud of our performance in the provision of Fort Bend Public Transportation services we will always strive for continual improvement, working very hard to exceed your expectations and goals for this service. In the new contract period, we will continue to provide the safe, customer-focused, high quality transportation services you have come to expect from us, with meaningful enhancements to continue to improve our service delivery and earn your business every day. We are looking forward with new technologies, methods and initiatives to take Fort Bend Public Transportation service to the next level. These include:

- Addition of new data-based tablets, at no cost to the County, to provide better connectivity and communication capabilities system-wide
- Enhancing safety by upgrading to DriveCam SV2, which includes real-time alerts and continuous recording capabilities, in addition to, the customized training benefits of DriveCam
- Introducing biannual Transportation Leaders Meetings to bring leaders from First Transit and Fort Bend County together to proactively discuss industry trends and potential solutions for Fort Bend County Public Transportation
- Assessments from our Operations Support team, to include an offer to analyze the Trapeze software twice yearly to ensure its capabilities are optimized, providing recommendations to the County and ensuring our team is adequately trained to get the best possible use out of the software

Focus on KPIs

First Transit has thoroughly reviewed the performance standards outlined by Fort Bend in the RFP. Our entire operation will revolve around adhering to these standards in the provision of transportation services.

For example, our strategies to attain 95% on time pullout include providing 10% extraboard drivers and 20% extraboard vehicles, sound maintenance practices, effective dispatching techniques and the provision of new tablet computers to allow for better real-time monitoring and streamlined communication.

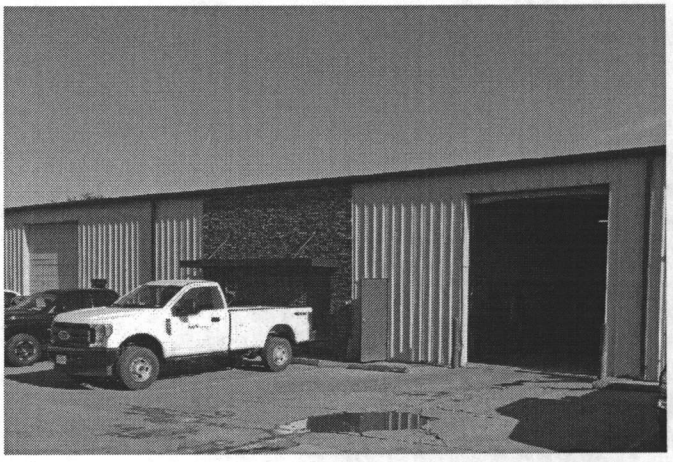
To ensure we continue to achieve your minimum safety performance of less than 1.5 accidents/incidents per 100,000 miles, we will implement the newest, most innovative DriveCam system, as well as the proactive approach to safety provided by our BeSafe Safety Leadership Program.

Additional detail on efforts to achieve your specific KPIs has been included in Tab 1: Understanding the Scope of Work.

The Ideal Facility

First Transit has a lease in place to continue providing services from our current facility, located at 1723 Eldridge Rd, Sugarland, through February, 2019. This ideally located facility is only steps from the County's operational location and meets all the needs of maintaining the County's fleet. This dedicated facility is already up and running, ensuring a seamless transition to the new contract, which only First Transit can provide.

Should the need arise to extend our lease term, First Transit has the ability to do so within our lease agreement.



None of the strategies, tools or plans matter without the right staff to implement them.

Local Management Team

As the incumbent provider of these important transportation services, we will continue to provide the most experienced, dedicated management team with motivational leaders who have already proven themselves to Fort Bend County.

YEVETTE MCNEESE, GENERAL MANAGER

An inspirational leader and effective manager, Yevette has led our Fort Bend County operations for the 6 years. She has been in transportation for over 20 years, serving in management capacities throughout shuttle, fixed route and paratransit operations. Yevette has received multiple FEMA certifications. She has proven instrumental in our emergency response functions within the operation, and her leadership is vital to the success of the operation.

OLIVIA JONES, ASSISTANT GENERAL MANAGER

First Transit is pleased to propose that Olivia Jones assume the role of Assistant General Manager. Currently serving as Finance Manager within the operation, we are excited for her to leverage her over 20 years' of transit experience within the Assistant General Manager role. Working in roles of Dispatcher, Supervisor, Manager of Yard Operations, and VP Human Resources, Olivia has a thorough understanding of all aspects of transit operations. She will continue to have responsibility for financial matters for the operation as well.

SAMANTHA HOELSCHER, OPERATIONS MANAGER

Samantha will work directly with AGM Olivia Jones to ensure operations efficiency and performance. Serving in her position as Operations Manager since 2017, Samantha understands the Fort Bend County Public Transportation system, operation and customers. Previous to coming to Fort Bend County, Samantha served in roles of safety, supervision and accounting within transit operations.

Although not a required position per the RFP, we believe an Operations Manager is vital to ensure successful daily operations, and that Samantha's experience brings value to the Fort Bend operation.

KENNETH KERBAUGH, MAINTENANCE MANAGER

Ken has over 20 years of maintenance experience. He began his transit maintenance career at New Jersey Transit, serving as Senior Maintenance Instructor. Throughout his roles in transit maintenance, Kenneth has overseen all aspects of the maintenance process. Kenneth has ensured exceptional maintenance for Fort Bend County, extending the life of the fleet. As a triple-ASE Master Certified technician, and ASE certified instructor, he was instrumental in obtaining ASE Blue Seal Certification for the Fort Bend County shop.

DANTOINE CHURCHMAN, SAFETY, SECURITY & TRAINING MANAGER

First Transit is pleased to propose Dantoine Churchman to continue as Safety, Security & Training Manager for Fort Bend County operations. Serving as Safety Manager within our Fort Bend County operation since August of 2017, Dantoine has over 14 years' experience in the transit industry. Serving primarily in roles directly overseeing safety, Dantoine has previously served as a Safety and Training Supervisor and Behind-the-Wheel Trainer.

Enhanced Region & Corporate Support

First Transit's regional and corporate support team for Fort Bend will continue to be led by Senior Vice President John Mathews and Director of Operations Mike Honer, who will continue to be responsible for ensuring the County's satisfaction with our performance.

To provide even more proactive support, First Transit proposes to host Transportation Leaders Meetings twice per year with the County. We will bring together our corporate and region experts in various functions with representatives from Fort Bend County to discuss industry trends and brainstorm solutions to This proactive, forward-thinking approach will be beneficial to both Fort Bend and First Transit and will provide a powerful springboard for industry leaders to collaborate and continue looking forward.

Technology Plan

While nothing is more important than an experienced, well trained workforce, the right technology tools and support can have a strong impact on system safety and efficiency and equip our team with additional tools to facilitate success.

We know that the future of our industry relies on remaining, and keeping our customers, on the cutting edge of technology. It has and will continue to revolutionize the transportation industry.

TABLETS

First Transit will provide new, data-plan based Samsung tablet computers to improve connectivity and the ability to better monitor service in real-time. These 8-inch tablets will connect to the Trapeze Novus system, providing benefits to dispatch, driver communication, safety, trip editing and more.

In a pilot test of two of the tablets in the Fort Bend service area, none of the common connectivity issues occurred. As we strongly believe in the value this tool will bring to the operation, First Transit proposes to provide these tablets at no additional cost to the County.

DriveCam SV2

In addition to the triggered recording function and customized training tool of the current DriveCam system, SV2 includes proactive driver warnings and alerts of potentially dangerous situations. When paired with incident documentation and training resources, it is a comprehensive system that is clearly beneficial. DriveCam SV2 has the option for extended or continuous video recording if the driver or dispatch chooses. This video is automatically stored in cloud based DVR and uploaded to DriveCam for further review.

FIRSTBASE

Our customized version of Infor, FirstBase is our software platform for vehicle maintenance files, reporting, and task supervision utilizing our Paperless Shop system. A transit-specific software designed for the unique requirements of a transit fleet, FirstBase captures and supplies critical data to support day-to-day management decisions. This provides our maintenance team with the information needed to keep each Fort Bend County vehicle in 'like new' condition.

PAPERLESS SHOPS

Our paperless shops concept equips our technicians with tablet computers, streamlining the maintenance process by providing all forms, work orders, vehicle histories and other important information at their fingertips. This system ties in directly with our FirstBase Maintenance Information System.

Technicians get tasks assigned via tablets. By reviewing their days' work assignments on the devices, allows technicians to check-in for the day and easily see schedule changes as they occur in real time.

With Paperless Shops, our technicians spend less time on paperwork and more on vehicle maintenance, improving the efficiency and quality of our maintenance efforts.

OPERATIONS SUPPORT AND TRAPEZE EXPERTISE

First Transit's Operations Support Team will bring additional value to the Fort Bend operation by conducting meetings to ensure First Transit understands the County's long-term strategy and expectations for First Transit, as well as creating custom technology plans to help Fort Bend achieve its strategic objectives. As part of this effort, we are offering to provide twice yearly healthchecks of the Trapeze system to ensure capabilities of the software are maximized and identify training opportunities, should the County be interested in these services.

With experience in both Operations and IT, Ops Support experts understand that technology brings the most value when it is used correctly. Ops Support ensures the products selected are the right fit for Fort Bend County and will ensure that all staff have the training to use the technology to its fullest potential.

SAMSUNG

Trapeze

DriveCam Lytx

FirstBase

Proposal Contact

Director of Business Development Jeremy Brown will serve as First Transit's primary contact for this proposal. He can be reached at 702-738-3057 or jeremy.brown@firstgroup.com.

Additionally, Director of Operations Mike Honer can be reached at 608-209-3255 or mike.honer@firstgroup.com

"If you cannot do it safely, don't do it!"

Safety - The Highest Priority

First Transit's highest priority will always be SAFE operations with the goal of zero preventable accidents. The most important precept we give to our employees is to provide them every tool necessary to protect themselves and the people they transport. We create a safe and positive environment for our employees, staff and passengers through our world class safety and training programs including:

- Upgrade to the newest DriveCam tool, providing real-time alerts and continuous recording capabilities.
- A hiring process supported by First Transit's Criminal Background Check Unit and structured in support of Fort Bend County's standards
- A comprehensive, industry-leading training program covering our safety processes in great detail
- Utilizing only Transit Safety Institute-trained and certified instructors to train our operators
- Employee incentives to maintain safety awareness and keep accidents and incidents to the barest minimum
- High visibility vests for all employees to wear to improve safety in daily operations
- Employee involvement in our Injury Prevention Program through recommendations and commendations for successful improvement

All new First Transit drivers for Fort Bend County receive a minimum of 87 hours of training. This is well above the County's minimum hours, but we feel it is necessary to ensure drivers are truly ready before they get behind the wheel.

Our driver training includes extensive coverage of the Smith System Defensive Driving course, as well as ongoing and refresher training focused on providing safe, customer friendly service for all employees.

Our training also includes 40 hours of cadetting, in which a new driver is coupled with a certified cadet trainer, who is typically a mentor or senior operator. This one-on-one evaluation includes in-service training hours on actual transit routes. Cadets demonstrate their ability to drive safely, provide excellent customer service, and assist persons with disabilities and mobility devices. Cadet trainers conduct a final evaluation after the Cadet-in-Revenue modules are completed. Only cadets who successfully pass this final stage of training are qualified to be assigned manifests or routes.

A Proactive Approach

First Transit's New BeSafe Safety Leadership training program, introduced recently in Fort Bend County, focuses on positive reinforcement to build safe operational practices. To do that, we improve the knowledge, foresight, awareness, judgment, and skills of our employees to encourage preventive approaches to safety.

As leaders, managers play a critical part in this process through daily interactions with our employees to encourage, reinforce and influence good safety behaviors.

BeSafe

Maintenance Excellence for Fort Bend County

First Transit will continue to ensure we take the best possible care of the Fort Bend fleet with our comprehensive maintenance program. The County will continue to benefit from our maintenance expertise and the leadership of Maintenance Manager Ken Kerbaugh, who is an industry-wide expert in vehicle maintenance and teaches classes for ASE certification.

The following maintenance approaches and practices will continue to facilitate our success:

- Recognition as a Blue Seal Certified shop, a prestigious acknowledgement we are committed to upholding moving forward
- Commitment to achieving Silver LEAN certification by 2019 (we are currently bronze, also an outstanding achievement), recognition of the efficiency and effectiveness of our program
- Our Paperless Shops streamlines communication in the maintenance department, equipping our technicians with tablets so job assignments and record keeping are seamless. They have access to essential information like vehicle specifications, work history, manuals, etc., at their fingertips
- Commitment to continue to adhere to 100% of our preventative maintenance being completed on time
- Customized training program for each mechanic developed by Cengage with an emphasis on technicians becoming ASE certified
- FirstBase Maintenance Information System (FirstBase), our software platform for vehicle maintenance files, reporting, and task supervision using our Paperless Shop system. A transit-specific software designed for the unique requirements of a bus fleet, FirstBase captures and supplies critical data to support day-to-day management decisions. This gives our maintenance team the information needed to keep each Fort Bend County vehicle in "like new" condition
- Corporate Purchasing Agreements leverage our nation-wide buying power on many common parts and supplies, saving the County money

Vehicle Plan

In addition to the vehicles provided by the County, First Transit is supplying a total of 10 vehicles for Fort Bend Public Transit in the new contract. This includes a new Starcraft Allstar 450 for demand response and four new Starcraft Allstar XLs in the third year of the contract. Our contributions to the fleet will provide efficiencies to the County, while ensuring passengers have a safe, reliable and comfortable ride. Our vehicles exceed all RFP requirements.

Details on our fleet are included in the proposal and attachments, which includes a comprehensive fleet list, brochure, specifications and floor plan for the new vehicles.

Why First Transit?

In partnership with Fort Bend County and with shared goals for the transportation system in place, we will continue to work together to address the changing needs of our passengers into the future. Our team clearly understands that, in the end, our service delivery must ultimately result in an excellent experience for our shared customers and efficiencies for Fort Bend County.

First Transit is the best value to Fort Bend as our operation includes:

- Unmatched experience of our local team, lead by General Manager Yevette McNeese
- Addition of management staff over and above the County's requirements to ensure successful daily operations
- Exceeding your minimum required training hours with 87 hours of training for new drivers
- Continued utilization of our current maintenance facility only steps from the County's operations facility for as long as necessary
- As your incumbent provider, only First Transit can provide a truly seamless transition to a new contract for the employees, passengers and the County

First Transit is committed to continuous improvement in order to provide the Fort Bend County ridership with the best service possible.

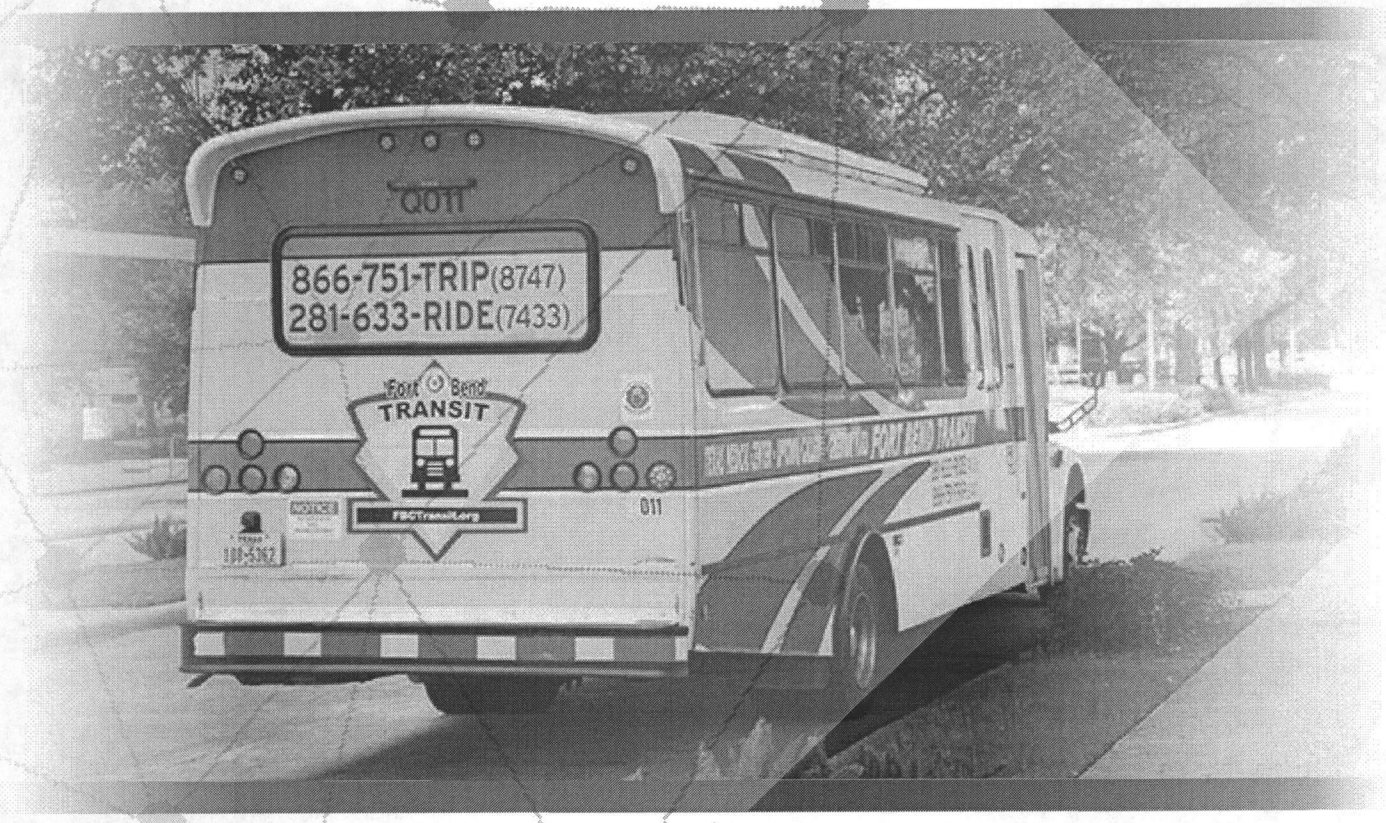
- First Transit has proven to the County, and to the passengers we serve, our commitment to providing safe, reliable, customer-focused transportation services
- Continued Maintenance excellence, fueled by our Paperless Shops, FirstBase MIS, and our commitment to continuing to obtain ASE Blue Seal Certification
- Emergency preparedness plan that ensures we have the resources and plans in place to ensure we provide the best possible service in the event of an emergency
- Technology tools that will provide meaningful enhancements to our service delivery, including data-plan based tablet computers for all vehicles and an upgrade to the newest DriveCam product

As summarized earlier in this executive summary and detailed throughout this proposal, First Transit has built a solution based on our unique understanding of this operation and your expectations for high quality service that brings value to the County. We are committed to the Fort Bend Community and the passengers we serve.

We look forward to your review of this dynamic proposal and the opportunity to strengthen our partnership with you with the enhanced provision of these important transportation services.

TAB 1

Understanding Scope of Work



First Transit

Tab 1: Understanding Scope of Work

Respondents must express, a narrative description, describing the approach the firm will take to accomplish the contract services. Services should be clearly defined and include a description of how they will be supported by staff, equipment, supplies, etc. Parties demonstrate their understanding of the project and have proposed an approach which will meet or exceed project needs and requirements. The project response indicates appropriate staffing, adequate vehicle type and availability, appropriate back-up staffing and vehicles, solid organizational structure, and complete supervision for project activities. Include detailed information on any subcontractor services that are being proposed, as well as how and when they will be coordinated and utilized. Administrative as well as operational requirements are to be addressed and include descriptions of how the information will be collected, processed, verified, and monitored for accuracy and performance. Appropriate staff recruitment and training is proposed for project implementation and continuation. Equipment and vehicle maintenance activities are to be addressed and proposal clearly indicates firm's ability to provide appropriate stewardship for County assets and buildings. Project schedule and implementation milestones indicate the majority of the tasks necessary to complete a transition have been projected and addressed. The transition plan is reasonable, key milestones are identified, and the time allocated is appropriate for the activities scheduled.

Understanding of Fort Bend County Public Transportation Services

First Transit is proud of our collaborative six-year partnership with Fort Bend County in the provision of Fort Bend County Public Transportation Services. As detailed within our executive summary, we are proud of our shared accomplishments, and excited for our future partnership. First Transit understands your goal ***"to provide residents with safe and efficient public transportation services while maintaining service quality and customer satisfaction,"*** and we will continue to work daily to ensure these values of safety, efficiency, quality and customer satisfaction remain at the center of our operations in Fort Bend County.

As a company, First Transit's history, shared with Fort Bend County since our partnership began in 2012, has been one of growth, innovation, and quality

service achievement. We are extremely proud of the progressive partnership we established with Fort Bend County and the accomplishments we have seen together for the benefit of the Fort Bend Public Transportation ridership and the Fort Bend community.

Together, our vision has always been focused on providing top quality service that keeps the needs of the Fort Bend community at the heart of everything we do. When we create an atmosphere that provides each individual, whether customer, employee or the general public, the respect and dignity they deserve, we achieve this vision.

Fort Bend Public Transportation is a model operation for First Transit – achieving outstanding accomplishments in maintenance, emergency response and community involvement that serves as an example of success to other First Transit locations. Our partnership has adapted and grown with the changing needs of our ridership, the transportation system and the community. Together, we will continue to achieve our shared goals for the system's success.

As a successful provider of these services, we have unique insight into the passengers' preferences, the County's expectations and goals, a familiarity with the geographic location and potential service challenges. Our First Transit management team, whom have proven themselves to Fort Bend County and the Fort Bend Public Transportation passengers, brings a depth of experience and understanding of these services that none of our competitors can touch.

We understand that innovative concepts and technology tools to enhance system efficiency, customer service and safety are clearly important to Fort Bend County. First Transit will work with you to ensure Fort Bend Public Transportation remains on the cutting edge of transit technology. We are committed to ensuring the current technology tools are optimized by First Transit through our expertise, ongoing analysis and training. We offer to Fort Bend County the expertise of our Operations Support Team to provide biannual health checks of the Trapeze system, resulting in to recommendations to ensure capabilities of the system are optimized. We

have also proposed innovative technology tools that will improve our service delivery, including upgrading to DriveCam SV2 technology, which includes real-time alerts of potential safety issues and continuous recording capability.

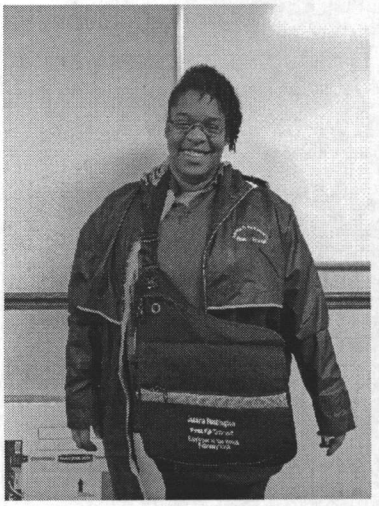
First Transit is poised to continue our outstanding partnership with you as we look to the future of Fort Bend Public Transportation services. **We celebrate our past successes with Fort Bend County as we continue to plan for more success in the future.**

Our Accomplishments with Fort Bend Public Transportation

Nothing better demonstrates our understanding of Fort Bend Public Transportation, the community and your expectations than the many accomplishments we have seen as your transportation provider, just a few of which include:

- First Transit's maintenance shop for Fort Bend County is an ASE Blue Seal Certified shop, a marker of maintenance excellence, and LEAN certified at the Bronze Level, recognizing efficiency and effectiveness in fleet management – both accomplishments indicate that we are committed to upholding and achieving the quality maintenance Fort Bend County deserves and requires.
- Introduction of an in-house ASE training program, to train new technicians and provide ongoing training and skills assessments to current maintenance staff. This ensures that Fort Bend will always have highly skilled technicians repairing vehicles so that customer service expectations can always be achieved.
- The maintenance shop went paperless in June 2017. Instead of paper, technicians are now equipped with tablet computers, improving their access to important information and reducing the amount of time spent on paperwork.
- Providing a positive workplace for the First Transit employees through efforts such as:
    - Operator and employee appreciation events, including cookouts and catered meals
    - Recognizing drivers who receive compliments from passengers with Kudos Certificates and Gift Cards

- Providing sign on bonuses for new recruits at First Transit and Fort Bend County



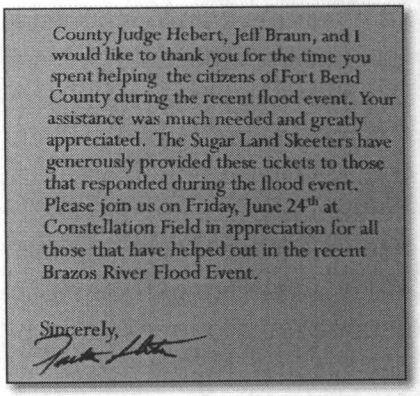
- Identifying talented staff and placing them in a position to grow with the company is an important part of our core values (Supportive of Each Other). We have developed team members and afforded them with growth opportunities. Examples include:
  - Dantoine Churchman, Promoted from Supervisor to Safety, Security & Training Manager
  - Jacaria Washington, Promoted from Operator to Training Supervisor
  - Latresha Greenwood, Promoted from Operator to Dispatcher
  - April Linden, Promoted from Operator to Dispatcher
  - La Tecia Byrd, Promoted from Service Worker to Dispatcher
- A core tenured workforce with 65 drivers who have more than 8 years of experience and five mechanics with more than ten years of experience, ensuring high levels of service for the County and our passengers.
- Dedication to the County of Fort Bend as evidenced by the ways in which we provide services outside the normal scope of our contract and participate in community events such as charity events, donation drives, etc. Some events we currently participate in include:
  - Arc of Fort Bend Best in the West Charity Auction
  - Fort Bend County Sheriffs Behind the Badge Annual Gala
  - International Youth Fellowship Gracias Christmas Cantata

BEHIND *the* BADGE
KEY ★ 2011
CHARITIES

The Arc
Fort Bend County

- Assisting the City of Victoria with the use of two 32-passenger First Transit Vehicles due to a fleet fire that destroyed Victoria's 30-bus fleet in December 2017. **First Transit delivered the vehicles within hours of the County's request for assistance**.

- Assisted the County during major disasters by providing supplemental service for backup and emergency events during the 2016 and 2017 Hurricane/Flood Season.
- Implemented the Employee Car Pool Program for employees looking to find other employees who live near each other to ride into work together, extending this program to our staff who find alternative routes into work, i.e. public transportation and bikes.



County Judge Hebert, Jeff Braun, and I would like to thank you for the time you spent helping the citizens of Fort Bend County during the recent flood event. Your assistance was much needed and greatly appreciated. The Sugar Land Skeeters have generously provided these tickets to those that responded during the flood event. Please join us on Friday, June 24th at Constellation Field in appreciation for all those that have helped out in the recent Brazos River Flood Event.

Sincerely,

Understanding Service Types

As the incumbent service provider, no one is more qualified to operate these services, and we will continue to leverage our unique understanding of each service segment to deliver the level of service that is expected by the County and our shared ridership, as described below.

COMMUTER SERVICE

The Commuter Service we operate in Fort Bend County is a commuter/fixed route bus service which operates on a set schedule to and from three parking locations with scheduled time points within the Texas Medical Center, Veterans Hospital, Galleria, and Greenway Plaza business districts. This service provides commuter trips for Oil and Gas, Energy, Medical Professionals, University students, and veterans. The service is open for general trip purposes. Park and Ride locations for the Commuter Service include:

- Fort Bend County Fairgrounds
  4310 State HWY 36 South
  Rosenberg, Texas 77471
- University of Houston Sugar Land
  14000 University Blvd
  Sugar Land, Texas 77479
- AMC Theater First Colony
  3301n Centre Blvd
  3302 Sugar Land, Texas 77479

RICHMOND / ROSENBERG POINT DEVIATION SERVICE

The point deviation service is fixed route service that provides the community access to health care centers, post offices, grocery stores, and government buildings. These routes also have pre-scheduled trips that deviate short distances (3/4 mile) from the fixed route to perform Demand Response Service.

DEMAND RESPONSE SERVICE

This is a shared ride bus service that requires advance scheduling of trips. Buses serve passengers each day at the locations and times requested by passengers. Demand Response Services the general public, ADA passengers, and subscription passengers. Several types of demand response service are described below.

Demand Response / Paratransit

Demand Response service includes transporting ADA passengers. We adhere to Department of Transportation (DOT) Americans with Disabilities Act (ADA) requirements. Operators and/or bus attendants, implement the use of ramps, lifts, and securement systems for safe travel. Operators provide door-to-door and hand-to-hand assistance when requested. Our Operators ensure passengers with a disability are provided with vehicle accessibility and all the safety features provided.

We provide curb-to-curb services, vehicles pickup and drop off curbside. Operators use a curbside location that provides a safe environment for loading and unloading, following all First Transit and Fort Bend County safety guidelines.

Demand Response / Subscription Service

Subscription service is offered to passengers who require trips to the same location on a regular schedule (school, work, medical appointments). This allows the passengers to schedule appointment drop off trip without having to request in reservations each time the trip is needed. A Subscription trip is a trip that is at the same time, same place, same day(s) on a continuing schedule. The ADA Act limits subscription rides to no more than 50% of the trips available in any given service hour, subscription trips within the service are based on this limit.

GUARANTEED RIDE HOME

Guaranteed Ride Home is a service for to Commuter Passengers that provides a way back to their vehicle in the event of an emergency during midday non-service hours. Passengers must be registered before to requesting service. The Guaranteed Ride Home service can be used up to three times per calendar year per passenger.

In the event of an emergency which requires transportation, passengers call in and a car or bus is dispatched to pick up the passenger and return them to their vehicle at a commuter park and ride location. This service allows flexibility, and comfort to passengers in case of an emergency.

CHARTER SERVICE

First Transit provides Charter Service to County residents and public officials on a request approved basis. If approved by the County, Charter Service request is escalated to First Transit, and we schedule necessary drivers and vehicles to complete any requests. First Transit will continue to provide these requested services within the new contract.

EMERGENCY SERVICE

During emergency events (weather, fires, police actions, special events) the First Transit location personnel provides operators, dispatchers, supervisors, and managers to support the needs of the county's citizens. This includes transporting citizens to and from evacuation points, shelters, and medical facilities. We also provide staff on call and/or on location during any event that required activation.

General Manager Yevette McNeese will take the lead on our emergency efforts. Yevette has received multiple FEMA certifications including Fundamentals of Emergency Management and Emergency Support Function (ESF) Transportation

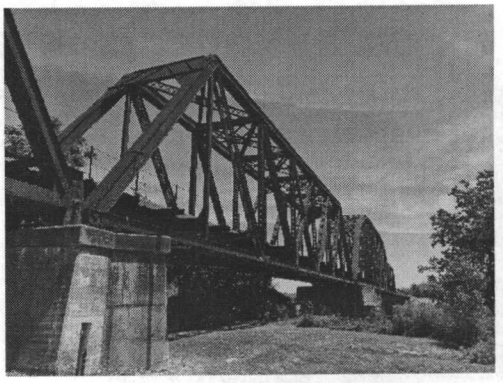
and has proven to be instrumental in implementing our emergency response plans within the operation.

First Transit has established an Emergency Action Team of 25 dedicated drivers, supervisors, mechanics, and managers who have agreed to move vehicles to an alternate location from the facility, should that become necessary. In addition to the contact information for these employees, each employee has a dedicated Mobile Nextel phone number to call in to report, confirm, and provide status to Dispatchers and to the GM. First Transit personnel including dispatchers, supervisors and managers will report to the alternate location to resume emergency bus operations from a temporary location or vehicle(s) equipped with radios, cell phones, and laptops. Should Fort Bend County and First Transit determine it to be necessary, all revenue vehicles may be moved to the Fort Bend County Fairgrounds on Highway 36.

Planning is key to providing effective emergency service. Our Severe Weather Emergency Action Plan for Fort Bend County has been included as an Attachment. In addition, we also welcome the opportunity, should the County be willing, to discuss emergency preparedness, as well as any other topics of importance to the County at our twice-yearly Transportation Leaders Meetings.

We are committed to providing resources as needed to ensure the safety of passenger and employees and assist the County and other agencies in any way possible. Fort Bend County is not just our client – it is Home for most of our employees. We are committed to going over and above to do whatever we can to assist the County and its citizens in times of emergency.

LOOKING FORWARD TOGETHER



As your partner for the last six years, First Transit is proud of the service we have collaboratively provided for the Fort Bend Community. As a true partner with the County, we understand this service, your goals and plans and are ready to grow with you in all aspects of our service delivery.

We understand that the county is considering the implementation of new services, to include providing commuter and demand response service to expanded areas and potentially additional park and ride

locations. Rest assured that we will fully implement these changes and expansions seamlessly in collaboration with the County. Should the County want to look more closely at expanding service to the weekends to better meet the needs of the community, First Transit will be right there with you to assist in assessing anticipated ridership and need, as well as making service/route suggestions.

We look forward to moving to the County's new facility, expected in 2019, and will work with you to ensure the transition is a seamless one for passengers, employees and the County.

As your partner, we understand that it is our responsibility to not only provide excellent service to passengers of Fort Bend Public Transit, but also provide value to the County. As we look forward together, we are committed to continuous improvement in our service delivery to our customers, and to you, our client

THROUGHOUT THIS SECTION:

The Solution Driven by Experience

Leveraging our experience and first-hand understanding of the operation, throughout the remainder of this section, First Transit will detail our approach for continuing to provide Fort Bend County public transportation services:

- ***The Right People** – First Transit understands that people are our most important asset. As the incumbent provider, we are confident we have the right team in place to continue providing safe, customer-focused services for Fort Bend County Public Transportation under the leadership of General Manager Yevette McNeese*
- ***Service Excellence in Daily Operations** – Our Operations Plan will continue to be built around exceeding your expectations in every aspect of our service delivery with targeted plans to exceed all KPIS discussed by the County*
- ***First Transit's Safety Culture** – First Transit brings a proactive approach to safety with the addition of DriveCam SV2 and its enhanced capabilities for real-time alerts and continuous recording, as well as our BeSafe Safety Leadership Program focused on reinforcement of safe behaviors*

- ***First Transit's Comprehensive Maintenance Plan*** - *First Transit's exemplary maintenance program for Fort Bend will remain focused on protecting the County's investment in the fleet and providing safe, reliable service*
- ***Implementation Plan*** – *As the incumbent provider, only First Transit can provide a truly seamless transition to a new contract for these important transportation services for the passengers, employees, and the County*
- ***Meeting the County's Facility Needs*** – *First Transit's current maintenance shop is ideal for these services, located only steps away from the County's operations location, a lease in place through February 2019 with the ability to extend as long as needed*
- ***Proposed Fleet*** - *In addition to the vehicles provided by the County, First Transit proposes to provide additional vehicles that are the right fit for the unique services provided.*

The Right People Deliver the Right Results

At First Transit, we understand that our greatest resource is our people. We have assembled a local management team that will ensure the Fort Bend County Public Transportation operations preform to the level that is expected of the County. In addition to our local management team, we believe that **all personnel within this operation are key to the success of Fort Bend Public Transportation Services**. In addition to management roles, our local operators, supervisors, technicians, and dispatchers provide essential functions within our operation, working towards our overall shared goals of success. All local personnel and managers will continue to be supported by our region and corporate staff, providing an additional level of support and expertise to our day-to-day operations.

Local Management Team

The key to any successful operation is an experienced, motivated, and high-performing management team. Our successful, proven leadership team for Fort Bend County brings long-term knowledge of the area, your expectations and the proven ability to successfully lead this operation. First Transit is excited to propose our current Fort Bend County management remain in their positions within the new contract, continuing to provide motivating leadership to the Fort Bend Team, leveraging their knowledge of Fort Bend County Public Transportation and their extensive experience in transit management. Resumes for all key management staff have been included within Tab 2 of this proposal as required by the RFP.

YEVETTE MCNEESE, GENERAL MANAGER

First Transit is very proud to propose that Yevette McNeese continue in her position as General Manager. An inspirational leader and effective manager, Yevette has led our Fort Bend County operations for the 6 years. She has been in transportation for over 20 years, serving as in management capacities throughout shuttle, fixed route and paratransit operations. Yevette has extensive experience in leading large operations, and a specific experience of safety and emergency management. Yevette has received multiple FEMA certifications including Fundamentals of Emergency Management and Emergency Support Function (ESF) Transportation. She has proven instrumental in our emergency response functions within the operation, and is instrumental in leading our local operations.

Daily Focus on Safety

"My goal is every passenger, every operator, everybody, gets home safely, to their family every day!"

- **Yevette McNeese, General Manager**

Yevette is dedicated solely to Fort Bend County, performing all on-site management duties on your behalf, and with complete decision-making authority of the operation of transit services. Her focus is to this project and will not be assigned partial responsibility for any other transportation operation while serving in the capacity of General Manager.

Along with her resume, we're included a commitment letter from Yevette in Tab 2. This letter confirms her commitment to Fort Bend County, First Transit, the passengers and to the continued success of public transportation in the County.

Responsibilities

- Primary Contact – Yevette will continue to serve as the primary contact for Fort Bend County – she will meet with Fort Bend County at least once per week on all matters of responsibilities/requirements. She will maintain positive working relationships with Fort Bend County staff to maximize operational support, credibility, and responsiveness.
- Performance Management of Personnel – Yevette will still handle contract compliance, the performance of the managers, operators, dispatchers, reservationists, maintenance workers, drivers and all other personnel who serve Fort Bend County through daily communication and interaction.
- Employee Relations – She will remain focused on talent recruiting, hiring, employee retention, motivation, labor relations, and work force planning and allocation.
- Operational Oversight – Yevette's responsibilities will include organizing and conducting successful operations, supporting corporate policies and procedures, reporting on expenses and revenues, managing all assets, checking service, and performance goals to assure safe, cost-effective, on-time operating performance. She will implement and enforce contract requirements and continuously evaluate the effectiveness of contract provisions. Yevette will correspond directly with Fort Bend County staff on compliance and operational issues.
- Operational Data – Yevette will review operational data for accuracy and completeness, compare operational data with Fort Bend County service feedback, and direct operational changes to improve performance and enhance the customer experience. She will ensure the accuracy of data through direct examination of records, and cross-comparison with other reporting and analytical mechanisms as needed. She will have the ongoing support from Regional Operations Director, Mike Honer, to supply

all operational data to Fort Bend County for complete operating transparency.

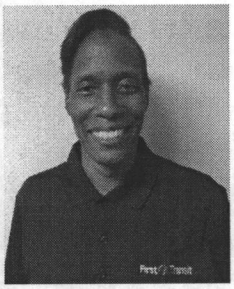
- Safety and Security – She will continue to handle the safety and security of passengers, employees, fleet, and facilities by assuring that standards for safety, customer service, and professionalism are maintained throughout the location. This includes proper fleet and facility maintenance and repair. Yevette will coordinate emergency procedures, and ensure that personnel are properly notified regarding matters having a potentially adverse impact on operations.
- Regulatory Compliance – She will uphold all governmental regulations, and compliance with Local, Regional, State, and Federal established standards and procedures.
- Community Relations – With help from Region Director of Operations, Mike Honer, and First Transit's Senior Vice President, John Mathews, the General Manager, Yevette, will continue to keep a positive community presence and handle all community outreach activities. She stands ready to respond to any issues related to service delivery, and be available and responsive to Fort Bend County for attendance at meetings with the public, advisory groups, customer committees, or other meetings as required.
- Respond on a 24-hour basis to Fort Bend County regarding incidents involving fatalities, incidents which would result in serious consequences for Fort Bend County, extreme weather-related emergencies, and civil disturbances or demonstrations.

Led by Yevette, First Transit's management team handles promoting and supporting effective communications throughout the local staff.

- Lines of authority are defined
- Proper resources will be distributed to maintain a high level of employee performance
- Employee expectations will be set up and agreed upon
- Conduct performance reviews to measure employees' progress toward goals
- Have open channels of communication throughout the organization

Yevette will continue to have designated managers in operations, maintenance, driver development and safety, passenger service/community engagement, sustainable environmental services, accounting, and human resources.

OLIVIA JONES, ASSISTANT GENERAL MANAGER



First Transit is pleased to propose that Olivia Jones assume the role of Assistant General Manager. She is currently the Finance Manager within the operation, we are excited for her to leverage her over 20 years of transit experience within the Assistant General Manager role. Working in roles of Dispatcher, Supervisor, Manager of Yard Operations, and VP Human Resources, Olivia has a thorough understanding of all aspects of transit operations. She has been with our Fort Bend County operation since 2017, and has developed an acute knowledge of the service area, customers, and expectations of the County.

Olivia will handle all transportation activities, including oversight of dispatching vehicles on schedule, driver operation, supervision while in service, and the accuracy of data collection and reporting. In support of the general manager she will monitor and evaluate all activities to promote successful operation and full compliance with Fort Bend County requirements.

Responsibilities

- Management Support – Olivia will remain accountable to our general manager for the quality of service delivery, and will support Yevette with daily operational activities. She will develop labor requirements for dispatchers, operators, and supervisor personnel. Olivia will directly oversee operations department managers, and will assume the responsibilities of the general manager during Yevette's absence. In her role as AGM, Olivia will train and mentor future successors for backfill of positions.
- Employee Relations – Olivia will carry on the duty of coordinating personnel hiring, recruitment, and training with the Safety, Security & Training Manager, ensuring subordinate staff are well trained and successful at their jobs. She will develop and maintain positive employee and labor relations.
- Operational Oversight – Olivia will ensure performance indicators meet or exceed customer and Fort Bend County expectations by checking and evaluating operations activities including; on time performance, missed runs, revenue/cost data, total work hours, total pay hours, customer compliant data, accident data, road call data, other operations related

functions. She will ensure division goals and objectives are met or exceeded, all company policies and procedures are in place and being followed, and that the company vision, values and culture are understood, communicated and promoted throughout operations. She will ensure liquidated damages are kept to a minimum and any failures are corrected.

- Financial Responsibility – Olivia will continue to have a hand in the fiscal management of the service, including management of the annual budget.
- Safety and Security -- She will coordinate with administrative staff for verification the administration of our drug and alcohol testing program, and training/personnel file administration. She will direct operational oversight to deliver safe, reliable operations for Fort Bend County with our supervisors, dispatch and operating personnel to deliver passenger satisfaction.

SAMANTHA HOELSCHER, OPERATIONS MANAGER

First Transit is also excited to propose that Samantha Hoelscher continue in her position as Operations Manager for our Fort Bend County Operation. With the newly created AGM position, Samantha will work directly with AGM Olivia Jones to ensure operations efficiency and performance. Serving in her position as Operations Manager since 2017, Samantha has an in-depth understanding of the Fort Bend County Public Transportation system, operation and customers. Previous to her role within Fort Bend County, Samantha has served in roles of safety, supervision and accounting within transit operations.

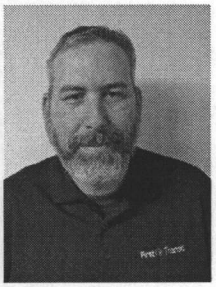
Although not a required position per the RFP, we believe an Operations Manager is vital to ensure successful daily operations, and that Samantha's experience brings value to the Fort Bend operation.

Samantha will continue to provide day to day oversight of operators, supervisors and dispatchers within our operation. With a specific focus on increasing operational efficiency and working to exceed the expectations of Fort Bend County, Samantha has proven to be an effective manager within the Fort Bend operation.

Responsibilities

- Daily Oversight – Samantha will continue to be responsible for the day to day oversight of all drivers, dispatchers and supervisor personnel. Working directly with these personnel, Samantha will ensure all First Transit and Fort Bend County expectations are continually met.
- Employee Relations – Samantha will continue to serve as a motivating leader to the personnel who report to her. She interacts daily with our staff and provides oversight and coaching throughout daily activity.
- Safety – As the direct manager to in field personnel, Samantha will coordinate with supervisors to ensure safe practices are employed throughout the service area. Additionally, she will coordinate with Safety department personnel to review and address safety concerns identified throughout the operation.

KENNETH KERBAUGH, MAINTENANCE MANAGER



First Transit is also very pleased to propose that Kenneth Kerbaugh continue as Maintenance Manager for Fort Bend County Public Transportation services. He has over 20 years of maintenance experience and is triple-ASE Master Certified, a rare accomplishment in the transportation maintenance industry. Kenneth's depth of understanding of the various fleets in service at Fort Bend County is unique and it benefits the County in many ways and would be impossible to replace.

He began his transit maintenance career at New Jersey Transit, serving as Senior Maintenance Instructor. Throughout his roles in transit maintenance, Kenneth has overseen all aspects of the maintenance process.

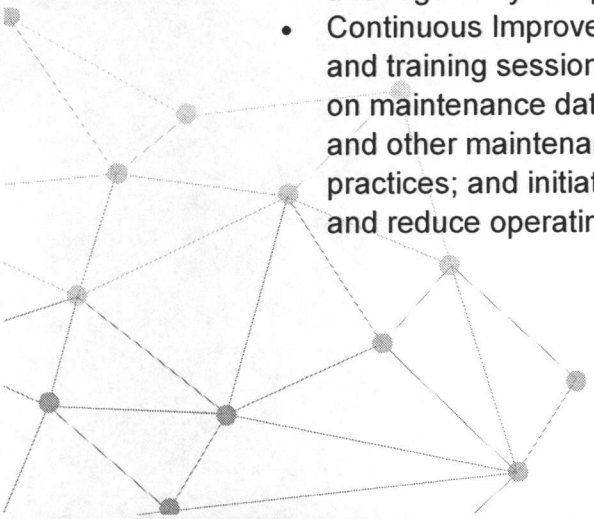
Kenneth has ensured exceptional maintenance for Fort Bend County, extending the life of the fleet. In addition to being triple-Master certified, Ken is a certified ASE instructor and has helped develop ASE Training Programs. He was instrumental in obtaining ASE Blue Seal Certification for the Fort Bend County shop in 2017.

Kenneth will continue to provide direct maintenance management oversight for Fort Bend County. He will continue to handle all fleet maintenance, repair, and cleaning activities, along with personnel management, safety, and security

oversight, Fort Bend County asset control, parts inventory, and implementation of suggestions for continuous process improvements.

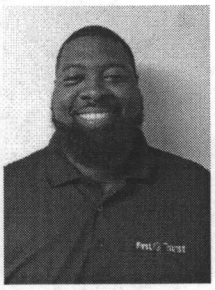
RESPONSIBILITIES

- Employee Relations – He will still be directly involved in the recruitment, hiring, training, evaluation, and supervision of all maintenance personnel; and support an adequate workforce to ensure that the department runs effectively and efficiently. Additional duties include approving salary increases or decreases, coordinating employee training to include planning and directing of duties, employee development and discipline, employee complaints or grievances, and performance reviews. Required to make personnel-related recommendations (some actions may require further approval).
- Operational Oversight – He will schedule and distribute all fleet and facility maintenance resources including preventive maintenance, repairs, troubleshooting, and cleaning programs; develop periodic or seasonal maintenance campaigns as needed; maintain parts and fluids inventory; coordinate maintenance subcontracts; he will continue to review repair orders and maintain accurate maintenance records. Communicate availability of vehicles for service with dispatch and other operations personnel. Ensures compliance on a day-to-day basis with Federal, State, and Fort Bend County requirements. Ensures a safe environment exists and that all maintenance and related activities are in conformance with policies and regulatory requirements.
- Safety and Security – He ensures compliance with Fort Bend County and First Transit Preventive Maintenance (PM) Programs and safety inspection schedules; manage shop safety programs; perform safety inspections; oversee the security of vehicles, tools, equipment, buildings, fuel, parts, fares, and all other system assets; and coordinate with law enforcement, fire, and other safety-related agencies to ensure security and regulatory compliance
- Continuous Improvement – He will continue to attend or arrange seminars and training sessions, as needed; suggest process improvements based on maintenance data; work with bus manufacturers, equipment suppliers and other maintenance professionals to understand industry best practices; and initiate and implement projects which will improve efficiency and reduce operating costs to manage an effective bus maintenance



shop. Ensure that technicians are trained on current operating procedures, are properly equipped, and motivated so that the maintenance program can be accomplished in a safe, timely and cost-effective manner

DANTOINE CHURCHMAN, SAFETY, SECURITY & TRAINING MANAGER



First Transit is pleased to propose Dantoine Churchman to continue as Safety, Security & Training Manager for Fort Bend County operations. Serving as Safety, Security & Training Manager within our Fort Bend County operation since August of 2017, Dantoine has over 14 years' experience within the transit industry. Serving primarily in roles directly overseeing safety, Dantoine has previously served as a Safety and Training Supervisor and Behind-the-Wheel Trainer.

Dantoine will continue to oversee all aspects of operator training. He will also continue to conduct regularly scheduled safety meetings with maintenance and operations personnel, and fleet operators.

RESPONSIBILITIES

- Employee Relations – Dantoine will continue to be the expert in safety/training compliance and regulations. He will supervise recruiting efforts; conduct reference checks and DMV verification for prospective employees; process new hires; oversee physicals and drug/alcohol testing; and monitor credentials and licenses.
- Safety and Security – He will develop and implement a Safety Action Plan; chair the Safety Solutions Team; conduct monthly safety meetings; conduct observed and unobserved ride checks; review accidents and incidents with operators; and assign refresher training or recommend disciplinary action. He will gather information, investigate, and report on safety, accident, and Worker's Compensation issues. Ensures all safety manuals, programs, policies, and practices are current and meet the needs of the operating divisions. Ensures that safety technology tools are used and those results are examined, trend data is analyzed, and plans are developed to reduce and then prevent future safety incidents. Oversees safety incentives and programs are managed effectively and consistently. Oversees security incentives and programs related to fares,

equipment, facility, and employee security. Proactively manages all employee injury claims to minimize lost time and light - duty claims. Oversees successful completion of all related audits including those conducted by Fort Bend County and by Federal and State regulatory agencies. Complete daily paperwork on schedule adherence checks, uniform inspections, daily supervisor reports, and accident and incident reports

- Customer Service – He will continue to ensure that Fort Bend County services are operated in a safe, reliable, and prompt manner, and will conduct semi-annual location audits to sustain performance standards.

Region and Corporate Support

First Transit provides consistent, expert support and leadership by our extensive region and corporate staff. Our Fort Bend County contract has also seen resources on site throughout our contract, from operations, recruiting, finance, IT, safety, training, and numerous other support functions. These individuals not only have decades of experience in transportation, they are well-respected industry leaders. They are already involved with the Fort Bend County Public Transportation operation and are familiar with your expectations for safe, customer-focused and efficient transportation services.

First Transit's corporate support team for Fort Bend County, led by Senior Vice President John Mathews and Director of Operations Mike Honer, provides direct operational oversight. In addition, all specific functions of the operations including safety, maintenance, and finance will be supported by regional experts. This layer of additional support allows our local management team to focus on the day-to-day tasks of overseeing transportation operations. Much of our region and corporate team provides knowledgeable and experienced support with important background projects, such as our corporate payroll and benefits team, tax and compliance support, engineering, claims management, property management, HIPPAA compliance, and many others.

BI-ANNUAL FORT BEND COUNTY & FIRST TRANSIT TRANSPORTATION LEADERS MEETINGS

At least twice a year, First Transit would like to bring together our corporate and region experts in various functions, including Safety, HR, Technology, Customer Service, Maintenance, etc. with representatives from Fort Bend County to

discuss current trends and best practices in the transportation industry and brainstorm solutions to transit challenges. We recognize that these leaders are regular visitors to Fort Bend, but providing a more formal, proactive review would be beneficial. Sample topics could include emergency preparedness, maintenance innovations, new technology tools, approaches to enhance system efficiency, changes to state and federal regulations regarding transportation, etc.

Innovative ideas often come from proactive collaboration and discussion amongst industry leaders and we believe these meetings can facilitate improvements to the County's important transportation service and the public transit industry as a whole. This proactive, forward-thinking approach will be beneficial to both Fort Bend and First Transit and will provide a powerful springboard for industry leaders to collaborate and continue looking forward.

REGION SUPPORT FUNCTIONS

Our region and corporate support team provides higher-level support to our operations through implementing best practices across their functional areas. SVP John Mathews oversees the initiatives and directives of the region teams. The region support team provides the following areas of support:

Functional Area	Corporate Support for the Local Management Team
Safety	• Ensure Fort Bend Safety Targets are being met • Targets performance trends and sets new training requirements • Implement best FT safety practices including BeSafe program • Recommend Safety Policy and Training changes
Human Resources	• Design regular location recruitment strategies • Developing workforce planning models and metrics • Guide employee relations, diversity and career development for management staff
Finance	• Supports Budgeting Process with location • Training on expense and cost control • Analysis of location performance to contract
Labor Relations	• Developing, recommending, and directing a positive, pro-active corporate labor policy

	• Representing First Transit labor relations matters, arbitrations, National Labor Relations Board cases, and collective bargaining
Legal	• Ensuring policies and procedures comply with local, state, and federal requirements and guidelines • Overseeing contract matters, labor and employment, OSHA compliance, FTA regulatory compliance, risk management and public procurement
Technology	• Our operations support team will offer to provide twice yearly health checks of the Trapeze system, developing recommendations for system enhancements and training opportunities to ensure the system is optimized • Proactive monitoring of existing system assets to resolve issues before they arise • Network and Help Desk Support providing 24-hour troubleshooting to keep location running

REGION CUSTOMER SUPPORT STAFF

John Mathews, Senior Vice President, Central Region & National Call Center Operations

John has 25 years of experience in the transportation industry, serving in various management positions. He has a Bachelor's Degree in Communications from the University of St. Thomas, St. Paul, MN. As the Senior Vice President, his responsibilities include complete oversight of location and regional operations for the central division. He works closely with his team to ensure compliance of all regulations from locations. John also oversees overseeing the call center operations and works closely with his leadership team to ensure customer satisfaction.

Mike Honer, Director of Operations

As Director of Operations, Mike will be responsible for project operational oversight, planning, and administration. With 18 years of successful management experience in both paratransit and fixed route operations, Mike's oversight will prove invaluable to Fort Bend County. He is also responsible for budget preparation and individual project staffing levels. Mike works closely with our General Managers to monitor and evaluate the efficiency of our staff, our communications, and the level of morale within operational areas. He also serves as a customer liaison and helps build and foster community relationships.

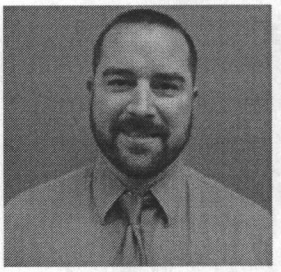
Maureen Jacobson, Vice President of Finance

As Vice President of Finance, Maureen provides management reporting and analyses of all financial and operating data for our Central and Western Region locations. Maureen is responsible for all financial reporting and analysis, operational and financial controls, forecasting and budgeting, process efficiencies and overall financial oversight on day to day operations for both the region and location levels. She has over 25 years of finance experience in the transit industry and earned her degree in Accounting and Finance at San Diego State University.

Paul Meredith, Senior Director of Safety

Paul has over 25 years of transportation management experience in the area of regulatory compliance, training and program development. He has also managed compliance operations dealing with state and federal regulations, including OSHA, EPA, and drug and alcohol testing programs. Paul's primary responsibility is the management and coordination of safety compliance for First Transit. He leads a team of Regional Safety Managers to ensure compliance with Federal, State and Local regulations as well as upholding First Transit's standards. In addition, he coordinates the development of training programs and curriculum for our operating locations.

Casey Hitchcock, Region Safety Manager



With over 11 years in the transit industry, First Transit is pleased to include Casey Hitchcock as the Region Safety Manager. Beginning as a driver for shuttle services, Casey has succeeded at progressive levels of management, safety oversight, and driver instruction. Casey has monitored the safety performance of numerous operations to improve employee education and First Transit, Inc. adherence to the safety policies, employee discipline, and federal regulatory compliances. Casey is a Certified Occupational Safety Manager (COSM), Smith System, and TSI certified instructor in both classroom and behind-the-wheel instruction, certifies new trainers, and develops training techniques for district locations. He is very influential in the safety of contracts he oversees, educating and motivating First Transit's employees to provide safer service to our customers, and go above and beyond all federal and state compliance guidelines. Casey works with region operations personnel, location General Managers and Safety Managers in formulating strategies for the reduction of accidents and employee injuries. Casey is also available to perform any and all location safety manager duties, as needed.

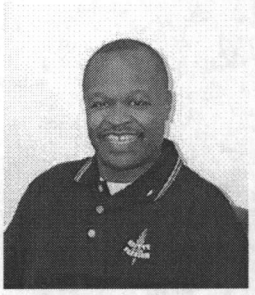
Tom Greaves, Regional Director of Maintenance

Tom is responsible for the area oversight of fleet maintenance departments throughout First Transit's Central Region. He works closely with each maintenance department to develop and maintain strict policies concerning the safe vehicle operations. Tom is responsible for ensuring that all personnel are properly trained and understand Fort Bend County's and First Transit's high standards for maintenance and vehicle cleaning. He performs regular audits to ensure compliance with environmental laws and to review our preventive maintenance compliance, documentation and reporting. Tom assists Division Managers with maintenance issues, cost analyses, and RFP analyses. He also serves as a liaison with all Operations Departments to establish safe, reliable operating fleets and reserve vehicles.

David Chambers, Regional Maintenance Manager

Located at our Minneapolis office, Dave has been in the maintenance arena of the transportation industry for more than 35 years. In 2008, Dave was promoted to a regional maintenance oversight position for the Central Region. Dave works closely with the Minneapolis maintenance departments to make sure all maintenance-related issues are addressed. Prior to his current position, he was the Maintenance Manager for First Transit's Met Council paratransit operations (Metro Mobility) in Roseville for ten years, managing all aspects of vehicle maintenance for 160 paratransit vehicles while also supervising a staff of 13 employees. Mr. Chambers' primary responsibilities were to supervise all reporting, budgeting, scheduling, and proper completion of maintenance work. Dave managed all daily maintenance activities, making certain that all maintenance work areas were properly equipped and, most importantly, safe.

Danny Guerdon, Regional Human Resources Manager



Danny has been in the transportation industry since 1991. Danny subsequently joined First Transit as a result of the Laidlaw acquisition. He has a Master's in Business Administration from Loyola University in Chicago, Illinois. Danny is currently the Region Human Resources Manager responsible for supporting the company's southern states and his responsibilities include employee training, labor relations, employee relations and staff training and development. He is directly involved with the training and development of local management and works with each location to focus on their specific employee retention and recruiting needs. Danny makes periodic visits to the Fort Bend County operation to evaluate local teams and help them work through any issues related to procedural or legal compliance.

Operations Support

The Operations Support Team (Ops Support) are professionals with experience in both operations and technology. Ops Support is uniquely able to supplement region and location personnel efforts and garner central resources. The mission

of Ops Support is to provide each of our client operations with predictive performance, dynamic management tools, and system efficiency.

We're here to help…

Operational assessments can help identify areas to incorporate best practices to improve key aspects of service delivery

Ops Support fulfills this mission by:

- Taking a technology inventory to better understand the County's current technology landscape
- Conducting meetings to ensure First Transit understands the County's long-term strategy and expectations for First Transit
- Creating custom technology plans to help Fort Bend achieve strategic objectives, including offering to provide twice yearly health checks of the Trapeze system to ensure capabilities of the software are maximized
- Project management development, implementation, configuration, and training efforts for the County

With experience in both Operations and IT, Ops Support experts understand that technology brings the most value when it is used correctly. Ops Support ensures the products selected are the right fit for Fort Bend County and will ensure that all staff have the training to use the technology to its fullest potential.

Ops Support Services include:

- Operations assessment
- Technology advising
- Implementation and configuration
- Training

Benefits for Fort Bend County include:

- Customized technology plans that incrementally improve availability to data as well as rider experience
- Technology pulse check meetings to ensure First Transit is providing and utilizing technology in-line with Fort Bend's vision and expectation, including analysis of Trapeze parameters and our use of the system
- Experts available to help Fort Bend in creating and delivery on technology strategy

- Technology advocates ready to offer unbiased feedback on technology solutions available in the market

On-Site Personnel

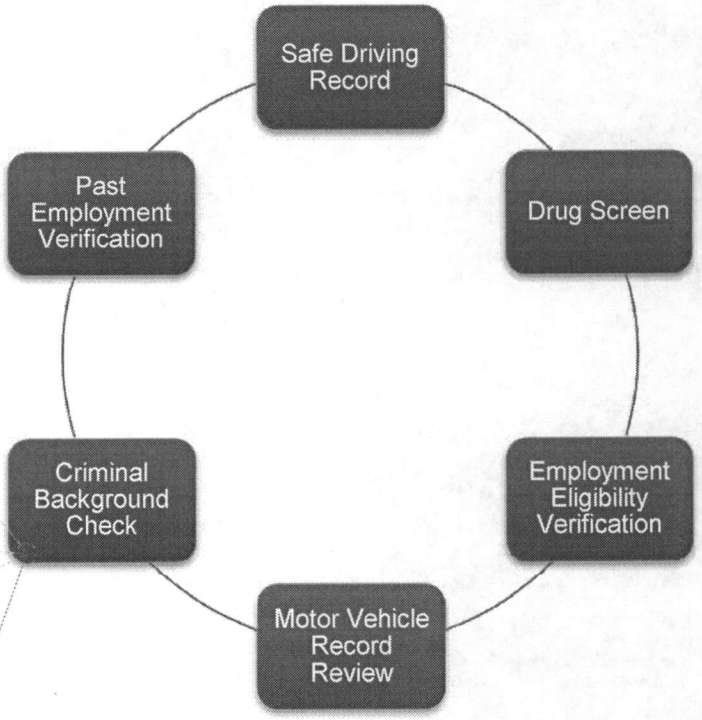
While our Fort Bend County operation will be guided by the leadership of our local and region management teams, it is our on-site personnel, members of the Fort Bend community, who will provide the day-to-day customer interactions by which our shared customers evaluate the quality of service.

Below we have developed a comprehensive staffing plan for the Fort Bend County operation, based on our current experience with the service, the requirements of this service contained within the RFP, and our expectations for improving overall quality of service. Every member of First Transit's team will be dedicated to safe, efficient and successful operations of Fort Bend County Public Transportation. Integral to our shared success is the recruitment of the most qualified individuals, adequate training of all personnel and the investment in our people through opportunities for growth, performance incentives and a robust benefits package. Detail on our organizational structure, including organizational charts, is included in Tab 2, as required.

RECRUITING AND HIRING

At First Transit, we look at our company as more than just a provider of transit services. We're a community resource. Our passengers rely on us to safely transport them to school, work, and to the many other destinations that are part of their daily lives.

To be a part of the community, we must involve the community. That's why



we actively recruit employees from the same communities and neighborhoods we serve. We do this by sending our teams and recruiters out in the community to attend local career fairs and events, along with collaborating with local CDL and Tech schools to provide opportunities for new graduates.

We work with many national transit organizations to find effective ways and best practices to recruit drivers and technicians. We will work with local and state employment agencies, workforce development agencies, multi-cultural organizations, Veteran Affairs, and military outplacement programs to find dedicated, hard-working people who want to be valued members of the First Transit team.

Working for First Transit requires a sense of commitment, attention, and diligence that is not found in other companies. **That's because we're in the business of transporting people – individuals and families that trust us to provide a consistently safe experience every time they take a seat on one of our vehicles.** We insist that our employees understand our commitment to safety, reliability, and customer service. To ensure this happens, we require a safe driving record, past employment verification, a criminal background check, motor vehicle record review, employment eligibility verification, and a drug screen.

Our recruitment efforts to find high quality employees includes:

- The use of eArcu, an online recruiting tool to generate interest in applying for

RECRUIT MILITARY®

CONNECTING VETERANS TO CAREERS

First Transit has partnered with Recruit Military to support the employment of current active military and veterans. Recruit Military is a full-service military-to civilian recruitment firm that connects job seekers who have military backgrounds with employers. Their hiring services are free to men and women of all ranks/rates and all branches of the service who are transitioning from active duty to civilian life, veterans who already have civilian work experience, members of the National Guard and Reserves, and military spouses and other family members.

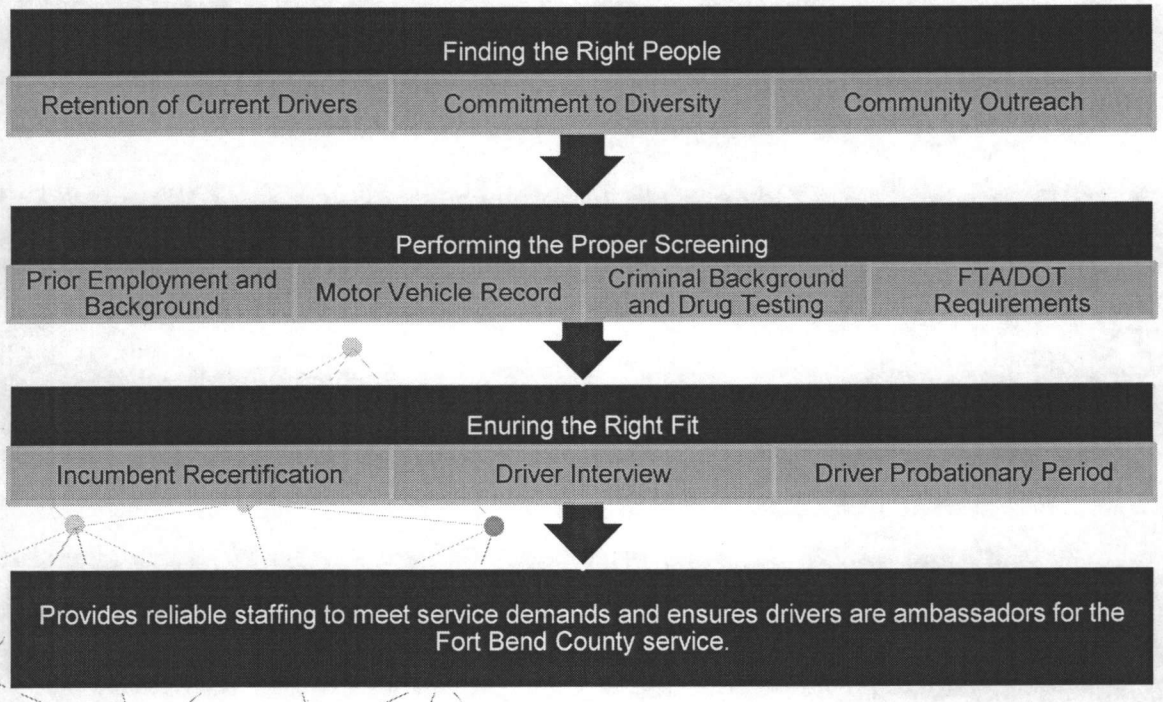
Through this partnership, First Transit attends multiple job hiring events, and has access to a database of over 700,000 current active military and veterans to provide new employment opportunities to this skilled workforce. Additionally, our field managers and recruitment teams have completed hours of training to expand our employment marketing,

work at First Transit and successfully track candidates throughout the hiring process

- Ongoing help and support from Regional Field Recruiters and a centralized Talent Acquisition team to ensure the candidate experience is positive, effective, and efficient
- Continuous efforts in analyzing wage surveys and local market trends to ensure we are offering competitive opportunities to qualified candidates
- Our own intranet (First Bulletin)
- Local publications including, but not limited to, the classifieds in the local paper, free-to-the-public papers, and community newspapers and bulletins
- On-site, local, and regional job fairs

Driver Selection Process

First Transit understands that our drivers do not only represent us; they represent Fort Bend County and your community. Because of the customer-facing nature of the job, proper selection of qualified drivers is vitally important to the success of the operation. We follow a stringent driver selection process to ensure we are providing Fort Bend County with drivers committed to safety, focused on the customer, and skilled in their operation.



Finding the Right People

Retention of Current Drivers

As the incumbent contractor, First Transit already has a workforce of trained and talented drivers operating the Fort Bend County service. We recently gave all operators a $1 increase in their wage to stay competitive in the labor market and improve retention.

Upon contract award, First Transit's management team will ensure drivers are made aware of any changes to current contract terms. Our management team will also perform a review of driver files to ensure training and licensure is up to date. First Transit's training program includes specific driver training for incumbent drivers, discussed in more detail later in this Tab.

Commitment to Diversity

It is in the best interest of our company, employees, and clients to attract, retain, and develop a diverse pool of talent that represents the communities we serve. An inclusive work place allows employees to reach their fullest potential, which greatly contributes to our overall productivity and profitability.

To this end, we make every effort to treat candidates and employees equally and fairly. All decisions concerning hiring and promotions are based solely on objective, job-related criteria.

Community Outreach

In the event of employee turnover or expansion of services, First Transit is prepared to solicit new, talented drivers to join our team. First Transit knows the value of employees who are familiar with the service area. We will work with local and state employment agencies, workforce development agencies, multi-cultural organizations, and Veteran Affairs and military outplacement programs to find dedicated, hard-working people who want to be valued members of the First Transit team.

Performing the Proper Screening

Our Driver Minimum Hiring Standards was established to inform candidates of the basic criteria used to evaluate their suitability for employment with our

organization. After reviewing this document, candidates may elect to continue the hiring process or remove themselves from consideration.

The following employment criteria are applied to all FirstGroup America candidates who are considered for positions requiring a commercial driver's license (CDL).

Pre-Employment Screening	
Prior Employment and Background	• Verification of the last ten years of employment and residency • Explanation for any gap in employment or residency exceeding 30 calendar days
Motor Vehicle Record	• A valid driver's license for the state in which the candidate resides • At least 21 years of age with a minimum of three years driving experience • No more than two moving violations within the past 36 months • No more than two accidents within the past 36 months (verified by corresponding violation or points associated with accident) • The ability to obtain a CDL, as required by the position
Criminal/Drug History	• Criminal convictions involving one of the following may potentially disqualify a candidate from employment opportunities with any FirstGroup America company: • Any crime against a child or vulnerable adult (i.e., disabled, elderly, or infirmed) • Kidnapping, abduction, murder, manslaughter, attempted murder, vehicular homicide • The possession, manufacture, cultivation, use, or distribution of illegal substances or associated paraphernalia • The unlawful use, possession, distribution, disposal, or alteration of a firearm or weapon • Any act of violence upon another individual • Theft or dishonesty • Any offense of a sexual or indecent nature, including the unlawful possession or downloading of publications and images • Driving Under the Influence (DUI) or Driving While Intoxicated (DWI) within 15 years

	• Must pass a pre-employment drug screen
FTA and DOT Requirements	• The ability to pass an FTA/DOT-mandated physical examination, or an approved state-specific physical for non-DOT driving positions • The willingness to comply with FTA/DOT substance abuse regulations and testing requirements outlined in CFR 665 and CFR part 40

Ensuring the Right Fit

Driver Interviews

Upon passing the initial screening, First Transit invites drivers to interview to ensure they are the right fit for the operation. The knowledge we have gained from hundreds of thousands of interviews has helped us develop a Driver Interview Guide. This guide helps us consistently screen and select individuals with the characteristics needed to become successful drivers. Specific interview sections include:

- Relevancy of experience
- Schedule suitability
- Response to stress
- Commitment to safety
- Compliance orientation
- Teamwork orientation
- Commitment to customer service

Probationary Periods

First Transit's drivers go through a 90-day probationary period to ensure they are operating vehicles to First Transit and Fort Bend County standards. During this probationary period, supervisors and management team members perform enhanced ride-alongs with drivers to ensure all procedures are being followed, the vehicle is operated in a safe manner, and no accidents or incidents occur.

The ride-alongs are used to determine whether a driver is ready for operation, needs more training, or is not fit for service. This driver probationary period is in addition to the probationary period in place for all employees to ensure attendance and performance are meeting the standards set forth by First Transit and Fort Bend County.

Driver Recertification

First Transit's drivers already working for Fort Bend County are annually evaluated to ensure they are meeting the standards of service. In addition to employee reviews, our operators annually receive a mandatory one-hour ride check/evaluation. One of our certified trainers rides with the driver and evaluates his/her skills. We assure Fort Bend County that current drivers transitioning into the new contract are evaluated annually and uphold the high standards we have set for your service.

COMPREHENSIVE TRAINING PROGRAMS

Driver Training Program

First Transit provides more than double the training hours than the minimum required by Fort Bend County's RFP for all new drivers. We do this because we believe that it is vital to ensure that drivers are fully prepared before ever getting behind the wheel of a revenue vehicle. The safety of our employees at the passengers depend on it.

All new First Transit drivers receive a **minimum of 87 hours of training** including training in Fort Bend County routes, vehicle maneuvering, passenger assistance techniques and customer service, regulatory issues, workplace violence, system security, blood borne pathogens, hazardous materials, and ADA requirements. Under the FTA MAP 21 guidelines, we have added a course in Distracted Driving and Fatigue Awareness for drivers.

Driver Training Program	Hours
Classroom Training	20.00
Behind the Wheel	24.00
Cadet-in-Revenue	40.00
Fort Bend County required training, including First Aid / CPR and MDT specific training	3.00
Total	**87.00**

The curriculum for our training program features:

- First Transit / TSI Classroom Training Manual
- First Transit specific DVDs
- Participant Guides
- Minimum Standards
- Skills Assessments
- First Transit Injury Prevention
- Facilitator Guides
- Behind the Wheel Manual
- Written Tests
- Proficiency Workbook

Not only are our on-site trainers and managers overseeing the training and progress, but our regional management staff also accesses this information for quality control and oversight purposes. Our instructors have access to our Safety Resource Center that includes all policies and procedures for employee training and management.

Classroom Training

The following minimum classroom instruction is provided:

Classroom Training	DVD / Video	Hours
First Transit - Introduction, Company Policy and Procedures	Welcome to FT	1.00
Bus Operations		0.50
TSI - First Transit Defensive Driving / Smith System Curbing Transit Employee Distracted Driving	Smith System Certified Trainer Critical Point Out of Harm's Way	5.00
NTI - Security Awareness	Warning Signs video & Tri-fold Pamphlet	1.00
The Operator Drug and Alcohol Awareness Program TSI - Fatigue Sleep Apnea Awareness Injury Prevention and Risk Assessment Back Safety FT - Basics of Safety	Basics of Safety Safe Work Methods DVD	4.00

Classroom Training	DVD / Video	Hours
Safe Work Methods		
Customer Service Mobility Device Securement	DVD - A.C.C.E.S.S. Matters QRT Safe and Secure Ten Commandments	5.00
TSI - Emergency Procedures	TSI - Emergency Procedures	1.00
FT - Map Reading / Use / Scheduling		1.00
FT - Communication Use & Operation		0.50
Hazard Communication	Global Harmonization Blood Borne	1.00
Total Hours of Classroom		**20.00**

Behind-the-Wheel Training

In-class instruction is only part of our comprehensive training program. To familiarize new drivers with actual on-road situations and hazards, all drivers complete First Transit Behind-the-Wheel Training. This involves closed-course instruction, controlled course instruction, and road work training.

- **Closed course instruction** trains drivers in complete vehicle maneuverability in a secure area. This training uses simulated obstacles and road situations that replicate the Fort Bend County service area.
- **Controlled course work** allows the driver to become more familiar with handling the vehicle in a controlled area. The course is designed specific to the service area, on two lane roads with minimal obstacles, and is less than 35 mph. Drivers learn the challenges of routes and service area characteristics, and develop skills to anticipate and manage actual driving situations.
- **Advanced road-work** training is conducted on a one-on-one basis with qualified trainers. No passengers are on-board during road-work training, while the new operator becomes familiar with service area routes. Drivers

are credited ONLY for the time they are actually operating the vehicle during road-work instruction.

Behind-the-Wheel training courses include the following modules:

Behind-the-Wheel (BTW)	Hours
Closed Course (Group Work)	
Vehicle Orientation – Pre-Trip Inspection; Seat Adjustment; Mirror Adjustment; Braking, Accelerating and Transmission; Wheelchair Securement	10.00
Reference Points – Lane Position; Right Side / Left Side; Backing Point; Forward Stop; Pivot Points; Turning Points	
Vehicle Control – Straight in Lane; Left Turn; Right Turn; Lane Changing - Moving Right or Left	
Controlled Course	
Smith System; Intersections; Service Stops; Backing	4.00
Advanced Road Work	
Smith System Commentary Driving; Roadways; Expressway / Highway Driving; Intersections; Service Stops	9.00
Final Evaluation	1.00
Cadet Training	40.00
Total Behind-the-Wheel Training	**64.00**

Driver Evaluation

The safety of our passengers is our number one priority — one that simply cannot be compromised. After completing behind-the-wheel training, drivers demonstrate that they have mastered required skills by successfully completing a thorough final evaluation before progressing to cadet training. We do not allow a new hire to operate a vehicle with revenue passengers until this phase of training is completed satisfactorily.

Each driver must pass the Final Evaluation to receive certification as a First Transit driver – a mandate over and above established State and USDOT requirements.

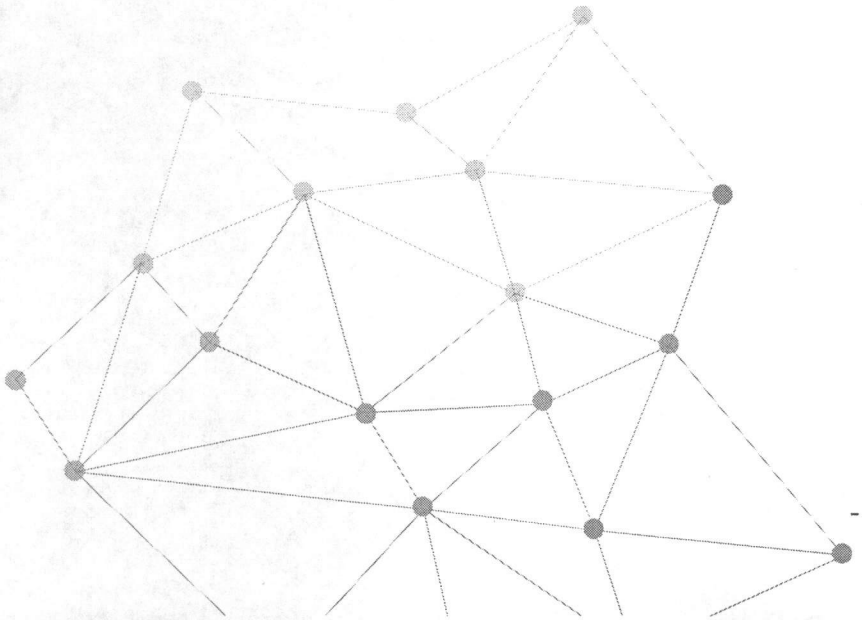
Cadet-in-Revenue Service Training

The final step in new-driver training – and the transition from instruction to real-world experience – is our Cadet-in-Revenue Service Training. Each new driver, or cadet, is coupled with a certified cadet trainer, who is typically a mentor or senior operator. This one-on-one evaluation includes in-service training hours on actual transit routes.

Cadets demonstrate their ability to drive safely, provide excellent customer service, and assist persons with disabilities and mobility devices. Cadet trainers conduct a final evaluation after the Cadet-in-Revenue modules are completed. Only cadets who successfully pass this final stage of training are qualified to be assigned manifests or routes.

Post-Training Evaluations

To monitor driver performance and ensure continued compliance with the training principles, all new operators undergo three (3) post-training evaluations. These evaluations are completed at 30 days, 60 days, and 90 days following successful completion of the training program. Evaluations provide additional mentoring opportunities for new drivers and additional support as successful members of the First Transit team. Operators who need additional training will be referred to and assessed by the Safety Department.



Dispatcher Training

Our widespread practice is to hire dispatchers with transit experience and who have worked at least six months as a driver.

Dispatchers concentrate on customer service modules, while obtaining a thorough understanding of our Fort Bend County on-road operations. First Transit frequently fills dispatching roles from current driving staff. The training program for dispatchers is based on driver training curriculum and requires the successful completion of operator training prior to promotion to that dispatch role.

Learning Objectives

At the end of this module, participants will:

- Understand and encompass the importance of being a leader at First Transit.
- How to relate with operators and other personnel to effectively perform Transit Operations.
- Security Awareness to be a major player in providing a safe facility and operations.
- Learn the components of providing a safe and reliable workforce.
- The importance of safety in day-to-day operations.

Table Of Contents

- Employee Advocate . . . .
- Safety Ambassador . . . . . .
- Drug & Alcohol Abuse Policy . .
- Reasonable Suspicion . . . . . .
- Communication Skills. . . . . .
- Map Reading / Directions . . . ...
- Leadership Skills. . . . . .
- Customer Service. . . . . .
- SSSP Program. . . . . .
- System Security & Awareness for Transit Employees . . . . . .

As dispatchers are key customer service personnel, they are required to participate in driver training programs that assist in their duties (including service area familiarization, passenger assistance, and customer relation courses). **First Transit cross-trains all our dispatchers for both Radio and Window dispatching functions.** This ensures that our Fort Bend County operation has well-trained and experienced dispatchers during all hours of operation providing a consistently high level of performance.

All dispatch staff will receive in-depth training relative to effective record keeping, and communication skills and will receive extensive training on the use of radios and other necessary technologies. Annual refresher training with a minimum six hours will be provided for all dispatchers.

Staff will be subject to written tests, supervisor observation, refresher training, and retraining in response to minor infractions. Dispatch staff also receive training in Reasonable Suspicion for Drug and Alcohol Use, Hazard and Emergency Response, and Transit Bus Accident Investigation.

Subject of Class Modules	Method	Time
Role of Dispatcher	PPT	1.0
Customer Service	PPT & Discussion, examples	2.0
IP Program – Contact Slips, Intentions	PPT	0.5
Conflict Resolution CARE	DVD	0.5
Documenting Discipline	PPT	1.0
Time Management / Prioritizing Tasks	PPT	1.5
Harassment in the Workplace	PPT	2.0
FTA Drug & Alcohol Policy/Drug Testing/Types and When	PPT	1.0
Reasonable Suspicion – FTA Requirements	PPT / Video	2.0
ADA – Dispatcher's Role in Compliance with ADA	PPT	1.5
FORM process (Work Comp)	PPT	1.0
BBP – Exposure Events	PPT	1.0
System Security	PPT (NTI)	1.5
Emergency Management	PPT / Discussion	1.5
SAS Alarms – Protocol	Discussion	0.5
Phone Protocol – Emergencies	Hand-Outs	0.5
Bomb Threats	Hand-Out / Discussion	0.5
Evacuations	Hand-Out / PPT	0.5
Bus Assignments	PPT / Discussion	1.0
Scheduling	PPT	1.5
Vehicle Change Procedures	PPT / Discussion	1.0

Subject of Class Modules	Method	Time
Dynamic Scheduling Methods and Practices	PPT / Discussion/Hands on	4.0
Telephone Etiquette	PPT/Hand-out	2.0
Daily Assignment Sheet	Hand-out	1.0
Lot Check Procedures	Hand-out/Discussion	1.0
Uniform Compliance & Regulation	Hand-out/Discussion	1.0
Lost and Found Procedures	Hand-out/Discussion	1.0
Dispatch Station Assignments	Discussion	1.0
Dispatch Daily Paperwork	Hand-out/Discussion	1.0
Operator Next Day Schedule Process	PPT/Hand-out	1.0
Accepting Customer Feedback	PPT/Hand-out	1.0
Credential Checks	PPT/Hand-out	0.5
Trapeze Utilization	PPT/Hand-out/Hands On	4.0
Radio Communication	PPT/Hand-out	2.0
Reservation Software	PPT/Hand-out	2.0
Scheduling Software	PPT/Hand-out/Hands on	2.0
Dispatch Software	PPT/Hand-out/Hands on	2.0

On-the-Job Mentor Training

Our mentoring program supplements the formal dispatch training by teaming new dispatchers with senior staff to ensure they are confident in their duties and ready

to fill their roles. Trainees accompany senior staff in the performance of their duties to receive training and feedback on their skills.

Once the dispatch employee has successfully completed the new employee orientation and training programs, they are assigned to work alongside one of our designated mentor employees. This includes on-the-job training for both radio and window dispatching roles. Our mentor employees are selected based on their exceptional performance and demonstrated understanding of their job functions.

Staff Cross Training

First Transit learned long ago that successful management of a transit facility—in any form— requires flexibility. The General Manager, Assistant General Manager and Operations Manager must have the ability to adjust staff positions to adapt to day-to-day circumstances. We believe cross training Fort Bend County staff in multiple positions, in addition to training as customer service representatives, prepares us in advance to meet the needs of each department through sickness, vacations, peak times, and disasters.

Supervisor Training

In most cases, our Road Supervisors have already successfully completed our comprehensive driving training program. Many of our supervisors are promoted from driving positions. Any Road Supervisors that are new hires will be required to complete all aspects of operator training – including in classroom, behind-the-wheel and cadetting.

Road Supervisor training is based on our Driver Training curriculum, and requires the successful completion of operator training prior to skills development in a dispatch or supervisory role. These positions are typically filled by promoting from driving staff, and training in communications, local geography, rider and operations policies, and vehicle familiarization will have been covered in operator training. All Road Supervisors will also take additional courses designed just for them. The overall Supervisor Training Program is designed to equip our employees with the strategies they need to deliver superior customer service, along with teaching them how to perform their job functions effectively and efficiently and provide pro-active support for our drivers in the field. **Training for our Supervisors includes the following 26 specified hours**:

Course	Method	Time
First Time Manager Essentials *First Time Manager: Understanding a Manager's Role* *First Time Manager: Challenges* *First Time Manager: Meeting Expectations* *Making the Move to Management* *Management Essentials: Directing Other* *Management Essentials: Treating your Direct Reports Fairly*	eLearning –	3 hours
Working with Agility Business Coaching Essentials *Business Coaching: Building the Coaching Relationship* *Business Coaching: Using Different Coaching Styles*	eLearning	1 hour
Leadership Skills – *Motivating Human Behavior and Àcting Decisively*	eLearning	1 hour
Leadership Essentials *Leadership Essentials: Motivating Employees*	eLearning	1 hours
Difficult Conversations *Handling Difficult Conversations Effectively*	eLearning	1 hour
Constructive Feedback and Criticism *Giving Feedback* *Giving Constructive Criticism*	eLearning	1 hour
Workplace Harassment Prevention for Managers—Multi-State Edition	eLearning	1 hour
Workplace Conflict *Workplace Conflict: Recognizing and Responding to Conflict* *Workplace Conflict: Strategies for Resolving Conflict*	eLearning	2 hours
Managing Problem Performance *Recognizing and Diagnosing Problem Performance* *First Steps for Turning Around a Performance Problem*	eLearning	1 hour
Business Writing Basics *Business Writing: How to Write Clearly and Concisely*	eLearning	1 hour
Incident Investigation & Procedures	Classroom and active	2 hours
Reasonable Suspicion	Classroom	1 hour
Sensitivity Training, Passenger Assistance Techniques	Classroom	2 hours
Crisis Communication	Classroom	1 hour
SSSP Program	Classroom	2 hours
Emergency Procedures including Supervising Catastrophic Event Evacuations (hurricane, floods, tornados, terrorism, fires, hazardous materials, derailments)	Classroom	1 hour

Employee Mentoring	Classroom	1 hour
DriveCam *How to coach driving behavior and fuel savings*	Classroom and active	1 hour
Customer Service Fundamentals *Customer Service in the Field* *Customer Service Confrontation and Conflict*	eLearning	1 hour
Listening Essentials *Listening Essentials: The Basics of Listening* *Listening Essentials: Improving your Listening skills*	eLearning	1 hour
	Total	**26 Hours**

In addition to initial training and regular safety meetings, annual refresher training with a minimum six hours will be provided for all road supervisors to ensure they remain up-to-date.

Technician Training

First Transit provides unmatched technician training that leads to higher quality repairs for the Fort Bend County fleet. We require each technician to participate in at least 40 hours of training each year to increase skills and knowledge of industry technology advancements. A highly trained technician performs higher quality repairs in a more efficient manner—resulting in a better maintained fleet and reduced vehicle downtime.

Our industry-leading training and incentive programs are based on the following training procedures:

- **Basic Skills Assessment**: A concept that individualizes technician training based on the Fort Bend County fleet, the skills of the individual technician, and contract obligations.
- **ASE Certification:** A requirement above and beyond industry standards that exemplifies our commitment to industry best practices. Our dedication to the ASE Certification process is illustrated by our incentive program tied to the certification process.

Our systematic approach to technical training and development is critical to superior maintenance performance. In addition to ASE training, our technicians also receive classroom instruction and on-the-job training provided by our suppliers such as AC/Delco and Ford Motor Company, for example. **Our well-trained technicians make the repairs right the first time.**

Basic Skills Assessment

All First Transit technicians undergo a basic skills assessment upon hire to determine their individual skills and suitability for the Fort Bend County contract. First Transit has partnered with **Cengage Learning/Delmar** – a leading provider of innovative teaching and learning solutions worldwide – to create an interactive learning experience for our technicians.

Assessment

Our comprehensive online skills assessment allows technicians and managers to objectively baseline knowledge in specific areas. Each assessment measures technical competency to a detailed level of theory, application, and diagnostic ability in many technical areas.

Training

After the initial assessment, technicians are assigned to training modules based on their identified needs. Each self-paced module contains critical content that is reinforced through interactive graphics and animations. The training is available at any time, so technicians can work through the materials at their convenience. Each course contains an average of 8.5 hours of training materials and can be completed in either English or Spanish.

Certification & Monitoring

Each section within the module is completed with final review questions and each module requires a course review and exam before completion. These tests combine helpful remediation while addressing the unique needs of the technician with text-based theory for enhanced learning and retention. A variety of study options are available, including practice questions, sample ASE-style tests, and a timed test duplicating the actual ASE Exam.

Managers and supervisors may log into the system at any time to monitor technician activity within the training program. Supervisors and managers can produce a Course Usage Report to track of hours dedicated to the training curriculum to encourage technicians to continue progressing through their customized training program.

ASE Certification

Our technicians attend training and certification testing provided by the National Institute for Automotive Service Excellence. The ASE training program has a series of more than 18 tests that measures skill level in vehicle maintenance and repair. These tests are grouped by specialty including front-end alignment, brakes, air conditioning, electrical, engine repair, etc.

We understand the value that ASE certification provides not only to Fort Bend County but also to the career development of our valued technicians. Therefore, we require our technicians to become Automotive Service Excellence (ASE) certified. First Transit has technicians with over 2,700 ASE certifications at our contract locations across the United States.

Paid Training

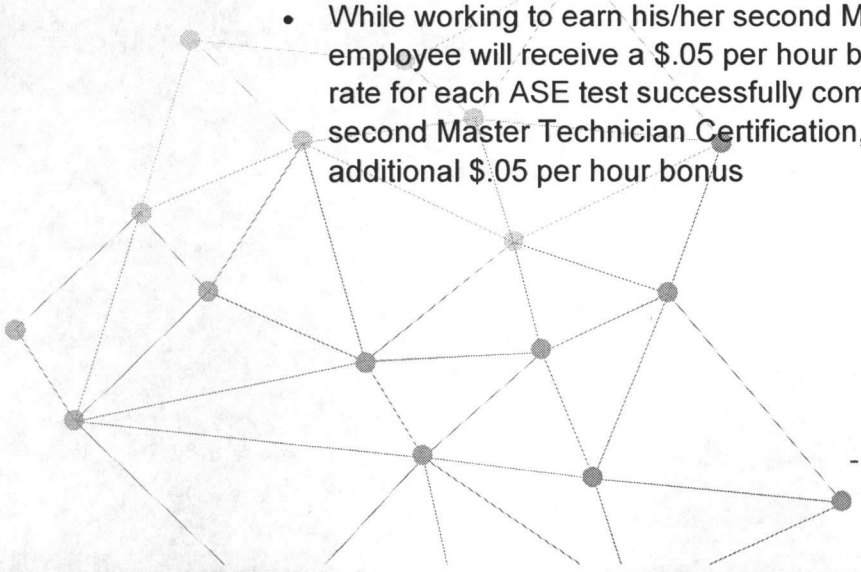
First Transit invests in our employees through paid ASE Certification training

ASE certification means that Fort Bend County always receives the best service quality each time First Transit maintains a vehicle—reducing unnecessary repairs to the fleet and vehicle downtime.

ASE Bonus Program

First Transit's commitment to training and the ASE certification program is made tangible through our ASE Incentive Program. Offering access to all ASE testing at no cost to the employee, there are two ways that employees can earn per hour bonuses on each hour they work.

- While working to earn his/her first Master Technician Certification, the employee will receive a $.15 per hour bonus for each ASE test successfully completed – Upon earning his/her first Master Technician Certification, the employee will receive an additional $.15 per hour bonus
- While working to earn his/her second Master Technician Certification, the employee will receive a $.05 per hour bonus in addition to his/her regular rate for each ASE test successfully completed – Upon earning his/her second Master Technician Certification, the employee will receive an additional $.05 per hour bonus



Maintenance Training Support

First Transit employs six (6) full-time travelling maintenance trainers who are highly experienced in all aspects of vehicle maintenance. These persons will visit the Fort Bend County location maintenance personnel to facilitate additional training for the team.

Additionally, we provide an additional benefit from our relationships with original equipment manufacturers (OEM) and national parts suppliers. Trainers including AC/Delco, Cengage Learning/Delmar, Noregon Diagnostics, General Motors, Ford, etc. visit our locations sites to instruct technicians in a variety of areas such as electrical and manufacturer specific training. The purpose of vendor training is to improve the skill set of technicians for improved service delivery.

EMPLOYEE BENEFITS PROGRAM

First Transit understands the importance of a strong benefits package to promote employee retention and satisfaction. Our benefits include: medical, dental, vision, life insurance, disability, and vacation/holiday. In addition, we also offer our employees a 401K retirement plan with a company match.

Additional detail on Map 1 and Map 2 benefit plans have been included as an Attachment to this proposal.

Benefit Eligibility

New salary-employees are eligible the first of month following their date of hire. Hourly-employees are eligible for coverage first of the month following 30 days. All employees are eligible to contribute to our 401K plan after 30 days of employment.

Medical

Our employees have a choice of two medical account plans (MAP 1 and MAP 2), with the option of covering any eligible dependent including domestic partners. These consumer driven health plans have deductibles along with co-insurance. Employees can contribute into health savings account (HSA) based on IRS contribution limits. See the attached plan design for detailed information.

We encourage our employees to be health-consumers. To help, employees enrolled in our MAP plans will receive the following benefits covered 100%:

- Routine Physical Exam
- Well-Baby Care
- Routine Gynecological Exams
- Routine mammograms
- Colorectal Cancer Screening
- Preventative Medicine, see our approved medication list

Wellness

Our enrolled employees will have access to tools to help meet health and wellness goals. We offer a few options for employees to earn monetary rewards for their HSA.

Dental

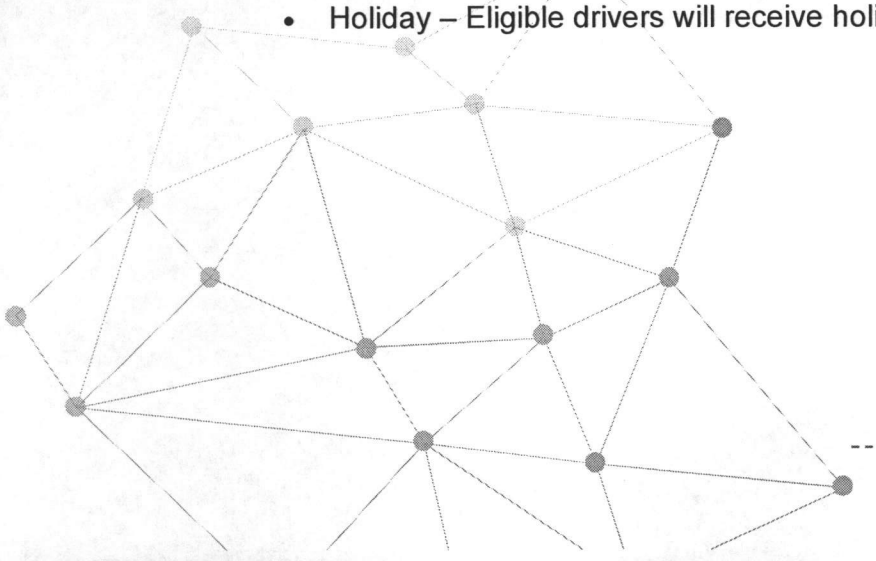
Our employees are offered either a DMO or a PPO plan. These plans help with dental care costs including routine exams, fillings, and orthodontics. See the attached plan design for detailed information.

Vision

Our employees are offered a company vision plan. This plan helps with an annual eye exam, lens, and frames. See the attached plan design for detailed information.

Additional benefits include:

- Employee Pride incentive program: each location has an incentive program with small gift rewards for participation in certain safety campaigns, charity involvement, and overall job performance
- Sick/Personal/Vacation Time off– 40 hours of paid vacation after one year of employment, and increasing up to four weeks of vacation
- Holiday – Eligible drivers will receive holiday pay varying by contract



EMPLOYEE GROWTH AND INCENTIVES

Employee Development Program

First Transit focuses on recruiting, training, and retaining current and next generation leaders. This is most readily accomplished through First Transit's internal management training program, First Transit University (FTU).

FTU provides opportunities to employees at all levels within the organization to have access to various learning and developmental opportunities; i.e. new manager training and continuing education. There is a special emphasis on those customer service positions that directly interface with our customers and the public. The developmental trainings include: Time management, conflict resolution, problem solving, critical decision making, executive presence, financial acumen, people/employee motivation, strategy execution, collaborative leadership and performance-based coaching.

We have many examples of employee growth within our Fort Bend County operation, including:

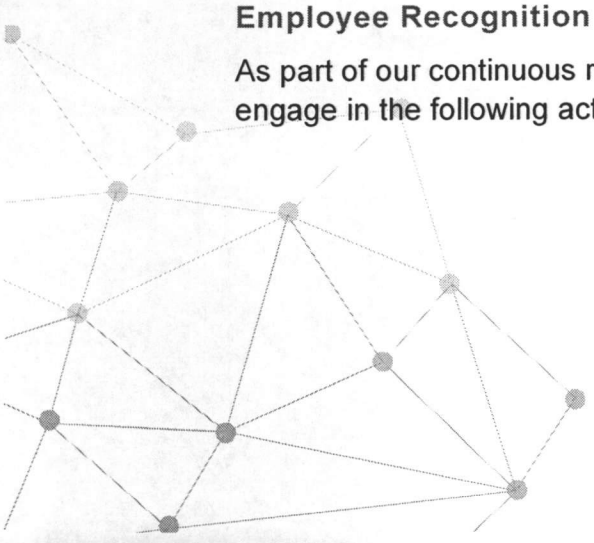
- Dantoine Churchman, Promoted from Supervisor to Safety, Security & Training Manager
- Jacaria Washington, Promoted from Operator to Training Supervisor
- Latresha Greenwood, Promoted from Operator to Dispatcher
- April Linden, Promoted from Operator to Dispatcher
- La Tecia Byrd, Promoted from Service Worker to Dispatcher

First Transit is committed to the development of those who know this service best, our current employees, into roles of greater responsibility throughout the operation.

Employee Incentive and Recognition Program

Employee Recognition

As part of our continuous retention plan to promote workforce stability, we engage in the following activities to show our employees that we care:



- **Appreciation events and gestures**, including public acknowledgement of achievements and cookouts
- **Safety pep rallies** to celebrate achievements in safety and motivate our employees to provide the safest service possible.
- **Ride-Alongs** – All managers and supervisors complete periodic ride alongs with employees
- **Operator Honor Roll** – Monthly, we post an honor roll of all operators who maintain perfect attendance and safety records. This public recognition encourages similar behaviors throughout the operation.
- **Employee of the Month** – Each month, our management staff will name an "Employee of the Month" from all of our operations staff. This individual will receive recognition, as well as a designated parking spot for the month and monetary reward.

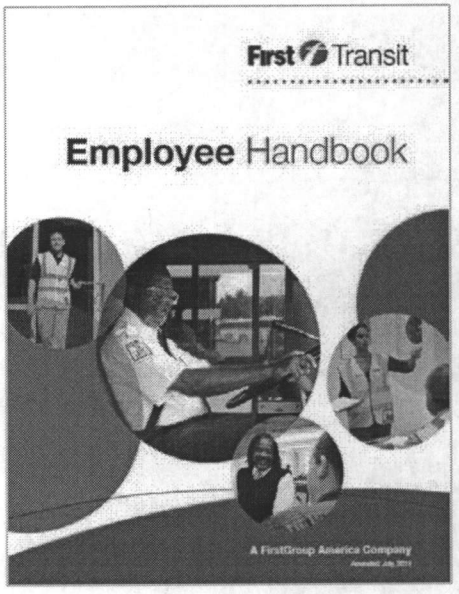
EMPLOYEE POLICIES

The very nature of our business – serving the public – requires us to act with the utmost integrity. When an employee is subject to discipline, the employee's total work record, including all violations, is reviewed before determining any penalty. However, there are certain forms of conduct and violations of First Transit policy that are so serious as to result in discharge for a first occurrence, regardless of the employee's previous work record. Penalties for violations of multiple safety rules occurring during a rolling 12-month or 36-month period are addressed at the discretion of management. The seriousness of the violations is also a factor.

First Transit's Employee Handbook contains descriptions of offenses particular to our drivers and safety-sensitive employees, along with a comprehensive list of unacceptable employee behaviors. The following is a partial list of conduct violations that may be cause for discharge after a first offense:

- Violation of First Transit's drug and alcohol policy
- Violation of First Transit's Cell Phone use policy
- Falsification of employment application or other First Transit document
- Dishonesty or stealing from First Transit, coworkers, or Fort Bend County

- Misuse of First Transit's computer resources, including email, internet, and unauthorized or improper access or use of First Transit data or software
- Immoral, illegal, or indecent conduct that could or does reflect on First Transit
- Unauthorized use of a First Transit or Fort Bend County vehicle
- Harassment or inappropriate conduct in the workplace
- Fighting or other acts of violence while on duty, on First Transit or Fort Bend County's property, or in uniform
- Possession of weapons or explosives on First Transit or Fort Bend County's property
- Insubordination, failure to follow instructions, or defiance of instructions
- Failure to immediately report a First Transit or Fort Bend County vehicle collision
- Failure to report any charge, arrest, indictment, incarceration, or conviction for any felony or misdemeanor, or any sexually-related offense
- Smoking in dangerous, non-smoking areas such as fueling areas



An employee with knowledge of any actions prohibited by First Transit's policies or guidelines should report that activity immediately to his or her manager, any First Transit manager, the Ethics and Compliance Hotline, or by email. Suspected violations may be reported on a confidential basis, and First Transit will maintain confidentially to the fullest extent possible.

We will not retaliate against or impose any other form of retribution on any employee as a result of his or her good faith reporting of another person's suspected violation of First Transit or Fort Bend County policies or guidelines. Any suspected violation of First Transit or Fort Bend County policies or guidelines will be reviewed by First Transit and Fort Bend County, and, if appropriate, law enforcement authorities will be notified of the facts.

Drug and Alcohol Program

We have a strict zero-tolerance policy regarding drug and alcohol abuse. Resources are available to any employee who seeks assistance or rehabilitation for substance abuse. Our formal Drug and Alcohol Policy for Fort Bend has been included as an Attachment to this proposal.

Because we are trusted with the safety of our passengers and the community at large, we have adopted a drug and alcohol policy designed to:

- Create a work environment free from the adverse effects of drug and alcohol abuse
- Deter and detect employee abuse of illegal drugs and alcohol
- Prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances
- Encourage employees to seek professional assistance any time personal problems, including drug or alcohol dependency, may adversely affect their ability to safely perform their assigned duties

Drug Testing

We use only authorized independent facilities to conduct our drug and alcohol testing. First Transit follows all FTA regulations as defined by 49 CFR Part 40 and 49 CFR Part 655. Safety-sensitive employees will be tested for the presence of illegal drugs under the following circumstances:

Pre-Employment, Post-Offer	Offers of employment with First Transit are contingent upon testing negative for use of illegal drugs. A negative drug result must be received before any candidate can be allowed to perform any job functions for the first time. Any employee returning from a leave of absence of ninety days or more must submit to a drug test prior to returning to their duties.
Random Testing	All employees are subject to random testing for illegal drugs. We test 25 percent of our safety-sensitive employees in accordance with the FTA regulations. We test 10 percent of our non-DOT employees on a monthly basis. Random tests are determined by non-biased computer selections. This may result in some employees being tested more frequently than once per year.

Reasonable Suspicion	We may decide to conduct a test for illegal drugs when a safety-sensitive employee's work performance, conduct, appearance, speech, or other behavior on the job creates a reasonable question of whether the employee is under the influence of illegal drugs.
Post-Accident	We require any safety-sensitive employee involved in a work-related vehicular accident, which meets the FTA's threshold for testing, to test for illegal drugs.

Consequences for Positive Results

First Transit takes very seriously any infractions involving positive test results, as detailed below.

Drug Tests

If an employee tests positive for drug use, he or she will be notified by a medical review officer (MRO), a licensed physician with the knowledge and training to interpret and evaluate confirmed positive test results. The MRO will review the test results with the employee. Only after this review will the MRO contact us regarding the positive test result.

An employee who tests positive for drugs or alcohol is referred to a substance abuse professional for help. He or she is subject to termination under our zero-tolerance program, unless otherwise dictated by state law.

Breath Alcohol Tests

An employee who tests positive at a level of .02 or greater is subject to termination under our zero-tolerance program, unless otherwise dictated by state law. In the case of a positive test result, arrangements will be made to transport the employee home. If the employee insists on driving, he or she will be advised that the police will be contacted.

Refusal to Test

Any employee who refuses to submit to a drug or alcohol test is considered to have tested positive and will be subject to immediate termination, unless otherwise dictated by state law.

Return-to-Duty Testing and Rehabilitation

We recognize alcohol and drug abuse as a treatable disease and encourage our employees to seek professional treatment, if applicable. We advise any employee seeking help of the resources available for evaluating and resolving problems associated with prohibited drug use and alcohol misuse.

Voluntary Employee Assistance Program

We encourage our employees to participate in our company-sponsored employee assistance program (EAP). The EAP includes two voluntary programs:

COUNSELING AND REFERRAL PROGRAM

Regular full-time employees are eligible to participate in this program. It is designed to help an employee and his or her dependents deal with personal or family problems before they become overwhelming. Assistance is available for issues ranging from family or marital conflicts to substance abuse. We pay the full cost of an initial assessment and up to two counseling sessions. Additional sessions may be covered under the employee's medical plan.

SUBSTANCE ABUSE REHABILITATION PROGRAM

This program is available to regular full-time employees (excluding those employees covered under a collective bargaining contract, or found to have violated this policy) with one full year of service with First Transit. The program is designed to help an employee correct or eliminate alcohol or drug-related problems.

Dress Code

The appearance of our staff has a direct impact on the image of First Transit and Fort Bend County. We expect that all employees in all positions present a professional image. Attire should be proper for the duties performed, and guidelines differ for office staff and service personnel. In general, all clothing should be clean, pressed, and in good condition. Hair should be neat, clean, and well groomed, and jewelry should not be excessive.

- **Employee Appearance** – Our employees will present a neat, professional appearance at all times. Our staff – including drivers and operational

supervisors – will wear proper uniforms and identification badges while on duty. We give uniforms to all staff that have direct contact with passengers. Adherence to set uniform policies, which are included in our employee handbook and discussed during training sessions, is checked by our supervisory staff during driver check-in procedures and during their contact with drivers. **No driver can be on route unless their attire meets these standards**.

- **Badges** – All First Transit employees are assigned a photo identification card as part of injury prevention standards. Each photo ID includes a photograph of the employee, name, job title, location, badge number, and issue date.
- **Photo ID** cards are issued within one month of hire, and are kept by employees until they end their employment or are requested to surrender their photo ID. Employees must display their photo ID while performing official duties either in a lanyard pouch, a clear pocket on a safety vest, or in some other visual manner.
- **Required Vests** – All First Transit employees must wear our high-visibility safety vests in the operations and maintenance areas. This is to ensure that everyone is seen easily and may work in a safe environment.

STAFFING LEVELS

In addition to managers' duties and responsibilities defined earlier in this section, the following includes a summary of the responsibilities of additional valued staff. This detail includes proposed staffing levels, as well.

ROAD SUPERVISOR

1 FT

Road Supervisors are the first level of the supervisory staff interacting daily with drivers and dispatchers. They will spend much of their time on the road, observing drivers and changing road conditions. The Road Supervisors are required to pass a background check, a drug and alcohol screening, and meet all requirements set forth by First Transit and the County.

SAFETY/TRAINING SUPERVISOR

1 FT

The Safety/Training Supervisor is responsible for assisting our Safety, Security and Training Manager with the day-to-day safety of the operation, as well as ensuring that all employees are compliant with First Transit and the County's training requirements. Assists with the onboarding of all new employees. The Safety/Training Supervisor is required to pass a background check, a drug and alcohol screen, and meet all requirements set forth by First Transit and the County.

DISPATCHERS

4 FT

Dispatchers provide continual service monitoring through the scheduling and AVL system. They manage on-time performance and provide immediate response to operational issues, including breakdowns and accidents, as well as driver check-in processes. Dispatchers are required to pass a background check, drug and alcohol screening, and meet all requirements set forth by First Transit and the County.

DRIVERS

63 FT

Serving as the front line of transportation operations Fort Bend County Public Transportation, drivers are the backbone of ensuring excellence in service. Drivers are responsible for providing safe, customer-focused transportation and completing pre-and post-trip inspections. All drivers hired for the service will meet all qualifications as required by First Transit and the County. Drivers are required to pass background check, drug and alcohol screening, and meet all requirements of applicable driving laws in the state of Texas.

SHOP FOREMAN

1 FT

The Shop Foreman assists the Maintenance Manager in monitoring the performance of the fleet. The Foreman will assign daily work based on the vehicles needing repairs and will supervise the technicians, and assist in training as needed. The Shop

Foreman is required to pass a background check, drug and alcohol screening, and meet all requirements set forth by First Transit and the County.

LEAD TECHNICIAN

1 FT

The Lead Technician will identify and resolve mechanical issues with the fleet, and assist the technicians with larger repairs. They will perform safety inspections and ensure vehicles are in good repair in accordance with manufacturer, the County, and First Transit standards. The Lead Technician is required to pass a background check, drug and alcohol screening, and meet all requirements set forth by First Transit and the County.

TECHNICIANS

4 FT

Technicians perform all maintenance on vehicles, including repairs and required preventative maintenance. They also assist in fueling and inventory control as needed. Technicians are required to pass a background check, a drug and alcohol screening and meet all requirements set forth by First Transit and the County.

SERVICE WORKERS

2 FT, 1 PT

Service Workers assist the technicians and Shop Foreman as needed, main responsibilities include cleaning, detailing, and fueling service vehicles. Service Workers are required to pass a background check, a drug screening, and meet all requirements set forth by First Transit and the County.

Service Excellence in Daily Operations

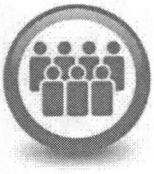
First Transit defines quality service as safe, efficient, and on-time transportation services performed by drivers who are well-trained and focused on the customer. Throughout our daily operation for Fort Bend Public Transportation, we incorporate the proven approaches and solutions to provide the highest quality of service every day. Customer satisfaction –both the passengers we serve and Fort Bend County as our customer -are the evaluators by which we will determine our success in this area.

As discussed earlier in this section our well-trained and experienced workforce of customer focused employees will provide the foundation for our operation, however, we are excited to propose additional technology tools, as well, to exceed Fort Bend County's expectations. These tools will complement our efforts to provide the highest level of quality transportation services for the Fort Bend County Public Transportation operation. Proven technology tools that will truly affect service delivery, are described in more detail in applicable sections throughout our proposal. These valuable tools include:

- New data-plan driven tablets to provide better connectivity throughout the Fort Bend service area, provided at no extra cost to the County (described in more detail later in this Tab.
- Upgrade to DriveCam SV2 to enhance system safety, including the ability for continuous recording and other enhancements (more detail included in the Safety subsection within this Tab)
- Our Fort Bend garage is a Paperless Shop an initiative that equips our technicians with tablets powered by the FirstBase Maintenance Information System, streamlining communication in the maintenance shop (described in more detail in the maintenance subsection within this Tab)

Daily Focus

The focus of First Transit's successful transit operations is on the details of service delivery. Our goal is to make a positive work environment for our employees through competitive wages and benefits, incentive programs, open communication, and a supportive management team. Our motivated, experienced employees will then provide the highest level of specialized service to the individuals who rely on the Fort Bend Public Transportation operation.



Success in transit service starts and ends with people— our employees and our passengers.

While First Transit offers the security and resources of a large, global transportation company, we act locally as independent businesses, collaborating with communities, clients, customers, and staff to build relationships and to constantly improve your paratransit system. First Transit understands the pride and ownership you feel for the success of the Fort Bend Public Transportation system. We have been privileged to participate in many of those successes in the past, and look forward to the opportunity to expand upon them in the future. **Fort Bend County can be confident of First Transit's dedication to provide value-added transportation solutions while working to exceed productivity goals and provide system-wide efficiencies.**

Achieving Your Goals

Our daily operations plan is centered on exceeding each of Fort Bend County's specific Key Performance Indicators, as described in the RFP. Through our experience within Fort Bend County and across North America, we thoroughly understand these standards and have developed specific strategies to deliver performance accordingly within the new contract.

Our entire operation will revolve around adhering to these standards in the provision of Fort Bend County Public Transportation service. The below explains our understanding of your performance standards and strategies to exceed them.

SAFETY AND SECURITY

Fort Bend County Performance Measure: Safety / Security Performance Standard

Minimum Performance: <1.500 per 100K dedicated service miles

First Transit Current Plan to Meet Performance Standard: We utilize our award-winning training programs, monthly safety meetings, period training sessions, ride-alongs, and retraining sessions to ensure safe operations.

First Transit Renewed Plan to Meet Performance Standard: First Transit will continue to utilize our proven, current training and safety procedures to prevent incidents from occurring. Additionally, we will:

- First Transit will upgrade our current DriveCam to DriveCam SV2, which includes accident avoidance technology such as real-time alerts of potentially unsafe situations, as well as continuous recording capabilities
- Our BeSafe Leadership Training brings a proactive approach to safety, working to eliminate unsafe behaviors by effective coaching and reinforcing positive ones before accidents and incidents occur

VEHICLE FAILURES

Fort Bend County Performance Measure: Vehicle Failures Performance Standard

Minimum Performance: >5,000 miles between vehicle failures

First Transit Current Plan to Meet Performance Standard: First Transit maintenance shop for Fort Bend County Public Transportation maintains ASE Blue Seal Certification, as well as Bronze LEAN certification, ensuring excellence and efficiency in our maintenance operations.

First Transit Renewed Plan to Meet Performance Standard: First Transit will continue to maintain our ASE Blue Seal Certification, adhere to 100% PMI frequency, and additionally:

- We are committed to achieving Silver LEAN certification within one year of contract start.
- We will also ensure that we provide 20% spare vehicle ratio, providing the availability of a backup fleet ready to go when necessary

PREVENTATIVE MAINTENANCE

Fort Bend County Performance Measure: Vehicle Preventative Maintenance Requirements

Minimum Performance: >95% Compliance with PMI frequency (in accordance with manufacturer's recommendation)

First Transit Current Plan to Meet Performance Standard: First Transit meets 100% PMI compliance in our current contract.

First Transit Renewed Plan to Meet Performance Standard: To ensure that we continue to maintain 100% PMI compliance, we will provide:

- ASE Blue Seal Certification bonuses to all technicians, as well as continued coaching from our Maintenance Manager to encourage technicians to complete ASE testing, ensuring we have the most qualified personnel on staff
- Utilization of the FirstBase MIS system through our Paperless Shop, streamlining the assignment of maintenance tasks and successfully managing our maintenance process.

DEMAND RESPONSE ON-TIME PERFORMANCE

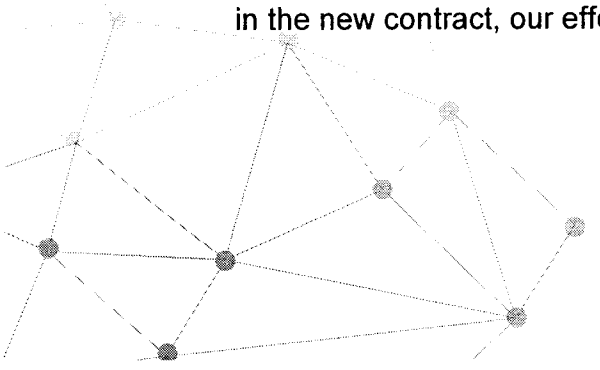
Fort Bend County Performance Measure: Demand Response On-Time Performance Standard

Minimum Performance: >85% On Time Performance

First Transit Current Plan to Meet Performance Standard: Our efforts to positively impact on time performance in our current operation have included the following:

- We have provided and will continue to provide extensive training, retraining and coaching of our drivers and dispatchers.
- We have worked to make sure we provide sufficient standby operators and spare buses.

First Transit Renewed Plan to Meet Performance Standard: Moving forward in the new contract, our efforts will include:



- New, data-plan based tablets will improve the ability to monitor service in real time, as well as streamline the communication process between dispatch and operators in the field
- Supervisors and managers empowered to discuss OTP by driver daily, monitored daily with immediate follow-up at the end of the service day by supervisors with operators who performed below the 90% (commuter) or 85% (demand response) OTP target that day.

COMMUTER, RICHMOND/ROSENBERG AND FIXED STOP ON-TIME PERFORMANCE

Fort Bend County Performance Measure: Commuter, Richmond / Rosenberg and Fixed Stop On-Time Performance Standard

Minimum Performance: >90% On Time Performance

First Transit Current Plan to Meet Performance Standard: Our efforts to positively impact on time performance have included the following:

- We have provided and will continue to provide extensive training, retraining and coaching of our drivers and dispatchers.
- We have worked to make sure we provide sufficient standby operators and spare buses.

First Transit Renewed Plan to Meet Performance Standard: Moving forward in the new contract, our efforts will include:

- New, data-plan based tablets will improve the ability to monitor service in real time, as well as streamline the communication process between dispatch and operators in the field
- Supervisors and managers empowered to discuss OTP by driver daily, monitored daily with immediate follow-up at the end of the service day by supervisors with operators who performed below the 90% (commuter) or 85% (demand response) OTP target that day.

ON TIME PULL-OUT

Fort Bend County Performance Measure: On Time Pull-Out Performance Standard

Minimum Performance Standard: >95% On-Time Pullout Performance

First Transit Current Plan to Meet Performance Standard:

System on time performance begins with on time pullout. As the current service provider, our efforts to ensure timely pullouts include:

- Having a sufficient number of extraboard drivers available and ready to go
- Our comprehensive vehicles maintenance program, with emphasis on preventive maintenance, improves vehicle availability
- Adequate time built into for driver check in and pre-trip, as well as effective communication to make sure all drivers know their start times

First Transit Renewed Plan to Meet Performance Standard: In addition to continuing our focus on pullouts, we will take the below actions:

- Management and/or supervisory resources in the yard during pullout to ensure on-time departure and provide immediate response to any potential issues
- We also have extra vehicles at the location in case a bus fails its Pre-Inspection to keep the service on-time and improve on-time yard pull outs

REPORTING

Fort Bend County Performance Measure: Reporting Performance Standard

Minimum Performance: All necessary documentation submitted within deadlines provided, real time data recorded within 2 business days

First Transit Current Plan to Meet Performance Standard: First Transit works to provide all reports required by the County when required.

First Transit Renewed Plan to Meet Performance Standard: Committed to complete transparency with you as your partner in the provision of these important transportation services, we will continue to ensure we provide all reports as desired by the County, when needed.

Focus on On-time Performance

We understand that nothing is more important to passenger satisfaction of fixed route and demand services than on-time service delivery. Passengers need to know that they can rely on the Fort Bend County Public Transportation to get them to work, appointments and other responsibilities when they need to be

there. Ridership naturally increases when the community can rely on the public transportation system to get them where they need to be on-time. Our action plans for service delivery for Fort Bend County focus primarily on increasing system reliability and on-time performance. Our commitment to providing on-time service will rely on the following approaches, best practices, and tools:

- We have management and/or supervisory resources in the yard during pullout to ensure on-time departure and provide immediate response to any potential issues.
- We also have several available "pre-tripped buses" at the location in case a bus fails its Pre-Inspection during peak times, to keep the service on-time and improve on-time yard pull outs.
- Exemplary preventative maintenance program that keeps Fort Bend County vehicles on the road and in proper working condition, increasing OTP with vehicles ready for pull out
- Deployment of strategic vehicles staffed by extraboard drivers when needed to mitigate daily service issues, including minimizing response rate to in service failures, weather-related issues, traffic conditions and service impacts from situations such as special events and extreme heat and/or wintry days
- Supervisors and managers empowered to discuss OTP by driver daily, monitored daily with immediate follow-up at the end of the service day by supervisors with operators who performed below the 90% (commuter) or 85% (demand response) OTP target that day.
- Measure on-time performance and productivity, as well as other key performance indicators close to real-time with MI Dashboard and Trapeze, as well as County-provided AVL, allowing our staff to more effectively and proactively monitor and manage service as a whole
- Sufficient standby drivers available in case of late arrivals or other issues that affect performance

Facilitating Success with the Right Personnel

LEADING DAILY OPERATIONS

First Transit's operations plan starts with diligent oversight of the project by our management staff, led by our on-site General Manager, Yevette McNeese. This encompasses observation and analysis of operations data and frequent key

performance reports, which affect either our service efficiency or the public's experience with the Fort Bend County Public Transportation service. These areas include road supervision, dispatching/operator staffing, on-time performance, rider satisfaction, vehicle appearance, vehicle maintenance, vehicle availability, safety, and all training programs.

The Assistant General Manager (AGM), Olivia Jones, reports directly to the General Manager and leads the daily deployment of services. The AGM, assisted by Operations Manager, will control the operation, and be the focal point for the safe delivery of service to customers within the Fort Bend County service area. Specific to Demand, Commuter and Fixed Route Supervision, the AGM and Operations Manager will:

- Maintain responsibility for all operations, customer service, and employees
- Direct daily scheduling and support the First Transit corporate runcutting and allocation of resources for transportation functions
- Maintain performance standards as required by Fort Bend County guidelines and under the direction of the General Manager
- Maintain the safety standards of vehicle operations
- Provide employee support, dispatch, and record-keeping, as necessary

The AGM and Operations Manager will manage personnel issues including oversight of scheduling, discipline, employee performance, and controlling overtime. The Operations Manager will also ensure operators do not exceed FMVSS, FLSA or CBA work rules and labor standards. In conjunction with our Safety and Training Manager, the Operations Manager carefully reviews accident reports, ensuring observation of all safety regulations and training methods.

OPERATIONS MEETINGS

Our management team meets with Fort Bend County weekly, to review the performance of the operation. During these meetings, we find areas for improvement, and develop a formal or informal action plan to improve service. These meetings are critical to the success of the project.

The Assistant General Manager, Maintenance Manager, and Safety, Security & Training Manager also meet daily to evaluate pull-out performance, including; operating vehicles, rested operators, and adequate supervision. They compare that day's performance to prior days to make sure that they have enough resources to meet service needs for Fort Bend County.

ROAD SUPERVISORS

To better serve Fort Bend County Public Transportation customers, our Operations Plan emphasizes the provision of service in the safest and most efficient manner possible. Our ability to quickly and professionally respond and react to changes in the operating environment (traffic, vehicle performance, passenger capacity) directly affects the quality of service to our customers. The AGM, Operations Manager, Road Supervisor and dispatchers support the General Manager in offering guidance and instruction to drivers.

Some responsibilities for Road Supervisors include:

- **Supervise the drivers in the performance of their duties** – performing spot-checks for proper uniform, schedule adherence, performing on-board ride-checks to evaluate driving habits and skills, and counseling or coaching staff to improve performance
- **Monitor the communications system** to help drivers in case of problems and ensure on-time service
- **Respond to the scene to investigate and resolve** delays, breakdowns, accidents, and other service interruptions. Completes reports about service disruptions and helps to set up procedures to avoid similar occurrences in the future
- **Serve as front-line customer advocate** to ensure positive customer relations. Road Supervisors communicate with customers on system safety, respond to their concerns, and investigate complaints

All field supervisory personnel are fully trained in all aspects of Fort Bend County's transportation services including; rules and regulations, routes, schedules, emergency procedures, safety, federal and state requirements, reporting protocols, and other requirements. Additionally, road supervisors help the Safety and Training Manager with Closed Course and Behind-the-Wheel training of new drivers.

How Supervisors Monitor Performance

Road Supervisors perform gates checks as the drivers prepare to leave the yard. While in the yard, the Road Supervisor will watch drivers to ensure they are cycling the wheelchair lift. The Supervisor randomly performs a pull-out inspection as well as evening pull-in to check on operators in their work

environment. If a supervisor detects a defect they will date the DVI and place it in the vehicle file where its available for inspection or review at any time.

After the vehicles begin service there will be two types of daily quality control checks; observations and time-point checks. These unscheduled (observations) and scheduled (time-point) checks help on-time performance, prevent vehicle bunching, vehicle cleanliness, and safe-driving practices. The Road Supervisor conducts the observations in the field while the Dispatcher monitors time-point checks in the office through Trapeze. Both checks work together to improve the service to customers, operators that fail these inspections or have difficulty delivering on-time service may go through coaching and retraining. Regular time-point checks also help to highlight potential route timing issues as well as passenger loads. Road observation ensures that drivers follow First Transit, Fort Bend County, State, and Federal laws for safe vehicle operation. It also ensures that drivers follow company policies for good customer service.

The Road Supervisor is an integral part of the First Transit Safety Solutions Team. If an accident or incident occurs the Road Supervisor investigates, photographs, and includes their report on the accident to the Safety, Security & Training Manager. The Road Supervisor also monitors DriveCam units to ensure that drivers are developing safe driving habits and not performing any unsafe acts such during operation.

First Transit's Road Supervision Program supports enforcement of rules and regulations focused on courtesy to patrons, safe vehicle operation, and on-time performance.

DISPATCHERS

Dispatcher staff ensure drivers are ready for service and meet compliance requirements (e.g., license, fitness for duty, appearance, paperwork, fares, etc.). Staff assigns work runs and vehicles, guaranteeing exact schedules, manifests, and vehicle assignments. Our staff watch and manage prompt deployments and returns according to the schedule and receive notification of routes that violate scheduled times. This initial management impacts system performance, to

maintain on-time performance before the route departs base. This results in a reduction in the "domino effect" that late deployments affect the timeliness of subsequent route events.

To effectively balance operational needs with available personnel resources, window dispatchers also monitor driver work hours and assign extra board service as needed, using First Transit procedures for efficient utilization of labor and vehicle assignments. Vehicles assignments are based on the availability of vehicles as determined by the maintenance department

In addition, Dispatchers will perform "real time" schedule updates to effectively manage day-of-service changes. Road Supervisor and other members of the team will help dispatchers with monitoring service. At a minimum, Dispatchers:

- Monitor and manage the on-time performance of scheduled routes
- Act as first response to obtaining an on-time alternative vehicle, due to vehicle breakdown, etc.
- Provide continuous monitoring and controlling of assigned radio frequencies during all hours that service provider vehicles are out of the yard
- Ensure all voice radio communications pertain to service and enforce all FCC rules and regulations (data and voice communications)

DRIVERS

As the first and often only point of contact most customers have with Fort Bend County Public Transportation and First Transit, our drivers our key to the successful operation of these services.
We communicate to trainees that our role as a company is to provide safe, courteous, and efficient transportation for each Fort Bend County passenger we carry. Following this role, First Transit creates an open, cooperative, and supportive working atmosphere to meet service expectations. A few of our drivers' main duties include:

- Primary passenger-relations contact
- Provide safe transportation and exceptional customer service to the passengers
- Perform scheduled runs, help passengers as needed, complete pre-trip and post-trip vehicle inspections

First Transit achieves continual improvement of driver performance with thorough training programs, honest feedback, and employee accountability. We consider it extremely important to spend additional time with an employee who is having difficulty in delivering outstanding performance. Performance concerns may include: absenteeism, tardiness, passenger complaints, and safety concerns.

When we see these issues, our supervisors and managers spend time with the employee to figure out the cause. If retraining is necessary, the driver attends training sessions on site. Supervisors perform follow up observations to make sure the earlier issues are no longer affecting service. While it is our goal to help every employee improve, sometimes we must provide progressive discipline to hold employees accountable and to document performance expectations.

Driver Pre-Trip inspections

There are many reasons why a First Transit's driver must inspect vehicles before service. These reasons include:

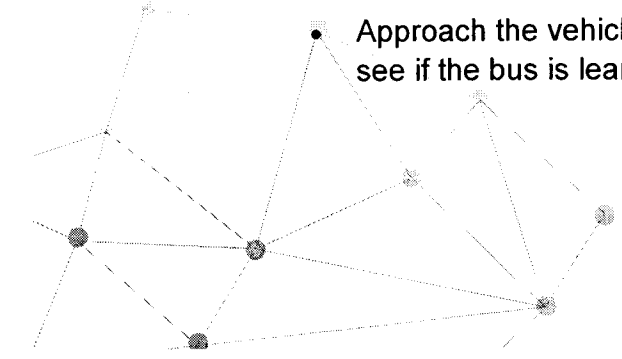
- Safety – The safety of our passengers is our priority.
- Legal Requirements – Federal and State laws require inspections
- Familiarization – Inspection provides drivers a way to become familiar with their vehicles

Vehicle inspection should be an ongoing process. The inspection begins before the driver sets out on his/her route. While in route, drivers should be aware of any changes in the vehicle's performance and make note of any problems. At the end of the trip, drivers fill out the vehicle inspection report, adding any problems noted during, or at the end of the trip. The operator's responsibilities include:

- The pre-trip inspection and the legal requirement to complete the daily vehicle inspection accurately and electronically
- The documentation of any abnormal noise, vibration, or smell during operation
- The post-trip inspection, completed as the operator shuts down the unit and does a final interior and exterior inspection

Inspection Method: General Steps

- Approach the vehicle; notice the general condition of the body; check to see if the bus is leaning

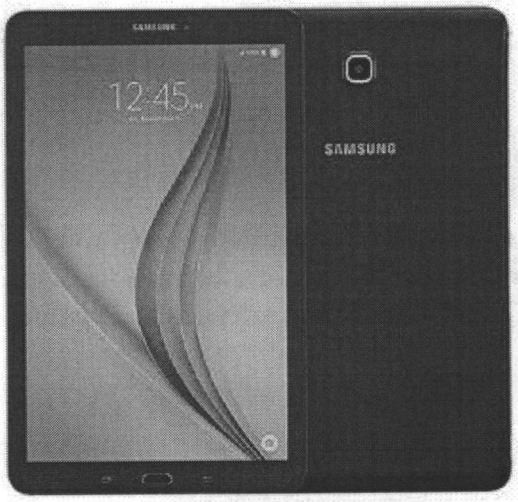


- Check the engine compartment for oil, fuel, and coolant leaks. Check the belts and wiring for obvious defects
- Start the engine and listen for unusual noises. Check the dash lights and gauges. Turn on the headlights, four-way flashers, and interior lights. Open the front and rear doors. Set the head sign. Check the condition of the driver's controls
- Walk around the bus and check the headlights, clearance lights, brake lights and turn signals. Check tires for tread depth (4/32 in the front, 2/32 in the rear – no recaps or retreads on the front tires)
- Check the passenger compartment to see if the seats are clean and secure. Check the floor for cleanliness and for any slipping hazards. Check that the passenger buzzer works. Check the stairwell lights and check the steps for cleanliness
- Check the brake system

Overcoming Operational Issues

As the incumbent provider for Fort Bend County Public Transportation we are acutely aware of what it takes to provide these services. While we continually strive to exceed your expectations, we also know there are challenges that must be mitigated to do so.

TABLET CONNECTIVITY



As we recognize that connectivity has caused problems with the current tablet solution, First Transit will provide new, data-plan based Samsung tablet computers to improve connectivity and the ability to better monitor service in real-time. These 8-inch tablets will connect to the Trapeze Novus system, providing benefits to dispatch, driver communication, safety, trip editing and more.

In a pilot testing of two of the tablets in the Fort Bend service area conducted by First Transit staff, none of the common connectivity issues occurred. As

SAMSUNG

we strongly believe in the value this tool will bring to the operation, First Transit proposes to provide these tablets at no additional cost to the County.

The durable Galaxy Tab E tablets include an 8-inch screen and a long-lasting 5,000 mAh battery. They have a Quad-Core (1.2GHz) processor.

GAPS IN SERVICE

Bunching that causes gaps in service are identified primarily by dispatcher monitoring. Technology tools lessen the load on field supervisors (and in some cases the staffing requirement for supervisors) and allow more efficient scheduling of supervisory and management staff to the most critical areas.

IN-SERVICE FAILURES

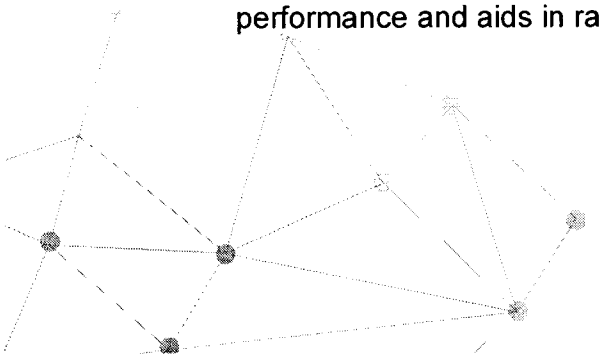
Although First Transit takes pride in our preventative maintenance program, issues do arise that require us to respond to vehicle breakdowns. With more than 60 years of transit experience operating fixed-route service, we feel confident in our ability to handle any type of breakdown.

Field supervisors are the first responders to breakdowns, and ensure that service is not excessively interrupted. Using a replacement bus leaving the facility, or "picking up" the trip with a bus that would otherwise be returning to the facility helps to quickly restore service for the passengers.

Our Maintenance Manager continuously tracks road calls and repeat mechanical failures. Through this information and First Transit's preventive maintenance program, we aggressively pursue issues and reduce the level of repeat failures. First Transit will continually improve our miles between road calls and immediately respond if disruptions do occur.

UNUSUAL TRAFFIC CONDITIONS

Our dispatchers providing feedback that helps drivers prepare for unusual traffic conditions on a route. This allows drivers to focus on changing road conditions, including increased traffic, planning for alternate routes, and even inclement weather. Interaction with dispatch is a valuable tool in preventing loss of performance and aids in rapid response to issues.



FARE DISPUTES

First Transit will discuss fare disputes and their resolution with Fort Bend County to ensure compliance with all established policies and procedures. Fare disputes are covered in initial training, and we discuss this issue periodically at our monthly safety meetings.

First Transit's procedures include that we ask passengers for the correct fare and notify dispatch if a dispute arises. At Fort Bend County's direction, the driver will attempt to resolve the issue. Informing the passenger of the fare price and reporting the incident to a dispatcher or supervisor usually resolves the dispute. If the passenger is still not satisfied, Supervisor or Manager meets the bus and discuss the dispute further with the passenger. Recurring problems from the same passenger may require a directive from Fort Bend County for further action.

BALANCING PRODUCTIVITY AND SERVICE QUALITY

Maximizing efficiency while maintaining quality customer services is a balancing act. First Transit knows the costs associated with paratransit/demand response services and works diligently to keep productivity high. That is why First Transit has developed best practices in all levels of the operation, from staffing to technology, to ensure efficiency. Recruiting and hiring the right people reduces driver shortages, reducing overtime, and reduces turn-over, so managers can focus on keeping the current employees instead of training new ones. The retention of quality employees raises customer service as customers enjoy seeing a friendly familiar face.

To ensure the Trapeze system's capabilities are maximized, First Transit's corporate Operations Team will perform twice yearly checks on all Trapeze modules to ensure scheduling parameters are properly set and meet changing service needs, should the County be open to it.

SAME-DAY SCHEDULE CHANGES

First Transit knows that staying productive and remaining flexible can be difficult, that is why we strive to have the right tools and people in place to adapt to changing schedules. When a customer cancels their planned trip on the day of, that alters the productivity for the day. Dispatchers re-work the assigned manifests using Trapeze to find the most efficient new schedules for Drivers.

Dispatchers contact Drivers to let them know their manifest has changed. The quickest way to do that is with tablets. The instant updating of the tablets alerts Drivers to a manifest change in real-time. Without them, the Dispatchers must call out over the radio to the Driver and give them the specifics of what has changed, significantly increasing the possibility of miscommunication. This is one of the reasons we believe improving the connectivity and reliability of the tablets is so important.

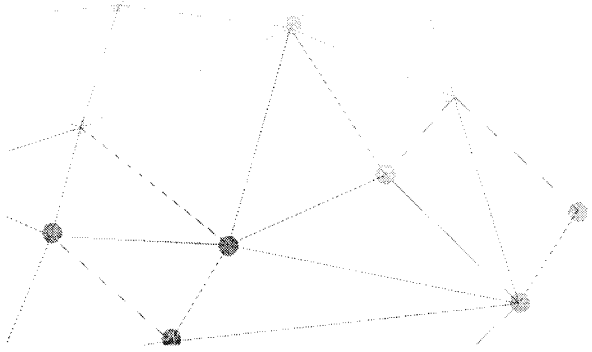
QUALITY CUSTOMER SERVICE

Working in the transit industry requires a specialized mindset; drivers need patience and compassion. First Transit recognizes the individual Drivers who build relationships with their customers, and supplies specialized trainings for exceptional customer care. These Drivers have the compassion and want to provide this valuable service to members of their community. Retention of these caring individuals is a top priority for First Transit. Additional information on our retention efforts has been included previously in this section under Staffing subsection.

We work hard to keep tenured Drivers for Fort Bend County by ensuring they feel like valued members of our organization. First Transit offers competitive wages and compensation packages to the Drivers for paratransit services. We recognize service excellence at staff meetings and through one-on-one peer review sessions. First Transit knows the value of retaining the right people and works hard to promote from within.

UNUSUAL TRAFFIC CONDITIONS

Supervisors and Dispatchers are in direct communication with each other and the Drivers to watch unusual traffic conditions. When slowdowns occur, Drivers receive notifications for the cause of the delay and instructions on alternative routes. Through their tablets, the Drivers will have automatic rerouting based on traffic conditions and other issues. The interaction between Road Supervisors, Dispatchers, and Drivers is a crucial factor in preventing loss of performance and keeping passenger satisfaction.



Operational Reporting

First Transit operates more than 335 contracts on behalf of our customers, most in the public transit industry. We have extensive experience managing accounts that are federally funded and subject to Federal Transit Administration (FTA) reporting requirements. As a result, we are highly proficient with the requirements of the Uniform System of Accounts (USA) and National Transit Database (NTD).

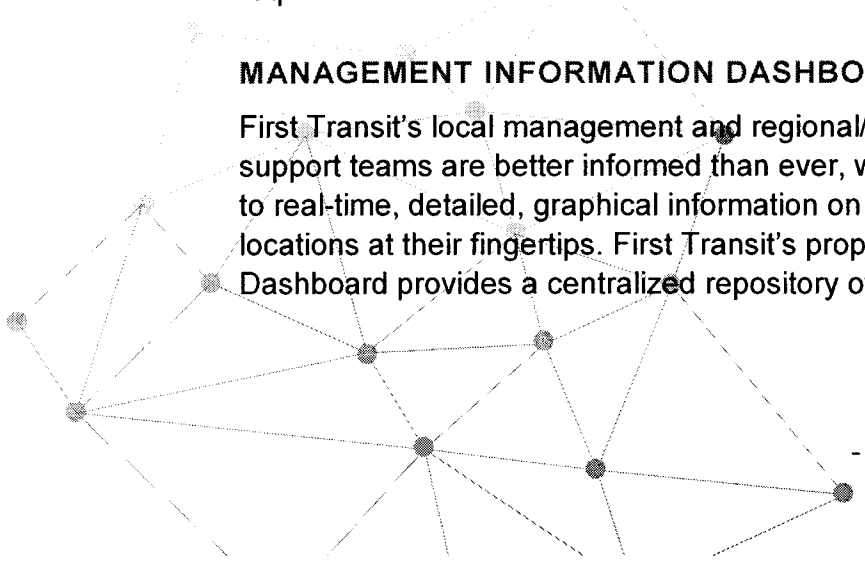
First Transit has established a series of reports to satisfy these needs and has developed processes and procedures to verify the integrity of the data being shared. Our Dashboard management information system (MIS) provides us with a wealth of operating data to generate reports. Specific management reporting activities include:

- Maintaining an effective MIS capability to assist in our Fort Bend County reporting efforts
- Gathering data from various sources
- Processing data for use in reports
- Measuring operations progress against established goals
- Preparing and distributing reports to responsible individuals
- Obtaining feedback to explain any variances and actions taken to correct them

Accurate, comprehensive reporting is critical to our internal communications, client communications, and federally mandated reporting requirements. Our standard reports, as well as those customized to meet Fort Bend County requirements, will include data gathering, method of data compilation and analysis, and the frequency of each report. First Transit will continue to provide Fort Bend with weekly, bi-weekly, monthly and quarterly operating reports, as required by the RFP. Upon contract award, we will review the content and format of these reports with Fort Bend County to ensure we meet all reporting requirements within the new contract.

MANAGEMENT INFORMATION DASHBOARD

First Transit's local management and regional/corporate support teams are better informed than ever, with close to real-time, detailed, graphical information on their locations at their fingertips. First Transit's proprietary Management Information Dashboard provides a centralized repository of field operational data and the

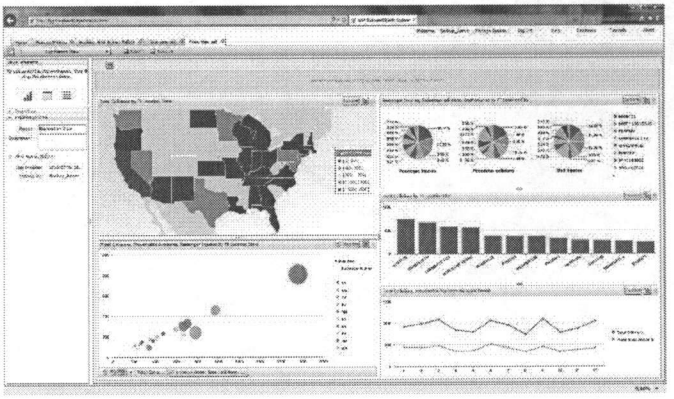


ability to display Key Performance Indicators (KPIs) for local management, district managers, regional vice-presidents and senior management in a user-friendly interface.

Providing our managers with the ability to truly know the current and historical status of their operations results in the ability to address issues quickly and more completely. The Dashboard allows management to make better and more informed decisions on the day-to-day operations of their systems, as well as plan for long-term operational improvements.

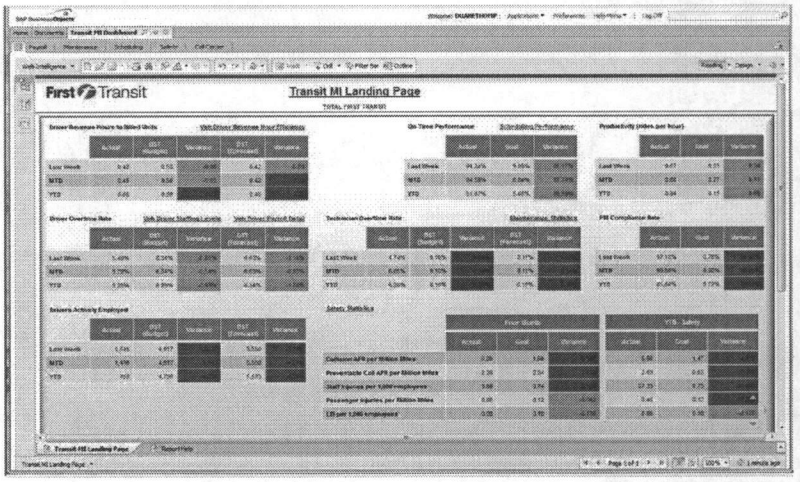
Loading Data

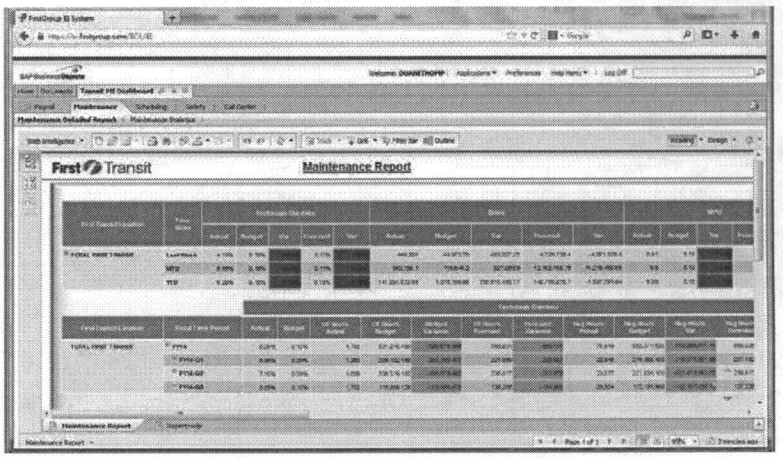
First Transit's Dashboard system was designed to provide flexibility. Operational data can be derived automatically from other existing systems, such as our FirstBase maintenance information system and payroll system. When automatic sources are not available, information may also be manually entered into the system.



Data is loaded automatically at a frequency consistent with the source. For example, information that is updated only monthly will not be uploaded in real time. Manual loads have a built-in approval process that allows for management approval prior to being published for reporting.

Functionality





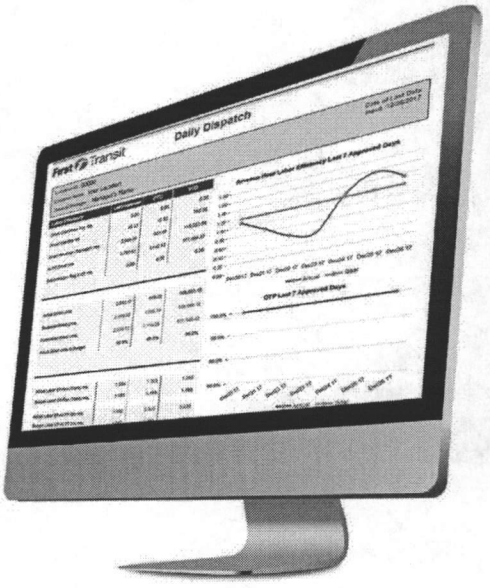
The Landing Page, which our managers will see immediately after logging in, serves as an overview of the system's status and contains a summary of Key Performance Indicators for the selected location, including color-coded actual values, budget numbers and goals. Managers can personalize areas of importance to their location for immediate access to statistics on issues that are important to the management of their specific operation. An example of a typical landing page is included to the right.

From the landing page, managers can navigate easily to more specific, detailed reports, such as the maintenance report pictured below. With the Dashboard, accurate current and historical information can be viewed conveniently and easily.

PERFORMANCE DATA DELIVERED DAILY

First Transit knows that tracking our performance on important Key Performance Indicators (KPIs) is one of the best ways to measure our success in providing the Fort Bend County Public Transportation services. That is why we created the Daily Dispatch, and email automatically generated and sent to all General Managers every morning. Now the information they need to understand and analyze daily operational performance is right at their fingertips.

General Managers get busy, and do not always have the time on a day-to-day basis to go through the wealth of information available to them in the Dashboard. The Daily Dispatch reports on five critical KPIs in an easy to read snapshot. It includes:



- **On-Time Performance**-including target, average, and actual numbers, showing trends over time
- **Labor Efficiency**- actual overtime versus budgeted
- **Driver Staffing Target -** ensures GMs know just how many drivers are needed to cover service each day
- **Drivers in training**-how many new driver candidates are in the pipeline
- **Preventative Maintenance**- available vehicles, vehicles due for service, and percentage of preventive maintenance completed on time

Every day the General Managers enter information into the Dashboard Daily Activity form. That information is the basis for the Daily Dispatch, which presents statistical data in an easy-to-use format. The Daily Dispatch helps GMs spot trends to help them with forecasting service week-over-week and month-over-month. This allows them the ability to catch potentially negative trends before they become problems.

Fare Processing and Management

First Transit's fare processing and management ensures that every aspect of fare collection, counting, reconciliation, and transport is accurate and secure. We establish strict procedures for the security of fares, in coordination with Fort Bend County, to maintain accountability and the highest operating standards. Prior to hiring, background checks are conducted on all personnel, including those performing duties involving access to revenue.

As the incumbent provider, we have a current fare processing policy in place for our Fort Bend County location, this has been included as Attachment to this proposal. Upon contract award, First Transit will work with the County to review and revise this policy as necessary for future operations.

FARE COLLECTION

First Transit knows the importance of accuracy and will continue to provide detailed information to Fort Bend County for all fare collection. Our fare report details revenue collection and management data to include:

- Revenue collected (includes cash and other fare media)
- Revenue reconciled
- Daily deposits
- Daily cash summary sheets

Our revenue collection and reconciliation procedures minimize the potential for abuse, keeping operations accurate. If losses are identified during reconciliation, we act immediately to identify the source of the loss and apply appropriate measures to correct the situation.

Fort Bend County's fare revenues are a crucial component of our operation. Fares will be charged to passengers as specified by the County. All revenues received are controlled and accounted for in accordance with standard cash handling, fare retrieval and accounting practices. We will ensure that all monies are transported to Fort Bend County-designated bank facilities in a secure manner.

We regularly conduct audits throughout our revenue collection and management systems. These audits include:

- Operator sign-in – Driver accountability will be tracked and monitored throughout the farebox revenue collection process.
- Auxiliary farebox/Jammed farebox vaults – We closely monitor and review all procedures and controls concerning the handling of any farebox malfunctions.
- Security key control – Vault keys are inventoried and controlled at all times.
- Vaults accountability – All vehicles and vaults are accounted for through a detailed tracking process.

COUNTING PROCEDURES

The following procedures are in place to count and secure daily fare collections.

- Open safe, obtain keys, and unlock bin used to receive and safely store revenue.
- Set up coin sorter and place coin bags on sorter.
- Set up computer, enter current date, ID code, and account number.
- Empty bills, tickets, and coins from bin.
- Start coin counter and place coins in counter.
- Band all bills into stacks of twenty-five dollars per bundle.
- Bank deposit slip is completed and placed with the currency into a locked red bag.
- Bank deposit slip is completed and placed with counted coins into a sealed bag.
- After fares are counted and deposit slips are prepared and bagged, lock all revenue into safe.

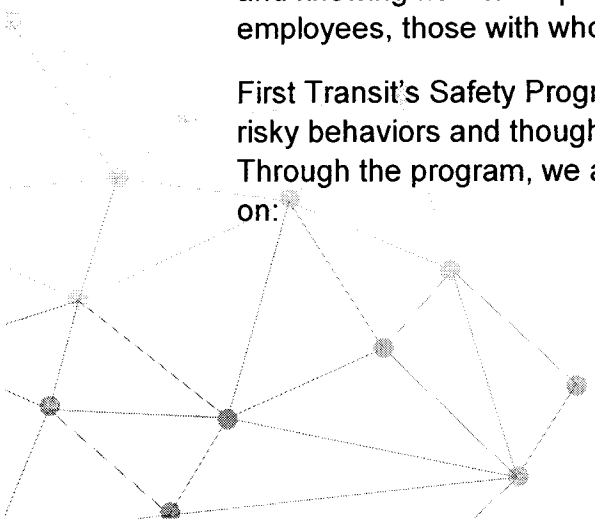
AUDITS

Our Internal Audit team conducts revenue-control audits on a random basis to confirm that controls are in place and operating properly. We check that cash fares are secure from the time they are received from the passenger until they are deposited into the bank. Auditors also confirm that the count room is secure, all keys are secure and accounted for when not in use, dual-custody of cash fares exists during the counting process, and that comprehensive reconciliation is taking place each month.

First Transit's Safety Culture

Safety is not simply found in a set of policies and procedures. Safety comes from conditioning proper thought processes and behaviors, preparing for situations, and knowing how to respond in ways that protect the well-being of our employees, those with whom we work, and those we serve.

First Transit's Safety Program encourages all First Transit employees to replace risky behaviors and thought processes that jeopardize safety in the workplace. Through the program, we are striving to build a cultural identity that is focused on:



- Rewarding improvements in both individual and team performance
- Encouraging group safety awareness activities
- Recognizing and rewarding personal safety longevity

If you cannot do it safely, don't do it!

This is First Transit's core philosophy. Safety is at front of mind at all times.

From management to operations, safety is the number one value of every First Transit employee. Our program was initiated to minimize risky behavior for the greater good of each person and our entire team. No priority or perceived priority should be pursued without following safety standards.

We emphasize this safety culture in our employee recruiting, selection, orientation, training, education, and management support. Our drivers, mechanics, and other employees are expected to look out for the safety of the passengers we transport each day. That same protection is given to our coworkers, those that depend on each of us to do our jobs without shortcuts that can cause injuries. Safety is continually stressed and reinforced throughout our day-to-day operations, in our employee reviews, and at every management and employee meeting.

BeSafe – Safety Leadership Program

The BeSafe Safety Leadership training program focuses on changing the compliance culture through engagement to tap into employees' discretionary effort. Our program design focuses on use of positive reinforcement to build safe operational practices. To do that, we improve the knowledge, foresight, awareness, judgment, and skills of our employees to encourage preventive approaches to safety.

General Manager Yevette McNeese, Operations Manager Samantha Hoelscher, Maintenance Manager Ken Kerbaugh and Safety, Security & Training Manager Dantoine Churchman have all completed First Transit's BeSafe training, as well as several other Fort Bend supervisors and dispatchers. They have shared the principals and practices of the training with the entire team in Fort Bend.

At-risk behaviors lead to negative consequences (e.g. reprimands). Safe behaviors only result in avoiding negative consequences. There are side effects of negative reinforcement and punishment including low morale, low productivity, decreased volunteerism, increased turnover, and suppressed reporting of incidents and near misses. The positive reinforcement approach recognizes safe behaviors through catching people doing it right. Positive reinforcement strengthens behavior so safe behaviors will happen more often. As momentum builds, so does the discretionary effort employees put into their jobs. Safety performance improves as does the passenger experience overall.

The BeSafe Program is incorporated into manager and supervisor training through hands on, interactive training by certified Performance Management Consultants, further supported by additional online learningmodules. The training helps managers identify how their own everyday behaviors, and those of their team to influence safe behaviors and overall safety for the clients and communities we serve.

Led by location managers and supervisors, BeSafe encourages safety conversations to promote employee accountability to achieve safety. As frontline leaders, the managers and supervisors implement skills-based training to shape, promote, and maintain positive safety behaviors. BeSafe reinforces our group-wide safety goal of Zero – this means zero accidents, zero injuries, and zero fatalities.

The BeSafe Program ensures our employees:

- Understand the behavioral causes of safe and at-risk behavior and how to create the optimal conditions for safety
- Develop proactive safety practices, measure performance, and improve safety behaviors
- Are confident in their skills to have consistent and quality safety conversations
- Uphold a measurable three-point framework for safety conversations – plan, touch-point, review
- Use the insight and data from safety conversations to make and influence better safety decisions

First Transit focuses beyond simply changing our safety processes and systems toward fundamentally changing our day-to-day safety habits and behaviors. As

leaders, managers play a critical part in this process through daily interactions with employees to encourage, reinforce and influence good safety behaviors.

DriveCam SV2

First Transit is proud to offer its partners the newest technology on the market. Through our relationship with Lytx, we can now offer the DriveCam SV2. This latest model of DriveCam's proven technology will bring features previously unavailable in a single platform.

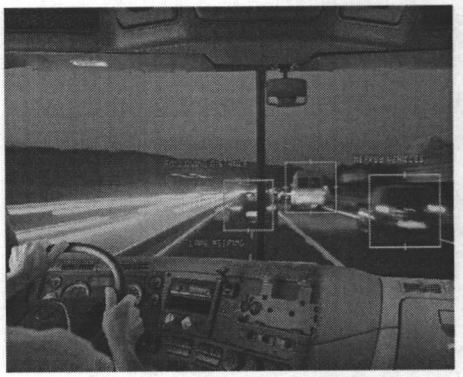
DriveCam is an on-board camera audio/video data recording system that records when events happen – accidents, aggressive accelerations, or sudden stops and hard cornering. Once triggered, the system records video and audio information that took place several seconds before, during and after the event both inside and outside the vehicle. DriveCam SV2 has the option for extended or continuous video recording if the driver or dispatch choses. This video is automatically stored in cloud based DVR and uploaded to DriveCam for further review.

This innovative system is designed to reduce the risks involved in driving by giving feedback on **both exemplary driving behaviors and behaviors that need improvement**. The system helps to ensure that each driver continually practices safe driving behaviors every moment while behind the wheel.

DriveCam personnel analyzes, reviews, and scores uploaded videos and sends them to First Transit safety personnel who uses the scores to facilitate one-on-one coaching for specific drivers. Coaching includes a review of the event video, discussion, and feedback on the exhibited driving behaviors. This allows the driver to see driving behaviors that need improvement and to focus on changing these behaviors into positive driving habits. First Transit's Safety, Security & Training Manager can access the videos without waiting on DriveCam for immediate review of an incident and will provide Fort Bend County access as well.

DriveCam SV2 has added benefits to both the County and the drivers. SV2 is the only system that is a solution for proactive driver warning and when paired with incident documentation and training resources it is a beneficial comprehensive system. SV2 now triggers for:

- lane departures
- forward collisions
- lane adherence
- speed violations (with posted speed)
- rolling stops



It is the only First Transit, Inc. system to have remote cloud-to-cloud triggers enabling events to be triggered by a dispatching or CRM system. DriveCam integrates seamlessly with third-party cameras.

DriveCam also provides **more protections for our passengers as well as our drivers**. Drivers can use a manual activation switch on the DriveCam unit to capture events on board the vehicle such as:

- Record the actions of violent or abusive riders
- Record the drivers' handling of troublesome situations on-board
- Document unusual situations for later review by Fort Bend County and First Transit staff

BE SAFE ACCIDENT AND INCIDENT PREVENTION

Active Caring

Active Caring makes sure that injury prevention drives our day-to-day management activities. It is based on remembering at all times that "If you cannot do it safely, don't do it." Active Caring is gaining the courage to have safety conversations, performing safety tours, risk assessing for your sake and others, and taking a "brother's keeper" approach to safety by encouraging others to adhere to safety principles at work, just as they do at home.

Performance Management

Performance Management requires our managers to take an active role in helping achieve our goal of zero collisions and zero lost-time injuries. Safety must drive the decision-making and guidance provided by our managers. Our managers are the force that puts our safety policies, procedures, laws and regulations into practice, and they are responsible for measuring the performance of our staff against our goals.

Although we will always continue to evaluate our safety performance via Key Performance Indicators, performance management is a more proactive way of modifying unsafe or potentially unsafe employee behaviors before accidents or incidents occur. We are increasing developing new methods to measure and identify indicators of potential behavior issues we proactive behavior modifications can take place.

Continuous Improvement

Continuous Improvement is critical for reaching our zero goal. Safety is not a one-time occurrence. It is part of our culture and everything we do today, tomorrow, and every day we come to work. Our safety standards and best practices are continually updated with input from industry safety experts, fellow industry leaders, and our front-line employees. We analyze safety trends to identify corrective patterns, then incorporate changes to improve our overall performance. First Transit leverages its vast experience nation-wide and the experience of our sister companies across the globe to develop best practices in safety, identify trends and develop action plans.

Moving Ahead for Progress in the 21st Century Act (MAP-21)

First Transit has already put MAP-21 in action and incorporated Safety Management Systems (SMS) principles into our culture. We have and will continue to be ahead of the game in terms of local, state and federal regulations and FTA requirements regarding safety programs and procedures. Our SMS and System Safety and Security Plan combine established systems safety engineering principles with advanced organizational management techniques. Our SMS supports continuous improvement in safety performance through a positive safety culture founded on four basic principles:

- Safety policy
- Safety risk management
- Safety assurance
- Safety Management Systems (SMS)
  - Encourages managers and employees to work together to identify hazards and act in concert before system failures occur. (Our Injury Prevention Database)

- Everyone is held accountable making sure we deliver positive safety results.
- Is about making the system safer for everyone. (If you cannot do it safely, don't do it!)
- We empower our employees to assess their own safety risks and prioritize the risks.
- Our safety principles and practices are already in place, integrating human factors and human performance management into existing maintenance, training, and hazard management processes.

We take pride in our approach-involving and share our knowledge among the public, transportation agencies, state agencies, and the FTA.

First to Zero

When safe behavior becomes instinctive, quality of life improves, working conditions are more favorable, and collisions and injuries are reduced. As part of our extreme focus on safety in the workplace, we have initiated a **First to Zero goal**, which means we will strive to **achieve zero collisions and zero lost-time injuries**.

As we strive to reach First to Zero, we will build on the accomplishments we have already achieved. Our key safety actions for the current year include:

- Expanding the usage of Smith System driver safety training across all businesses
- Implementing campaigns designed to prevent passenger injuries related to slips, trips, and falls
- Championing the National Safety Council's campaigns around teen driving, distracted driving, and safe communities
- Implementing actions to prevent injury when handling passengers, wheel chairs, baggage and freight
- Provide training on dispute resolution to preventing assaults by difficult passengers

First Transit's System Safety and Security Plan

Our System Safety and Security Plan (SSSP) is based upon federal safety regulations and describes the standards in place for driver and maintenance

employee hiring, training, vehicle safety, and record keeping. Our SSSP is divided into six core areas of focus:

1. Employee selection
2. Employee training
3. Substance abuse testing and education
4. Safety maintenance
5. Security awareness
6. Accident and safety data acquisition

Below is a broader description of each SSSP Core.

CORE 1 – EMPLOYEE SELECTION

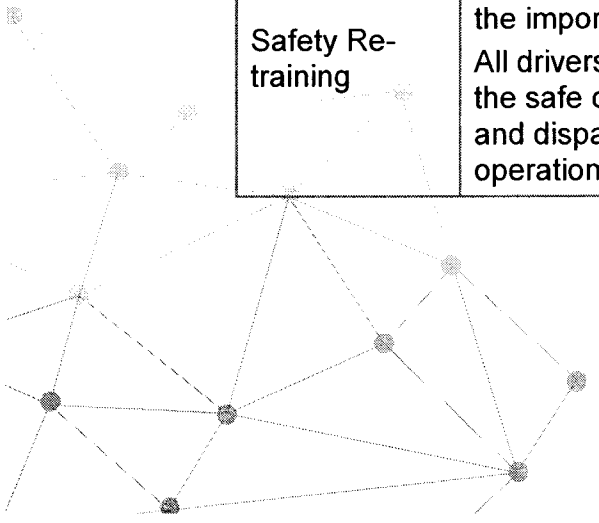
Working for First Transit requires a sense of commitment and dedication to safety that is not found in other companies. We insist that our employees be committed to safety, reliability and customer service. To ensure this happens, we use predictive data and a thorough evaluation process when selecting new employees. We require a safe driving record, past employment verification, a criminal background check, motor vehicle record review, employment eligibility verification, and a drug screen.

CORE 2 – EMPLOYEE TRAINING

In support of our security plan, our training programs are focused on safety and security. Below is a brief overview of the kinds of training we provide our employees.

Training	Description
Driver Training	The new driver education and training process provides learning opportunities in two areas of focus – classroom (knowledge-based) and behind the wheel (skills-based). First Transit's certified instructors teach all training. Classroom and behind-the-wheel (BTW) training for new drivers includes programs based on TSI and Smith System modules.
Certified Instructor Program	We combine our own instructor certification program with the Transportation Safety Institute's (TSI) certification program to create a standard training initiative that is built on industry-leading quality and excellence. Our certified trainers provide competency-based job-related training.

Training	Description
	All TSI-certified instructors are registered with the Department of Transportation (DOT), which provides unmatched training regulation and compliance. In addition, our instructors also are certified by the highly reputable Smith System Driver Improvement Institute.
Ongoing In-Service Training	We provide ongoing in-service training to help our drivers keep their skills up to date. Drivers participate in mandated annual safety meetings and periodic safety awareness campaigns that provide detailed instruction on defensive driving techniques and other safety-related issues. Both regularly scheduled and random road observation checks evaluate our drivers' compliance with policies and procedures and rate their overall proficiency. In addition, every driver is required to undergo a ride-along evaluation once every 12 months with a certified trainer.
Collision Retraining	Drivers involved in collisions are required to take part in our collision-retraining program. Certified instructors lead the two-hour classroom and behind-the-wheel retraining course that focus on identifying root causes and contributing factors when collisions occur. Once causes or contributing factors are determined, we retrain drivers to correct issues such as improper backing or improper mirror use.
Safety Training	Every module in our driver training programs have an underlying theme of safety. Training modules such as Vehicle Familiarity, Vehicle Maneuvering, Service Area Familiarization, Passenger Assistance Training, and Defensive Driving are specifically designed to provide drivers with the knowledge they need to operate revenue vehicles safely.
Safety Re-training	Mandatory monthly safety meetings for the Fort Bend County service will include topics of local importance and will reinforce the important position that safety occupies on the job. All drivers receive routine and continuous in-service training on the safe operation of revenue vehicles. Additionally, drivers and dispatchers receive annual refresher training on safe operations.



Training	Description
	This process will also include identification of "high interest" drivers and appropriate behavior modification efforts to proactively improve safety habits.
Safety Discipline	We have strict operating regulations regarding safety and injury-prevention measures. We focus disciplinary action on the incident, not the severity of the outcome. Any employee who demonstrates a disregard for safety is held accountable for his or her actions, since unsafe performance can result in an escalation of risk. Repeated violations will result in termination.

Safety Training Partners

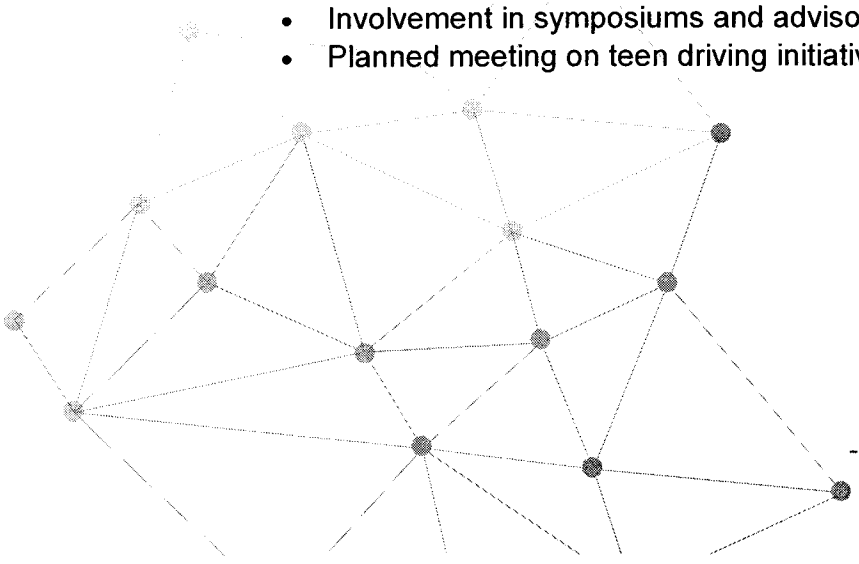
We have partnered with many of the organizations that drive industry-wide instructional standards and programs to help develop our own safety training needs. We rely on their experience, research, and continual program updates to help us stay on the leading edge of employee training.

National Safety Council

The National Safety Council's (NSC) mission is to save lives by preventing injuries and deaths at work, in homes and communities, and on the roads, through leadership, research, education and advocacy.

Working with NSC, we have adopted the following initiatives to help achieve our own injury prevention goals:

- NSC membership and training
- Participation in the NSC Congress & Expo panels and technical sessions
- Participation in NSC's Safe Communities America program
- Involvement in symposiums and advisory roles
- Planned meeting on teen driving initiatives



- Development of FirstGroup's 2008 Cell Phone Policy (total ban)

Smith System Driver Improvement Institute

Our preferred driver-training program incorporates the Smith System of Defensive Driving program. The focus of this class is hands-on, behind-the-wheel learning in actual driving environments. Smith System classroom training includes:

- Common factors that cause collisions
- Smith System's Five Keys to Space Cushion Driving
- The 5 Keys plan to avoid backing collisions
- Use of important traffic information to gain an advantage
- Isolate and insulate the vehicle in traffic
- Forecast the probable activities of other drivers
- Reduce fuel consumption
- Reduce vehicle maintenance costs

Prestigious Safety Recognition

The NSC selected FirstGroup as the recipient of the 2009 Green Cross for Safety Medal. To this day, FirstGroup is the only ground transportation company to receive this important award recognizing companies committed to improving safety and health in the workplace and the community.

Transportation Safety Institute

We use the Transportation Safety Institute's (TSI) professional modules for our TSI instructor-training program, and for our training on customer service with regard to passenger assistance and ADA issues.

National Transit Institute

Our passenger, facility, and vehicle security programs are based on industry-leading security standards, including:

- Public Transportation System Security and Emergency Preparedness Planning Guide (published by the US Department of Transportation)
- Transit Security Handbook
- Transit Security Procedures Guide
- National Transit Institute's pocket handouts

- Employee Guide to Workplace Violence – Prevention, Response, and Recovery
- Employee Guide to System Security – Observe and Report

NTI's Multimodal Transportation Planning courses support the following standards:

- Transportation Equity Act for the 21st Century
- Intermodal Surface Transportation Efficiency Act of 1991
- Clean Air Act Amendments of 1990
- SAFETEA-LU, and their regulations and support of the good practice of multimodal transportation planning

CORE 3 – SUBSTANCE ABUSE TESTING AND EDUCATION

First Transit, the Federal Transit Administration (FTA), and the US Congress have determined that alcohol abuse and illegal drug use pose specific dangers to the safety and welfare of the nation. Furthermore, the FTA has specifically stated that the use of alcohol and illegal drugs significantly affects the performance of individuals involved in the mass transportation industry. Because of the risks to employees, passengers, and the community at large, it is our policy – and that of the FTA – that safety-sensitive employees be free from the influence of drugs and alcohol. Please see our specific Substance Abuse Testing and Education included as an Attachment to this proposal.

CORE 4 – SAFETY MAINTENANCE

All maintenance personnel are trained in shop safety, OSHA standards, vehicle maintenance, driving techniques, and safe driving. Employees are continually evaluated and tested throughout the training program. Those who do not demonstrate the required level of proficiency are provided additional training or are removed from training.

We audit our training procedures to verify that all policies are enforced to prevent incidents, collisions and injuries. Safety audits include government level auditors from FTA, OSHA, DOT, and third-party auditors. We also provide our own internal corporate auditors and local on-site safety auditors. From First Transit's director level and above, each auditor is responsible to do a spot check safety tour at least 12 times a year at any given location.

CORE 5 – SECURITY AWARENESS

We are keenly aware of security threats that exist in our current culture. Our management and staff are trained to closely scrutinize the security of our buildings, facilities, and vehicles at all times, promptly reporting of any inconsistencies or identifiable threats.

Protecting our facilities takes more than fences, security cameras, and proper lighting. Our approach to protecting our facilities includes an overall sense of awareness on the part of our employees. Our staff is responsible for securing all facilities and maintaining a heightened sense of awareness at all times.

All visitors, vendors, and suppliers who enter our facilities should be carefully scrutinized. Although we want to maintain a reasonable level of trust in those who do business with us, our employees recognize that any person who enters a facility on a temporary basis has the potential to be a security risk.

Transit Authority of River City (TARC) – Louisville KY

CASE STUDY

CHALLENGE: When First Transit took over the TARC contract from a competitor, the safety statistics were surprising, to say the least. With 80% incumbent drivers, First Transit took on the challenge of improving safety as quickly as possible.

OUTCOME: Through focused retraining and numerous safety campaigns, the TARC location saw a 60% reduction in accidents and incidents over a five-month period from the previous year.

Our TARC location received First Transit's company-wide Safety Award for their dedication and incredible improvement in such a short time.

First Transit

CORE 6 – ACCIDENT AND SAFETY DATA ACQUISITION

Our regard for the safety of our passengers and staff is paramount. Any injury, collision, or incident involving a First Transit driver will be investigated to determine cause and responsibility. Investigations are performed in any situation when a vehicle is damaged, a vehicle leaves the traveled roadway, or a passenger or driver is injured.

If a driver is involved in a preventable injury or collision, he or she is placed on administrative leave pending the outcome of the investigation. All investigations

are conducted by unbiased management personnel. At the conclusion of the investigation, appropriate action is taken, which may include a written warning, retraining, a suspension, or termination. If a settlement is necessary, we coordinate the efforts of insurance companies, maintenance personnel, and our management to ensure that we reach a prompt, equitable agreement that protects the interest of First Transit and our clients.

First Transit's Comprehensive Maintenance Plan

Protecting Fort Bend County's Investment and Ensuring Fleet Reliability

With over 60 years in the transportation business industry, operating and maintaining a wide range of transit buses and vehicles, First Transit has found the best fleet practices to ensure safe and reliable vehicles, and has created the most innovative solutions to support our maintenance approach. At First Transit, we take immense pride in our well-earned reputation for high-quality vehicle maintenance and our commitment to enhancing the safety, reliability, and cost effectiveness of our operations by taking excellent care of the fleets we service.

Together, FirstGroup America takes responsibility for the safe operating condition and asset lives of over 110,000 vehicles and equipment, making our industry-leading company an exceptional partner for the maintenance of the Fort Bend County fleet. Nationwide, First Transit manages and uses more than 13,000 vehicles, in addition to our First Vehicle Services' division performing direct maintenance on 36,000 vehicles.

Our successful Maintenance Program increases miles per road call on First Transit-maintained fleets with a commitment to strive for 100% compliance with all preventative maintenance. Within our Fort Bend County Maintenance operation, we have achieved 100% PMI compliance over the past year as well as ASE Blue Seal Certification and Bronze LEAN certification. In our comprehensive program, most of the maintenance performed is scheduled work, improving the customer experience, and saving our clients' money. We are committed to taking the best care of the fleets we maintain, extending their useful life, and making sure that Fort Bend County gets the most out of your investment.

First Transit's comprehensive and effective maintenance plan includes:

Ideal Location

First Transit's maintenance location is only steps from the County's operational facility. We have a lease for the facility until February 2019, which can be extended if necessary.

Keys to Maintenance Excellence	
Rigorous Preventative Maintenance Inspections	Tailored preventative maintenance services, based on OEM recommending service intervals, for Fort Bend County's fleet's needs. Our Maintenance Managers make completion of preventative maintenance on schedule their top priority.
Preventative Maintenance Scheduling	First Transit's FirstBase Maintenance Information System schedules preventative maintenance for each vehicle. Should Fort Bend County desire, we will give you access to this system for complete transparency of our maintenance program. We will continue providing the County with weekly updates.
Results-Driven Management	Our Maintenance Manager, Kenneth Kerbaugh, has 20 years of maintenance experience and ensures an effective and efficient maintenance program for Fort Bend County. He is supported by region and corporate experts in vehicle maintenance.
Effective Communication	Our Paperless Shops streamlines communication in the maintenance department, equipping our technicians with

Keys to Maintenance Excellence	
	tablets so job assignments and recordkeeping are seamless. They have access to essential information like vehicle specifications, work history, manuals, etc., at their fingertips.
ASE Blue Seal Shop Certification	FirstGroup America has over 124 ASE Blue Seal of Excellence Certified Shops, more than all our competitors combined. **As a model maintenance operation for First Transit, Fort Bend County achieved ASE Blue Seal certification in 2017.**
LEAN Shop Recognition	Lean Maintenance Practices and 5s Processes are methods to improve overall effectiveness and reduce costs by targeting strategic maintenance areas. **Currently a Bronze LEAN shop, we are committed to obtaining Silver LEAN certification for our Fort Bend County maintenance facility within 2019.**
Roadcall Management	First Transit sends a trained technician when a vehicle experiences any type of service failure. Our priority is returning safe service to any impacted passengers.
Comprehensive Skills Assessments and Customized Training	Each mechanic has a customized training program developed by Cengage. First Transit places an emphasis on technicians becoming ASE certified. We pay for our technicians' training and testing, and compensate them with hourly bonuses for certification. This customized training ensures that the maintenance staff can troubleshoot effectively, and it increases productivity because they make repairs right the first time.

In every First Transit location across the globe, where we care for fleets of diverse sizes from just a few vehicles to hundreds of vehicles, we supply our passengers and clients with expert care and detailed attention that comes with being the best in the business.

Preventative Maintenance Program

The backbone of First Transit's maintenance operation is our strong Preventative Maintenance (PM) Program. Proper PM will protect Fort Bend's capital

investment in the fleet, keep the available fleet operational, and provide a prominent level of safe, reliable transportation to our passengers.

To ensure accurate and reliable data, we use:

- **FirstBase equipment management system** that enhances equipment management capability. FirstBase is a system focused on properly structured information to improve the quality and productivity of equipment services.
- **Tablets equipped with our Paperless Shop program**, allowing technicians to access a vehicle's history, updated maintenance procedures, and all required forms at their fingertips

PREVENTATIVE MAINTENANCE INSPECTION

Every First Transit vehicle undergoes thorough PM inspections to be in top condition. Routine inspections and necessary repairs follow all OEM specifications.

Per Fort Bend County's requirements and vehicle manufacturer suggestions, we categorize PM inspections into four designations: **A, B, C and D inspections for the Fort Bend Public Transit Fleet**. Our intervals and procedures for the Fort Bend County service follow:

Commuter Bus Intervals

Commuter Bus PM inspections are completed every 5,000 miles in the following sequence:

Inspection	Details
A	Oil and oil filter, fuel filter, as well as thorough inspection, including tires, steering, brakes, suspension, wheelchair lift inspection, Interior
B	A-inspection plus air filter, crankcase filter, A/C filters and other checks
C	A-inspection plus transmission fluid and transmission filter and other checks
D	A-inspection plus change P/S fluid and differential fluid

Demand Response Vehicle Intervals

Demand Response PM inspections are completed every 3,000 miles in the following sequence:

Inspection	Details
A	Oil and oil filter, fuel filter, as well as thorough inspection, including tires, steering, brakes, suspension, wheelchair lift inspection, Interior
B	A-inspection plus air filter, crankcase filter, A/C filters and other checks
C	A-inspection plus transmission fluid and transmission filter and other checks
D	A-inspection plus change P/S fluid and differential fluid

THE PREVENTATIVE MAINTENANCE PROCESS

First Transit encourages all employees who have contact with vehicles to be a part of our preventative maintenance process. Utility workers and other workers who have daily contact with vehicles check vehicles for any potential maintenance needs. By finding issues during service inspections, First Transit ends last-minute repairs that can result in service delays.

PM Tasks

Our technicians ensure all systems are in safe operating condition before a vehicle enters service. The PM process includes, but not limited to, inspecting any necessary repairs to the following systems:

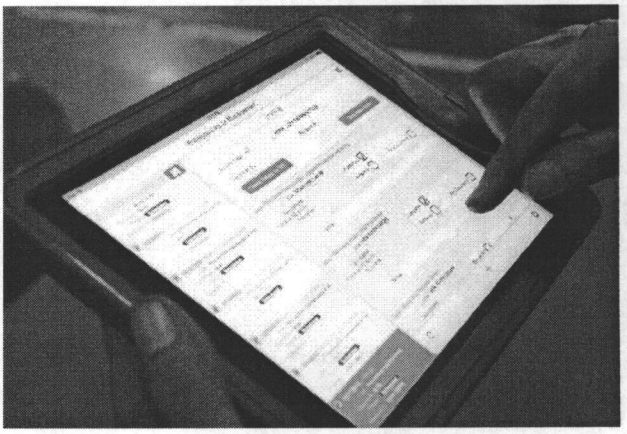
- **Air Conditioning and Heating**: The entire system undergoes detailed inspection and cleaning to ensure performance prior to peak air conditioning and heating seasons. We follow all applicable regulations, including those outlined in the Clean Air Act of 1990.
- **Brake Systems**: Any defects or other safety-related system issues are corrected with OEM quality parts and tested prior to service.
- **Tires**: We only use branded tires (Michelin, Bridgestone, and Bandag) and retreads on our vehicles. The PM process for tires includes (as

necessary): tire mounting and dismounting, wheel inspection, wheel and tire installation, in-shop tire and wheel installation, and tire tread depth inspections.

- **Wheel Chair Ramps and Lifts**: Technicians lube the lift and perform a comprehensive inspection of the entire system, including the platform, sensors, barrier, securement devices, and controls, paying attention for structural deficiencies and hydraulic leaks. Drivers cycle all lifts and ramps daily before vehicles enter service.
- **Fluid Replacement and Lubrication**: We perform all lubrication, oil, and filter change intervals per OEM and Fort Bend County specifications. Additionally, we regularly check engine oil, transmission fluid, coolant, and differential fluid levels.
- **Communication Systems**: We remove any unit not working from service at once. We repair defective units under warranty by a manufacturer-approved shop to adhere to warranty requirements. Qualified vendors or employees repair items no longer under the manufacturer's warranty.

After the PM inspection is complete specialized technicians receive assignments for any necessary follow up repairs. Vehicles return to revenue service after a technician completes all follow up repairs

PAPERLESS SHOP



First Transit offers an innovative approach to the typical maintenance workflow through our **Paperless Shops** initiative. In a typical shop, a paper work order is on average touched 10 times before maintenance resolves the issue. Our paperless shops streamline the process by offering all forms, work orders, and tasks via tablets.

- Employees can document preventative maintenance inspections and record maintenance functions and work orders from anywhere in the shop on tablets.
- Tablet usage facilitates correct documentation by storing the data directly into FirstBase. This is a quicker way to fill out forms and ensure the accuracy of information for future repairs and client reporting.

- Complete all follow up work orders from the tablet, ending the need for extra forms and processing time.
- Parts are pre-assigned to jobs and technicians can easily sign out parts on the tablets, which helps in inventory control and creates a seamless process for inspections and repairs.
- Supervisors plan their work based on KPI data loaded onto the tablets from FirstBase, showing them average work time and the number of vehicles out of service, awaiting parts, and other key factors for daily scheduling.
- Technicians get tasks assigned via tablets. By reviewing their days' work assignments on the devices, allows technicians to check-in for the day and easily see schedule changes as they occur in real time.
- Technicians log into specific jobs and log out when finished, giving exact time logging for each task.

Paperless Shops

"The benefit of having the tablet is being more organized and easier navigation through activities. They also make it easy to read other technician's notes which makes me more productive as a technician." – Jeremy Barrett, Technician at our location in Tempe, AZ.

DRIVER VEHICLE CONDITION REPORT

The daily vehicle inspections conducted by our drivers are critical to achieving and maintaining First Transit and Fort Bend County standards of excellence. We emphasize the importance of the operator's role within the maintenance process in driver training and refresher courses. The operator's responsibilities include:

- The pre-trip inspection and the legal requirement to complete the daily vehicle inspection accurately
- The documentation of any abnormal noise, vibration, or smell during operation recorded in the driver's report
- The post-trip inspection, completed as the operator shuts down the unit and does a final interior and exterior inspection

If a vehicle fails its pre-trip inspection then on-site maintenance staff will come assess the vehicle prior to pull-out. Maintenance will notify dispatch if the repair will take longer than a few minutes and a pre-tripped bus will go into service.

Management of the Maintenance Process

RIGHT PEOPLE

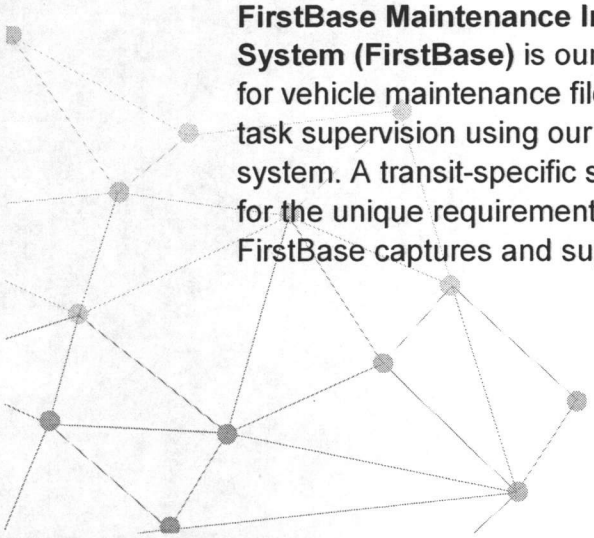
With more than 60 years of industry leading experience First Transit employs tried and true practices for our maintenance program. However, we realize that none of these approaches or tools matter without the right team to implement them. Our maintenance staff of technicians, supervisors, and utility works have a strong leader in our Maintenance Manager, Kenneth Kerbaugh. He leads daily maintenance efforts, as well as upholding Fort Bend County's goals and expectations.

He has worked with Cengage in creating a customized training program for each of the technicians, ensuring that they are getting the best training possible. This has led to technicians getting repairs right the first time, as well as help them become ASE Certified, a designation we take seriously. We provide a bonus program for every technician that becomes an ASE Master Certified Technician.

Kenneth will have the support of an experience regional management team (discussed earlier in this Section) that provides direct support to the location, as well as support from corporate staffing. Our recruiting team only seeks out and helps hire the most qualified of candidates, ensuring that Fort Bend County receives only the best from First Transit's local team. We will continue to provide industry-leading maintenance service to the fleet serving Fort Bend County Public Transportation.

FIRSTBASE, POWERED BY INFOR

FirstBase Maintenance Information System (FirstBase) is our software platform for vehicle maintenance files, reporting, and task supervision using our Paperless Shop system. A transit-specific software designed for the unique requirements of a bus fleet, FirstBase captures and supplies critical data to support day-to-day management



decisions. This gives our maintenance team the information needed to keep each Fort Bend County vehicle in "like new" condition.

FirstBase is a flexible system that simultaneously tracks and monitors the following maintenance activities:

FirstBase Component	Description	Benefits
Task Scheduling	Schedule PM automatically, based on processes defined for vehicle classes or individual units. Separate tasks by priority, such as critical work orders and routine tasks.	Reduces vehicle downtime by regularly scheduled PM and making allowances for unplanned repairs.
Fuel Management	Integrates with leading fuel-management systems to report onsite fuel inventory, support data for off-site fuel purchases, and manage the use of fuel on revenue versus non-revenue vehicles.	Effective fuel management means cost savings.
Warranty and Road Call Management	Track warranties, recall campaigns and related data. Users can query the database by VIN for affected units by specific road calls and issue work orders.	The system allows flexibility in management of warranty data.
Parts Inventory	FirstBase includes comprehensive parts inventory data management that supports purchasing, inventory tracking, and transfer, location-level data, and similar information.	Automated parts ordering and requisition saves money and time.
Fleet Performance Reporting	FirstBase can generate real-time, on-screen reports in several industry-standard categories. Reports track costs per vehicle, driver, location, and equipment type.	This is an essential tool for planning vehicle lifecycle optimization and replacement timelines.

FirstBase Component	Description	Benefits
Benchmarking	At the close of every month, the maintenance department reports on more than 30 performance statistics.	Monthly comparisons between locations help find trends in maintenance and prevent vehicle downtimes and unscheduled maintenance cost.

We implement FirstBase in all our maintenance shops to allow our region and corporate teams to develop trend analysis reports across similar contracts and vehicle types. FirstBase works hand-in-hand with our Paperless Shops platform, providing a state-of-the-art MIS system at our maintenance team's fingertips. Utilizing FirstBase, Kenneth reviews monthly reports to compare statistics between First Transit locations and to find any recurring maintenance trends.

MAINTENANCE PLANNING/SCHEDULING

First Transit uses maintenance planning tools to set efficient schedules and monitor technicians' time effectively. Supervisors plan weekly schedules based on vehicles scheduled for maintenance and an analysis of vehicles needing other repairs. Our technology allows for alterations on a shift-by-shift basis to account for changes in the schedule.

The following chart outlines the tools First Transit uses to plan effective maintenance schedules:

Software	Maintenance Planning Function
FirstBase Maintenance Software	• Schedules PM inspections automatically, based on processes defined for vehicle classes or individual units • Generates reports that document equipment due for PM and sort it by company, region, department, or location

Tablets (Paperless Shops)	• Gives supervisors real-time information on the number of vehicles in the shop, vehicles waiting for parts, and vehicles due for maintenance • Allows supervisors to assign tasks onto technicians' tablets and easily make changes to daily schedules • Offers an effortless process for technicians to set up follow up repair notices via tablets

INVENTORY CONTROL

First Transit meets our commitment to exceed your standards for on-time performance and productivity by ensuring the Fort Bend County fleet is safe and ready for service each day. Having the right parts for preventive maintenance and unscheduled repairs is a critical part of our business operations. We use our FirstBase to watch inventory levels and ensure the right parts are on hand to keep the fleet moving.

We follow these principles to manage our parts inventory most efficiently:

- Use only OEM-quality parts
- Proactively manage stocking levels
- Organized parts storage
- Data-driven decisions

Method of Control

Our FirstBase software allows us to accurately manage our inventory levels, and proactively manage parts inventory. We enter every part we have into FirstBase with a preferred vendor, a backup vendor, alternate part numbers, reorder points, and restocking levels. All parts receive a label for the corresponding part and bin, to ensure organization and accuracy in our parts room. Maintenance staff stores parts in bins and arrange the bins in vehicle maintenance repair system code order.

Within FirstBase, we set up minimum and maximum inventory levels and choose a preferred vendor. A few times per week, our manager will run a requisition function in FirstBase for any part in the inventory that has fallen below the set minimum. FirstBase will order the amount from the preferred vendor to bring the inventory to the maximum level.

As an added method of control, our shops perform physical inventory four times a year, and outside auditing firms randomly certify the physical counts. Maintenance staff will also perform cycle counts every week, counting a percentage of our inventory to verify quantities.

Air Conditioning and Wheelchair Lift Parts and Materials

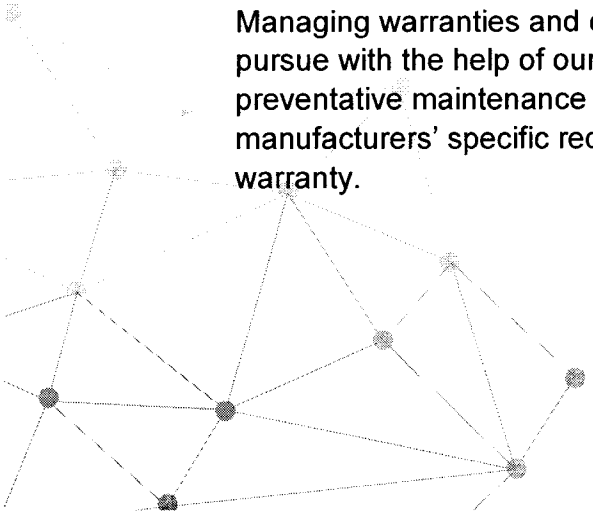
As with scheduled and unscheduled repair items, our parts inventory in FirstBase accounts for keeping adequate levels of all parts. Given the critical nature of both the air conditioning and wheelchair lifts, we keep the most commonly used parts in stock, which are readily available for use.

WARRANTY PROGRAM

First Transit offers our clients quality control for parts warranties through FirstBase, which allows us to easily track warranties, recall campaigns, and related parts data. Accurately and efficiently managing warranty claims improves the overall financial performance of the company, which is one of the primary obligations we have to Fort Bend County. The process of a warranty claim in FirstBase is as follows:

- A technician submits a claim in FirstBase, which cycles through the OEM or PARTS process
- The Warranty Center generates the claim and reviews the 110 and 160 claim statuses, and proceeds to either "reimbursement" or "denied" and updates the status in FirstBase
- FirstBase tracks the reimbursement (if applicable) and moves the claim to a "closed" status. This makes tracking and reporting warranty statuses easy.

Managing warranties and claims filed against those warranties is something we pursue with the help of our part manufacturers and vendors. We perform preventative maintenance and any unscheduled maintenance considering manufacturers' specific requirements for vehicles and components under warranty.



FirstBase is a highly flexible program customizable for each maintenance location. We track parts expenditures, labor rates, warranty information, and other maintenance and repair data, and report it back to management and Fort Bend County.

CORPORATE PURCHASING AGREEMENTS

First Transit reduces maintenance costs through using our corporate buying power. As a maintenance contractor at a majority of our 335 locations, First Transit has a relationship with parts vendors providing us with buying power – an ability to bring Fort Bend County quality parts at a lower cost.

We established Corporate Purchase Agreements (CPAs) with more than 100 vendors that represent 120,000 unique parts. This relationship with CPA's ensures that we get quality parts, best service, and competitive pricing. Our CPAs with major parts suppliers include Ford, Chrysler, General Motors, Cummins, Detroit Diesel, Freightliner, International/ Navistar, Bridgestone, Firestone, Goodyear, Michelin, Bandag, AutoZone, Fleet Pride, NAPA, Barnes, Imperial Supplies, and others that offer significant pricing advantages. Most of the National CPA vendors we use offer parts and services through their network of local dealers. We will use other local vendors, whenever it is helpful and meets your needs, to provide parts and services.

MAINTENANCE QUALITY ASSURANCE

First Transit's quality assurance program in our maintenance shops increases fleet availability and reduces operational costs. Our region and corporate maintenance support teams stringently follow quality assurance processes to protect the long-term investment in the fleet.

Fleet Re-Inspection

We require each location to audit, at a minimum, 5% of its total fleet every month. The maintenance manager to produces a report summarizing all collected data for each quality assurance inspection. . This monthly audit documents:

- Overall vehicle condition and trends
- Proper maintenance documentation
- Training or staffing requirements

The manager first audits the vehicle, using an extensive 40-point check sheet and a standard guide and rates the vehicle based on the inspection. If the manager finds any items that need immediate attention the vehicle is out of service until a technician signs off on completed repairs.

Next, the manager audits driver inspection reports and PM inspections. The manager checks that all the defects found in the past 14 days were completed or scheduled, then verifies that all repairs have been signed off by a technician.

The last step is to review the vehicle's past three PM inspections, verifying the timeliness of inspections and ensures that defects found underwent repairs. In addition, the audit helps show areas for technician training.

Desktop Audits

The electronic preventative maintenance (EPM) inspection is a series of reports that each First Transit location generates each quarter. The EPM offers a basic framework to spot maintenance trends, cost savings opportunities, and best practices for service efficiencies. First Transit's EPM includes:

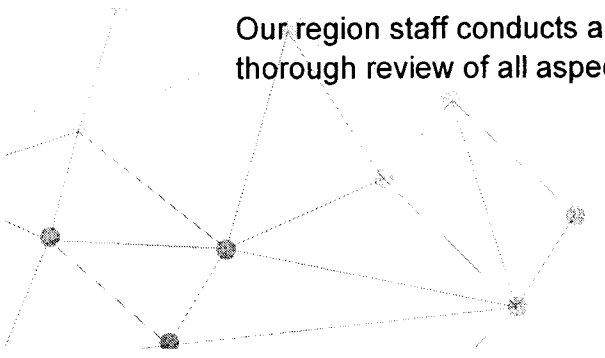
- Improved customer service
- Development of a proactive environment
- Increased productivity and efficiency
- Decreased frequency of repairs between PM inspections
- Organization of our work effort
- Proper inventory levels
- Reduce road calls

Our Maintenance Manager, Kenneth, analyzes EPM reports for actionable trends and develop action plans for continuous shop improvement. A further audit conducted by First Transit's region staff reviews location action plans. This regional review compares the report to the previous EPM action plans to verify that all changes were implemented and the effectiveness of the plans.

Annual Shop Audits

Our internal audit process ensures that each location follows all best practices, policies, and procedures. It also establishes a company-wide standardized benchmark for quality, competence, and consistency.

Our region staff conducts annual audits on individual locations, completing a thorough review of all aspects of the operation. The audit includes:



- Inspection of 10% of the vehicles
- Review of warehousing efficiency, inventory, and stocking levels
- Compliance with preventative maintenance policies and standard operating procedures
- No deferred maintenance

After the audit, the region staff and Maintenance Manager develop an action plan with actionable deadlines to correct any deficiencies. Upon completion, the location is subject to a re-inspection to ensure quality maintenance operations.

FIRSTBASE AND KEY PERFORMANCE INDICATORS

FirstBase is a valuable tool for aiding with Key Performance Indicator (KPI) reporting to ensure the Fort Bend County fleet is well-maintained and most of all safe for your passengers. Our database allows for continuous trend analysis of target benchmarks for maintenance activities.

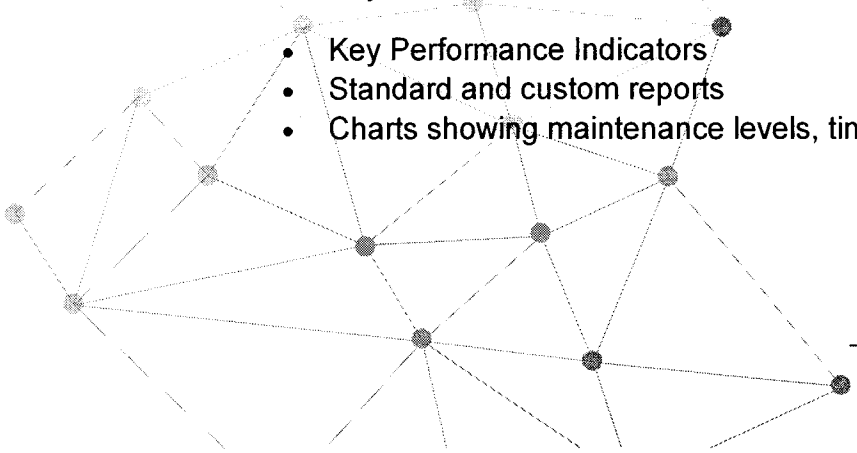
KPIs analyzed through FirstBase include:

- Preventative maintenance
- Parts inventory
- Technician productivity
- Vendors for outside repair
- Fuel and oil consumption and efficiency
- Overhead costs
- Training Records
- Data validation checks at data input
- Status reporting
- Completed work orders
- Work orders in progress
- Delays and reasons for delays
- Tailored reporting
- Exception reports

Customer FirstBase

Should Fort Bend County desire, we will provide you with a login to FirstBase to promote transparency in our operations. We will continue providing weekly updates, as well. As your partner in operating these important transportation services, you have access to real-time information including:

- Key Performance Indicators
- Standard and custom reports
- Charts showing maintenance levels, times, and activities



First Transit uses this information as an added level of quality control. We proactively support any audits the County wishes to administer using this information.

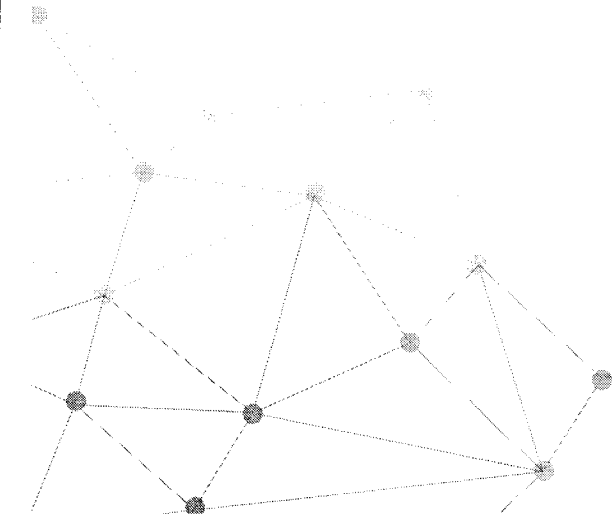
Responding to Roadcalls

First Transit has a well-earned reputation for maintenance excellence with our preventative maintenance program. However, we understand that mechanical failures do happen, no matter how hard we try to limit them. We commit to maintaining on-time performance and exceptional service every day. When vehicles experience mechanical failures, we react with a sense of urgency but never lose focus on the safety of our passengers, drivers, and staff. Replacement vehicles help us resume normal route operations as soon as possible, while the regular vehicle is undergoing repairs.

First Transit's driver and technician training programs have helped create greater attention to detail during day-to-day operations. Our highly-trained drivers are the first line of defense for limiting roadcalls. Thorough pre-trip vehicle inspections, careful monitoring of bus performance during service, and final post-trip inspections often detect minor faults before they become expensive maintenance issues.

Additionally, First Transit technicians attend trainings to efficiently perform preventative maintenance, and to take the crucial step of completing all repairs before the vehicle returns to service. First Transit does not defer maintenance—reducing operating costs and leading to fewer vehicle defects.

In case of a road call, the following procedures take place:



Step	Task
1	The dispatcher records all pertinent information on a service interruption report. Dispatch passes the information on to the maintenance supervisor who records it in on a road call form. Information includes: • Driver name • Time of the incident • Location of vehicle and direction it was driving • Any input from the driver about the service failure • Remedial actions taken by the driver and results of those actions • Pertinent safety information Depending on the need dispatch will alert a standby vehicle that is pre-tripped and ready to resume service to minimize customer inconvenience.
2	If the vehicle stalls, dispatch sends a tow truck rather than a mechanic. If the vehicle does not stall but still is malfunctioning, the maintenance supervisor issues the road call form to an available mechanic, who will leave the bus yard no later than ten minutes after notification.
3	Once the mechanic arrives at the scene and verifies the problem, he/she fills out a road call report, giving a brief description of the defects and the location of the vehicle. The mechanic and maintenance supervisor then decide on which of the following actions to take: • The vehicle returns to service if the mechanic doesn't find a defect, document the facts on the report and notify operations. • Return the vehicle to service if the mechanic succeeds in rectifying the problem in the field. • Switch out the vehicle in the event the repair would be too time consuming. o The vehicle will remain out of service in the maintenance yard until all repairs are complete and technicians have signed-off on the unscheduled maintenance.

Step	Task
4	The maintenance staff reviews monthly road call reports looking for areas of concern. A copy of the mechanics repair order will be attached to the service interruption report help in the investigation process.

There are occasions when mechanical failures do not pose a safety risk to drivers and passengers. In those situations, we do the following:

- The driver informs dispatch of the problem while continuing the route
- Dispatch arranges an exchange with a spare vehicle. First Transit schedules standby vehicles and strategically stages them throughout the service area as a contingency plan to minimize lost service

Vehicle Appearance

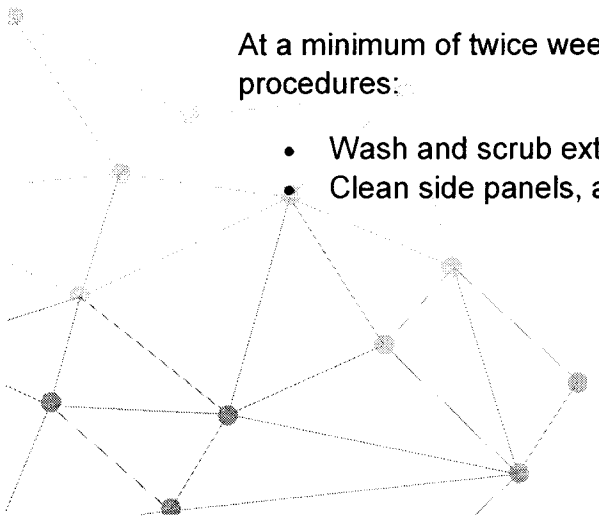
A dirty vehicle takes away from the positive image we want to convey to our passengers and the communities we serve. To preserve the favorable view of First Transit and Fort Bend County Public Transportation, all vehicles operating in our fleet are cleaned internally daily, and externally twice weekly by our service workers.

Our vehicles undergo these daily cleaning procedures:

- Dust interiors
- Remove all trash from inside vehicle
- Sweep floor to remove all dirt, paper, etc.
- Wipe clean all stanchions and grab bars
- Wipe clean dash
- Clean interior windows, as necessary
- Remove any graffiti and insect remains
- Mop floor and step wells
- Repair or replace broken, cut, torn or vandalized components

At a minimum of twice weekly, our vehicles undergo the below washing procedures:

- Wash and scrub exterior
- Clean side panels, as needed



GRAFFITI AND VEHICLE REPAIR

We have a zero-tolerance policy for graffiti, and have instituted a program to detect and remove it from the interior and exterior of all vehicles. Our drivers and maintenance teams are committed to providing our passengers with clean, well-maintained, and graffiti-free vehicles.

Drivers perform pre-trip and post-trip inspections, paying close attention to graffiti that may negatively affect the appearance of our Fort Bend County vehicles. The driver notes any blemishes, scratches, or dents on the inspection reports and sent to dispatchers, who update the maintenance department with any necessary work orders related to the drivers' findings.

We fully commit to upholding the standards of Fort Bend County and the requirements in your contract.

Recognizing Maintenance Excellence

First Transit takes immense pride in our industry-leading maintenance program. Our goal is to provide safe and reliable transportation services to all of Fort Bend County's passengers. We strive to earn nation-wide maintenance recognition from these organizations to distinguish ourselves from our competitors.

ASE BLUE SEAL CERTIFICATION PROGRAM

First Transit places a major emphasis on the ASE Blue Seal Recognition Program, that we achieved within our Fort Bend County Maintenance Operation in 2017. **We achieved ASE Blue Seal status for our Fort Bend County Maintenance Operation in 2017.**

This program recognizes that the technicians working in the ASE Blue Seal facility are properly trained and tested in their field. To reach ASE Blue Seal recognition, the repair shop must have at least 75% of technicians ASE certified. Also, each area of service offered in the facility must have at least one ASE-certified technician.

Key Benefits of ASE Blue Seal Facilities

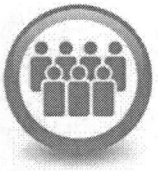
- **Safety and Quality** – ASE Blue Seal Shops are equipped with the knowledge and training needed to diagnose problems precisely and accurately so that vehicles and equipment are maintained and repaired to

the highest safety standards. ASE means that First Transit assures Fort Bend County that their fleet will experience fewer breakdowns and higher vehicle safety/availability—yielding increased customer satisfaction.

- **Efficiency** – ASE Blue Seal Shops perform preventative maintenance and repairs quickly, ensuring prompt delivery of vehicles and equipment for on-time service. First Transit technicians fix it right the first time.

ASE BONUS PROGRAM

Our employee incentive program promotes the development of our employees by rewarding those who achieve training milestones and keep their certifications current.



We believe that technicians completing training are more effective, efficient, and productive.

ASE Bonus Compensation Structure

First Transit's committed to training and the ASE certification program. Our ASE incentive program is designed to increase technicians desire to obtain certification. Offering access to all ASE testing at no cost to the employee, there are two ways that employees can earn per hour bonuses on each hour they work.

- While working to earn his/her first Master Technician Certification, the employee will receive a $.15 per hour bonus for each ASE test successfully completed. Upon earning his/her first Master Technician Certification, the employee will receive an additional $1.35 per hour.
- While working to earn his/her second Master Technician Certification, the employee will receive a $.05 per hour bonus in addition to his/her regular rate for each ASE test successfully completed. Upon earning his/her second Master Technician Certification, the employee will receive an additional $.05 per hour.
- Maintenance Managers earn a $2,000-dollar bonus for receiving the Blue Seal Certification.

A complete breakdown of our ASE bonus program has been included as an Attachment.

LEAN MAINTENANCE PRACTICES AND 5S PROCESSES

First Transit is proud of our Bronze LEAN certification within our Fort Bend County operation, and is committed to capitalizing on this distinction with the commitment to achieving Silver LEAN status for the shop within 2019.

Lean Maintenance Practices and 5s Processes are methods to improve overall effectiveness by valuing organization and ending waste. Lean processes translate to reduction in maintenance costs by targeting strategic areas where maintenance has direct and indirect control, such as preventative maintenance, road call reduction, over time and outside service costs.

Combined with Lean Practices, the 5s Process, (Sort, Straighten, Shine, Standardize & Sustain) is a workplace organization method that more effectively uses the space provided for maintenance and generates a culture that promotes safety, quality maintenance, minimal maintenance cost, and improved vehicle reliability. The 5s Process focuses on the work environment to prevent lost time from unnecessary movement due to placement of repair parts, tooling, or fixtures that may impede travel by technicians.

Measurement of Program Effectiveness

First Transit's FirstBase tracks key performance indicators to monitor program effectiveness and analyze trends including:

- Preventative Maintenance Compliance – Percent of PM inspections performed on time
- Technician Overtime – Percent of payroll paid for overtime
- Road Call Performance – Miles between road calls
- Scheduled/ Unscheduled work – Percent of work that is scheduled work (PM, PM follow up) compared to unscheduled work (DVIR's, road calls)
- Repairs between PM Inspections – Number of repairs between PM's (measuring the effectiveness of the PM program)
- Technician Productivity – Comparing hours paid to hours charged to work orders
- Hours over Standard Job Time – Technician hours that went over the standard job time
- Auto-Reorder Percentage – Percent of parts ordered by the auto-reorder process

- Outside Services Percentage – The percentage of maintenance cost spent at outside vendors
- Overall cost per mile and comparison of cost per mile with similar fleets
- Liquidated damages due to maintenance related issues

Local management and region teams oversee these processes, bringing value to our clients not only through cost savings but also improved fleet reliability, and improved customer satisfaction.

A complete breakdown of our Lean processes has been included as an Attachment.

Implementation Plan

As the successful incumbent provider for these important transportation services, First Transit is the only contractor who can provide a truly seamless transition to a new contract. Fort Bend County Public Transportation and its riders will continue to see the high-quality service they have come to expect from us without any disruptions.

First Transit maintains a full staff on-site at Fort Bend County, led by the General Manager, Yevette McNeese. To ensure a smooth transition into the next contract, Yevette and Director of Operations, Mike Honer, will meet with Fort Bend County to ensure that all required program plans are delivered on-time for the new contract. Upon contract award, Yevette, Mike, and SVP John Mathews, will meet with Fort Bend County to complete the transition plan, including confirming:

- Key personnel
- Timelines for completion of audits
- Roles and responsibilities
- Hiring as needed
- Compliance with all milestones

We will also set up a schedule for weekly (or more frequent) meetings to check progress and resolve any issues and concerns throughout the transition period. As the current operator of the Fort Bend County Public Transportation services,

we foresee no concern in the continuation of our operation, and the transition of services to the new contract.

Transition and Start-up Activities

As the current provider, First Transit's transition activities focus on a review of our service with the new contract term. Our transition plans include items such as reviewing our current policies and procedures, auditing our operations, and setting goals and objectives for continuous improvement in the future. Based upon the information provided in the RFP, as well as our long-term experience with and understanding of the services, we have included a schedule for the transition of the new contract as an Attachment to this proposal.

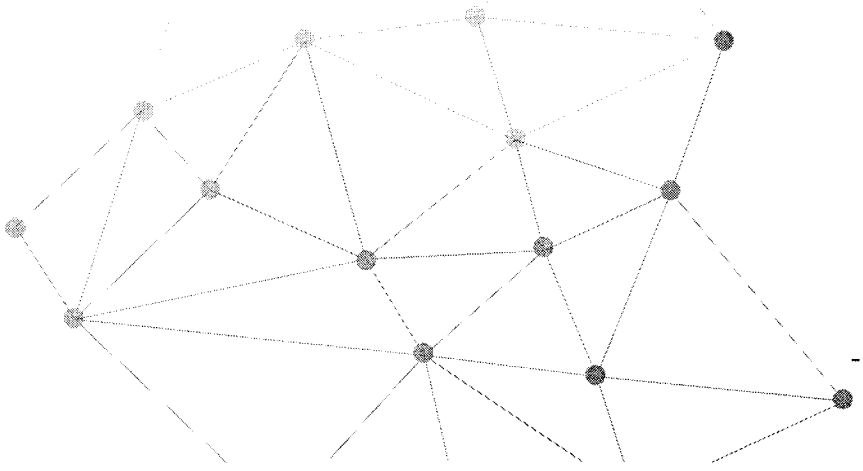
First Transit foresees no problems in the transition to a new contract within human resources, accounting, safety/security, labor relations, facility management, asset management and administration.

ENSURING DRIVER STAFFING WITHIN THE NEW CONTRACT

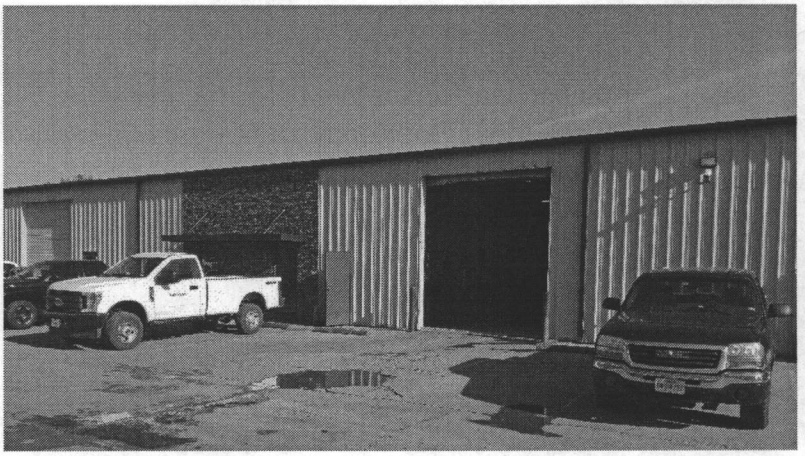
As the incumbent provider of these services, First Transit currently maintains a qualified staff of operators within our Fort Bend County Public Transportation operation. We will maintain these employees throughout the transition and within the new contract, making First Transit the only contractor who can truly guarantee a seamless transition to Fort Bend County without having to transition employees. Please see *The Right People* subsection earlier in this TAB for additional detail on our recruiting, hiring and retention strategies utilized within our Fort Bend County operation.

Subcontractors

First Transit is proud to include the services of subcontractors who have proven to provide quality services for Fort Bend County in our proposal – including REM and Trek. Detail on these valued partners is included in Tab 2: Ability to Perform, Firm Experience/Qualifications.



Meeting the County's Facility Needs



First Transit has a lease in place to continue providing maintenance services from our current facility, located at 1723 Eldridge Rd, Sugarland, through February 2019. This ideally located facility is only steps from the County's operational location and meets all the needs of maintaining the County's fleet. This dedicated facility is already up and running, ensuring a seamless transition to the new contract, which only First Transit can provide.

Should the need arise to extend our lease term, First Transit has the ability to do so within our lease agreement.

Proposed Fleet

We conducted a professional analysis of the fleet options available to Fort Bend County. Based on our first-hand understanding of the operation and RFP requirements related to the fleet, First Transit is proposing the following vehicles:

Vehicle Type	Passenger Capacity
Starcraft Allstar XL (Commuter Service)	40
Starcraft Allstar (Demand Response)	16

Starcraft Allstar XL

Starcraft Allstar

More information on each of the proposed buses, including floor plans and specification details, can be found in the Attachments. This attachment also includes a fleet list detailing all vehicles provided by both the County and First Transit.

Replacement Schedule

These buses will replace existing buses currently operated by First Transit for Fort Bend County. First Transit buses will be replaced with new vehicles in the third year of the agreement. Please see the fleet list included in the Attachments for detail.

TAB 2

Ability to Perform, Firm's Experience/Qualifications

First Transit

Tab 2: Ability to Perform, Firm Experience / Qualifications

While First Transit has extensive experience in operating transit services throughout North America, nothing qualifies us more to provide Fort Bend County Public Transportation than our experience as the current service delivery contractor for these important transit services.

Please see the Executive Summary of this proposal for additional detail on our shared partnership and accomplishments, including achievements in:

- **Maintenance:** First Transit is proud of our maintenance operation within Fort Bend County, with ASE Blue Seal Certification and Bronze LEAN certification
- **Community Partnerships:** As an active participant in the Fort Bend Community, First Transit has forged many community partnerships including those with ARC of Fort Bend, the Fort Bend County Sherriff Office and the YMCA
- **Employee Development:** First Transit takes pride in all of its employees, and has worked to invest in their growth both to the benefit of the County and the operation as a whole.
- **Safety and Emergency:** Exceeding Fort Bend County's safety expectations for NTD incidents over the past year, First Transit ensures safety remains at the center of our Fort Bend County Public Transportation Operation. Additionally, we have been able to work collaboratively with the County to address emergency situations including the Tax Day flood and Hurricane Harvey.

First Transit is proud of the successes we have mutually achieved with Fort Bend County, and looks forward to enhancing these accomplishments within the new

contract. We will continue to leverage our nationwide experience and industry knowledge and best practices to the benefit of Fort Bend County Public Transportation.

Company Introduction

First Transit, Inc. supplies precision, efficiency, innovation, and all-around expertise to both public and private transportation systems. For over 60 years, First Transit has hands-on experience with every facet of transportation operations, maintenance, and administration. As the nation's leading provider of public transportation contracting and management services, we know transit.

Headquartered in Cincinnati, Ohio, First Transit operates in 335 locations, carrying more than 350 million passengers annually throughout the United States in 39 states, Puerto Rico, Panama, India and four Canadian provinces.

First Transit's business practices offer our customers exceptional customer service, an award-winning safety program, and the highest satisfaction that comes from quality throughout our operations.

By using the unique talents of the professionals in each business unit across the breadth of the company, First Transit participates on projects of all types, sizes, and scopes. Applied in many operating environments, our varied skills include:

- Traditional fixed route and ADA paratransit services under management contracts or turnkey operational contracts
- ADA call centers services and brokerage services for human service transportation
- Flexible Route
- Rural and Urban Transit Systems
- University Transportation Services
- Airport Shuttle Services
- Maintenance and facilities management
- Alternative fuel operations, including electric, hybrid, and compressed gas-powered coaches

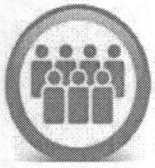
First Transit's History

Our firm's growth is a direct result of the willingness to embrace change and the desire to build partnerships to achieve common goals.

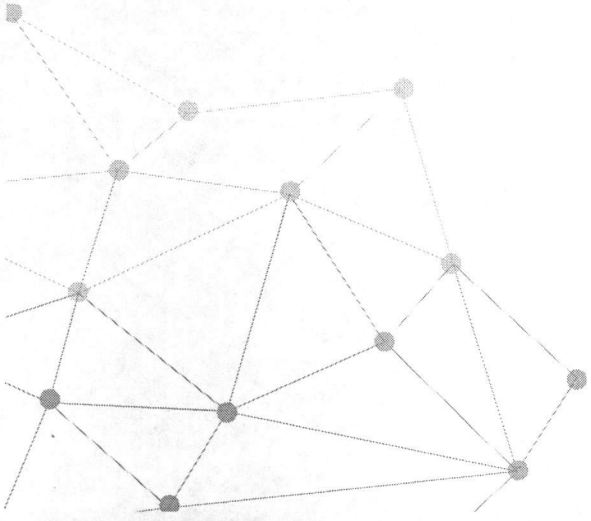
Founded in 1955 as American Transportation Enterprises, First Transit has had several acquisitions and name iterations. In 1999, the firm was acquired by FirstGroup, plc, our UK-based parent company, and became First Transit.

FirstGroup is the largest international surface transportation group in the world – with strengths across all five divisions. Sister companies include First Student (transport 5 million student journeys per day), First Vehicle Services (manages and supports 35,000 pieces of equipment North America), Greyhound (16 million passengers annually), UK Bus (1/5 of all local bus service in the UK), and UK Rail (the UK's largest rail operator).

Our name has changed periodically, but our forward-thinking corporate culture of developing our people, using our expertise, and sharing our best practices has always been - and continues to be - steadfast.



With a long and proud tradition in the world of public transportation, First Transit stands behind our promise of superior level of service, performance, and support that is second to none in our industry.



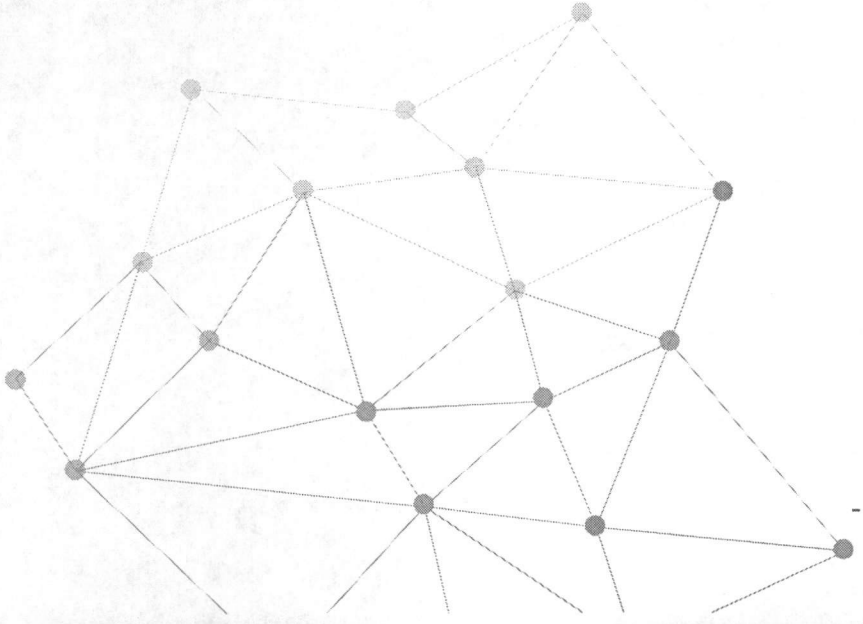
Our Vision and Values

Our Vision: Provide solutions for an increasingly congested world, keeping people moving and communities prospering.

With the world's population now exceeding seven billion and more people living closer together, the problems of congestion multiply and the need for creative transport solutions increases. At the same time, customers expect higher levels of service with greater efficiencies. First Transit is up to the challenge.

First Transit understands transportation systems are the lifeblood of communities — and we work in partnership with customers to help our communities thrive. FirstGroup has grown to become the leading transport operator in the UK and North America. Every day on both sides of the Atlantic, we are relied on to connect communities, making it easier for millions of people to live their lives.

Every one of our 117,000 First Group employees works hard to deliver vitally important services for our passengers. Each year 2.5 billion passengers rely on FirstGroup to get to work, education, to visit family and friends, and much more. Our services open opportunities and experiences and help to create strong, vibrant, and sustainable local economies. Our goal is to be the organization to solve the problems of our increasingly congested world and to help people, communities, and society to prosper.



At First Transit, we achieve this through our employees holding strong to our five core values and exemplifying these values every day. We prove our **commitment to our customers**, with over 95% on-time performance as a company. Our **dedication to safety** is displayed as we begin every meeting with a safety message. We **set the highest standards** for ourselves and each other, demonstrated by having more ASE Certified maintenance shops than any other competitor. We **support each other** with regional management teams standing ready to aid local managers with daily challenges. We **hold each other accountable** for our performance with our Dashboard application, displaying performance data.

HOUSTON AREA EXPERIENCE

First Transit has extensive experience in the Houston area, which will continue to benefit Fort Bend in terms of sharing best practices and operational resources. Our contracts in Houston include:

- Houston METRO Fixed Route (Northwest Garage)
- Houston METROLift Paratransit
- United Airlines Shuttle
- Houston International Airport Rental Car Shuttle
- Eastman Chemical Company – First Vehicle Services (Longview, TX)
- ExxonMobil – First Vehicle Services (Baytown, TX)

Our sister company, First Student, also has operations in the area.

THROUGHOUT THIS SECTION:

Unmatched Experience, Proven Ability

Our nationwide expertise, paired with our understanding of the Fort Bend County Public Transportation operation, ensures that First Transit is the best choice to partner with you in the provision of safe, reliable and customer-focused transportation operations for Fort Bend County. Detail in this section includes:

- ***Experience*** *– First Transit has been providing transportation services for 60 years and has 335 clients in North America, in many locations we provide both fixed route and demand response services*
- ***Financial Capability*** *– Fort Bend County will continue to benefit from the financial stability of partnering with a world-wide transportation leader in transportation*
- ***Fleet List*** *– First Transit has provided a detailed fleet list for Fort Bend County Operations*
- ***Qualifications Description–*** *First Transit stands on our record of safety, quality and value, nation-wide and at our Fort Bend location and nation-wide*
- ***References*** *– First Transit has provided references who will attest to the high quality of service First Transit provides*
- ***Subcontractors*** *– First Transit will continue to utilize subcontractors who have proven to bring value to the Fort Bend Operation*
- ***Organizational Charts*** *– First Transit has provided the required organization charts to demonstrate our reporting structure for the Fort Bend Operation*
- ***Transition Schedule*** *– As your current partner, only First Transit can provide a truly seamless transition to a new contract for the employees, passengers and Fort Bend County*

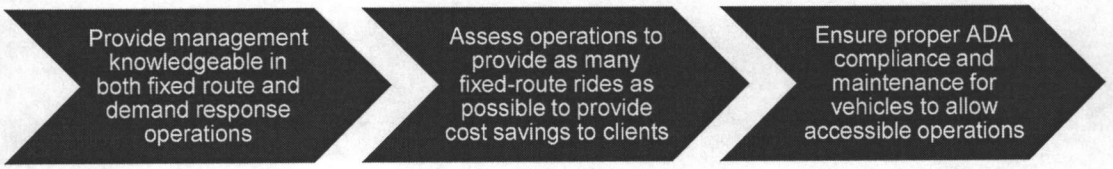
Experience

Respondent must provide at least five years' experience providing similar types of service and activities. Reference check reveals limited administrative or operational concerns. Staff assignments fit job descriptions and resumes for key management and supervisory staff indicate an adequate level of education and experience to carry out the duties assigned. Documentation provided indicates appropriate fleet is available for the requested services and includes the requested data for

each vehicle. Safety records, performance records, and staff turnover records are indicative of positive performance. Financial and other documentation provided indicates firm's capacity and ability to perform contract services in an acceptable manner.

Fixed Route and Demand Response Experience

We leverage our experience with fixed route and demand response work to provide our clients expert management, cost-savings measures, and seamless operations. Our combined operations focus on the following:



First Transit is an experienced provider of fixed route and demand response operations throughout the United States and Puerto Rico. Often, our clients look to us to leverage our expertise in both areas to provide a combined fixed route and demand response option to their ridership.

We currently manage the operation of **more than 30 combined demand response and fixed route services,** providing millions of trips on an annual basis in both rural and large metropolitan settings. A sample of our customers for whom we provide both fixed route and demand response services is below:

Account Name	Customer Since	Total Fleet Size
City of Plymouth (MN)	1989	79
Johnson County, Kansas	1992	108
Washington County Transportation Authority (PA)	2008	49
Contra Costa County Transit Authority (CA)	1990	63
Eastern Contra Costa Transit Authority (Antioch, CA)	1986	100

River Valley Mass Transit District	2007	23

LEVERAGING OUR FIXED ROUTE EXPERIENCE

First Transit operates safe, reliable and cost-effective fixed route operations throughout North America. Our fixed route contracts include traditional fixed route, deviated, shuttle (universities, airports, and private companies) and Bus Rapid Transit (BRT) services, as well as transit management and multimodal contracts. **We have successfully operated fixed route locations since our inception in 1955.**

The majority of our 335 locations are either predominantly fixed route or include a fixed route component. First Transit's management teams, with the support of our region and corporate resources, asses the routes our clients are currently providing. Our ability to provide runcutting services for our clients has allowed us to develop the routes that provide the most options to our clients' ridership, allocate client resources in the most efficient way, and truly develop a partnership with our clients.

For our RPTA operation in Phoenix, First Transit provided a comprehensive run cut that not only reassigned vehicles, but also adjusted running times to reduce non-productive time on the fixed-route operation. Our strategy saved over 450,000 fleet miles and 23,000 pay hours per year.

LEVERAGING OUR DEMAND RESPONSE EXPERIENCE

First Transit has provided demand response and paratransit services since 1985. We currently manage the operation of more than **50 demand response systems and an additional 32 combined demand response and fixed route services,** providing millions of trips on an annual basis in both rural and large metropolitan settings. Of our total contracts, **nearly one quarter are demand response contracts**, and another 12% have a demand response component.

First Transit is an accomplished provider of demand response and ADA paratransit services including all eligibility, reservations, scheduling, dispatching, and customer service calls, and fully understands the importance of system efficiency and the need to strive for continual improvement in productivity and passenger satisfaction.

EXPERIENCE SIMILAR TO FORT BEND COUNTY PUBLIC TRANSPORTATION

In addition to the below customers, we have included full client listing of all similar operations performed within the past five years within the *Reference* subsection later in this Tab.

First Transit is proud to be a partner with numerous transit agencies across the country. Each service provides experience and expertise that we share across our nationwide network, bringing industry-leading best practices that are customized to benefit your specific transit system.

Below, we have highlighted services similar to those of SMAT. Please feel free to contact these clients to find out more about the high level of service we offer across the United States.

Eastern Contra Costa Transit Authority, Tri-Delta Transit – Antioch, CA

Since 1986, the Eastern Contra Costa Transit Authority (Tri Delta Transit) has been our customer for operations of a combined fixed route and paratransit system. Service has grown from our first-year operating totals of 40,931 revenue hours and 371,600 passengers to our current level of over 230,000 revenue hours and nearly 2.9 million passengers per year.

Our success is attributed to the following accomplishments:

- Complete cooperation with marketing activities such as our Class Pass program, Try Transit Week, various community shuttles, and other community events
- Implementation of expanded operator training that includes a successful sensitivity training program designed to teach our operators to serve the specific needs of those in the disabilities community
- Successful and immediate implementation of tripper service associated with our local school district's decision to discontinue school busing
- Cooperation and consulting associated with the implementation of expanded fixed-route service into new areas of our community
- Implementation of an accurate and immediate incident reporting system that keeps the Tri Delta Transit management team informed

Over the contract term, we have averaged 92% fixed route on-time performance, meeting / exceeding the Agency's goal of 90%. Through implementation of expanded operator training that includes a successful sensitivity training program; the operators learn to serve the specific needs of those in the disabilities community.

We are also proud of the long-standing partnership that has developed over the last 32 years with the Tri Delta staff and board. In October 2014 Tri Delta Transit was awarded the "Best Small Transit System in America."

Place of Performance	Antioch, CA	**Date contract Began**	1986
Number of Vehicles	100	**Employees**	178
Service Type	Fixed Route Paratransit	**Annual Ridership**	2,963,383
Annual Service Hours	234,890	**Annual Total Miles**	3,425,529
Client Website	www.rideltatransit.com		
Contact	Jeanne Krieg, CEO/General Manager 801 Wilbur Ave. Antioch, CA 94509 [p] 925 754 6622 [e] jkrieg@eccta.org		

City of Plymouth – Plymouth, MN

The Plymouth Metrolink transit service is operated by First Transit with 11 express, commuter, reverse commuter and local shuttle routes to serve residents and businesses in the community. The community oriented public transit services are designed with the customers in mind.

First Transit has maintained a strong presence in the Twin Cities and surrounding suburbs out of our Minneapolis locations. From these facilities, we currently operate the Plymouth Metrolink transit services. Our longevity with this

bus system gives us insight into the cities served, passenger's preferences, and a familiarity with the geographic locations and potential service challenges.

Since 1989, First Transit's relationship with the City of Plymouth has been a positive experience for both parties bringing professional transit services to those communities not served by regional transit provider, Metro Transit. Locally, First Transit has operated contracted transit services in the Twin Cities area since 1989 as Morley Bus Company. In fact, we were one of the first private companies in the Twin Cities to provide publicly contracted transportation services. Our service expanded after National School Bus acquired Morley in 1990. Laidlaw Transit Services, Inc. (who has since been acquired by First Transit) acquired NSB in 1996.

First Transit is well established in the Twin Cities metropolitan area. This is a major market for us as we have veteran, knowledgeable operations staff, a skilled and safe driver and mechanic workforce and well-equipped facilities dedicated to this operation.

Each day we strive to make riding Plymouth Metrolink as stress-free and convenient as possible. All our local service buses are equipped with wheelchair lifts to maximize system accessibility. Providing people of all mobility levels with access to bus service is a priority for Plymouth Metrolink. The Dial-A-Ride program is a curb-to-curb shared-ride transit service for Plymouth residents and their guests. A deluxe mini-bus provides trips anywhere in Plymouth as well as select locations outside Plymouth including Ridgedale, Downtown Wayzata, Golden Valley Center, and New Hope K-Mart.

First Transit also provides express commuter and reverse commute buses coordinated with the regional transit system. We are proud of our service to the City of Plymouth and believe that the quality and success of our work have been instrumental in creating the environment that makes contracted transit services in the Twin Cities area a benefit to our community. From convenient stops and park and ride locations to easy-pay methods and maximized accessibility, First Transit works hard to make Plymouth Metrolink the travel option of choice for many commuters.

Over the past 29 years of the contract term, we have averaged 99% on time performance, meeting / exceeding the City's goal of 98%.

To ensure quality service delivery of the Plymouth Metrolink service, First Transit engages in several best practices, including:

- Shop is LEAN certified
- Active management of express routes to insure optimum on-time performance
- Actively engage with system users and community stakeholders to understand the needs of the transit system and community at large
- Transportation Safety Institute certified training program

Place of Performance	Plymouth, MN	Date contract Began	1989
Number of Vehicles	43	Employees	54
Service Type	Fixed Route Paratransit	Annual Ridership	456,000
Client Website	plymouthmn.gov		
Contact	Luke Fischer, Administrative Services Director 3400 Plymouth Blvd Plymouth, MN 55447 [p] 763.509.5051 [e] lfischer@plymouthmn.gov		

SouthWest Transit – Eden Prairie, MN

First Transit provides fixed route and commuter express service for SouthWest Transit, headquartered in Eden Prairie, MN. Contracted services have been provided for this client since 1995 (since 2007 as First Transit). Our contract with SouthWest Transit was renewed in 2015 for four years with options for a possible additional eight years. We operate 64 vehicles for these services with an annual ridership of over 1.1 million, and provide all operation functions including scheduling, dispatch, and vehicle cleaning.

According to SouthWest Transit's operating report, annual customer surveys continually rank the operators as courteous, professional, safe, and reliable and employee turnover has been reduced to below 10% per year, providing the same dependable, smiling faces for our passengers each day.

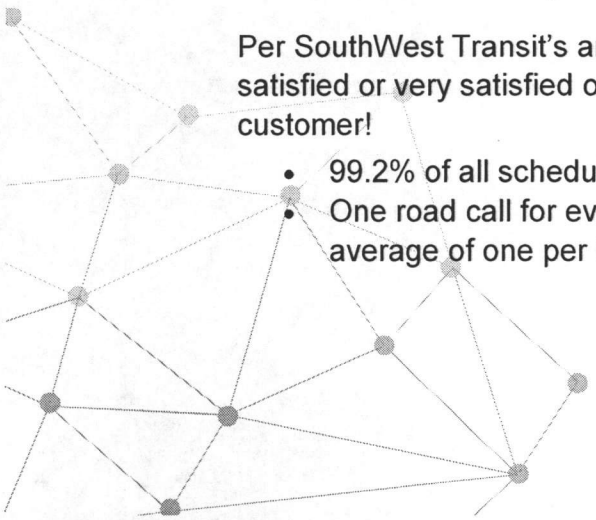
SouthWest Transit operates in the southwest suburbs of Minneapolis, providing commuter, reverse commuter, university, and local community public transportation options to a growing and successful clientele. The organization was founded as a Joint Powers venture between the three cities of Eden Prairie, Chanhassen, and Chaska, each voted among the Best Places to live in the US. SouthWest Transit prides itself on providing premier Transit services, equipment and people. With SW Transit and First Transit in partnership, our customers know that they can "Expect the Best" when they ride with us. SW Transit's fleet of vehicles, predominantly MCI 57 passenger motor coaches are equipped with many passenger amenities such as cup holders, WIFI, individual reading lights and air flow controls. These vehicles allow our riders to travel in comfort on their long commutes from Chaska, Chanhassen and Eden Prairie to downtown Minneapolis and the U of Minnesota. SouthWest Transit was the first public transit provider in the Twin Cities to offer over the road coach style buses.

The SouthWest Transit partnership has been a highly successful one, and the system has been the recipient of numerous honors and awards, including:

- 2015 – TSA Annual Partnership Award for proactive security planning
- 2013 – APTA Gold Award for Safety, and MPTA Award for Management Innovation for asset management
- 2011 – APTA Gold Award for Safety
- 2011 – Fifth consecutive year GFOA award for excellence in financial reporting
- 2011 – MPTA Award for Management Innovation for mid-day Park Out Program
- 2011 – APTA Gold Award for Safety
- 2011, 2010 and 2009 – Outstanding Employer Award presented by Intermediate District 287
- 2010 – The American Public Transportation Association (APTA) awarded SWT its National Certificate of Merit for Security
- 2009 – APTA Gold Safety Award
- 2008 – MPTA System of the Year and APTA Gold Award for Safety

Per SouthWest Transit's annual report, customer surveys achieved 100% either satisfied or very satisfied overall ratings from our riders; not one dissatisfied customer!

- 99.2% of all scheduled routes departed on time
- One road call for every 32,000 miles driven compared to the national average of one per 8,500 miles operated



- SouthWest Transit had zero missed trips
- Operated over 360,000 miles without an accident
- By parking our buses over the mid-day in downtown Minneapolis, SouthWest Transit is able to save almost 180,000 miles and 37,000 gallons of diesel fuel.

Over the past 25 years, we have averaged 99% plus on time performance and have grown ridership to over 1.1 million rides. To ensure quality delivery of the SouthWest Transit service, First Transit engages in several best practices, including:

- Consistent customer service training through the use of CUTA's Transit Ambassador and Seattle Fish Market's renowned training programs
- Security training each month for frontline operators on a robust Emergency Preparedness Plan considered by the TSA to be a Best Practices example in a recent plan evaluation
- Flexible and nimble operations management focused on customer needs and wants, and a commitment to the credo "Expect the Best" on the side of each bus!

Place of Performance	Eden Prairie, MN	**Date contract Began**	1985
Number of Vehicles	64	**Employees**	92
Service Type	Fixed Route & Local Demand Response	**Annual Ridership**	1,107,850
Annual Service Hours	116,000	**Annual Total Miles**	2,047,694
Client Website	www.swtransit.org		
Contact	Mr. Len Simich, Chief Executive Officer 13500 Technology Dr. Eden Prairie, MN 55344 [p] 612.974.3101 [e] lsimich@swtransit.org		

Johnson County Transit – Olathe, KS

First Transit partners with Johnson County Transit to provide fixed route and paratransit operations for the citizens of the County. In our daily operation, we focus on the County's goals to provide a safe, convenient, reliable and service-oriented transportation system. These goals have guided our long-term partnership and proven track record of success over the last 20 years.

Under this contract, we provide operations for The JO (Commuter Express), The K-10 shuttle service to the University of Kansas in Lawrence utilizing over the road coaches, The JO-Special Edition (paratransit) and the Sheltered Workshop Industrial Fixed Transit (SWIFT) (Adult Workshop Clients). We also provide maintenance services for their transit fleet.

Over the past 5 years, we have averaged 97.8% on time performance, exceeding the County's goal of 95%. Transporting our passengers safely is our top priority. For example, First Transit has met the corporate established AFR goals over the past three years with our safety record.

First Transit goes above and beyond normal expectations. During our tenure as Johnson County's transportation provider, we have been proactive in continuously improving service quality:

- DriveCam installation for safer, more efficient operations
- Introduction of the DriveCam fuel efficiency program
- The introduction of the "bus on shoulder" on the commuter runs – with no incidents
- Improved Special Edition efficiency through steady productivity and increased on-time performance
- Effective integration of supplemental taxi service for improved efficiencies
- Coordination with the County to implement new service strategies, including the opening of the Mission Transit Center and numerous Park and Ride centers

Our successful fleet maintenance for Johnson County Transit is based on the following principles and long track record of success:

- First Transit has averaged 99% of PMIs completed on time over the past five years at Johnson County
- All First Transit fleet repairs are made in strict accordance with original equipment manufacturer (OEM) standards, the most cost-effective and efficient approach to assuring proper vehicle operation. To further retention and quality, First Transit is committed to career development - **enhanced training for our skilled technicians through our ASE program certification. 40% of our Technicians have at least one ASE certification**
- Our re-inspection program after Preventive Maintenance is a further enhancement to the quality of the maintenance performed on your fleet, allowing for **continuous improvement in the skills of First Transit technicians**
- First Transit empowers each employee with quality control responsibility, fostering an "Everyone's Accountable" culture, improving morale and productivity.
- First Transit provides customized online training through a partnership with Cengage Learning/Delmar to create an interactive learning experience for our talented group of technicians.

Place of Performance	Olathe, KS	**Date contract Began**	11/21/91
Number of Vehicles	100	**Employees**	95
Service Type	Fixed Route & Paratransit	**Annual Ridership**	580,325
Client Website	www.thejo.com		
Contact	Mr. Jameson Auten, Vice President, Regional Service Delivery 1200 E. 18th Street, Kansas City, MO 64108 (816) 346-0886, jauten@kcata.org		

Financial Capability

Provide a general description of the firm's financial condition and identify any conditions (bankruptcy, pending litigation, planned office closures, impending mergers, etc.) that may affect the Contractor's ability to perform services under this contract.

Attach the audited financial statements for the three (3) most recent fiscal years including the audit firm's certification and management letter with response (if applicable). Please note that this is a requirement. In the event an audited financial statement is not available, an independently "reviewed" financial statement for the three (3) most recent fiscal years will be acceptable as long as the review is conducted by a certified accountant.

First Transit benefits financially from being part of an international transportation giant – FirstGroup plc. FirstGroup plc. operates five divisions that have similar core skills and expertise, diversified by geography, customer base, and mix of contract-backed and passenger revenue. This diverse business model further increases the stability of our corporation, ensuring Fort Bend County that you will have a financially stable operator throughout this contract term and beyond.

FirstGroup plc is the leading transport operator in the UK and North America. With revenues of more than £6.9 billion per year and approximately 120,000 employees, we transport more than 2.5 billion passengers every year.

Our objective is to create long term value for Fort Bend County and other local community stakeholders through sustainable, integrated transport services that are safe, reliable, and meet the needs of our passengers and communities.

The expansive size of our parent company, FirstGroup America – the North American division of FirstGroup plc, ensures that our Fort Bend County operation is based on financial strength and stability, which smaller transit contractors cannot provide.

First Transit's key characteristics for financial stability are as follows:

- A market leader in highly a fragmented $22bn US transit marketplace – approximately 30% is outsourced
- Established credentials and proven track record in successful transit service across all operating divisions including fixed route, paratransit, demand response, shuttle, university, call center, and rail
- More than 335 transit locations across core business segments

The scale of our activities means that our core skills are employing and training professional, dedicated employees. We are **Committed to our Customers** and their safety; procuring, deploying and maintaining a wide variety of vehicle fleets and other physical assets. Our financial strength and stability enables us to stand behind our Fort Bend County proposal and keep our commitments to you, our client.

We strive to improve performance by sharing best practices across our businesses to provide high quality services that are safe, reliable, and meet the needs of Fort Bend County Public Transportation customers.

First Transit maintains a strong financial position that creates value to Fort Bend County. We reinvest in our people, our operations, and the communities we serve.

Financial Statements

Included **under separate cover** are our most recent three years' audited financial statements for First Transit's parent company, FirstGroup America. There are no stand-alone audited financial statements for First Transit as it is a wholly owned subsidiary of FirstGroup and included as part of the FirstGroup America annual audit.

These financial statements demonstrate that we possess substantial financial capacity and stability to fulfill our obligations under the terms of this RFP.

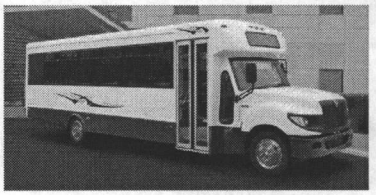
Further financial information is available on the web site www.firstgroupplc.com.

Fleet List

Attach a fleet listing that includes age, capacity, make, model, and current condition of the fleet proposed for use under this contract. Indicate when and where the fleet can be inspected by the County prior to contract award.

A complete fleet list of vehicles First Transit for the contract has been included as an Attachment to this proposal. Detail was also included in Tab 1. The new fleet can be inspected by the County at First Transit's location as soon as it is available.

In addition to the fleet list, describing vehicles provided by the County and those First Transit is proposing to include, we have also included brochures, specifications and floorplans for the new vehicles we are providing as an Attachment, as well.



Qualifications Description

Qualifications: Provide a brief company profile, the year founded, form of the organization (corporation, partnership, and/or sole proprietorship), number of employees, etc. Provide details on the firm's qualifications and experience with similar size projects and services and that of any subcontractor performing any work outlined in this RFP. Include documented on-time performance and safety records as well as data on driver turn-over rates. Qualification description is limited to 5 single sided, single spaced, letter sized pages with font size no smaller than 12 points.

The Proven Partner

We will restate here that nothing is more important to demonstrating our qualifications to operate these services than the success we have seen as your partner over the last six years and the many accomplishments we have achieved together. Described in in Tab 1, these accomplishments range from an excellent safety rating and a successful, industry-recognized maintenance program to building community partnerships with Behind the Badge Charities and the Arc of Fort Bend County and having cookouts for our employees to show them how much we care. With shared goals and values determining our roadmap, First Transit is committed to partnering with you to meet the needs of the Fort Bend community well into the future.

Nation-Wide Expertise

With 335 locations in 39 states, Puerto Rico, India, Panama, and Canada, First Transit **sets the standard for excellence** in transportation. Global in scale and local in approach. We carry approximately 350 million passengers across more than 390 million miles annually. First Transit has 19,500 employees and operates more than 13,000 buses/vehicles.

Every day for more than 60 years, First Transit managers and employees deliver safe, high quality, cost effective service in challenging operating environments. With the **best safety record in the industry, the highest customer service standards, and the best training available**, First Transit offers our customers the best solution for their transportation needs.

Similar Experience

We currently manage the operation of **more than 30 combined demand response and fixed route services,** providing millions of trips on an annual basis in both rural and large metropolitan settings. These operations include the City of Plymouth in Minnesota, where we began providing service in 1989, Johnson County in Kansas, for whom we have provided services since 1992 and Eastern Contra Costa Transit Authority in Antioch, CA, where our partnership began in 1986.

Additionally, First Transit has extensive experience in the Houston area, which will continue to benefit Fort Bend in terms of sharing best practices and operational resources. Our contracts in Houston include:

- Houston METRO Fixed Route (Northwest Garage)
- Houston METROLift Paratransit
- United Airlines Shuttle
- Houston International Airport Rental Car Shuttle
- Eastman Chemical Company – First Vehicle Services (Longview, TX)
- ExxonMobil – First Vehicle Services (Baytown, TX)

Our sister company, First Student, also has operations in the area.

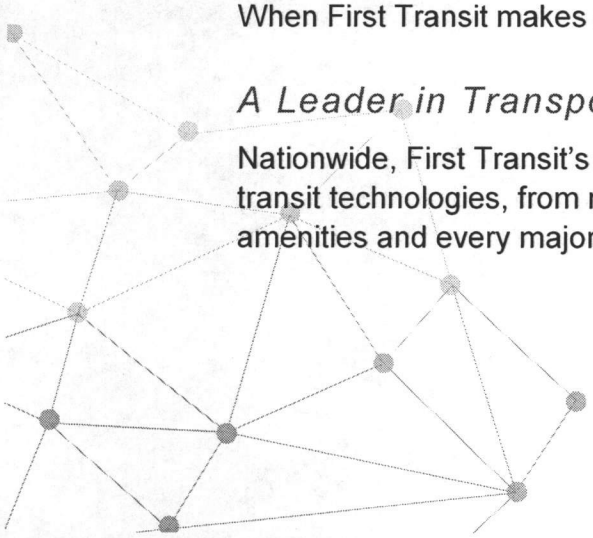
Proven Performance

Although the sheer number of our contracts is impressive, what is important is the quality of service First Transit has brought to each of our locations, we pride ourselves in the strong relationships with our clients and the improved transportation services for our shared customers.

Nothing illustrates First Transit's strength as a transportation provider like the number of customers who choose to stay with First Transit, renewing contracts with us repeatedly. Many of our clients have been with First Transit for decades. When First Transit makes a promise to our customers, we stand by it.

A Leader in Transportation Technology

Nationwide, First Transit's extensive experience in technology runs the gamut of transit technologies, from mobile apps and vehicle location devices to customer amenities and every major transit scheduling software application in the market



today. First Transit has developed a reputation as one of the leading innovators in public transportation. We have mastered reengineering with a purpose. If a better, smarter way can be found to conduct business, we will find it, try it, and share the lessons learned with all of our clients. As an innovator and technology leader, First Transit has:

- Developed the only turn-key technology solution program offering consultation, design, project management, software implementation/configuration, hardware installation and training.
- Piloted the first autonomous vehicle project in the U.S., at the forefront of this emerging technology operating at Bishop Ranch in San Ramon, CA.
- Became an exclusive sponsor of the GoMentum Station, one of ten designated Autonomous Vehicle testing grounds, to further refine our knowledge in this space
- Operated the first autonomous vehicle operation transporting passengers in the US in Arlington, TX
- Been among the first to implement multi-modal transit solutions using taxi operators and other private carriers, recently expanding this model to include transportation networking companies (TNCs) such as Uber and Lyft
- Developed proprietary apps and software to provide new levels of system performance analysis, data tracking, customer service and information management
- Expanded our services to incorporate customized technology solutions for our clients through Innovate First, offering transit management solutions, hyperlocal advertising, journey planning, and mobile ticketing

Organization Information

Organization	First Transit, Inc.	
Services	Transit Contracting, Transit Management, Transit Consulting	
Year Founded	1955	
Contact	Jeremy Brown Director of Business Development 600 Vine Street, Suite 1400	Justin Pate SVP Business Development 600 Vine Street, Suite 1400 Cincinnati, Ohio 45202

	Cincinnati, Ohio 45202 P : 702-738-3057t Jeremy.Brown@firstgroup.com		P: (214) 662-0499 Justin.pate@firstgroup.com
Form of Business	Corporation	**Incorporation**	Delaware in 1969
Number of Employees	Employs more than 19,500 people; Manages 4,000 employees		
Federal I.D. Number	23 – 1716119		
US DOT#	1002211	**Motor Carrier**	MC – 576222
Regional Location Contact	Mike Honer, Regional Director of Operations 3250 Telephone Road, Houston, TX 77023 P: 608-209-3255 E: mike.honer@firstgroup.com		
Home Office	First Transit, Inc. 600 Vine St, Suite 1400 Cincinnati, OH 45202		

Operating Statistics

ON TIME PERFORMANCE

As the incumbent provider of Fort Bend County Public Transportation services, we work diligently to ensure on time performance and reliability for the County and our shared customers. While we have not always met your expectations for on-time-performance, we continue to focus on improving our performance, and have obtained a greater than 90% OTP for our Commuter Services since Q2 of 2017.

94%

On average, 94% of First Transit services were on time in 2017 at locations nation-wide.

SAFETY

Safety is at the center of everything we do at First Transit. Prescribing to our mantra "if you can't do it safely, don't do it," we reinstate safe practices and principles throughout our operations, and conduct monthly safety meetings to ensure that safety remains the primary focus of our operations.

This focus on safety can been seen within our Fort Bend operation, where we have exceeded the performance standard set by the county for incident frequency, averaging .265 incidents per 100,000 miles, compared to the County standard of <1.5.

.16 AFR

Company-wide, First Transit leads the way in safety, with an NTD accident frequency rating of only .16 per 100,000 miles in 2017.

EMPLOYEE TURNOVER

First Transit recognizes that a qualified, dependable workforce is central to the success of our operations. As detailed within Tab 1 of this proposal, we continually work to attract and retain the most qualified individuals. With a robust benefits package, employee appreciation initiatives and opportunities for development and growth, First Transit is committed to the people who make our success possible.

21%

Employee turnover rate within our Fort Bend County operation for Q1 of 2018.

In our Fort Bend County location, under the direction of General Manager, Yevette McNeese, we have significantly reduced employee turnover, reducing the total rate by over 15% between 2017 and 2018. Additionally, we provided wage increases of $1.00/hr to all operators at the location, further working to ensure we retain and attract top talent.

References

Include a single page listing of recent (past five (5) years) references for similar projects of public-sector clients that include name and contact information, dates of service, and the types of service provided (para-transit, dispatching, fixed route, etc.) The reference listing is not counted as part of the page limit for the qualifications section.

Please see the following page for a list of First Transit's recent clients with projects similar in size, scope and/or geography to those of Fort Bend County. Additionally, case studies on similar projects have been included earlier in this Tab within the *Experience* subsection. We have limited the list that follows to a single page per the requirements contained within the RFP.

Recent References for Similar Projects

Account Name	Customer Segment	First Name	Last Name	Title	Phone	Email	Customer Since
ACCESS Transportation System - Frankstown	Paratransit	Karen	Hoesch	Executive Director	(412) 562-5353	khoesch@accesstransys.com	1/1/2009
ACCESS Transportation System - Pittsburgh	Paratransit	Karen	Hoesch	Executive Director	(412) 562-5353	khoesch@accesstransys.com	1/1/2008
Allegany County	Fixed Route	Timothy	Boyde	County Admininstrator	585-268-9217	boydett@alleganyco.com	4/8/1999
Bay County, FL Trolley	Fixed Route	Angela	Bradley	Transit Financial Manager	(850) 236-8675	abradley@baycountyfl.gov	7/1/2014
BC Transit Abbotsford/Chiliwack/Agassiz-Harrison	Fixed Route	Lisa	Trotter	Senior Regional Transit Manager		lisa_trotter@bctransit.com	4/1/2010
BC Transit Kamloops	Fixed Route	Daniel	Pizarro	Senior Regional Transit Manager	(250) 828-3311	daniel_pizarro@bctransit.com	1/1/1983
BC Transit Victoria Custom	Paratransit	Kevin	Schubert	Director Regional Transit Systems		kevin_schubert@bctransit.com	1/1/1993
BC Transit/Vernon Shuswap/RDNO	Fixed Route	Rob	Williams	Senior Regional Transit Manager		rob_williams@bctransit.com	1/1/2007
Broward County Transit	Paratransit	Paul	Strobis	Paratransit Manager		pstrobis@broward.org	1/1/2015
Central Contra Costa Transit Authority	Paratransit	Bill	Churchill	Director of Operations	925/ 676-1976	wchurchill@cccta.org	7/1/1990
Central Ohio Transit Authority (COTA)	Paratransit	Amy	Hockman	Director of Mobility Services	614-275-5903	hockmanan@cota.com	8/1/2006
Chemung County	Fixed Route	Tina	Hager	Transit Specialist	607-737-2031	thager@co.chemung.ny.us	1/1/1988
City of Durham	Paratransit	Laurie	Barrett	Operations Manager		lbarrett@triangletransit.org	7/1/1989
City of Fargo	Fixed & Para	Julie	Bommelman	Transit Director, City of Fargo	701/ 476-6737	jbommelman@matbus.com	1/1/2007
City of Moorhead	Fixed Route	Lori	Vanbeek	Transit Director, City of Moorhead		lvanbeek@matbus.com	1/1/2007
City of Pasadena	Fixed & Para	Valerie	Gibson	Transit Manager	626-744-3725	vgibson@cityofpasadena.net	7/1/2001
City of Plymouth	Fixed & Para	Luke	Fischer	Administrative Services Director	(612) 509-5510	lfischer@plymouthmn.gov	3/27/2005
City Of Regina Paratransit	Paratransit	Lynette	Griffin	Transit Operations & Accessibility Manager	(306) 777-7726	lgriffin@regina.ca	7/1/2006
City of Rochester	Fixed Route	Anthony	Knauer	Transit and Parking Manager		tknauer@rochestermn.gov	4/1/2012
East Bay Paratransit Consortium	Paratransit	Rashida	Kamara	General Manager	510-446-2007	rashida.kamara@transdev.com	7/1/2002
Eastern Contra Costa Transit Authority	Fixed Route	Jeanne	Krieg	CEO/General Manager	925/ 754-6622	jkrieg@eccta.org	7/1/1986
Houston Metropolitan Transit Authority (Fixed Route)	Fixed Route	Sheila	Gombita	Executive Director	713-615-7100	sheila@freedom-transit.org	9/30/2007
Houston Metropolitan Transit Authority (Paratransit)	Paratransit	Arturo	Jackson	Director of Transportation Programs	(713) 615-7100	aj02@ridemetro.org	7/1/2015
Johnson County Transit	Fixed & Para	Jameson	Auten	Vice President Regional Service Delivery	913/ 782-2210	jauten@kcata.org	11/21/1991
Met Council East West Crosstown Area Transit Services	Fixed Route	Bruce	Dreier	Project Administrator		bruce.dreier@metc.state.mn.us	
Metropolitan Council - Roseville Agency	Paratransit	Gerri	Sutton	Assistant Director Contract Transit Services	(651) 602-1664	gerri.sutton@metc.state.mn.us	10/1/1993
Milwaukee County Transit Services DEMAND	Paratransit	Mark	Stein	Chief Administrative Officer	(414) 343-1703	mstein@mcts.org	11/1/2007
New York State Department of Transportation	Fixed Route	Matthew T.	Haas	Purchasing	518-457-1585	mhaas@dot.state.ny.us	1/1/2009
NYSDOC-Inmate Movement	Fixed Route	Doug	Botsford	Director of Classification and Movement	(518) 457-8126	dbbotsford@docs.state.ny.us	10/1/1999
PACE Suburban Bus Service - McHenry County	Paratransit	Melinda	Metzger	Asst. Executive Director	(815) 759-7030	melinda.metzger@pacebus.com	7/1/2002
Palm Beach County - PalmTran	Paratransit	Chad	Hockman	Director of Paratransit		chockman@pbcgov.org	2/15/2015
Pierce Transit	Paratransit	Cherry	Thomas	Senior Planner, Paratransit	253/ 984-8217	cthomas@piercetransit.org	7/1/1999
Regional Center of the East Bay	Paratransit	Priscilla	Gomez	Transportation Manager	510-383-1226	pgomez@rceb.org	7/1/2001
River Valley Metro Mass Transit District	Fixed & Para	Robert	Hoffmann	Managing Director	815-935-1403	managingdirector@rivervalleymetro.com	7/1/2007
Seneca Nation of Indians	Fixed Route	Jessica	Robinson	Transportation Director	(716) 945-1790	jessica.robinson@sni.org	7/1/2013
SEPTA - Montgomery County	Paratransit	Frank	Brandis	Director of Operations, CCT	(215) 542-7433	fbrandis@septa.org	6/1/2004
SouthWest Transit	Fixed & Para	Len	Simich	Chief Executive Officer	(952) 974-3101	lsimich@swtransit.org	5/1/2002
Transit Authority of River City (TARC) - Louisville	Paratransit	Priscilla	Rao	Director, Paratransit & Customer Service		prao@ridetarc.org	10/1/2012
Tri-County Metro Transit Authority - TriMet Multnomah	Paratransit	Margo	Moore	Director, Accessible Transportation Program		moorem@trimet.org	2/1/1994
Washington County Transportation	Fixed Route	Sheila	Gombita	Executive Director	(724) 223-8747	sheila@washingtonrides.org	10/1/2008

Subcontractors

Provide a listing of subcontractors that includes company name, address, contact person, telephone number, references and project function. Briefly describe the subcontractor's qualification and experience as well as the primary Contractor's experience working with each subcontractor. Subcontractor listing and description are limited to 5 single sided, single spaced letter sized pages with font size no smaller than 12 points.

First Transit will continue to partner with subcontractors who have proven to meet our high-quality standards, and those of the County. These include REM and Trek, as detailed below.

REM Services (Houston-Based DBE)

First Transit will continue to partner with REM Services for staffing needs. They will continue to supply a Road Supervisor for Fort Bend County.

REM has extensive experience in the local area. In addition to the Fort Bend operation, First Transit partners with them extensively in both our fixed route and paratransit operations for Houston Metro, where they also supply personnel.

Trek

Should Fort Bend County wish to continue their services, First Transit will continue to partner with Trek to provide marketing and promotion services. These include:

- Representation at promotional events, transportation fairs, and similar events.
- Design literature including, brochures, schedules, fare media, and passenger guidelines
- Conduct passenger surveys
- Design print, radio and electronic media
- Provide Fare media, sales and tracking to vendors and corporations

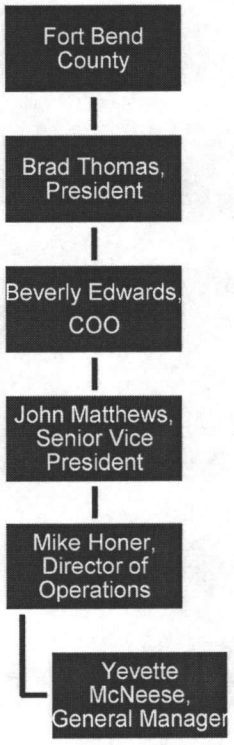
First Transit assumes services provided for Trek will continue to be a pass-through expense for reimbursement on a dollar for dollar basis during the new contract term and not part of the primary financial proposal.

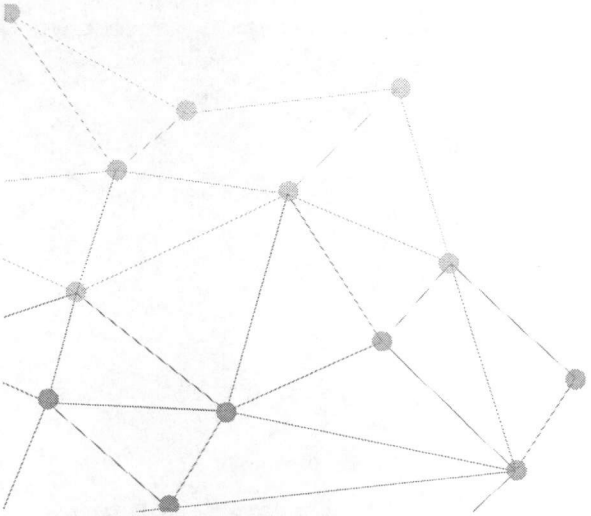
Organizational Charts

Organizational Charts: Up to three (3) organization charts are required. One chart should be labeled "Primary Organization Chart" and include the primary Contractor's organization or structure. The second required chart is to be labeled "Project Organization". This chart should depict the organizational structure proposed for the proposed project. This chart must include the number of personnel proposed for each position. If a subcontractor(s) will be used for any mode of service and/or administrative activity, a third organizational chart is required and should be labeled "Subcontractor Organization". The "Subcontractor Organization" chart should depict the primary Contractor's oversight of subcontractor personnel and detail staff names and titles. Resumes for key staff members are to be included in this section. Examples of key staff members are General Manager, Assistant manager, Safety/Security & Training Manager, and Maintenance Manager, etc.

Primary Organization Chart

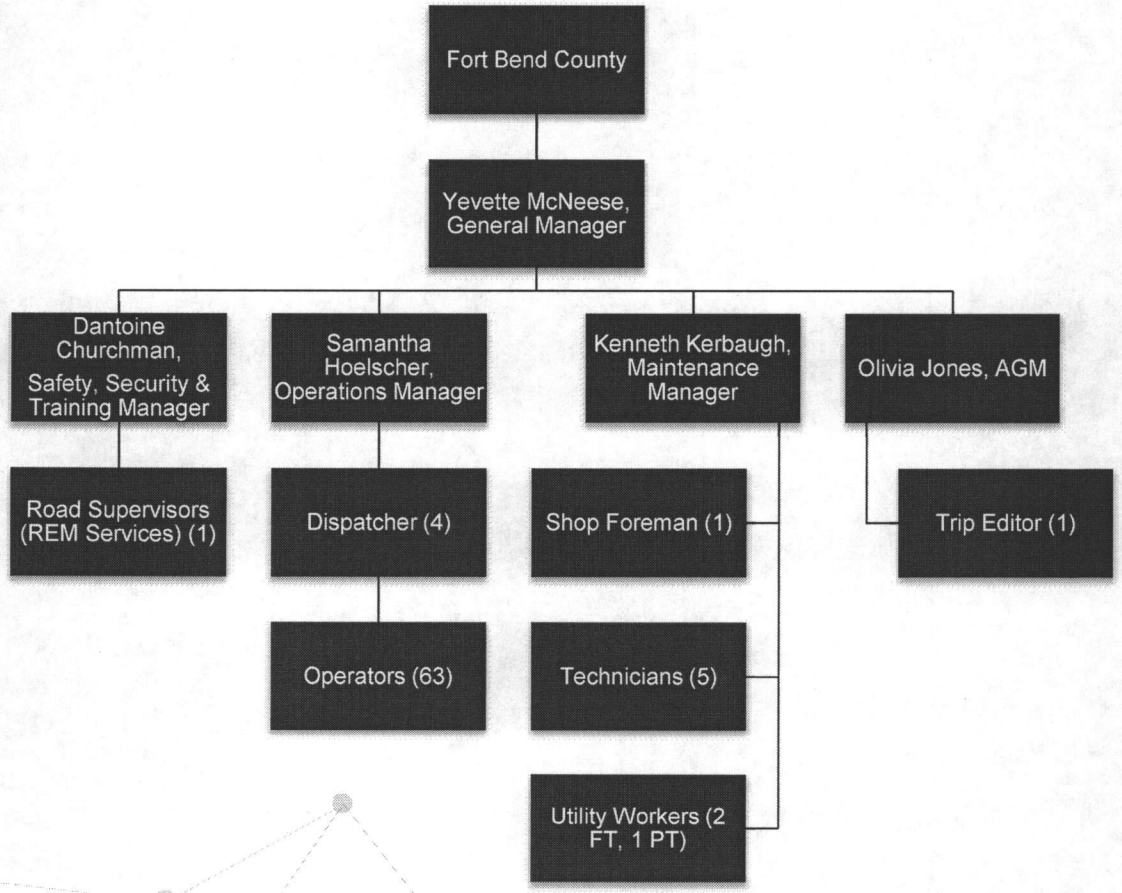
Our commitment to the success of Fort Bend County Public Transit begins with our President, Brad Thomas. Mike Honer will continue to be your primary contract for First Transit's Region and Corporate Support Teams. Purposefully direct to streamline the organizational structure from our clients to the leaders of our company, to the right, we present our organizational structure for region and corporate support for Fort Bend County.





Project Organization Chart

Please see our organization chart for First Transit's local Fort Bend County operation below.



Yevette McNeese

General Manager

Skills

Operations and budget management

Customer service

Compliance

Safety

Reporting

Project Management

Awards

FY14 Regional Safety Award for *Most Improved Location* and *Superior Improvement in Overall Safety*

Professional Experience

First Transit, Inc., Fort Bend, TX

General Manager, 2012-Present

- Oversees daily operational activities within Fort Bend County Transit
- Manages a $4.9 million budget and prepares fiscal data reports
- Advanced and established safety and training goals for accidents and injury prevention, which led to a 75% decrease in preventable accidents and 100% reduction in work related injuries
- Ensures compliance of all federal, local, state, client specific, and company procedures and policies
- Maintains company and contractual assets, which includes facilities, grounds, and 60 vehicles
- Successfully negotiates operating budgets and forecasts upcoming needs

First Transit, Inc., Houston, TX

General Manager – United Airlines Employee Shuttle, 2007-2012

- Oversaw daily operations of work unit at Bush International Airport
- Decreased overtime from 11.71% in FY09 to 3.19%, reduced Workers' Compensation claims of 91.37% from FY09, reduced accident rates of 61% from FY09, reduced customer incident rates of 98.7%, and decreased employee turnover rate from 77% in FY09 to 8%
- Responsible for personnel management for up to 150 FTE, which includes disciplinary actions, background checks, hiring, and terminations
- Developed, implemented, and ensured compliance with work unit policies
- Managed work unit budget of $4.9 million and prepared fiscal data reports

LA County Metro Transit Authority, Los Angeles, CA

Equipment Operations Specialist, 1998-2006

- Provided support to Division Manager and Supervisors
- Located and assigned equipment (buses) for daily city runs
- Assigned equipment to operators on a daily basis
- Scheduled bus maintenance, prepared daily and weekly reports, ordered stationary and supplies for the division, and responded to major system alarms and emergencies

First Transit
First Transit, Inc.
600 Vine Street Suite 1400
Cincinnati, Ohio 45202
Tel 513-241-2200
Fax 513-684-3852

May 11, 2018

Jamie Kovar
Assistant County Purchasing Agent
Fort Bend County Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469

Re: RFP 18-057 Transportation Bus Service for Fort Bend County Public Transportation

Dear Ms. Kovar:

I am excited to continue in the position of General Manager for First Transit in the provision of service under this proposal. The General Manager is one of the key positions required for this project and will play a critical role in successful provision of service. I am committed to this position for the duration of the new contract if awarded to First Transit as a result of this solicitation.

I believe very strongly that this commitment is not only important to Fort Bend County, but is important to my career and to my personal life. I believe very strongly that my current experience to successfully manage the Fort Bend County Public Transportation operation is intrinsically tied to First Transit. The depth and breadth of the support I receive from my region and corporate support team, as well as from my First Transit peer General Managers, has been a cornerstone of my success. I firmly believe that the best choice under this procurement will be to award a new contract to my company.

Further, my success and that of First Transit in this endeavor will be reliant on the strength of our partnership with your agency as we continually strive to improve the service to the residents we serve.

Thank you for the opportunity to participate in this process.

Sincerely,

Yevette McNeese
General Manager
First Transit, Inc.

Olivia Jones

Assistant General Manager

Skills

Strategic planning

Conflict Resolution

Personnel Management

Negotiation

Operations Analysis

Budget Management

Education

University of Phoenix, *BS in Business*

Affiliations

Name of Affiliation, *Role in Affiliation*

Professional Experience

First Transit, Inc., Houston, TX

Account Manager, 2017-Present

- Oversees payroll and revenue invoices under the direct leadership of the general manager
- Responsible for client billing

Self-Employed, 2016-2017

- Transportation and consulting services

Southwest Ohio Regional Transit Authority, Cincinnati, OH

Vice President of Human Resources, 2015-2016

- Directed executive oversight of all areas of human resources to include benefits, performance management, recruitment, training/professional development, leave, and records retention
- Transitioned health insurance from fully funded to self-insured at a savings of over $12 million
- Negotiated labor contract to include wellness initiatives

Capital Metropolitan Transportation Authority, Austin, TX

Program Manager, 2014-2015

- Oversaw the passenger commuter rail contractor to ensure the day-to-day passenger and freight transportation activities of the rail system including field supervision, train operations, and dispatch were in compliance with regulatory authorities and the commuter rail agreement
- Developed the current commuter rail contract including incentives and disincentives for performance
- Procured commuter rail operations and maintenance providers

First Transit, Inc., Muncie, IN

General Manager, 2013-2014

- Oversaw the day-to-day of the Muncie Indiana Transit System, which included staffing responsibilities, performance management, strategic planning, and labor and client relations
- Negotiated labor contract
- Procured healthcare in compliance with ACA
- Had no adverse findings during the 2013 Triennial Review

Union Pacific Railroad, Omaha, NE

Manager of Yard Operations, 2011-2013

- Responsible for the management of rail transportation terminal, which was composed of five operations supervisors, 200 train operators, three yard masters, and 18 yard employees
- Introduced monthly safety slogans to reduce employee accidents – location was accident free during 2012
- Implemented process improvement strategies for improved productivity
- Achieved the top 10 terminal performance in the organization

Capital Metropolitan Transportation Authority, Austin, TX
Assistant Director of Transportation/Superintendent/Dispatcher-Supervisor, 2001-2011

- Led a team of 25 supervisors and three managers by providing strategic and tactical review and analysis to all transportation operations and programs
- Assured that all business practices and processes were appropriate, consistent, and within compliance
- Partnered and collaborated with all other company departments to ensure the adherence and compliance with all operational, safety, regulatory, legal, and financial policies, programs, and requirements
- Developed supervisor and dispatcher performance standards
- Reduced staff overtime by 50%

Certifications and Courses

NIMS 100/200 On-Line Certificate, FEMA
Management and Leadership Certificate, University of Texas
Project Management Certificate, University of Texas
Rail Collision Investigation, Texas Department of Transportation
Bus Collision Investigation, Texas Department of Transportation
FTA Drug and Alcohol, Federal Transportation Administration
Rail Operations Management Training, Union Pacific Railroad

Samantha Hoelscher

Operations Manager

Skills

Safety

Planning

Operations management

Personnel management

Compliance

Education

Southern Arkansas University, *BS in Physiology*

Blinn College, *AS in Kinesiology*

Professional Experience

First Transit, Inc., Sugar Land, TX

Operations Manager, 2014-Present

- Plans, organizes, and manages the work of subordinate staff to ensure the work is accomplished in a manner consistent with organizational requirements
- Collaborates with other managers and staff members in order to formulate and implement policies, procedures, goals, and objectives
- Monitors operations to ensure that staff members comply with administrative policies and procedures, safety rules, union contracts, and government regulations
- Promotes safe work activities by conducting safety audits, attending company safety meetings, and meeting with individual staff members
- Develops criteria, application instructions, procedural manuals, and contracts for federal and state public transportation programs
- Maintains and promotes customer relations through safe and effective service delivery and through direct contact and outreach with the client

First Transit, Inc., San Marcos, TX

Safety Supervisor/Payroll, A/P, A/R, and Benefits Coordinator, 2012-2014

- Served as first line supervisor for drivers, customer response, driver field evaluation, and accident first-responders
- Designed and delivered new driver training and safety courses for the San Marcos location, behind the wheel training of new drivers, and retraining those involved in accidents
- Assisted the Safety Manager with Department of Transportation and Federal Transit Administration compliances regarding drug testing, OSHA reports, and safety violation documents
- Oversaw operations on the road and assisted drivers with roadway solutions
- Assisted with managing daily service by reviewing route performance and proactively responding to situations that impacted customer service
- Conducted several interviews for hiring new drivers and assisted with the hiring of supervisor positions

Vernon College, Vernon, TX

Assistant Softball Coach/Assistant Director of Housing, 2009-2012

- Actively involved and assisted with the head coach in all aspects of planning, organizing, administering, and coordination of the program
- Provided coaching, training, recruiting, program development, budget management, eligibility requirements, public relations, selection of athletic scholarship recipients, and monitoring high academic progress of the student athletes

Kenneth D. Kerbaugh

Maintenance Manager

Skills

ASE Quad Master Certified Shop Manager/Shop Foreman/Instructor

Familiar with electrical/electronic controls, pneumatics, powertrain, brakes, and suspension systems

Project development

Education

Universal Technical Institute,
Coursework included: diesel engines, brakes, suspension, and electrical

Professional Experience

First Transit, Inc., Sugar Land, TX

Maintenance Manager, 2015-Present

- Supervises and leads a crew of technicians
- Assists and motivates technicians to acquire and maintain ASE certifications
- Assists in diagnosing and repairing difficult problems
- Monitors and identifies any repeat failures
- Creates and monitors a road call reduction plan
- Inspects buses on a regular basis for proper repairs and cleanliness
- Conducts monthly environmental site inspections

Lead Tech/Working Foreman, 2014-2015

- Scheduled all work for first and second shift technicians
- Entered all data in INFOR and scheduled PM's
- Ordered both stock parts and special-order parts
- Assisted in diagnosing and repairing difficult problems

Best Transportation, Newark, NJ

Maintenance Manager, 2006-2014

- Supervised a crew of seven technicians
- Dispatched road service for any breakdown situation
- Trained mechanics to perform all needed repairs safely and correctly
- Diagnosed and repaired complex electrical problems

NJ Transit, Newark, NJ

Senior Maintenance Instructor, 2000-2011

- Instructed classes consisting of electrical theory, electronic controls, powertrain, brakes, and suspension
- Developed lesson plans on new equipment
- Worked in the field to solve difficult problems in the garage
- Trained by factory reps from Caterpillar, Cummins, Detroit Diesel, Allison, ZF, I/O Controls, Luminator, Proheat, Lift-U, Amerex, and Ricon

Certifications and Courses

ASE Master Certified in Transit Bus, Med/Heavy Truck, Automotive, and School Bus

L1 & L2 certified

Dan Churchman

Safety Manager

Skills

Classroom and behind the wheel training

Lytx DriveCam Coach

Trainer for CDL road test at DPS

Accident investigation

Driver safety counseling

Certified Smith System trainer

Train the Trainer

Education

Stephen F. Austin State University, *Pre-engineering*

Professional Experience

First Transit, Inc., Sugar Land, TX

Safety and Training Manager, 2017-Present

- Reviews camera system Lytx DriveCam to evaluate employee's unsafe behaviors and address behavior according to policy and procedure
- Investigates accidents to determine preventability and substance abuse testing
- Reports accidents to claims department as needed and provides adjusters with required information for claim filed
- Conducts monthly safety meetings for 75-80 employees and documents attendance compliance
- Classroom and BTW Training.

Behind the Wheel (BTW) Trainer/Driver, 2014-2017

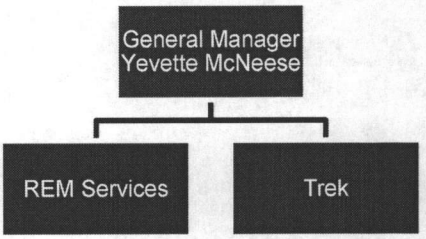
- Trained new drivers on policy and procedures and evaluated new driver's skills and safety behind the wheel
- Prepared and trained new drivers to successfully pass the Commercial Drivers License (CDL) written test and road test at the Department of Public Safety (DPS)
- Drove open routes as needed to avoid any interruptions in service to our customers

Safety and Training Supervisor, 2004-2009

- Provided direction and guidance to location's trainers
- Counseled drivers on safe behaviors
- Attended meetings with client to address any safety issues and concerns

Subcontractor Organization Chart

General Manager Yevette McNeese will continue to have ultimate responsibility for our subcontractors. They will continue to report to her.



Transition Schedule

Schedule: Provide proposed schedules indicating key milestones and activities after contract is awarded and Contractor has fully transitioned into the Fort Bend County Public Transportation facility. Include a detailed implementation plan for the project that demonstrates both an understanding of the project elements, person(s)

As the incumbent provider of Fort Bend County Public Transportation services, First Transit is the only contractor who can offer a truly seamless transition to the new contract. As detailed previously in TAB A of this proposal, we have developed a detailed implementation plan that we will follow throughout the transition from the current to the new contract. Included as an Attachment is our schedule indicating key milestones and activities with dates.

TAB 3

Cost

First Transit

Tab 3: Cost

Proposed pricing evidences consideration for use or nonuse of County-owned buildings, equipment, and services. Pricing proposed is consistent with recent awards in the Houston region and is consistent with the level of services or incentives offered. Complete and attach the pricing matrix provided in this RFP document as Attachment J.

Please see our Price Proposal on the following pages.

This pricing is based on the following assumptions:

1. Pricing is based on the Request for Proposals, answers to questions, and addenda provided by Fort Bend County.

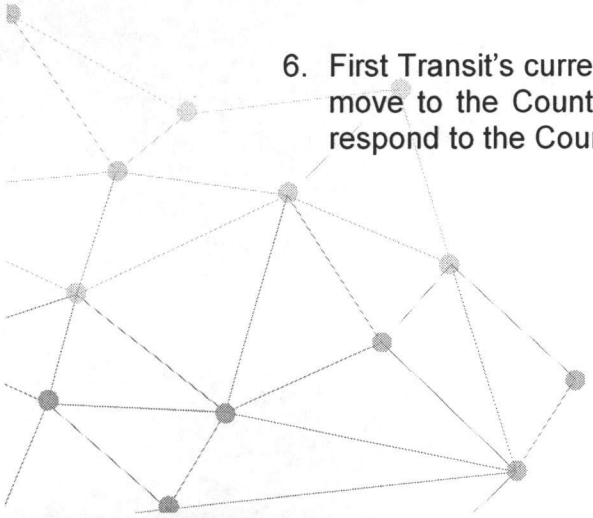
2. Pricing is based on the first two years of the agreement at the rates presented on the price page and automatically adjusting in year 2, thereafter pricing increases shall be based on CPI on an annual basis and reflect the relocation status to the County facility.

3. Proposed pricing does not include TREK. The costs for TREK are assumed to remain a pass-through cost for all billable work on a dollar-for-dollar basis.

4. The average driver wage proposed is $14.32 per hour. This reflects current and projected driver seniority/longevity with retention of experienced, customer focused drivers, with a starting wage rate of $13.50.

5. Our pricing assumes 30 new vehicles to be provided by the County in Year one, and replacement of many First Transit vehicles in year 3 of the term of the agreement.

6. First Transit's current facility lease will be included as an expense until the move to the County facility. This lease may be extended as needed to respond to the County's new facility opening date.



7. First Transit is dedicated key staff, supervisors, dispatchers, and maintenance staff to the Fort Bend contract. We are not sharing or allocating these staff over other contracts. Key staff are committed to this contract.

8. Our price reflects competitive wages and benefits. Our approach is to offer these competitive wages to attract, hire, and retain the best candidates for Fort Bend services.

Please complete all applicable unshaded cells. Use the Explanations and Assumptions column to detail or note any information you feel pertinent to your bid. You must also include the methodology used to arrive at your rates. Attach additional sheets as necessary. (NOTE: The gray shaded cells contain formulas that will automatically calculate.)

	Before Facility Move-In Yr One 10/1/2018 - 9/30/2019	Before Facility Move-In Yr Two 10/1/2019 - 9/30/2020	In New Facility Yr Three 10/1/2020 - 9/30/2021	In New Facility Yr Four 10/1/2021 - 9/30/2022	In New Facility Yr Five 10/1/2022 - 9/30/2023	Explanations and Assumptions
OPERATIONS LABOR						
Vehicle Operators ($13.50 per hour)	$ 1,683,041.25	$ 1,723,899.35	$ 1,767,667.57	$ 1,813,194.23	$ 1,861,660.19	Starting wage is $13.50, average wage is $14.50
Safety and Training	$ 185,319.95	$ 197,068.24	$ 199,558.60	$ 201,540.95	$ 203,043.94	
Field Supervision	$ 65,000.00	$ 66,625.00	$ 68,290.63	$ 69,997.89	$ 71,747.84	
Dispatchers	$ 135,559.10	$ 137,999.16	$ 140,483.14	$ 143,011.84	$ 145,586.05	
General Manager	$ 108,521.88	$ 110,692.31	$ 112,906.16	115164.2819	$ 117,467.57	
Operations Manager	$ 56,844.79	$ 57,981.69	$ 59,141.32	$ 60,324.15	$ 61,530.63	
Payroll Taxes	$ 212,885.54	$ 218,631.51	$ 223,930.57	$ 229,394.22	$ 234,879.14	
Worker's Compensation	$ 100,352.92	$ 105,447.51	$ 110,386.86	$ 115,580.19	$ 120,935.92	
Subtotal: Operations Labor	$ 2,547,525.41	$ 2,618,344.76	$ 2,682,364.84	$ 2,748,207.75	$ 2,816,851.27	
MAINTENANCE LABOR						
Mechanics	$ 258,669.81	$ 263,325.87	$ 268,065.74	$ 272,890.92	$ 277,802.96	
Supervisors/Foreman	$ 150,138.17	$ 153,016.36	$ 155,949.87	$ 158,939.76	$ 161,987.14	
Maintenance Clerk	$ 62,231.77	$ 63,351.94	$ 78,501.36	$ 79,914.38	$ 81,352.84	This is actually (2) full-time and (1) part-time service workers
Payroll Taxes	$ 43,733.01	$ 44,588.05	$ 47,084.41	$ 48,016.61	$ 48,968.65	
Worker's Compensation	$ 16,352.32	$ 16,986.76	$ 17,645.83	$ 18,330.49	$ 19,041.72	
Subtotal: Maintenance Labor	$ 531,125.07	$ 541,268.98	$ 567,247.20	$ 578,092.16	$ 589,153.30	
MAINTENANCE						
Vehicle Parts	$ 363,541.23	$ 424,594.84	$ 422,773.84	$ 498,620.63	$ 595,651.44	
Tires	$ 41,827.64	$ 41,864.13	$ 41,855.59	$ 41,844.61	$ 41,831.49	
Fluids	$ 16,731.06	$ 16,745.65	$ 16,742.24	$ 16,737.84	$ 16,732.59	
Shop Supplies	$ 3,500.00	$ 3,587.50	$ 3,677.19	$ 3,769.12	$ 3,863.35	
Tools and Equipment	$ 24,395.76	$ 20,526.94	$ 14,686.72	$ 2,609.75	$ 2,715.38	
Fleet License/Inspection	$ 10,000.00	$ 10,250.00	$ 10,506.25	$ 10,768.91	$ 11,038.13	
Subtotal: Maintenance	$ 459,995.69	$ 517,569.06	$ 510,241.84	$ 574,350.86	$ 671,832.37	
OTHER OVERHEAD						
Uniforms	$ 10,100.00	$ 10,352.50	$ 10,611.31	$ 10,876.60	$ 11,148.51	
Recruiting	$ 2,160.00	$ 2,214.00	$ 2,269.35	$ 2,326.08	$ 2,384.24	
Background/Driving Records	$ 8,160.00	$ 9,235.25	$ 9,287.53	$ 9,336.64	$ 9,194.76	
Training	$ 22,750.00	$ 23,318.75	$ 23,901.72	$ 24,499.26	$ 25,111.74	
Drug Testing	$ 22,968.00	$ 25,653.70	$ 25,862.19	$ 26,065.06	$ 25,807.15	
Subtotal: Other Overhead	$ 66,138.00	$ 70,774.20	$ 71,932.09	$ 73,103.64	$ 73,646.40	
ADMINISTRATION						
General & Administrative Staff	$ 101,634.10	$ 103,594.60	$ 105,593.00	$ 107,630.06	$ 109,706.50	
Payroll Taxes	$ 8,907.19	$ 9,078.29	$ 9,252.72	$ 9,430.54	$ 9,611.81	
Worker's Compensation	$ 2,032.68	$ 2,113.33	$ 2,197.18	$ 2,284.36	$ 2,375.00	
Other Benefits	$ 334,266.18	$ 352,541.29	$ 372,153.56	$ 392,362.58	$ 411,291.52	Includes health benefits, life insurance, and paid-time-off
Administrative Materials/Supplies	$ 684,799.99	$ 642,342.83	$ 622,216.68	$ 596,586.15	$ 540,215.16	See attached sheet
Subtotal: Administrative Costs	$ 1,131,640.13	$ 1,109,670.34	$ 1,111,413.15	$ 1,108,293.69	$ 1,073,200.00	
INSURANCE						
Auto Insurance (Revenue Fleet Only)	$ 172,433.92	$ 176,035.58	$ 179,519.79	$ 183,062.26	$ 186,665.13	
General Liability	$ 9,075.47	$ 9,265.03	$ 9,448.41	$ 9,634.86	$ 9,824.48	
Performance Bond	$ 4,125.00	$ 4,228.13	$ 4,333.83	$ 4,442.17	$ 4,553.23	
Subtotal: Insurance	$ 185,634.39	$ 189,528.74	$ 193,302.03	$ 197,139.29	$ 201,042.84	
COST SUMMARY						
Subtotal: Operations Labor	$ 2,547,525.41	$ 2,618,344.76	$ 2,682,364.84	$ 2,748,207.75	$ 2,816,851.27	
Subtotal: Maintenance Labor	$ 531,125.07	$ 541,268.98	$ 567,247.20	$ 578,092.16	$ 589,153.30	
Subtotal: Maintenance	$ 459,995.69	$ 517,569.06	$ 510,241.84	$ 574,350.86	$ 671,832.37	
Subtotal: Other Overhead	$ 66,138.00	$ 70,774.20	$ 71,932.09	$ 73,103.64	$ 73,646.40	
Subtotal: Administrative Costs	$ 1,131,640.13	$ 1,109,670.34	$ 1,111,413.15	$ 1,108,293.69	$ 1,073,200.00	
Subtotal: Insurance	$ 185,634.39	$ 189,528.74	$ 193,302.03	$ 197,139.29	$ 201,042.84	
TOTAL COSTS USING FBC OWNED VEHICLES	$ 4,922,058.70	$ 5,047,156.08	$ 5,136,501.14	$ 5,279,187.40	$ 5,425,726.18	
ADD: CONTRACTOR VEHICLE COSTS	$ 88,400.05	$ 98,585.05	$ 148,175.00	$ 148,175.00	$ 148,175.00	
TOTAL COSTS USING CONTRACTOR OWNED VEHICLES	$ 5,010,458.75	$ 5,145,741.13	$ 5,284,676.14	$ 5,427,362.40	$ 5,573,901.18	

DEMAND RESPONSE/POINT DEVIATION (MINI-VAN OR 16 PASSENGER BUS)						
Est Service Hours: Demand Response/Point Deviation	68696	68696	68696	68696	68696	
# of FBC Vehicles - Demand Response/Point Deviation	24	24	24	24	24	estimation for reference only
Est Service Hours: County Vehicle	87.20%	87.20%	87.20%	87.20%	87.20%	estimation for reference only
Est Service Hours: Contractor Vehicle	12.80%	12.80%	12.80%	12.80%	12.80%	estimation for reference only
# of Contractor Vehicles - Demand Response/Point Deviation	1	1	1	1	1	
FBC Vehicle - Cost Per Service Hour	$ 47.41	$ 48.69	$ 50.00	$ 51.35	$ 52.74	
Contractor Vehicle - Cost Per Service Hour	$ 58.92	$ 60.51	$ 62.14	$ 63.82	$ 65.54	
COMMUTER (32 or 42 PASSENGER BUS)						
Est Service Hours: Commuter	34086	34086	34086	34086	34086	
# of FBC Vehicles - Commuter	18	18	18	18	18	estimation for reference only
Est Service Hours: County Vehicle	75.00%	75.00%	75.00%	75.00%	75.00%	estimation for reference only
Est Service Hours: Contractor Vehicle	25.00%	25.00%	25.00%	25.00%	25.00%	estimation for reference only
# of Contractor Vehicles - Commuter	7	7	7	7	7	
FBC Vehicle - Cost Per Service Hour	$ 45.60	$ 46.83	$ 48.09	$ 49.39	$ 50.72	
Contractor Vehicle - Cost Per Service Hour	$ 57.11	$ 58.65	$ 60.23	$ 61.86	$ 63.53	
CHARTER (NO MINIMUM SIZE-MAXIMUM BUS SIZE 42 PASSENGER)						
Est # of trips: Charter	10	10	10	10	10	
# of Contractor Vehicles - Charter	2	2	2	2	2	
FBC Vehicle - Cost Per Service Hour (must be same rate as Commuter)	$ 45.60	$ 46.83	$ 48.09	$ 49.39	$ 50.72	
Contractor Vehicle - Cost Per Service Hour (must be same rate as Commuter)	$ 57.11	$ 58.65	$ 60.23	$ 61.86	$ 63.53	
GUARANTEED RIDE HOME (MUST BE ADA ACCESSIBLE IF REQUESTED)						
Est # of trips: Guaranteed Ride Home	48	48	48	48	48	
Flat Rate per Trip	$ 45.00	$ 46.13	$ 47.28	$ 48.46	$ 49.67	

	Before Facility Move-In	Before Facility Move-In	In New Facility	In New Facility	In New Facility
	Yr One	Yr Two	Yr Three	Yr Four	Yr Five
	10/1/2018 - 9/30/2019	10/1/2019 - 9/30/2020	10/1/2020 - 9/30/2021	10/1/2021 - 9/30/2022	10/1/2022 - 9/30/2023
Administrative Materials/Supplies					
Non-Revenue Vehicles	$ 16,356.60	$ 16,751.68	$ 17,170.38	$ 17,561.33	$ 18,201.00
Property Taxes	$ 20,000.00	$ 20,500.00	$ 21,012.50	$ 21,537.81	$ 22,076.26
Tolls	$ 2,400.00	$ 2,460.00	$ 2,521.50	$ 2,584.54	$ 2,649.15
Office Equipment & Supplies	$ 18,864.00	$ 19,225.85	$ 19,596.75	$ 20,314.46	$ 20,704.14
Facility Rent, Utilities & Maintenance	$ 79,680.00	$ 81,672.00	$ 18,280.88	$ 18,737.90	$ 19,206.34
Telephone	$ 39,000.00	$ 39,975.00	$ 40,974.38	$ 41,998.73	$ 43,048.70
Outside Services	$ 8,748.00	$ 8,966.70	$ 9,190.87	$ 9,420.64	$ 9,656.16
Corporate Overhead	$ 197,334.47	$ 205,272.12	$ 210,375.10	$ 217,860.85	$ 226,843.06
Profit	$ 249,764.92	$ 193,551.18	$ 209,376.83	$ 171,469.44	$ 101,312.39
Drivecam	$ 31,584.00	$ 32,373.60	$ 33,182.94	$ 34,012.51	$ 34,862.83
GeoTab	$ 9,408.00	$ 9,643.20	$ 9,884.28	$ 10,131.39	$ 10,384.67
Moving Expenses	$ -	$ -	$ 18,400.00	$ 18,400.00	$ 18,400.00
Misc Other	$ 11,660.00	$ 11,951.50	$ 12,250.29	$ 12,556.54	$ 12,870.46
Total Administrative Materials/Supplies	$ 684,799.99	$ 642,342.83	$ 622,216.68	$ 596,586.15	$ 540,215.16

TAB 4

Alternative Approach, Performance Incentive/Innovation

First Transit

Tab 4: Alternative Approach, Performance Incentive / Innovation

Alternative approach is proposed that is well documented and justified that if accepted, would provide cost savings to the County and/or enhanced customer service. The proposal includes measurable performance goals with matching incentives over and above the minimum requirements. Innovative and/or augmented services are proposed with little or no price differential.

First Transit has not provided any alternative approaches for this proposal. As the incumbent operator, we understand the staff, resources, tools and approaches necessary to provide safe, reliable customer-focused transportation that exceeds your expectations, and those of our shared ridership.

We believe that, as your partner, it is our responsibility to bring cost savings and innovations that are right for Fort Bend County to you in our primary proposal and in our daily service delivery, not as a separate alternative option.

First Transit is a company that responds well to change and manages service adjustments, new service expansion and varying hours and days of service seamlessly. We work as your partner and under your direction to meet demand and match your resources efficiently. Whether new park and ride commuter service, better customer facing apps and communications, or emergency preparedness, we will support your operations.

The approach presented in this proposal is built on our understanding of the Fort Bend transportation services, your expectations and goals and the development of best practices and proven solutions from our nation-wide transportation experience. We know that you trust us to provide high-quality transportation services that bring value to the County, and we do not take your faith in us lightly.

We are committed to the success of transportation services in the Fort Bend community and we believe alternative approaches with tools and methods that have not been proven, suggestions not based on experience specifically in Fort Bend, or initiatives that do not give the valued workforce in Fort Bend the respect they deserve, would be against that mission.

Optional Enhancement: TripSpark Passenger Portal

With TripSpark Passenger Portal, presented as an optional enhancement to the County, Fort Bend County riders will appreciate having more control over their transit experience by being able to manage their entire paratransit schedule online. The user-friendly web portal provides immediate access to trip details, personal profiles, and live bus tracking. Empowering riders to manage trips online reduces the need to call or email the call center, overall reducing workload for staff but, more importantly, giving your riders the freedom and flexibility they want. As a Trapeze product, the TripSpark passenger portal ties in directly and seamlessly with Trapeze.

Should the County see the value in this service, First Transit can provide optional pricing at that time. We did not include this in our pricing, to allow the County the flexibility to choose if this service would bring benefit to the operation.

Riders can access Passenger Portal from any online browser, including mobile devices. From there, riders will have the ability to review, confirm, or cancel their trips 24/7. They can map planned trip itineraries and view live vehicle location to get a precise estimate of when their pickup times. TripSpark's user-friendly interface makes it simple for riders to perform many different tasks with the push of a button. From any web-enabled device, riders would be able to:

- Book, review, confirm, and cancel trips
- Generate a return trip or notify of a desired pickup
- View and edit all upcoming and previously booked trips
- Process payments online
- Review or edit their personal profiles

Additional benefits for Fort Bend County would include:

- Reduced strain on call centers
- Limited need for training and IT intervention
- Easy customization and configuration without contacting TripSpark

- Website templates ready with complete customization of login portal for clients

IVR NOTIFICATIONS

TripSpark Notification is a back-end, IVR (interactive voice response) notification system that will provide passengers with voice, text, or email notifications for their paratransit rides. Notification integrates seamlessly with Trapeze Novus and Pass in order to provide reminders to riders of upcoming trips, imminent bus arrival, and allows riders to confirm or cancel trips.

TAB 5

Overall Completness

First Transit

Tab 5: Overall Completeness of Proposal

Certification Forms

a. Certification of Restriction on Lobbying

b. Discloser of Lobbying Activities

c. Certification Regarding Government-Wide Debarment and Suspension

d. Texas Department of Transportation Form PTN-130 Consolidated Certification

e. Disclosure of Interests Certification

f. Certification and Statement of Qualifications

Current Certificate of Insurance

Vendor Form

W9 Form

Tax Form/Debt/Residence Certification

Contractor Acknowledgement of Stormwater Management Program

Please find First Transit's required forms and documentation, as detailed above, on the following pages.

COUNTY PURCHASING AGENT
Fort Bend County, Texas

Debbie Kaminski, CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

April 17, 2018

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County RFP 18-057– Transportation Bus Service for Fort Bend County Public Transportation

Addendum 1:

Attached is addendum 1. Vendors are to use the Addendum 1 document while preparing their response. Revisions are to the response date, Sections 4.1 and 8.0.

****

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Jaime Kovar at Jaime.kovar@fortbendcountytx.gov

First Transit, Inc.
Company Name

5/7/2018
Signature of person receiving addendum — Date

If you have any questions, please contact this office.

Sincerely,

Jaime Kovar
Assistant County Purchasing Agent

COUNTY PURCHASING AGENT

Fort Bend County, Texas

Debbie Kaminski, CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

May 7, 2018

TO: All Prospective Bidders

RE: Addendum No. 2 – Fort Bend County RFP 18-057– Transportation Bus Service for Fort Bend County Public Transportation

Addendum 2:

Attached is addendum 2. Vendors are to use the Addendum 2 document while preparing their response. Revisions are to Sections 1, 26, 29, 33, 38, 39, 41, 44, 45, 50, and 53. Questions and Answers are included. Attachments J, K, and L may be downloaded from the Fort Bend County Purchasing website.

****

Immediately upon your receipt of this addendum 2, please fill out the following information and email this page to Jaime Kovar at Jaime.kovar@fortbendcountytx.gov

First Transit, Inc.

Company Name

5/7/2018

Signature of person receiving addendum — Date

If you have any questions, please contact this office.

Sincerely,

Jaime Kovar
Assistant County Purchasing Agent

COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Debbie Kaminski, CPPB
County Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	First Transit, Inc.
Business Name (if different from legal name)	
Federal ID # or S.S. #	23-1716119
Type of Business	_x_ Corporation/LLC ___ Partnership ___ Sole Proprietor/Individual ___ Tax Exempt Organization
Publicly Traded Business	___ No _x_ Yes Ticker Symbol FirstGroup plc is listed on the London Stock Exchange under the ticker symbol FGP
Remittance Address	
City/State/Zip	
Physical Address	600 Vine St., Ste. 1400
City/State/Zip	Cincinnati, OH 45202
Phone/Fax Number	Phone: 513-241-2200 Fax: 513-684-8852
Contact Person	Jeremy Brown
E-mail	jeremy.brown@firstgroup.com
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise ____ Certification # ____ SBE-Small Business Enterprise ____ Certification # ____ HUB –Texas Historically Underutilized Business ____ Certification # ____ WBE-Women's Business Enterprise ____ Certification # ____
Company's gross annual receipts	<$500,000 ____ | $500,000-$4,999,999 ____ $5,000,000-$16,999,999 ____ | $17,000,000-$22,399,999 ____ >$22,400,000 _x_
NAICs codes (Please enter all that apply)	485111, 485113
Signature of Authorized Representative	
Printed Name	Bradley A. Thomas
Title	President
Date	5/11/2018

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
First Transit, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
[ ] Individual/sole proprietor or single-member LLC [X] C Corporation [ ] S Corporation [ ] Partnership [ ] Trust/estate
[ ] Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
[ ] Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
600 Vine St., Ste. 1400

Requester's name and address (optional)

6 City, state, and ZIP code
Cincinnati, OH 45202

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
2 3 - 1 7 1 6 1 1 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 5/11/2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

o establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor[4]
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Rolando B. Pablos
Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application for Certificate of Authority for FIRST TRANSIT, INC. (file number 4158306), a DELAWARE, USA, Foreign For-Profit Corporation, was filed in this office on October 13, 1977.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on May 10, 2018.

Rolando B. Pablos
Secretary of State

Mandatory Form

Contractor Acknowledgement of Stormwater Management Program

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

First Transit, Inc.
(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

Contractor Signature

5/11/2018
Date

Bradley A. Thomas
Printed Name

President
Title

Form A

CERTIFICATION FORM

In submitting this proposal, the undersigned certifies on behalf of its firm and any proposed subcontractors as follows:

(1) **Bid Validity Certification:** If this offer is accepted within one hundred twenty (120) calendar days from the due date, to furnish any or all services upon which prices are offered at the designated point within the time specified;

(2) **Non-Collusion Certification:** Has made this proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to this proposal with any other FIRM or with any other competitor,

(3) **Affirmative Action/DBE:** Is in compliance with the Common Grant Rules affirmative action and and Department of Transportation's Disadvantaged Business Enterprise requirements.

(4) **Non-Conflict Certification:** Represents and warrants that no employee, official, or member of the Regional Transportation Authority's Board of Directors is or will be pecuniarily benefited directly or indirectly in this Contract,

(5) **Non-Inducement Certification:** The undersigned hereby certifies that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Regional Transportation Authority with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of this Contract.

(6) **Debarment and Suspension:** The undersigned is neither debarred nor suspended from Federal programs under U. S. Department of Transportation regulations, "Nonprocurement Suspension and Debarment," 2 CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4.

(7) **Integrity and Ethics:** Has a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j)(2)(A)

(8) **Public Policy:** Is in compliance with the public policies of the Federal Government, as required by 49 U.S.C. Section 5325(j)(2)(B)

(9) **Administrative and Technical Capacity:** Has the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D)

(10) **Licensing and Taxes:** Is in compliance with applicable licensing and tax laws and regulations

(11) **Financial Resources:** Has, or can obtain, sufficient financial resources to perform the contract, as required by 49 U. S. C. Section 5325 (j)(2)(D)

(12) **Production Capability:** Has, or can obtain, the necessary production, construction, and technical equipment and facilities.

(13) **Timeliness:** Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

(14) **Performance Record:** Is able to provide a satisfactory current and past performance record.

Signature

Bradley A. Thomas, President
Printed Name/Title

First Transit, Inc.
Firm Name

5/11/2018
Date

Form B

CERTIFICATION
OF
RESTRICTIONS ON LOBBYING
(Required for contracts over $100,000.)

I, Bradley A. Thomas (Name), President (Title), hereby certify on behalf of the First Transit, Inc. (Company Name), that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement, contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL: "Disclosure of Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 49 CFR Part 20.110.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The undersigned understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 49 CFR Part 20.110. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this 11 day of May, 2018.

Signed: _____

Printed Name: Bradley A. Thomas, President

Company Name: First Transit, Inc.

*First Transit is not currently acting as a lobbyist for any federal agency.

Form C

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**3. Report Type:** a. initial filing _____ b. material change **For material change only:** Year _____ quarter _____ Date of last report_____
4. Name and Address of Reporting Entity: ____ Prime _____ Subawardee Tier_____, if Known: **Congressional District, *if known*:**	**5. If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District, *if known*:**	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
8. Federal Action Number, *if known*:	**9. Award Amount, *if known*:** **$**	
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** Bradley A. Thomas **Title:** President **Telephone No.:** 513-241-2200 **Date:** 5/11/2018	
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Bradley A. Thomas, President 513-241-2200

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Form D

CERTIFICATION REGARDING GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Bidder/Offeror is required to verify that none of the 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.

The Bidder/Offeror 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.

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 Fort Bend County (agency name). If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Fort Bend County (agency name), 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.

DATE 5/11/2018

SIGNATURE

COMPANY First Transit, Inc.

NAME Bradley A. Thomas

TITLE President

FORM E

Consolidated Certification Form

I. GENERAL:
The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with Federal Transit Administration (FTA) funds. Vendors are certifying by reference the entire list of FTA FY 2017 Certifications and Assurances, and shall download the same at:
https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/fta-fiscal-year-2017-certifications-and

A. Access to Third Party Contract Records (ALL)
As required by 49 U.S.C. § 5325(g). The VENDOR agrees provide sufficient access to records as needed to assure proper project management and compliance with Federal laws and regulations.

B. Interest of Members of or Delegates to Congress (ALL)
The vendor certifies that no member of or delegate to the Congress of the United States (US) shall be admitted to any share or part of this contract or to any benefit arising therefrom.

C. Prohibited Interest (ALL)
The vendor certifies that no member, officer or employee of the Public Body or of a local public body during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

D. Cargo Preference - Use of United States-Flag Vessels (property transported on ocean vessels)
The vendor agrees: a. to use privately owned US -Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the US or within 30 working days following the date of loading for shipments originating outside the US, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading).

E. Energy Conservation (ALL)
The vendor 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.

F. No Obligation by the Federal Government. (ALL)
The Purchaser and vendor 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 the Purchaser, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract).

G. Program Fraud and False or Fraudulent Statements or Related Acts (ALL)
The vendor 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. The vendor certifies truthfulness and accuracy of any statement it makes pertaining to the FTA-assisted project. The vendor 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 as deemed appropriate. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement submission, or certification to the Federal Government relating to the FTA-assisted project, per 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 the Contractor, as deemed appropriate.

H. Contract Work Hours (all over 100K)
(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.

(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, the contractor & any subcontractor responsible therefore shall be liable for unpaid wages and shall be liable to the United States for liquidated damages which shall be computed for each individual laborer, mechanic, watchman or guard employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day that an individual was required / permitted to work over 40 hours in a workweek without payment of overtime wages required by the clause in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The purchaser shall upon its own action or upon written request of the Department of Labor (DOL) withhold or cause to be withheld, from any money payable for work performed by the contractor or subcontractor under any contract or 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 to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as set-forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall include the clauses set forth in this section and require the same from 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 these clauses.

(5) **Payrolls and basic records** - Payrolls and related basic records shall be maintained by the contractor during the course of the work and preserved for three years thereafter for all laborers and mechanics working at the work site (or under the United States Housing Act of 1937 or the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records showing that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records of the costs anticipated or actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of registration of apprenticeship programs, certification of trainee programs, registration of the apprentices and trainees, and ratios & wage rates prescribed in applicable programs.

I. Civil Rights (over 10K)

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act (CRA), 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, the vendor 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, the vendor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply:
(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VI of the CRA, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, the vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL," 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. The vendor agrees to take affirmative action to ensure that applicants are employed & treated during employment without regard to their race, color, creed, national origin, sex or age. Action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. §§623 and 49 U.S.C. §5332), the vendor agrees to refrain from discrimination against present and prospective employees for reason of age. and comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act (42 U.S.C. §12112), the contractor agrees to 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. and to comply with any implementing requirements FTA may issue.

J. Incorporation of Federal Transit Administration (FTA) Terms (ALL)

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 4220.1F 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. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any transit agency requests which would cause the transit agency to violate FTA terms and conditions.

K. Application of Federal, State, & Local Laws, Regulations, & Directives (Federal Changes) (ALL)

The VENDOR agrees that Federal laws and regulations control project award and implementation. The VENDOR understands and agrees that unless the recipient requests FTA approval in writing, the VENDOR may incur a violation of Federal laws or regulations or this agreement if it implements an alternative procedure or course of action not approved by FTA. The VENDOR understands and agrees that Federal laws, regulations, and directives applicable on the date on which Federal assistance is awarded may be modified from time to time. In particular, new Federal laws, regulations, and directives may become effective after the date the project agreement is effective, and might apply to that project agreement. The VENDOR agrees that the most recent versions of such Federal laws, regulations, and directives will apply to the administration of the project at any particular time.

L. Right of the State Government to Terminate (ALL)

Upon written notice, the VENDOR agrees that the State Government may suspend or terminate all or any part of State assistance if terms of the project agreement are violated, if the State Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of State assistance for the Project., if reasonable progress on the Project is not made, if there is a violation of the project agreement that endangers substantial performance of the Project, or if the State Government determines that State assistance has been willfully misused by failing to make appropriate use of Project property. Termination of State assistance for the Project will not typically invalidate obligations properly incurred before the termination date to the extent those obligations cannot be canceled. The State Government reserves the right to require the refund of the entire amount of State assistance provided for the Project or a lesser amount.

M. Disputes, Breaches, Defaults, or Other Litigation (over 150K)

The VENDOR agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

a. **Notification to FTA.** The VENDOR is aware that recipients of Federal assistance must notify FTA in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the administration or enforcement of Federal laws or regulations. If the Federal Government is to be named as a party to litigation for any reason, in any forum, the appropriate FTA Regional Counsel is to be notified in writing before doing so.

b. **Federal Interest in Recovery.** The VENDOR is aware that the Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery.

c. **Enforcement.** The VENDOR agrees to pursue its legal rights and remedies available under any third party contract or available under law or regulations.

d. **FTA Concurrence.** The VENDOR is aware that FTA reserves the right to concur in any compromise or settlement of any claim involving the Project.

e. **Alternative Dispute Resolution.** The VENDOR is aware that FTA encourages the use of alternative dispute resolution procedures, as may be appropriate.

f. **Agency Process.**

Transit agency enters dispute resolution process here.

N. Fly America (foreign air transport or travel)
The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

O. Recycled Products (all products)
The 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 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR 247.

P. Access for Individuals with Disabilities (ALL)
The VENDOR 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. The VENDOR 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 with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the VENDOR agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (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; (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; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. _DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

Q. Debarment and Suspension (over 25K)

The vendor hereby certifies that it and its principals have not presently or within a three year period been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal agency; and the vendor hereby certifies that it and its principals have not presently or within a three-year period been convicted of or had a civil judgment rendered against them for the commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) transaction; violation of Federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

R. Clean Water & Air (over 150K)

The vendor 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. The vendor 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. The vendor 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 the FTA and the EPA.

S. Non-Lobbying (over 150K)

The undersigned certifies to the best of his or her knowledge and belief that:

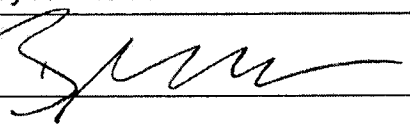
1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

T. Lobbying and Disclosure Certification

Name of Company	Printed Name of Person Completing Form
First Transit, Inc.	Bradley A. Thomas
Date 5/11/18	Signature 

U. CERTIFICATION TO PURCHASER:

A. The undersigned vendor certifies that the manufactured good(s) furnished will meet or exceed the specifications, and/or that services rendered will comply with the terms of the solicitation or contract.

B. The undersigned vendor certifies that it has read all of the bid, proposal, or contract documents and agrees to abide by the terms, certifications, and conditions thereof.

Name of Company First Transit, Inc.	Address 600 Vine Street, Suite 1400 Cincinnati, OH 45202
	Printed Name of Person Completing Form Bradley A. Thomas
Telephone 513-671-2200	Signature
Date 05/11/18	SS# or Tax ID # 23-1716119
Description of Commodity or Service Transportation Bus Service for Fort Bend County Transportation	

Disadvantaged Business Enterprise Information	Type of Organization (circle)	
	☐ Sole Proprietorship	☐ General Proprietorship
Is your firm a DBE? ☐ (yes) ☒ (no)	☒ Corporation	☐ Limited Partnership
If yes, what type? N/A	☐ Limited Proprietorship	

U. Disadvantaged Business Enterprises (DBE) Certification

The vendor will provide products compliant with 49 CFR 26.49 regarding the vehicle manufacturer's overall DBE goal.

Name of manufacturer of vehicle(s) to be delivered: Starcraft Bus- A Division of Forest River, Inc.

V. Altoona Test Certification (for rolling stock purchases) (Check one of the following):

☒ The vehicle has been Altoona tested, report number: PTI-BT-R0518 and PTI-BT-R0815
☐ The vehicle is exempt from testing IAW 49 CFR 665.
☐ The vehicle is currently being tested at Altoona.

Funds will not be released until the purchasing agency gets a copy of the Altoona test report, as appropriate, per 49 CFR 665.

W. **Federal Motor Vehicle Safety Standards (FMVSS) Certification (for rolling stock purchases)**

Any vehicles provided by the vendor will comply with all applicable FMVSS. The vendor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

FMVSS Certification

Name of Company First Transit, Inc.	Printed Name of Person Completing Form Bradley A. Thomas
Date 5/11/2018	Signature

X. Buy America (Check where applicable): (over $150K rolling stock, construction, materials)

☒ The vendor or offeror hereby certifies it will comply with the requirements of 49 USC 5323(j) and the applicable regulations in 49 CFR 661, providing Buy America compliant manufactured goods or rolling stock.

☐ The vendor or offeror cannot comply with the requirements 49 USC 5323(j), but may qualify for an exception to the requirement pursuant to the regulations in 49 CFR 661.

Buy America Certification

Name of Company	Printed Name of Person Completing Form
First Transit, Inc.	Bradley A. Thomas
Date	Signature
5/11/18	

II. SPECIAL PROJECT TYPE PROVISIONS - the following addenda are attached and endorsed as appropriate:

A. Construction or Architectural & Engineering Projects ☐

B. Transit Operations or Management Projects ☒

C. Intelligent Transportation System or Research & Development ☐

Form F

FORT BEND COUNTY PUBLIC TRANSPORTATION

SUBCONTRACTOR PARTICIPATION

Instructions: The Offeror shall complete this form by listing 1) Names of all proposed subcontractors. 2) Contact information, 3) Description of work to be performed/product to be provided, 4) Status as a DBE or non-DBE, 5) % or $ amount of Total Contract. Those subcontractors which are listed on this form as DBEs must have current certification as a DBE with a participating TUCP certifying agency. The DBE certification must be complete by the time the proposals are submitted. Additionally, those subcontractors which are listed on this form as DBEs must complete an Intent to Perform as a DBE Subcontractor agreeing to the information listed here.

Name of Prime Contractor (Offeror): First Transit, Inc.

Project Name: Transportation Bus Service for Fort Bend County Public Transportation

IFB/RFP/SOQ Number: RFP 18-057

1) Name of Subcontractor	2) Address, Telephone Number (Including name of contact person)	3) Description of Work, Services Provided. Where applicable, specify "Supply" or "Install" or both.	4) DBE or non- DBE	5) % or $ amount of Total Contract
REM Services, Inc.	3730 Kirby Drive, Suite 1200	Supplying staffing for various positions	DBE	$341,661
	Houston, TX 77098			

This schedule must be completed as instructed above and include every subcontractor proposed on this project.

The undersigned will enter into a formal agreement with DBE contractors for work listed in this schedule upon execution of a contract with Fort Bend County Public Transportation. The contractor agrees to the terms of this schedule by signing below and submitting the Intent to Perform as completed by the DBE subcontractors. The contractor also certifies that no more than 70% of the work for this project will be subcontracted.

Bradley A. Thomas, President

Signature of Authorized Representative of Offeror

5/11/2018

Date Signed

FORT BEND COUNTY PUBLIC TRANSPORTATION
Intent to Perform as a DBE Contractor/DBE Subcontractor
IFB/RFP/SOQ #

Note: In accordance with 49 CFR (Code of Federal Regulations) Part 26, DBE firms participating in Fort Bend County's DBE Program must have "current" certification status with a TUCP Certifying Agency by the due date established for this IFB/RFP/SOQ.

1. TO: (name of Offeror/Prime Contractor) First Transit, Inc.

2. The undersigned is either currently certified under the Texas Unified Certification Program (TUCP) as a DBE or will be at the time this solicitation is due. due and asserts that said qualification is met with the ethnic code B.

Ethnic Code: A) African-American Male B) African-American Female C) Asian-Indian Male D)Asian-Indian Female E) Asian–Pacific Male G) Asian-Pacific Female H) Hispanic Male I) Hispanic Female J) Native American Male K) Native American Female L) White Female M) Other

3. The undersigned is prepared to perform the following described work with their own workforce and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both):
Supply staffing for the transportation bus services for the Fort Bend County Public Transportation (RFP 18-057)

and at the following price $ 341,661 and/or 1.29 % of the total contract amount (should be the same $ or % found on Subcontractor Participation Form).

With respect to the proposed subcontract described above, the undersigned DBE anticipates that 0 % of the dollar value of this subcontract will be sublet and/or awarded to other contractors. Any and all subcontractors that a DBE subcontractor uses must also be listed on the Subcontractor Participation Form and must be DBE certified.

REM Services, Inc.		713.666.7613	5/10/18
(Name of DBE Firm)	(Signature of Authorized Representative)	(Phone Number)	(Date Signed)
First Transit, Inc.	Bradley Thomas, President	513.241.2200	May 11, 2018
(Name of Offeror/Prime Contractor)	(Signature of Authorized Representative)	(Phone Number)	(Date Signed)

Form G

Fort Bend County Public Transportation
DISCLOSURE OF INTERESTS CERTIFICATION

FIRM NAME: First Transit, Inc.

STREET: 600 Vine St., Ste. 1400 CITY: Cincinnati ZIP: 45202

FIRM is: 1. Corporation X 2. Partnership _____ 3. Sole Owner _____
4. Association _____ 5. Other _____

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheets.

1. State the names of each "employee" of the Regional Transportation Authority having an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

NAME	JOB TITLE AND DEPARTMENT (IF KNOWN)
N/A	

2. State the names of each "official" of the Regional Transportation Authority having an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

NAME	TITLE
N/A	

3. State the names of each "board member" of the Regional Transportation Authority having an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

NAME	BOARD, COMMISSION OR COMMITTEE
N/A	

4. State the names of each employee or officer of a "consultant" for the Regional Transportation Authority who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm"

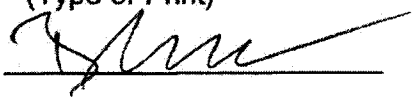
NAME
CONSULTANT N/A

CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the Regional Transportation Authority, Texas as changes occur.

Certifying Person: Bradley A. Thomas

Title: President
(Type or Print)

Signature of Certifying Person: 

Date: 5/11/2018

Form H

CERTIFICATION AND STATEMENT OF QUALIFICATIONS

The undersigned BIDDER hereby further certifies that she/he has read all of the documents and agrees to abide by the terms, certifications, and conditions thereof.

Signature: _____

Printed Name: Bradley A. Thomas

Title: President Date: 5/11/2018

Firm Name: First Transit, Inc.

Business Address: 600 Vine St., Ste. 1400, Cincinnati, OH 45202

Telephone: Office: 513-241-2200 Fax: 513-684-8852

Firm Owner: FirstGroup plc Firm CEO: Tim O'Toole

Taxpayer Identification Number: 23-1716119

Number of years in contracting business under present name: 19

Type of work performed by your company: Transit Contracting, Transit Management, Vehicle Services

Have you ever failed to complete any work awarded to you? (Explain)
To the best of our knowledge, we have never failed to complete a contract.

Have you ever defaulted on a Contract? First Transit has not defaulted on a contract.

Taxpayer ID#: 23-1716119 Date Organized: Since 1955 under predecessor companies

Date Incorporated: 9/19/69

Is your firm considered a disadvantaged business enterprise (DBE)? No

If you answered yes to the DBE question, explain type. N/A

ADDENDA ACKNOWLEDGMENT

Receipt of the following addenda is acknowledged (list addenda number):

Addendum No. 1, Addendum No. 2

DUNS # 07-287-6915 **(Required)** A DUNS number may be obtained from D & B by telephone (currently at 866-705-5711) or the internet (currently at http://fedgov.dnb.com/webform)

ATTACHMENTS

First Transit

ATTACHMENTS

Attachment List

Attachment 1: Health Benefits Details

Attachment 2: Substance Abuse Testing and Education

Attachment 3: Fort Bend Fare Policy

Attachment 4: ASE Program Breakdown

Attachment 5: LEAN Process Details

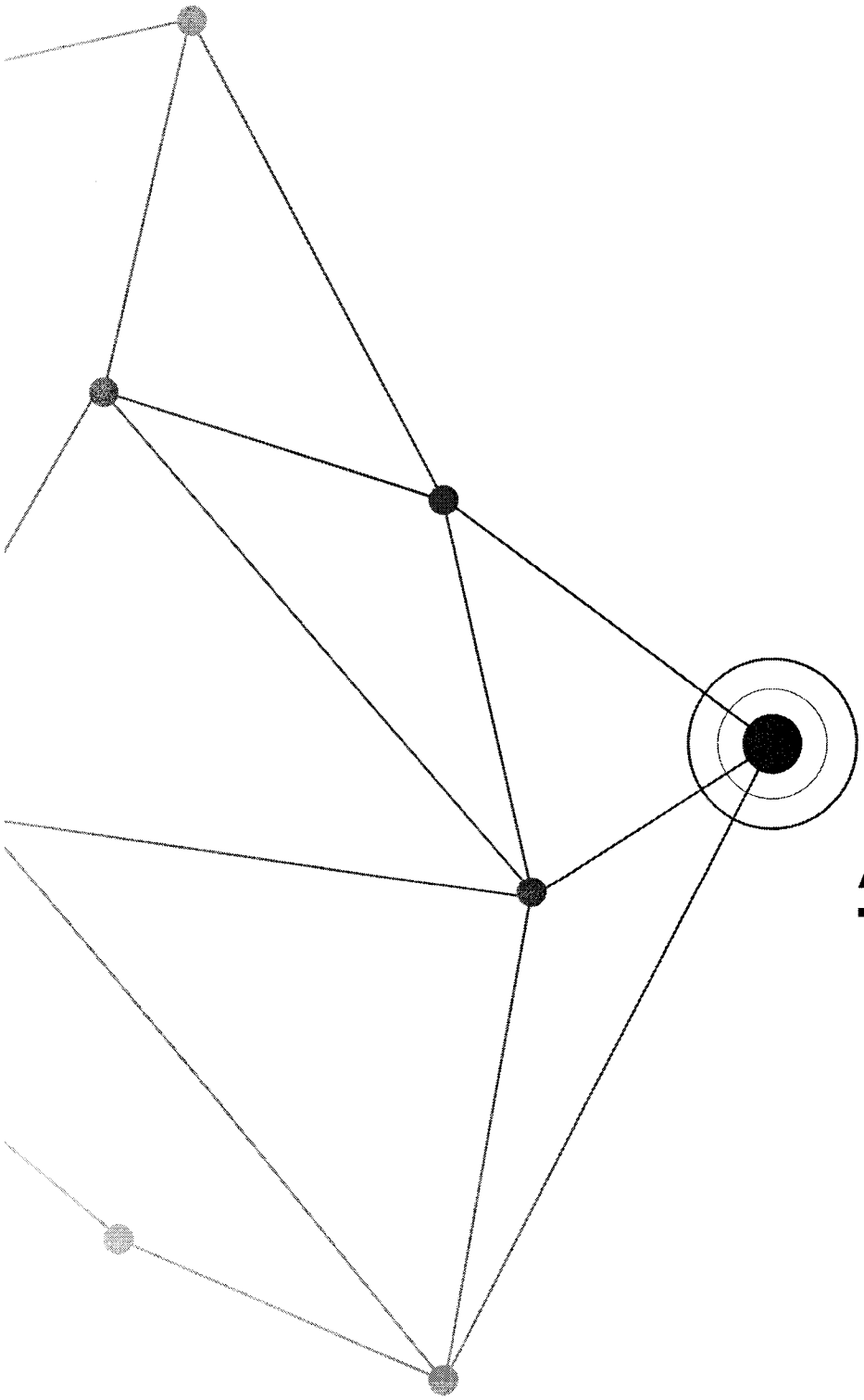
Attachment 6: Transition Schedule

Attachment 7: Vehicle Information

- Fleet List
- Allstar F450 – Demand Response
  - Brochure
  - Floorplans
  - Specifications
  - Altoona Test Executive Summary
- Allstar XL Series – Commuter
  - Brochure
  - Floorplans
  - Specification
  - Altoona Test Executive Summary
- Federal Motor Vehicle Safety Standards (FMVSS)

Attachment 8: Severe Weather Emergency Action Plan

Attachment 9: Performance Bond Letter of Intent



ATTACHMENT 1

First Transit

First America

Full-Time Hourly* - Employee Benefits At A Glance

FirstGroup America, Inc. understands the importance of a robust benefits package to promote employee retention and satisfaction. As described below, our benefits include medical, dental, vision, as well as life insurance and disability. We also offer our employees a 401(k) retirement plan with a company match.

Eligibility: New hourly employees are eligible for Health & Welfare (H&W) and Retirement Savings / 401(k) Plan benefits on the first day of the calendar month on or after 30 days of employment.

	Company-Provided Coverage
Life Insurance	Company-provided benefit of $10,000.
Accidental Death & Dismemberment Insurance	Company-provided benefit of $10,000.
Short Term Disability	Company-provided weekly benefit of 70% to $325 (max).

In-network benefits are reflected below	Medical & Pharmacy Medical Account Plan 1 (MAP 1) You Pay	Medical Account Plan 2 (MAP2)
Annual Deductible	$2,500 single / $5,000 family	$1,350 single / $2,700 family
Wellness Incentives	Up to $650 single / $1,300 family	Up to $650 single / $1,300 family
• Health Savings Account (HSA)[1]	Based upon eligibility	Based upon eligibility
• Telemedicine	$40 copay	$40 copay
Network Office Visits [2]		
• Primary Care Physician (PCP)	25% coinsurance	20% coinsurance
• Specialist	25% coinsurance	20% coinsurance
• Inpatient	25% coinsurance	20% coinsurance
• Urgent Care	25% coinsurance	20% coinsurance
• Emergency Room	25% coinsurance	20% coinsurance
Out-of-Pocket Maximum [3] (Includes Deductible)	$5,500 single / $11,000 family	$4,000 single /$8,000 family
Preventive drugs	0%	0%
Generic drugs [4]	25% coinsurance, Retail: $10 min; $25 max; Mail: $25 min;$62.50 max	25% coinsurance, Retail: $10 min; $25 max; Mail: $25 min;$62.50 max
Preferred brand drugs [4]	25% coinsurance, Retail:$30 min; $55 max; Mail: $75 min; $137.50 max	25% coinsurance, Retail:$30 min; $55 max; Mail: $75 min; $137.50 max
Non-preferred brand drugs [4]	25% coinsurance, Retail: $60 min; $85 max; Mail: $150 min;$212.50 max	25% coinsurance, Retail: $60 min; $85 max; Mail: $150 min;$212.50 max
Preferred specialty drugs [4]	25% coinsurance, Retail: $75 max; Mail: Not covered	25% coinsurance, Retail: $75 max; Mail: Not covered
Non-preferred specialty drugs [4]	25% coinsurance, Retail: $100 max; Mail: Not covered	25% coinsurance, Retail: $100 max; Mail: Not covered

[1] based upon individual eligibility requirements If ineligible for the HSA due to IRS rules, a Health Reimbursement Account is available
[2] coinsurance amount after annual deductible
[3] the out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
[4] subject to annual deductible and out-of-pocket maximums

First America

Dental		
	Dental HMO	Dental PPO
Choice of providers	Must use CIGNA in-network dentists	Your choice of dentists (CIGNA network dentists generally charge lower rates)
Annual deductible	None	$0 for Class I, $50/$150 Class II, III, and IV
Maximum Benefit		
Annual	None	$1,500 Combined Annual Max for Class I, II, and III
Orthodontia lifetime	None	$1,500 per person
Diagnostic and preventive care (Class I)	Most services at 100%, refer to co-pay schedule	100% in network/80% out-of-network No deductible
Basic care (fillings, root canals, oral surgery) (Class II)	Most services at 100%	80%
Major care (bridges, crowns, dentures) (Class III)	Fixed cost per service (see patient charge schedule online)	50%
Orthodontics (braces) (Class (IV)	Fixed cost per service (see patient charge schedule online)	50% Co-Pay, Max $1,000 Age 19

Vision		
Benefit	Choice Plan	Choice *Premium* Plan
Exam/Lenses/Frame Frequency	12/12/24 (months)	12/12/12 (months)
Co-pays	$5 Exam / $10 Material	$10 Exam / $25 Material
Exam	Covered in full after co-pay	Covered in full after co-pay
Covered Lenses	Tints/Dyes, Scratch-Resistant Coating	Tints/Dyes, Scratch-Resistant Coating, Photochromics, Polycarbonates, UV Protection, Anti-Reflective Coating ($20 co-pay), Progressives ($30 co-pay)
	Average 20%-25% off other lens options	Average 20%-25% off other lens options
Frame Allowance	$150	$210
Elective Contact Lenses	$130	$210
Contact Lens Fitting and Evaluation	Covered in Full	Covered in Full
Diabetic Eyecare Plus Program	N/A	$20 co-pay
Open Access Schedule		
Exam	$45	$45
Single Vision	$30	$30
Bifocal	$50	$50
Trifocal	$65	$65
Progressive Lenses	$50	$50
Frame	$70	$70
Elective Contact Lenses	$105	$105

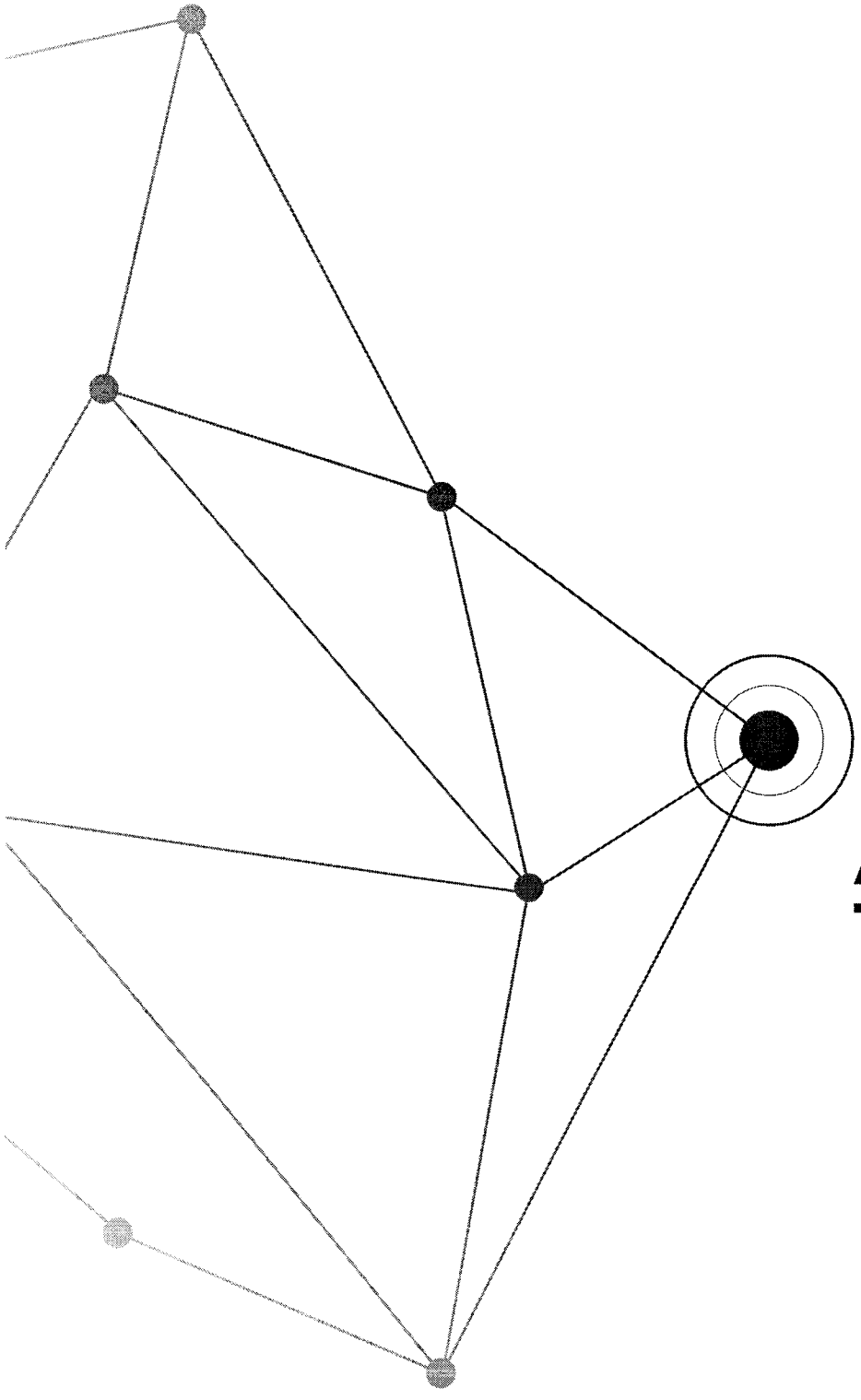
First America

Additional Plan Offerings	
Benefit Option	Description
Voluntary Short Term Disability	Employee- paid option of 70% of your weekly earning, with no maximum benefit.
Voluntary Long Term Disability	Employee-paid options of 40%, 50%, 60% of salary, up to a monthly benefit of $12,000
Voluntary Life Insurance	Employee-paid options available for employee, spouse/domestic partner, children. Dependent coverage is limited to 50% of the employee voluntary election amount. Employee: Option 1: $10,000 Option 2: 1 x Annual Salary Option 2: 2 x Annual Salary Option 2: 3 x Annual Salary Spouse: Option 1: $5,000 Option 2: 50% of 1 x Employee Annual Salary Option 3: 50% of 2 x Employee Annual Salary Option 4: 50% of 3 x Employee Annual Salary Child: Option 1: $5,000 Option 2: $10,000
Voluntary Accidental Death & Dismemberment Insurance	Employee-paid options available for employee, spouse/domestic partner, children. Dependent coverage is limited to 50% of the employee voluntary election amount. Employee: Option 1: $10,000 Option 2: 1 x Annual Salary Option 2: 2 x Annual Salary Option 2: 3 x Annual Salary Spouse: Option 1: $5,000 Option 2: 50% of 1 x Employee Annual Salary Option 3: 50% of 2 x Employee Annual Salary Option 4: 50% of 3 x Employee Annual Salary Child: Option 1: $5,000 Option 2: $10,000
HSA Account	You may choose to establish a Health Savings Account (HSA) if you qualify, since the MAP Health Plans are HSA compatible
Dependent Care Flex Spending Account	Employee funded account for dependent care expenses
Voluntary Benefits	Employees may select from 3 Group Plans: Critical Illness, Hospital Indemnity, Accident

Retirement Savings / 401(k) Plan	
Eligibility	You are eligible to participate on the first day of the calendar month on or after 30 days of employment.
Enrollment	You may enroll at www.wellsfargo.com or call Wells Fargo Line at 1-800-728-3123
Savings	You may save from 1% to 50% of your earnings as Pre-Tax Savings Contributions or Roth Post-Tax Contributions. Rollovers from prior qualified plans are allowed. Certain limits apply if you are a Highly Compensated Employee. Special catch-up contributions are available if you are age 50 or older during the plan year. Contributions subject to certain IRS limits.
Savings Changes	You may change your savings rate or stop your contributions at any time.
Company Contributions	Match: After 1 year of employment; the company will match 50% on the first 6% of your contributions.
Vesting	You are always vested in your own contributions. Company contribution vesting schedule is as follows: After 1 year of service - 33%; After 2 years of service - 67% After 3 years of service - 100%
Withdrawals/Loans	Withdrawals and Loans are available under the plan

Note: This is a Highlight Summary Only. In case of any discrepancy between this summary and the plan documents, the Summary Plan Description and Plan Documents will govern in all respects.

* Health & Welfare Benefits shown on this Benefits At A Glance summary do not apply to Greyhound Lines, Inc. employees



ATACHMENT 2

First Transit

First Transit

DRUG & ALCOHOL POLICY

EFFECTIVE DATE:
August 1, 2001

REVISION DATES:

June 1, 2008	Merged policies from Legacy First Transit and Legacy Laidlaw Transit Services
September 1, 2008	Added revisions to 49 CFR Part 40 which became effective August 25, 2008
February 1, 2009	Policy updated per 49 CFR Part 40 and 49 CFR Part 655
August 31, 2009	Policy updated per 49 CFR Part 40 and 49 CFR Part 655
January 10, 2011	Policy updated per 49 CFR Part 40 and 49 CFR Part 655
March 3, 2011	Policy updated per 49 CFR Part 40 and 49 CFR Part 655
July 1, 2014	Policy updated per 49 CFR Part 32, 40, and 655

This document sets forth First Transit's policy on alcohol misuse and controlled substance abuse and details First Transit's substance abuse testing program which applies to all First Transit employees who work at the Company's FTA regulated locations.

This policy is based on the DOT requirements set forth in the DOT regulation 49 CFR Part 40 and FTA 49 CFR Part 655. The Federal Regulations are available upon request.

Requirements and/or disciplinary actions established by First Transit are entered in **bold-faced type**; otherwise, the FTA mandates the requirements and/or actions contained in this policy.

On August 1, 2001 the governing board approved this policy. Subsequent revisions and board approval dates are noted above.

Brad Thomas
President

A Zero Tolerance Company

First Transit supports a policy of a drug-free workforce. To implement the policy, First Transit has instituted a program of drug abuse education for employees, drug and alcohol testing for all employees and applicants for employment, a statement of prohibited behavior(s), corrective action related to positive tests or a refusal to test, and resources for employee assistance and rehabilitation.

The Company recognizes that its employees' use of illegal drugs and misuse of alcohol pose a significant risk to public safety, as well as the employee's health and well being. Drug use includes, but is not limited to, marijuana, amphetamines, opiates, phencyclidine and cocaine, as well as any substance which causes the presence of these drugs or drug metabolites such as hemp-related products, coca leaves or any substance not approved for medical use by the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. The "use" of drugs means presence in an employee's body system while on duty. First Transit and all operating Companies cooperate fully with local, state, and federal authorities in matters pertaining to the use, possession, or sale of controlled substances by anyone on Company premises.

A. PURPOSE

The purpose of this policy is to assure worker fitness for duty and to protect First Transit employees, customers, and the public from the safety and health risks posed by the misuse of alcohol and use of prohibited drugs. This policy is intended to comply with all applicable federal, state and local legislation and regulations governing workplace anti-drug use and alcohol misuse. They include DOT 49 CFR Part 40; FTA 49 CFR Part 655; as well as Company zero tolerance policy. This policy incorporates the requirements of the above regulations for safety-sensitive and **non-safety sensitive** employees.

Reporting to work in an impaired or unfit condition because of the use or consumption of controlled substances or alcohol is strictly prohibited. Any employee who uses, possesses, or is involved in the sale or purchase of any prohibited drugs, while on Company premises, conducting Company business or operating Company equipment is considered to be in violation of Company policy.

If any conflict occurs between state and local laws and any requirement of the above-mentioned Federal regulations, the Federal regulations prevail. However, Federal regulations do not pre-empt provisions of State criminal laws that impose sanctions for reckless conduct attributed to prohibited drug use or alcohol misuse, whether the provisions apply specifically to transportation employees, employers, or the public in general.

NOTE: Marijuana remains a drug listed in schedule I of the Federal Controlled Substances Act (21 U.S.C.801, et seq.)and it remains unacceptable for any First Transit employee to test positive for marijuana. A DOT or non-DOT drug test result that is positive for marijuana is a positive result even if the drug was obtained through a medical prescription or otherwise obained in a state where recreational use is allowed.

B. EDUCATION AND TRAINING

The education and ongoing awareness component of this policy will include display of posters, distribution to all covered employees and representatives of employee organizations of the drug and alcohol policy and other informational materials, and periodic information seminars. Each employee will be required to sign an acknowledgment form.

As required by FTA regulations, the Company will provide a minimum of 60 minutes of training on the effects and consequences of prohibited drug use on personal health, safety, and the work environment, and on the signs and symptoms that may indicate prohibited drug use.

All supervisory personnel or Company officials who are in a position to determine employee fitness for duty will receive an initial 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse. Periodic retraining will also be required of supervisory personnel.

C. COVERED EMPLOYEES

General
As a condition of employment, all employees are required to submit to drug and alcohol testing as allowed by law. Those of Safety Sensitive positions (refer to Appendix A) shall be in accordance with 49 CFR Part 655. A refusal to submit to a test as directed will be considered a refusal and the employee **will be disciplined up to and including termination.**

Safety-Sensitive
As defined by the FTA, safety-sensitive employees include those who perform, or may be called upon to perform, the following safety-sensitive functions:

1. Operating a revenue service vehicle, even when the vehicle is not in revenue service;
2. Operating a non-revenue service vehicle when required to be operated by a Commercial Driver's License (CDL) holder;
3. Controlling dispatch or movement of a revenue service vehicle;
4. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service; and
5. Carrying a firearm for security purposes.

D. PRESCRIPTION OR OVER-THE-COUNTER MEDICATION

Please note there are risks associated with the use of certain prescription and over the counter medications.

Under Company policy, the use of legally prescribed drugs and over the counter medications is not prohibited. However, before beginning a work shift, Company employees must report to his or her supervisor the use of substances that may potentially impair performance or increase the probability of accident, injury, or damage to property. It is the employee's responsibility to advise their supervisor of over the counter medication and/or prescription medications taken. It is also the employee's responsibility to obtain and provide documentation to the employee's supervisor from a certified medical professional confirming the employee's fitness to safely perform his/her job responsibilities.

A verified positive drug test result whether for illegal substances, illegal use of prescriptions, or misuse of prescriptions will result in disciplinary action up to and including termination. A prescription is considered valid only if it is in writing and indicates the employee's name, date, the name of the substance, quantity or amount to be taken, and the period of authorization. It is a violation of this policy to use any controlled substance in a manner that is inconsistent with the prescription.

E. TYPES OF TESTING

Safety Sensitive Employees

Pre-Employment Testing
A verified negative drug test result must be received before any applicant shall be permitted to perform any safety sensitive job function. A pre-employment drug test must also be performed and a negative result received for an employee who transfers from a non-safety sensitive position to a safety sensitive position prior to the employee assuming his or her new position.

If the applicant previously worked for any DOT-covered employer in the past two years, First Transit also will conduct a pre-employment drug and alcohol background check from the previous employers. The Company will also inquire in writing if the applicant has previously failed or refused a DOT pre-employment drug and/or alcohol test. If there was any previous violation, the employee must provide the Company proof of having successfully completed a SAP-recommended referral, evaluation and treatment plan.

If a pre-employment test is canceled by the MRO, the individual will be required to undergo another test and successfully pass the test with a verified negative result before performing safety-sensitive duties. If an applicant tests positive for drug(s) or alcohol or refuses to submit to a test when required, the Company shall advise the individual of the resources available for evaluating and resolving problems associated with prohibited drug use and alcohol misuse and document such referral. He or she shall be given the name, address and phone number of a local Substance Abuse Professional (SAP).

When a covered employee or applicant has not performed a safety sensitive function or an employee's employment status has changed, (temporary layoff, leave of absence, lost time Worker's Compensation claim. etc) for 90 or more consecutive calendar days regardless of the reason, and the employee has not been in the employer's random selection pool during that time, the Company shall ensure that the employee takes a pre-employment drug test with a verified negative result prior to resuming safety-sensitive functions.

In cases of temporary leave, less than 30 days (such as vacation, sick leave, jury duty, etc.) when the employee has not been taken out of the random pool, a DOT pre-employment test is not required prior to returning to a safety sensitive position.

If the temporary leave extends beyond 30 days but less than 90 days, the employee must have a non-DOT pre-employment test with a verified negative result prior to resuming safety-sensitive functions under Company policy.

For those employees who are in a non-safety-sensitive position and are not covered by federal regulations, they will be required, prior to returning to work, to have a non-DOT pre-employment drug test with a negative test result. This drug test will be conducted only after employee has been out on leave for more than 30 days.
Note: The Return-to-Duty testing category should not be used under these testing circumstances. The pre-employment category is to be used.

NOTE: **The Company may conduct pre-employment alcohol testing where mandated by contract.**

Reasonable Suspicion Testing
The Company shall conduct a drug and/or alcohol test when the Company has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse.

- The Company's determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee. A supervisor or other company official (s) who is trained in

detecting the signs and symptoms of drug use and alcohol misuse must make the required observations.

- Alcohol testing is authorized under this section only if the observations required by the above paragraph of this section are made during, just preceding, or just after the period of the workday that the covered employee is required to be in compliance with this part, The Company may direct a covered employee to undergo reasonable suspicion testing for alcohol only while employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such functions.

- If an alcohol test required by this section is not administered within two hours following the determination under this section, the employer shall prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered. If an alcohol test required by this section is not administered within eight hours following the determination of this section, the employer shall cease attempts to administer an alcohol test and state in the record the reasons for not administering the test.

All Company employees are subject to reasonable suspicion testing for drugs and/or alcohol. Whenever a trained supervisor or other Company official has reason to believe that an employee has misused alcohol or a prohibited drug, reasonable suspicion testing will be conducted. The identifying supervisor's observations will be documented and such documentation shall be kept in the employee's confidential drug and alcohol testing file. **Employees directed to submit to reasonable suspicion testing shall be escorted by a supervisor who will drive the employee to the collection site. The employee shall not be permitted to return to duty until a negative test has been confirmed. An employee who produces a negative result shall be promptly returned to his or her regular work and be made whole for any lost wages.** The Company will only direct a covered employee to undergo reasonable suspicion alcohol testing while the employee is performing, is just about to perform, or has just ceased performing safety-sensitive functions.

Post-Accident Testing

Any safety-sensitive employee involved in an accident shall be required to submit to drug and alcohol test(s) as soon as practicable after the accident.

Thresholds for FTA Post Accident testing:

- Fatality. In the event of a fatality, any surviving covered employee operating a mass transit vehicle at the time of an accident will be required to submit to tests for alcohol and prohibited drugs as soon as practicable. The company also will test any other employee whose performance could have contributed to the accident, as determined by the company using the best information available at the time of the decision.
- Bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
- One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle(s) to be transported away from the scene by a tow truck or other motor vehicle.

In the event of a non-fatal accident that otherwise meets the FTA post-accident testing threshold, the decision to administer or not administer a post-accident test shall be based on First Transit's determination of whether or not the covered employee was a contributing factor to the accident, using the best information available at the time of the accident. The company also will test any other employee whose performance could have contributed to the accident, as determined by the company using the best information available at the time of the decision. At First Transit, for all accidents, we use the Post Accident Substance Abuse Testing Decision Maker to make our decision to test or not to test and document the file.

Covered employees are prohibited from using alcohol for eight hours following any accident or until the required post-accident test is administered, whichever comes first. Every effort will be made to conduct post-accident drug and alcohol tests within two hours following an accident. Covered employees involved in accidents must remain readily available for testing, including notifying the Company of their location if they leave the scene of the accident before testing, and will be considered to have refused to submit to testing if they fail to do so. This requirement will not require the delay of necessary medical attention for injured people following an accident or prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or obtain necessary emergency medical care.

In the event an alcohol test is not administered within two hours following an accident, the Company will prepare and maintain a record stating the reasons why the test was not promptly administered. If an alcohol test is not administered within eight hours following an accident, the Company will make no further effort to administer an alcohol test and document the reasons why the test was not administered within eight hours. In the event a drug test is not administered within 32 hours following an accident, the Company will cease its attempts to administer any further testing.

First Transit's policy is such that following a post-accident test; the employee is not allowed to perform any safety-sensitive function until the Company has received negative test results. So long as they are not subject to any disciplinary action related to the accident, any employee whose drug test and/or alcohol test produces a negative result shall be promptly returned to his or her regular work and be made whole for any lost wages, unless the employee is suspended for any additional purposes concurrent with the waiting of the test results.

Random Drug and Alcohol Testing

The Company will conduct random drug and alcohol tests at a minimum annual percentage of covered employees as required by the FTA. The random testing rates are subject to change on an annual basis, depending on the industry-wide positive rate determined by the FTA from the annual MIS reports submitted by covered employers. Management does not have discretion and/or influence concerning the selection process.

The random selection process will be completely objective and anonymous and will utilize a scientifically valid method such as a random number table or a computer based random number generator matched with employee's social security numbers, payroll identification numbers, or other comparable identifying numbers. This method ensures each employee the same fair and equal chance of selection for testing. A covered employee may be randomly tested for prohibited drug use anytime while on duty. The testing will be unannounced and unpredictable. The Company will ensure that testing will be reasonably spread throughout the course of the year, all days of the week and hours of the day when safety-sensitive duties are being performed.

Random lists are only valid for the month indicated on the list and expire on the last day of each month. No employee can be tested after the random selection period has expired. Therefore, the DER must make every effort to test all employees selected during the month in which they are selected. If an employee is unavailable for testing due to an approved leave (i.e. vacation, leave of absence, illness) the DER must test that employee when they return as long as it is within the random selection period. All employees selected for random testing are required to be tested during the random selection period. For missed tests, a legitimate reason must be documented and kept on file with the random selection list.

Employees are required to immediately proceed to the designated collection site testing facility following notification of selection.

Covered employees will only be required to submit to random alcohol tests if they are performing a safety-sensitive function, about to perform a safety-sensitive function, or have just ceased performing a safety-sensitive function.

Failure to submit to a test, failure to comply with the instructions of the testing facility staff or leaving the facility prior to the completion of the test shall be treated as a "refusal-to-test", which is treated as a failed test.

Failure to submit to or complete the test as outlined above will subject the employee to immediate suspension and disciplinary action up to and including termination.

Return-To-Duty/Follow-Up Testing
First Transit is zero tolerance employer, and therefore does not conduct Return-To-Duty or Follow-up testing.

Non-Safety Sensitive Employees
Employees in non-safety sensitive positions are subject to the Company's drug and alcohol testing program pursuant to an applicable Collective Bargaining Agreement or State law. The same guidelines for testing under DOT/safety sensitive will be used for a non-safety sensitive test, only using non-federal forms.

Refusal to Submit/Test
Any covered employee who refuses to submit to an alcohol and/or drug test will be prohibited from performing or continuing to perform a safety-sensitive function and be subject to discipline. "Refusal to Submit" to an alcohol and/or drug test carries the same consequences as a positive test result, a violation of this policy, and includes the following conduct:

- Failure to appear for any test (except a pre-employment) at the collection site in the time allotted.
- Failure to remain at the test site until the testing process is completed, except in pre-employment situations where leaving before the testing process begins is not deemed to be a test refusal.
- Failure to provide a urine, breath, or saliva specimen collection when it is required by DOT Part 40.
- Failure to permit the observation or monitoring or specimen collection when it is required.
- Failure to provide a sufficient amount of urine or breath specimen without a valid medical explanation.
- Failing to cooperate with any part of the testing process (e.g. refusing to empty pockets when so directed by the collector or behaving in a confrontational way that disrupts the collection process).
- For an observed collection, failure to follow the observer's instructions to raise clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if individual is wearing any type of prosthetic device that could be used to interfere with the collection process.
- Failure or refusal to take a second test First Transit, the MRO, or collector has directed the employee to take.
- Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process.
- Admitting adulteration or substitution of the specimen to the collector or the MRO.
- Failure to sign the certification at Step 2 of the ATF (Alcohol Testing Form).
- If the MRO reports a verified adulterated or substituted test result.
- Failure to undergo a medical evaluation, by the MRO or DER for drug and alcohol testing.
- Leaving the scene of the accident without just cause prior to submitting to post-accident test.

F. DRUG & ALCOHOL TESTING PROCEDURES

General

First Transit will conduct all DOT drug and alcohol testing in accordance with 49 CFR Part 40, as amended.

To test for prohibited drugs, an initial screening test using an immunoassay technique will be performed at a DHHS certified laboratory. If the specimen is positive for one or more of the drugs tested, a confirmation test will be performed using the state-of-the-art gas chromatography/mass spectrometry (GC/MS) analysis. If the test is confirmed positive, the Medical Review Officer (MRO) will conduct a verification process, which includes giving the employee an opportunity to provide a valid medical explanation for the positive test result.

The Company will require the employee to immediately provide another specimen collection under direct observation if the creatinine concentration of a negative-dilute specimen was greater than or equal to 2mg/dL but less than or equal to 5mg/dL. If the result of the second test is again negative-dilute, the Company will accept the result as negative.

If the laboratory reports to the MRO an "Invalid Result" or "Rejected for Testing" (because of a fatal or uncorrectable flaw), a recollection may be required by the MRO, and depending on the circumstances, the recollection may be directly observed. Urine is collected at a DOT approved collection site and is sent to a DHHS certified laboratory for testing. The employee must produce at least 45 mL of urine or is considered a "shy bladder". If the employee cannot produce the required quantity of urine ("shy bladder"), the collection site will offer employee the opportunity to consume 40oz. of water within a three (3) hour time frame in order to produce the required 45mL of urine. The employee may NOT exit the premises of the testing facility during this time. If employee leaves the testing facility, the test will be considered a refusal subjecting the employee **to immediate suspension and disciplinary action up to and including termination.**

In the event of a "shy bladder," employee must undergo a medical evaluation. The Company will refer the employee to a physician acceptable to the MRO and employee will be required to provide evidence of a medical condition hindering the production of urine. The employee has 5 days to get a medical evaluation once a shy bladder occurs. **If the medical evaluation proves that there is a valid medical condition, the employee shall be reimbursed and returned to duty with full pay or placed back into the recruiting process**

To test for alcohol, the employee shall be required to provide a breath sample using an Evidential Breath Testing (EBT) device on the NHTSA conforming products list and operated by a trained Breath Alcohol Technician (BAT). If the initial test result is 0.02 or higher, the employee will be directed to take a confirmation test. In the event of a "shy lung", where the employee is unable to provide a sufficient breath sample for testing, the Company will refer the employee to a physician of our choice for medical examination within 5 days to determine if there is a valid medical condition that makes it unable for the employee to provide a sufficient amount of breath.

If the physician finds:

1. That a medical condition has, or with a high degree of probability could have, precluded the employee from providing a sufficient amount of breath, the test is cancelled. Each time an employee of the Company is selected for testing, they must make a valid attempt to provide a breath sample. All previous testing scenarios do not apply and any previous letters that have been kept on file regarding a medical condition are no longer valid.

2. That there is not an adequate basis for determining that a medical condition has, or with a high degree of probability could have, precluded the employee from providing a sufficient amount of breath, the employee will be considered to have refused the test.

Dilute Results

If there is a dilute test result, unless the creatinine concentration of a negative-dilute specimen was greater than or equal to 2mg/dL but less than or equal to 5mg/dL, **the Company will accept the test result and there will be no re-test.**

Prohibited Drugs

The following uses unless legally prescribed, consumption of these substances is prohibited at all times.

- Marijuana
- Cocaine
- Opiates
- Amphetamines
- Phencyclidine

Alcohol Testing
The Company will be testing for alcohol in the following circumstances:

- Post Accident
- Reasonable Suspicion
- Random

First Transit is a zero-tolerance employer, and therefore does not conduct any Return-to-Duty or Follow-Up testing under DOT authority.

Prohibited Usage of Alcohol
The following uses of alcohol are prohibited under this policy:

1. Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater.
2. Using alcohol while performing safety-sensitive functions.
3. Using alcohol within four hours prior to performing a safety-sensitive function.
4. Employees are prohibited from using alcohol during their specified on-call hours. However, any on-call employee who has used alcohol during his/her on call hours will be given the opportunity to acknowledge such use and/or their inability to perform a safety-sensitive function at the time they are called to report to duty. If an on-call employee acknowledges the use of alcohol, but claims to be able to perform their safety-sensitive function, they will be required to submit to an alcohol test.
5. Eight hours following an accident, or until after the test is completed.

Directly Observed Urine Specimen Collection

Under DOTs 49 CFR Part 40 directly observed collections are permissible only under one of the following circumstances:

- Creatinine between 2 mg/dL but less than or equal to 5 mg/dL as verified by the MRO;
- If the collector observes employee conduct that clearly indicates an attempt to tamper with a specimen;
- If the temperature on the original specimen was out of range;
- If the original specimen appeared to have been tampered with;
- If the laboratory reported to the MRO that a specimen is invalid and there was no adequate medical explanation for the result;

- If the MRO reported that the original positive, adulterated, or substituted test result had to be canceled because the split specimen testing could not be performed;
- The test is a follow-up test or a return to duty test.

The observer shall be the same gender as the employee, but need not be the collector. The observer is responsible for ensuring that the specimen goes from the employee's body into the collection container. If the employee declines to allow a directly observed collection when required or permitted under this policy, it is considered a refusal to test.

Split Specimen Testing

After notification by the MRO of a verified positive drug test or refusal to test because of adulteration or substitution, the employee has 72 hours to request a test of the split specimen. If more than 72 hours have passed, but the employee can present information that demonstrates to the satisfaction of the MRO that extenuating circumstances unavoidably prevented the employee from making a timely request, the split specimen may be tested. **The employee will be suspended without pay or removed from the hiring process until the result of the split sample test is received from the MRO. Should the result of the second test be positive, the employee shall be required to reimburse the Company for the cost of the test. The employee shall be returned to duty with full pay if the second test invalidates the original test or if the test was cancelled.**

G. CONSEQUENCES/DISCIPLINE

In addition to the immediate removal from safety-sensitive functions required by Federal Transit Administration Regulations, the Company will take the following disciplinary action against any individual who violates this policy:

A) An individual who tests positive on a pre-employment or pre-duty test for a prohibited drug will not be hired for a covered function position. A referral to an SAP will be provided.

B) Any covered employee who has a verified positive drug or confirmed alcohol test result with an alcohol concentration of 0.04 or greater, or who refuses to submit to a drug or alcohol test under this part, will be removed immediately from his or her safety-sensitive function and be evaluated by a Substance Abuse Professional. **The consequences of verified positive drug or confirmed alcohol test the employee is subject to disciplinary action up to and including termination under Company policy**

C) If an employee's alcohol test result is 0.02 or above, but less than 0.04, the employee will be removed from safety-sensitive functions and the employee will be subject to the consequences of disciplinary action up to and including termination under Company policy (unless prohibited by Collective Bargaining Agreement).

H. REFERRAL, EVALUATION AND TREATMENT

If an employee or applicant tests positive for drug(s) or alcohol or refuses to submit to a test when required, the Company shall refer the employee to a local Substance Abuse Professional (SAP), advise the individual of the resources available for evaluating and resolving problems associated with prohibited drug use and alcohol misuse, and document such referral. He or she shall be given the name, address and phone number of Substance Abuse Professional (SAP) acceptable to the Company and a list of community hot line numbers if available.

The employee will be responsible for any and all costs associated with the SAP evaluation and recommendation(s), unless otherwise required by applicable federal or state law.

Voluntary Self-Referral
An employee who voluntarily (not in response to a Company request to take a drug or alcohol test, or the positive result of a drug or alcohol test) admits to management that he or she has a substance abuse or alcohol problem, and who wishes to voluntarily submit to a Rehabilitation Program, shall be placed on unpaid medical leave. Any voluntary requests for treatment must be made prior to any pending drug/alcohol test or disciplinary related action.

- **An appropriate leave of absence may be granted for treatment and rehabilitation.**
- **The employee may be permitted to take accrued sick leave or administrative leave to participate in the Substance Abuse Counselor prescribed treatment program. If the employee has insufficient accrued leave, the employee shall be placed on leave without pay until the Substance Abuse Counselor has determined that the employee has successfully completed the required treatment program and releases him/her to return to safety sensitive duties.**
- **Any leave taken, either paid or unpaid, shall be considered leave taken under the Family and Medical Leave Act.**
- **Payment for treatment will be coordinated through the employee's health insurance provider. Employees who do not have health insurance coverage are responsible for the entire cost of any recommended treatment or rehabilitation services.**
- **The employee must present evidence of having enrolled in and successfully completed, at his or her own expense, a rehabilitation program approved by First Transit.**
- **The employee must submit to a non-DOT pre-employment drug and alcohol test, at his or her own expense, which produces a negative result.**
- **The employee must sign First Transit's Post-Rehabilitation Return to Work Agreement.**
- **If a test result is canceled by the lab, the individual will be required to undergo another test and successfully pass the test with a verified negative result before performing safety-sensitive duties.**

An employee placed on unpaid leave as provided in this section must satisfy the provisions of the items above not later than 12 weeks from the commencement of this leave. An employee failing to do so shall be deemed to have abandoned his or her job. Any employee who is returned to work as provided in this section of the policy and who fails to comply with any of the terms of the Post – Rehabilitation Return to Work Agreement will be discharged. Employees will not be disciplined for requesting treatment, but will be expected to observe job performance standards and work rules as they apply to every employee. Any decision to seek help will not interfere with an employee's eligibility for promotional opportunities. Confidentially of information will be maintained at all times.

APPENDIX A - Safety-Sensitive Job Functions/Descriptions

The following positions have been designated as safety-sensitive functions and shall be subject to testing under the requirements of the policy.

All Drivers of Company Vehicles - Any employee who operates a revenue service vehicle, even when not in revenue service, which includes driving on company property and behind-the-wheel training. Any employee who operates a non-revenue service vehicle, when required to be operated by a holder of a Commercial Drivers License (CDL).

Vehicle Maintenance Workers - Those employees that maintain a revenue vehicle or equipment used in revenue service.

Employees Holding A CDL - Any employee who holds a CDL, and is subject to revenue vehicle operation, may operate a non-revenue vehicle when required to be operated by a holder of a CDL, and / or perform vehicle maintenance on equipment used in revenue service.

Dispatchers / General Managers / Supervisors - Employees who control the dispatch or movement of revenue service vehicles including all executive staff during a crisis situation. Supervisors who may have job descriptions that include safety-sensitive functions will be subject to the requirements of the policy while they are performing the safety-sensitive duty. This includes General Managers, Operations Managers, Assistant Operations Managers, Maintenance Managers, and Managers.

Senior Staff Positions - President, Senior Vice President, Region Vice President, Director of Safety, Region Manager, Assistant Manager, and General Manager. This includes all senior staff positions that have the ability to control the movement of revenue service vehicles (dispatch) in a crisis situation.

Clerk / Receptionist / Dispatchers - Those employees that work as clerks or receptionists in the Location who will occasionally control the dispatch or movement of a revenue vehicle.

NOTE:

- In addition to the above, all First Transit positions are subject to review for safety-sensitive qualifications and may be added to the random testing protocol at any time.
- If you have a location specific job function that is not included in the above, please contact the Drug and Alcohol Program Manager (DAPM) to clarify the job duties regarding safety-sensitive or non-safety-sensitive testing.

APPENDIX B - To Find a Local DOT-qualified Substance Abuse Professional (SAP) in Your Area

SAPlist.com - www.saplist.com
Primary goal: to help employers find, contract and engage the services of qualified and trained SAPs.

National Counseling Resource – (800) 607-1010

- Managed SAP Services
- Works with qualified DOT SAPs nationwide
- Employer/Employee contacts provider and contracts through them for SAP services for a flat fee
- Oversees process and reports to make sure compliant

National Substance Abuse Professionals – www.nsapn.com (800) 879-6428

- Managed SAP Services
- Works with qualified DOT SAPs nationwide
- Employer/Employee contacts provider and contracts through them for SAP services for a flat
- Oversees process and reports to make sure compliant

American Substance Abuse Professionals (ASAP) – www.go2asap.com (888) 792-2727

- Managed SAP Services
- Works with qualified DOT SAPs nationwide
- Employer/Employee contacts provider and contracts through them for SAP services for a flat fee
- Oversees process and reports to make sure compliant

Drug and Alcohol Policy
Employee Acknowledgement Form

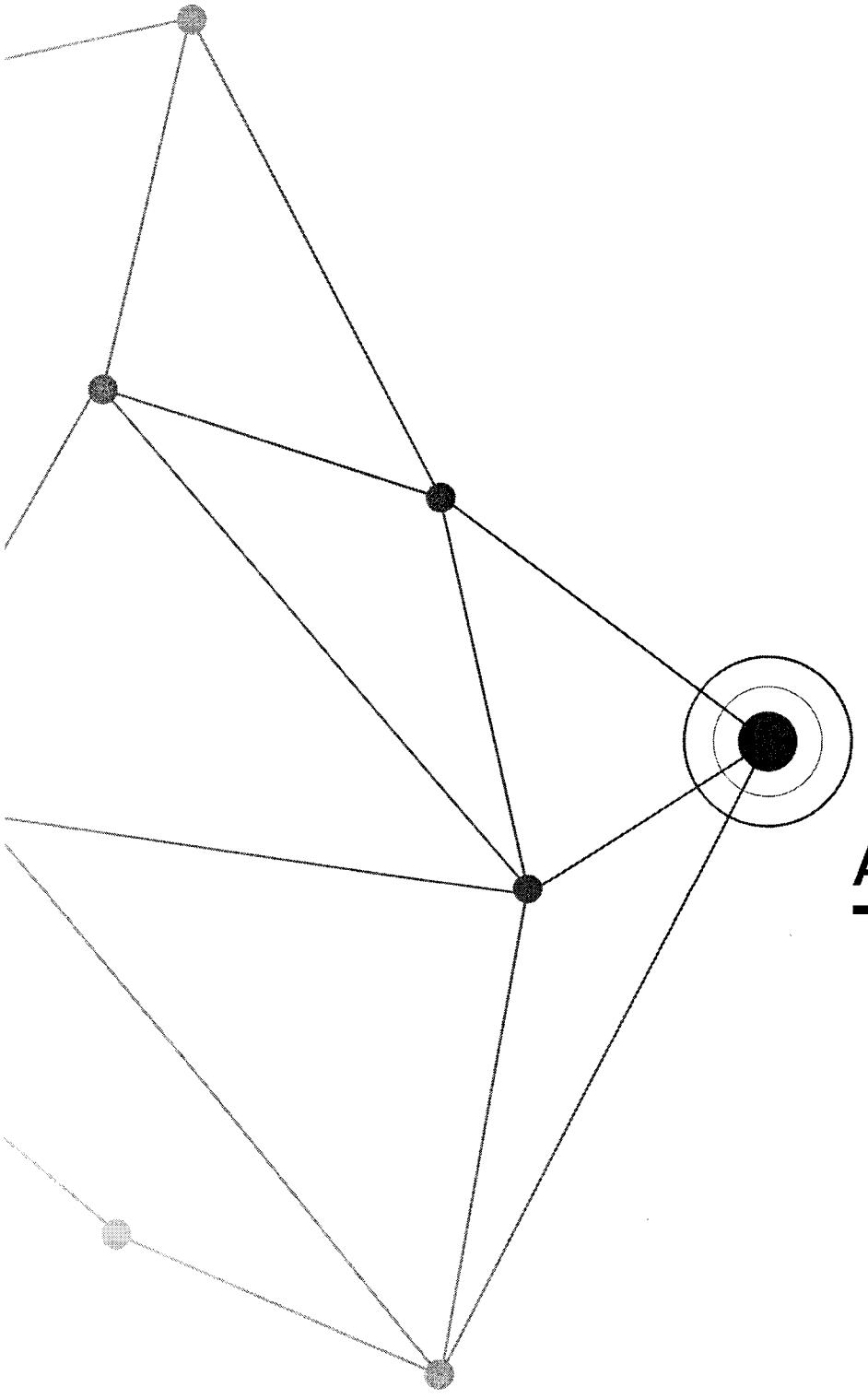
By signing, I acknowledge that I have received, read, understand and shall comply with the First Transit Drug and Alcohol Policy.

Name: _____

Company/Location Code: _____ Position: _____

Signature: _____ Date: _____

(Return this form to your Supervisor for inclusion in your drug and alcohol file)



ATTACHMENT 3

First Transit

Fare Collection Process:

Driver Fare Collection Process (non-fare box):

1. All drivers must provide accurate information on their manifests concerning passengers and payment of fares (cash, tickets, free rides and/or fare refusal).
2. At the end of every route, all drivers must record the total cash, tickets, transfers, free rides and/or fare refusals on the manifest back sheet.
3. A Dispatcher and driver will verify the count upon check out.
4. The fare box will be stored in a locked closet until opened by the 2(two) individuals assigned to counting fares the next day.

Driver Fare Collection Process (fare box):

1. Drivers must to the best of their ability monitor the fares that are being dropped for fraudulent tickets and incorrect fares amounts.
2. Correct Passenger Counts must be maintained for Fare Reconciliation.
3. The fare box will be pulled by an assigned individual each night. The fare box will be replaced with an empty box for the next day's revenue collection. .
4. The fare boxes will be stored in a locked closet until opened by the 2(two) individuals assigned to counting fares the next day.

Administration: Fares Verification:

Supervisors are assigned to counting fares. If on any day either of them are out of the office, another manager will be appointed to assist with the Fare Verification. There must AT ALL TIMES be two individuals present from the time the fares are removed from the safe to the final deposit being sealed, secured and locked in the safe. Both individuals assigned to fare counting must be physically on hand and in view of the fare envelopes and their contents at all times until the final daily cash deposit is sealed, secured and locked in the safe and tickets are stored. All counting will be done in full view of the 2 assigned to counting each day.

If an individual assisting in the counting of the fares has an emergency or requires a break prior to completing the Fare Verification process, then all fare boxes/bags, cash counted and tickets will be locked in the safe by both individuals until the counting process can begin with both individuals. THE BUSINESS OFFICE DOORS ARE LOCKED AT ALL TIMES WHILE FARE COUNTING. THERE WILL BE A DO NOT DISTURB POSTED ON THE DOOR DURING THE COUNTING. NO ONE IS TO ENTER THE BUSINESS OFFICE WHILE FARES ARE BEING VERIFIED. The Do Not Disturb signs are not to be removed and doors are not to be unlocked until the final daily cash deposit is sealed, secured and locked in the safe and tickets stored.

1. The Fare Verification process should begin each morning no later than 11:30 am (with the exception of Payroll Monday. On Payroll Mondays, The Fare Verification will begin immediately after payroll has been transmitted).
2. Each fare box/bag is counted and checked for accuracy (actual counts in the envelope to what the driver recorded on the outside of the envelope and Fare Report).

Administration: Cash Processing and Deposit:

1. Once individual route fare bags and fare boxes have been completed and verified, coins are collected and placed in rolls. Both individuals will need to re-verify the total coin count, and document on the Fort Bend Cash Sheet.

3. Dollar bills are run through the "Bill Counter" and bundled by $100 quantities. Other denominations of currency (five and ten dollar bills) are set aside by denomination. Cash will be counted twice to ensure accuracy.
4. Both individuals are required to run the coins and the cash through the counting machines to ensure accuracy.
5. Both individuals must re-verify the **total** cash and coin being deposited by both initialing the deposit slip after it's completed. The Fare Log is then to be completed for the day's count and initialed by both counters.
6. The date on the top of the deposit slip should be for the date the fares were counted. Also, place the date of service under the location address for future reference.
7. Complete the information required on the deposit bag.
8. Place all cash, coins and deposit slip into bank bags and seal for deposit. This deposit package must be locked up at all times, until it is brought to the bank for deposit.
9. A staff member will be designated to bring the deposit to the bank.

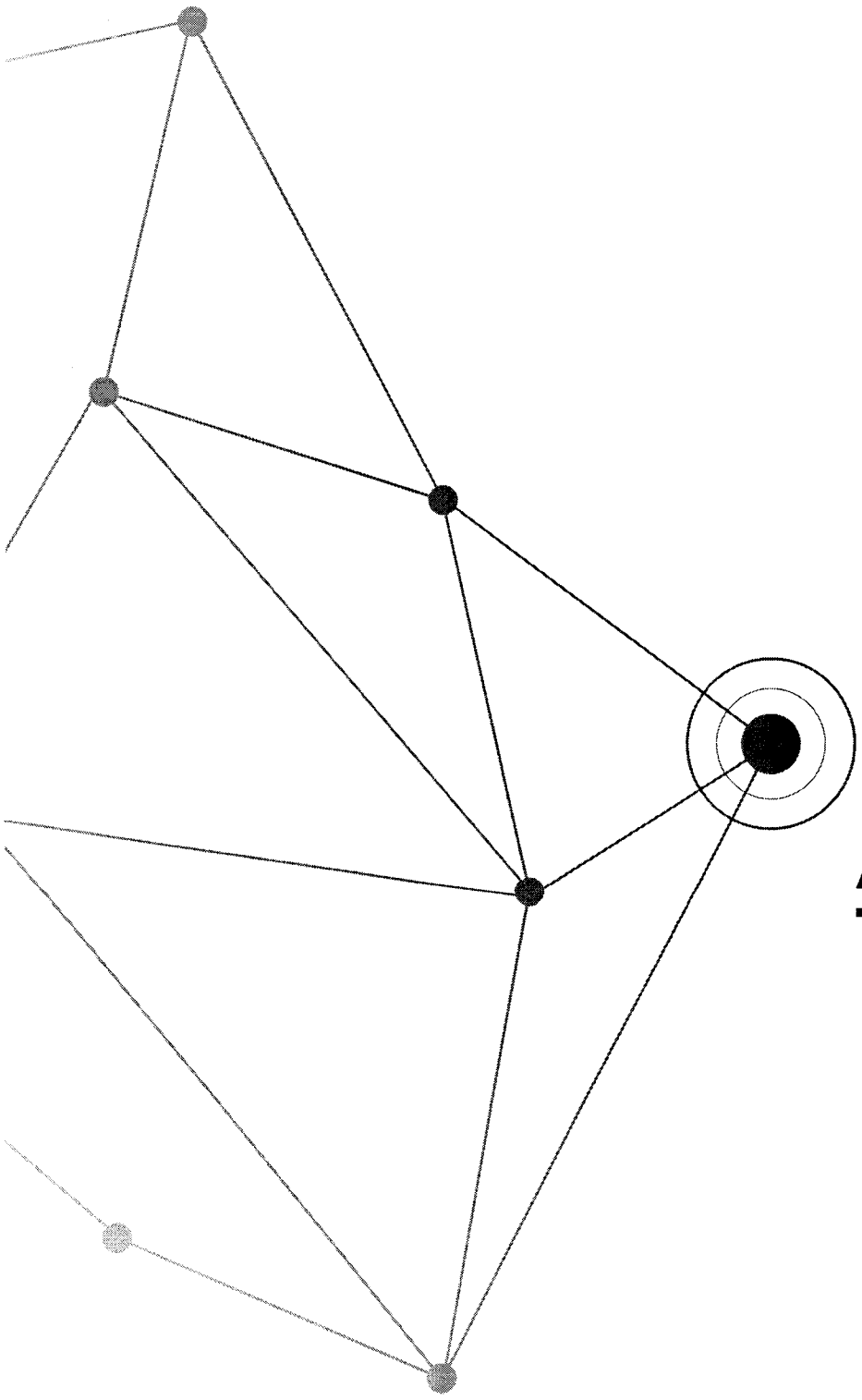
Administration: Ticket Processing:

Once individual route fare envelopes and fare boxes have been verified and the deposit has been prepared and secured for deposit, follow this procedure for Ticket processing:

You must calculate how many of each type coupon has been collected and record on the Ticket Count Report. Invalidate each ticket by drawing a line through it or punching a hole in it. Place all tickets into a designated envelope as this envelope is delivered to the customer at every Tuesday. The envelope is then stored in the General Manager's Office.

Administration: Report Processing:

1. Each individual will be assigned the responsibility for data entry for three separate reports.
    a. One individual will be responsible for the data entry for the **Fare Reconciliation Report**. This information comes directly from the fare log into the Fare Reconciliation Log. Upon completing the data entry, reconcile the report to the actual amounts collected and entered on the Fare Log.
    b. One Individual will be responsible for the data entry for the **Ticket Count Report**.
    c. One Individual will be responsible for the data entry for the **Fort Bend Cash Sheet**.
2. The actual deposit slips from the bank will also be scanned and submitted with the monthly Fare Reconciliation Log. This will be sent to the General Manager for review 2 hours prior to the published monthly deadline.
3. Once all the reports are completed, the following should be stapled together therefore closing that day's fare reconciliation process:
    a. Fare Reconciliation Report
    b. Ticket Count Report
    c. Fort Bend Cash Sheet
    d. Deposit Slip and Receipt



ATTACHMENT 4

First Transit

ASE Bonus Program

Our employee incentive program promotes the development of our employees by rewarding those who achieve training milestones and keep their certifications current.

We believe that technicians completing training are more effective, efficient, and productive.

First Transit's ASE Bonus Program Benefits		
Attracts Talented Vehicle Maintenance Technicians	Reduces Employee Turnover	Improves Employee Productivity and Morale

ASE Bonus Compensation Structure

First Transit's commitment to training and the ASE certification program is made tangible through our ASE Incentive Program. Offering access to all ASE testing at no cost to the employee, there are two ways that employees can earn per hour bonuses on each hour they work.

- While working to earn his/her first Master Technician Certification, the employee will receive a $.15 per hour bonus for each ASE test successfully completed – Upon earning his/her first Master Technician Certification, the employee will receive an additional $.15 per hour bonus
- While working to earn his/her second Master Technician Certification, the employee will receive a $.05 per hour bonus in addition to his/her regular rate for each ASE test successfully completed – Upon earning his/her second Master Technician Certification, the employee will receive an additional $.05 per hour bonus

First Transit's ASE Bonus Program is summarized below.

First Master Mechanic Certification	Number of Tests Passed	Hourly Bonus	Annual Bonus (based upon 2,080 hours)
Bonus for Tests Passed	1	$.15	**$312.00**
Bonus for Tests Passed	2	$.30	**$624.00**
Bonus for Tests Passed	3	$.45	**$936.00**
Bonus for Tests Passed	4	$.60	**$1248.00**
Bonus for Tests Passed	5	$.75	**$1560.00**
Bonus for Tests Passed	6	$.90	**$1872.00**
Bonus for Tests Passed	7	$1.05	**$2184.00**
Bonus for Tests Passed	8	$1.20	**$2496.00**
Additional Bonus for Master Certification		**$.15**	$312.00
Bonus for All Tests Successfully Completed and Master Certification		**$1.35**	$2808.00

Second Master Mechanic Certification	Number of Tests Passed	Hourly Bonus	Annual Bonus (based upon 2,080 hours)
Bonus for Tests Passed	1	$.05	**$104.00**
Bonus for Tests Passed	2	$.10	**$208.00**
Bonus for Tests Passed	3	$.15	**$312.00**
Bonus for Tests Passed	4	$.20	**$416.00**
Bonus for Tests Passed	5	$.25	**$520.00**
Bonus for Tests Passed	6	$.30	**$624.00**
Bonus for Tests Passed	7	$.35	**$728.00**
Bonus for Tests Passed	8	$.40	**$832.00**

Additional Bonus for Master Certification	$.05	$104.00
Bonus for All ASE Tests Successfully Completed and Master Certification	$.45	$936.00

ASE Blue Seal Certification Program

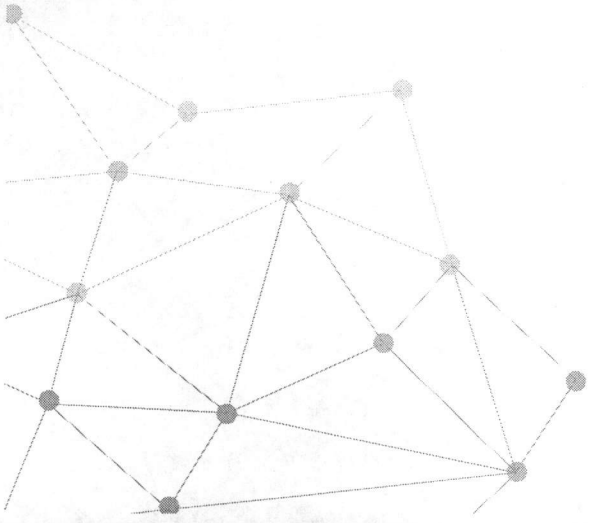
First Transit places a major emphasis on the ASE Blue Seal Recognition Program that we seek to obtain for our maintenance facility.

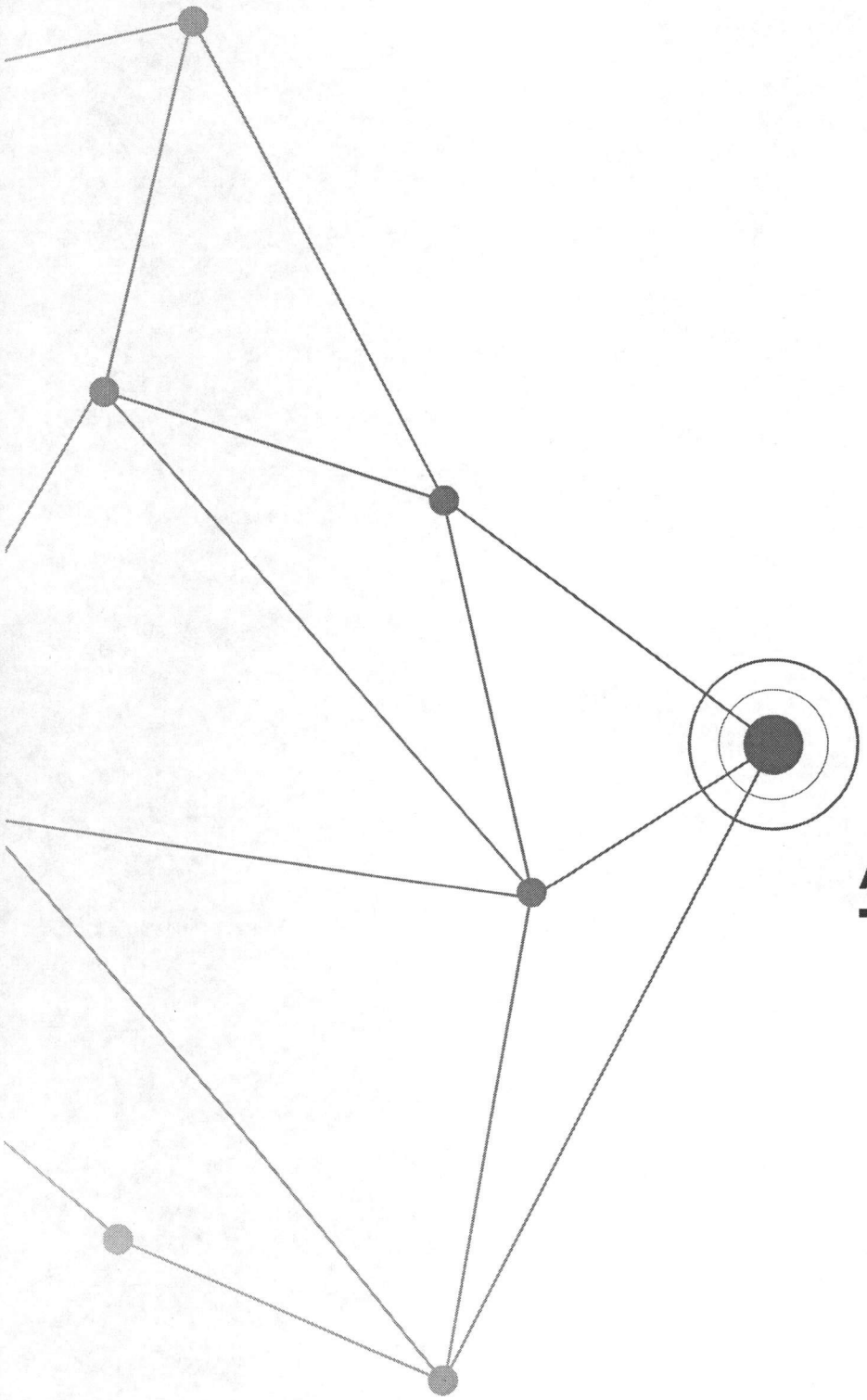
We will achieve ASE Blue Seal status within 18 months of the contract start date for our maintenance facility.

This program recognizes that the technicians working in the ASE Blue Seal facility are properly trained and tested in their field. To attain ASE Blue Seal recognition, the repair shop must have at least 75% of technicians ASE certified. Also, each area of service offered in the facility must be covered by at least one ASE-certified technician.

Key Benefits of ASE Blue Seal Facilities

- **Safety and Quality** – ASE Blue Seal Shops are equipped with the knowledge and training required to diagnose problems precisely and accurately so that vehicles and equipment are maintained and repaired to the highest safety standards. Our clients can be assured that their fleet will experience fewer breakdowns and higher vehicle safety/availability—yielding increased customer satisfaction.
- **Efficiency** – ASE Blue Seal Shops fix it right the first time, making sure preventative maintenance and repairs are performed quickly and vehicles and equipment are delivered on-time for service.





ATTACHMENT 5

First Transit

LEAN Maintenance Practices and 5s Processes

Lean Maintenance Practices and 5s Processes are methods to improve overall effectiveness by centering on what brings value to an organization and eliminating waste. Lean processes translate to reduction in maintenance costs by targeting strategic areas where maintenance has direct and indirect control, such as preventive maintenance, road call reduction, over time and outside service costs.

Combined with Lean Practices, the 5s Process, (Sort, Straighten, Shine, Standardize & Sustain) is a workplace organization method that more effectively uses the space provided for maintenance and generates a culture that promotes safety, quality maintenance, maintenance cost, and improved vehicle reliability. The 5s Process focuses on the work environment to ensure time is not lost from unnecessary movement due to placement of repair parts, tooling, or fixtures that may impede travel by technicians.

Lean Recognition

To recognize shops that have achieved different levels of Lean Maintenance Practices and have complied with the 5s Processes there are three levels of awards: **Bronze, Silver, and Gold.** The requirements and criteria for each award are explained below:

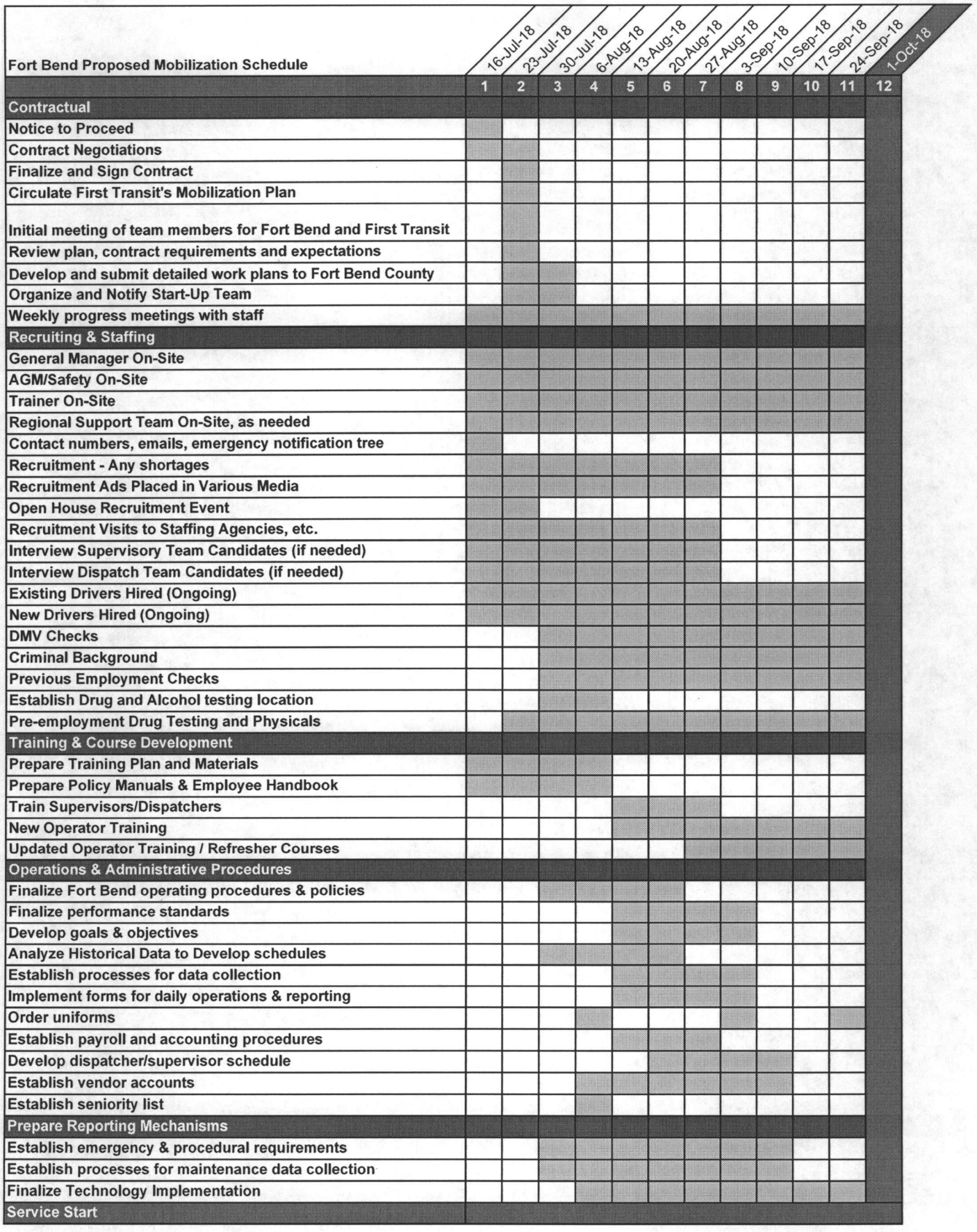
5S Lean Practices

Criteria/ Requirements	Bronze	Silver	Gold
Conduct 5s Event & Lean			
1. Have 5s audit been conducted on all shifts and are score above 70%?	X	X	
1. Have 5s audit been conducted on all shifts and are score above 90%?			X
2. Are previous 5s audits filed?	X	X	X
3. Have the quarterly FirstBase Lean Assessment (FLA) been conducted and reviewed with the general manager?	X	X	X
4. Is overtime managed and below budget?	X	X	X
5. Are repairs parts at or below budget?	X	X	X
6. Is tire cost at or below budget?	X	X	X
7. Is outside service cost at or below budget?	X	X	X
8. Are there liquidated damages due to maintenance?	X	X	X
Visualization			
1. Have planning sheet and 30 previous sheets filed?	X	X	X
2. Is accurate scoreboard displayed in shop?	X	X	X
Review and update standard job times			
1. Are there standard job times for the top 20 jobs?	X	X	
1. Are there standard job times for the top 30 jobs?			X
2. 65% of all work should be performed on scheduled repairs	X		
2. 75% of all work should be performed on scheduled repairs		X	X
3. All PMI parts are on work orders as suggested parts.	X	X	X
Warehouse/Parts Room			
1. Are annual inventory turns 4 or greater?	X		
1. Are annual inventory turns 5 or greater?		X	X
2. Are scheduled cycle counts being conducted?	X	X	X
3. Are repair parts bar coded?	X	X	X

Criteria/ Requirements	Bronze	Silver	Gold
4. Are 30% or greater purchased through the Auto Reorder process?	X		
4. Are 40% or greater purchased through the Auto Reorder process?		X	X
5. Are slow moving parts in inventory over 6 months of age, if so has the warehouse started a "return to vendor" process?	X	X	X
Preventive Maintenance			
1. Are 99% of preventive maintenance inspections done on time for the past 90 days	X	X	X
Inspections (People, Process & Product)			
1. Have monthly QCC audits been conduct for 10% of the fleet for the past 90 days?	X	X	X
2. Have all monthly shop and environmental inspections been performed and updated on Eios on time for the past 90 days?	X		
2. Have all monthly shop and environmental inspections been performed on time for the past 180 days?		X	X
3. Has a Peer Audit been conducted in the 12 months if so, are deficiencies completed?		X	X
4. Is there is ongoing training to improve overall technical knowledge?			X
Outstanding Defects			
1. Have all deficiencies noted from shop and environmental inspection been corrected?	X	X	X
2. Is the deferred maintenance module in FirstBase being used?	X	X	X
3. Have all items found on annual audits (Peer, Environmental, Local, State) been addressed?	X	X	X
First Transit University			
1. Has the manager completed the required 9 hours of prescribed online training at First Transit University Skillport's website?	X		
1. Has the manager completed the required 7 hours of prescribed online training for Silver award shops at First Transit University Skillport's website?		X	
1. Has the manager completed the required 8 hours of prescribed online training for Gold award shops at First Transit University Skillport's website?			X
ASE Certifications			
1. Do 50% percent of technicians have at least one ASE certification?	X		
1. Do 100% percent of technicians have at least ASE Brake certification for applicable fleet?		X	
1. Are all technicians are ASE certified and is the shop blue seal certified?			X
2. Are technicians who do not have any ASE certifications actively enrolled in Delmar Learning ASE preparation program?	X	X	
2. Are technicians who have one or no ASE certifications actively enrolled in Delmar Learning ASE preparation program?			X
Performance Reviews			
1. Are all technician performance reviews are done on time?	X		
1. Are all technician performance reviews are done on time and provide a development plan signed by the technician and maintenance manager?		X	X
Availability – Reliability – Cleanliness			
1. Are miles between road calls above contractual requirement or above baseline established by maintenance manager and regional director of maintenance?	X	X	X
2. Is the 90 day mechanical missed trip average better than the 12 month average?	X	X	X
3. Is the cleanliness score above 70%?	X		
3. Is the cleanliness score above 80%?		X	
3. Is the cleanliness score above 90%?			X
LTI/All Accidents/Safety			
1. LTI free past 6 months	X		
1. LTI free past 12 months		X	X
2. Accident free past 6 months	X		
2. Accident free past 12 months		X	X
3. Passing grades on DOT, State or local terminal inspections	X	X	X

ATTACHMENT 6

First Transit


Fort Bend Proposed Mobilization Schedule
16-Jul-18
23-Jul-18
30-Jul-18
6-Aug-18
13-Aug-18
20-Aug-18
27-Aug-18
3-Sep-18
10-Sep-18
17-Sep-18
24-Sep-18
1-Oct-18
1 2 3 4 5 6 7 8 9 10 11 12
Contractual
Notice to Proceed
Contract Negotiations
Finalize and Sign Contract
Circulate First Transit's Mobilization Plan
Initial meeting of team members for Fort Bend and First Transit
Review plan, contract requirements and expectations
Develop and submit detailed work plans to Fort Bend County
Organize and Notify Start-Up Team
Weekly progress meetings with staff
Recruiting & Staffing
General Manager On-Site
AGM/Safety On-Site
Trainer On-Site
Regional Support Team On-Site, as needed
Contact numbers, emails, emergency notification tree
Recruitment - Any shortages
Recruitment Ads Placed in Various Media
Open House Recruitment Event
Recruitment Visits to Staffing Agencies, etc.
Interview Supervisory Team Candidates (if needed)
Interview Dispatch Team Candidates (if needed)
Existing Drivers Hired (Ongoing)
New Drivers Hired (Ongoing)
DMV Checks
Criminal Background
Previous Employment Checks
Establish Drug and Alcohol testing location
Pre-employment Drug Testing and Physicals
Training & Course Development
Prepare Training Plan and Materials
Prepare Policy Manuals & Employee Handbook
Train Supervisors/Dispatchers
New Operator Training
Updated Operator Training / Refresher Courses
Operations & Administrative Procedures
Finalize Fort Bend operating procedures & policies
Finalize performance standards
Develop goals & objectives
Analyze Historical Data to Develop schedules
Establish processes for data collection
Implement forms for daily operations & reporting
Order uniforms
Establish payroll and accounting procedures
Develop dispatcher/supervisor schedule
Establish vendor accounts
Establish seniority list
Prepare Reporting Mechanisms
Establish emergency & procedural requirements
Establish processes for maintenance data collection
Finalize Technology Implementation
Service Start

ATTACHMENT 7

First Transit

Fort Bend Provided Vehicles

			Service Type	Current	10/1/2018 Year 1	10/1/2019 Year 2	10/1/2020 Year 3	10/1/2021 Year 4	10/1/2022 Year 5
2010	TOYOTA HIGHLANDER		Client Uses	-					
2012	DODGE GRAND CARAVAN		Guarantee Ride	3	3				
2012	DODGE GRAND CARAVAN		Guarantee Ride	2					
2018	DODGE GRAND CARAVAN - Replacement		Guarantee Ride			3	3	3	3
2010	CHEVY G4500 CHAMPION CHALLENGER		Demand Response	3					
2009	CHEVY G3500 CHAMPION CRUSADER		Demand Response	5					
2011	CHEVY G4500 GOSHEN GCII		Demand Response	4					
2012	CHEVY G4500 GOSHEN GCII		Demand Response	6					
2014	CHEVY G4500 GOSHEN GCII		Demand Response	4	-	-			
2015	CHEVY G4500 GOSHEN GCII		Demand Response	6	4	4	4		
2018	Ford 16 Passenger - New at Contract Start		Demand Response		24	24	24	24	24
2020	CHEVY G4500 GOSHEN GCII - Replacement		Demand Response					4	4
2011	FREIGHTLINER CHAMPION DEFENDER		Commuter	4	4	4	4	4	4
2016	FREIGHTLINER M2 CHAMPION		Commuter	5	5	5	5	5	5
2018	FREIGHTLINER - New at Contract Start		Commuter		6	6	6	6	6
				42	46	46	46	46	46
		Total	*Guarantee Ride*	*5*	*3*	*3*	*3*	*3*	*3*
		Total	*Demand Response*	*28*	*28*	*28*	*28*	*28*	*28*
		Total	*Commuter*	*9*	*15*	*15*	*15*	*15*	*15*
		Total	*Fort Bend Vehicles*	*42*	*46*	*46*	*46*	*46*	*46*

First Transit Provided Vehicles

			Current	10/1/2018 Year 1	10/1/2019 Year 2	10/1/2020 Year 3	10/1/2021 Year 4	10/1/2022 Year 5
2014	Ford E350	Demand Response	1	1				
2007	Ford E450	Demand Response	4					
2019	Starcraft AllStar E350 & E450 - Replacement	Demand Response			1	1	1	1
2012	Glaval Legacy	Commuter	5	5	5			
2007	Eldorado HXF-40	Commuter	2					
2007	Eldorado HXF-40	Commuter	2					
2018	Eldorado HXF-40 - Replacement	Commuter		2	2	2	2	2
2019	Starcraft Allstar XL - Replacement	Commuter				5	5	5
2010	Freightliner Champion	Charter Spare	2	2	2	2	2	2
			16	10	10	10	10	10
	Total	*Charter Spare*	*2*	*2*	*2*	*2*	*2*	*2*
	Total	*Demand Response*	*5*	*1*	*1*	*1*	*1*	*1*
	Total	*Commuter*	*9*	*7*	*7*	*7*	*7*	*7*
	Total	*First Transit Vehicles*	*16*	*10*	*10*	*10*	*10*	*10*

Total All Vehicles

		Current	10/1/2018 Year 1	10/1/2019 Year 2	10/1/2020 Year 3	10/1/2021 Year 4	10/1/2022 Year 5
Total	*Demand Response*	*33*	*29*	*29*	*29*	*29*	*29*
Total	*Commuter*	*18*	*22*	*22*	*22*	*22*	*22*
Total	*Revenue Vehicles*	*51*	*51*	*51*	*51*	*51*	*51*

*subject to change

The **Allstar** Series

STARCRAFT BUS
a division of Forest River, Inc.

Standard Exterior Feature Highlights

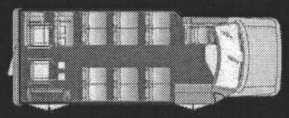
- Fully welded steel cage construction meeting all applicable FMVSS requirements
- "Starview" drivers visibility window in front of entry door
- Electric actuated passenger entry door with full length glass
- 36" wide x 36" high upper double T-Slider tempered safety glass windows with climate control tint
- Black powder coated steel rear bumper
- Rear mud flaps
- Pre-painted white aluminum side, skirts
- Fiberglass front and rear caps
- One-piece seamless FRP (fiberglass reinforced plastic) roof
- Breakaway rearview mirrors with built-in convex
- Sealed LED stop, tail, and turn signal lights with incandescent reverse lights
- Exterior graphics package available in three colors (blue, green or burgundy)

Standard Interior Feature Highlights

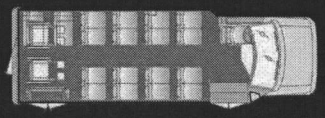
- 93" interior width
- 80" interior floor to ceiling height with standard floor (raised floor is 75")
- Floor and wall seat track for flexible seating
- Black slip resistant floor covering
- 5/8" exterior grade plywood flooring
- Ceiling and rear wall fabric for sound abatement
- FRP (fiberglass reinforced plastic) sidewalls for ease of cleaning
- White step nosing
- 1.25" left hand vertical passenger assist rail at entry door
- Printed circuit board with automotive type fuses and LED trouble shooting lights
- Entry door step well lights
- Incandescent driver and passenger area lighting
- Non-retractable seat belts

Popular Option Highlights

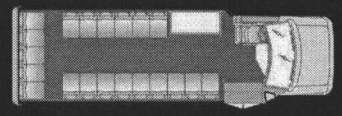
- Stainless steel wheel inserts
- Interior and exterior LED lighting
- Luggage Storage areas (overhead luggage racks with reading lights, interior luggage racks, rear storage area)
- Rear emergency door with window(s)
- Passenger area rear heat and air conditioning
- Complete rubber flooring
- Passenger grab rails
- Padded vinyl or cloth walls and ceiling
- Audio and video systems
- Mid back or high back seating
- ADA and FMVSS compliant wheel chair lifts and securement systems
- Fiberglass side walls and skirts



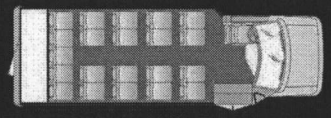
12 Passenger 2 Wheelchair
4 Passenger Foldaway Seats Plus Driver



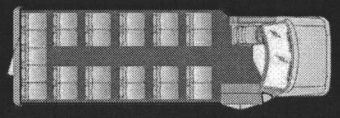
16 Passenger 2 Wheelchair
4 Passenger Foldaway Seats Plus Driver



20 Passenger with Interior Luggage Plus Driver



21 Passenger with Rear Luggage Plus Driver



25 Passenger Plus Driver

ISO 9001 REGISTERED

QVM QUALIFIED VEHICLE MODIFIER

Due to our commitment to product quality, specifications and options are subject to change without notice in the interest of product improvement and market changes.

Scan this barcode using a QR Reader on your smart phone to learn more about Forest River.

The **Allstar** Series

STARCRAFT BUS
a division of Forest River, Inc.

The **Allstar** Series | Safety. Performance. Durability.

STARCRAFT BUS
a division of Forest River, Inc.

Safety is our primary focus at Starcraft Bus, from the 3,000 lbs. seat-pull test to the rigorous 7-year/200,000 mile Altoona testing, passengers can be assured that the Allstar surpasses the most stringent testing. Bus operators can relax knowing that the fully welded steel cage construction offers the best passenger protection.

Performance is not measured by how fast the bus will go, but rather by passenger comfort. The Allstar features straight side wall construction that maximizes passenger shoulder space and the widest aisle in the industry.

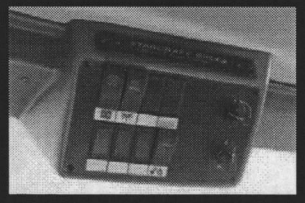
Durability does not come easily or quickly. The Allstar has been time tested for close to a decade. The 33,000-plus Starcraft buses on North America's roads offer a billion reasons why the Allstar has become a favorite, and those reasons are called miles. The Allstar is engineered to accommodate a variety of seating arrangements including wheelchair accessibility and various storage options for luggage.

Starcraft Bus, a division of Forest River, Inc. is owned by Berkshire Hathaway, one of the most respected and secure companies in the industry.

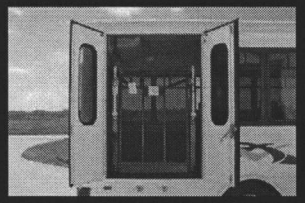
Allstar can also be equipped with optional rear wheelchair accessibility

Allstar Features | Features to Meet Your Specific Needs

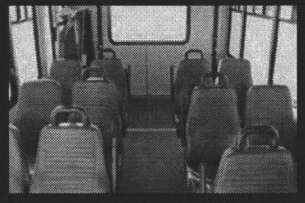
Optional high-back seats, upholstery, padded cloth walls and ceiling, and overhead luggage racks



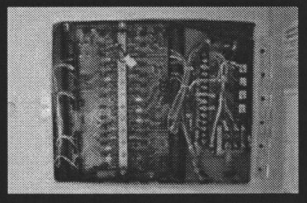
Driver's switch panel conveniently located within view of the road and not on the engine cover



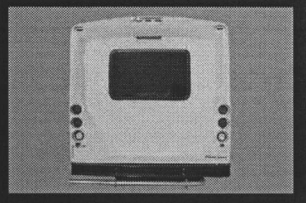
Optional double wheelchair door with top mounted gas shocks to hold door open in windy conditions



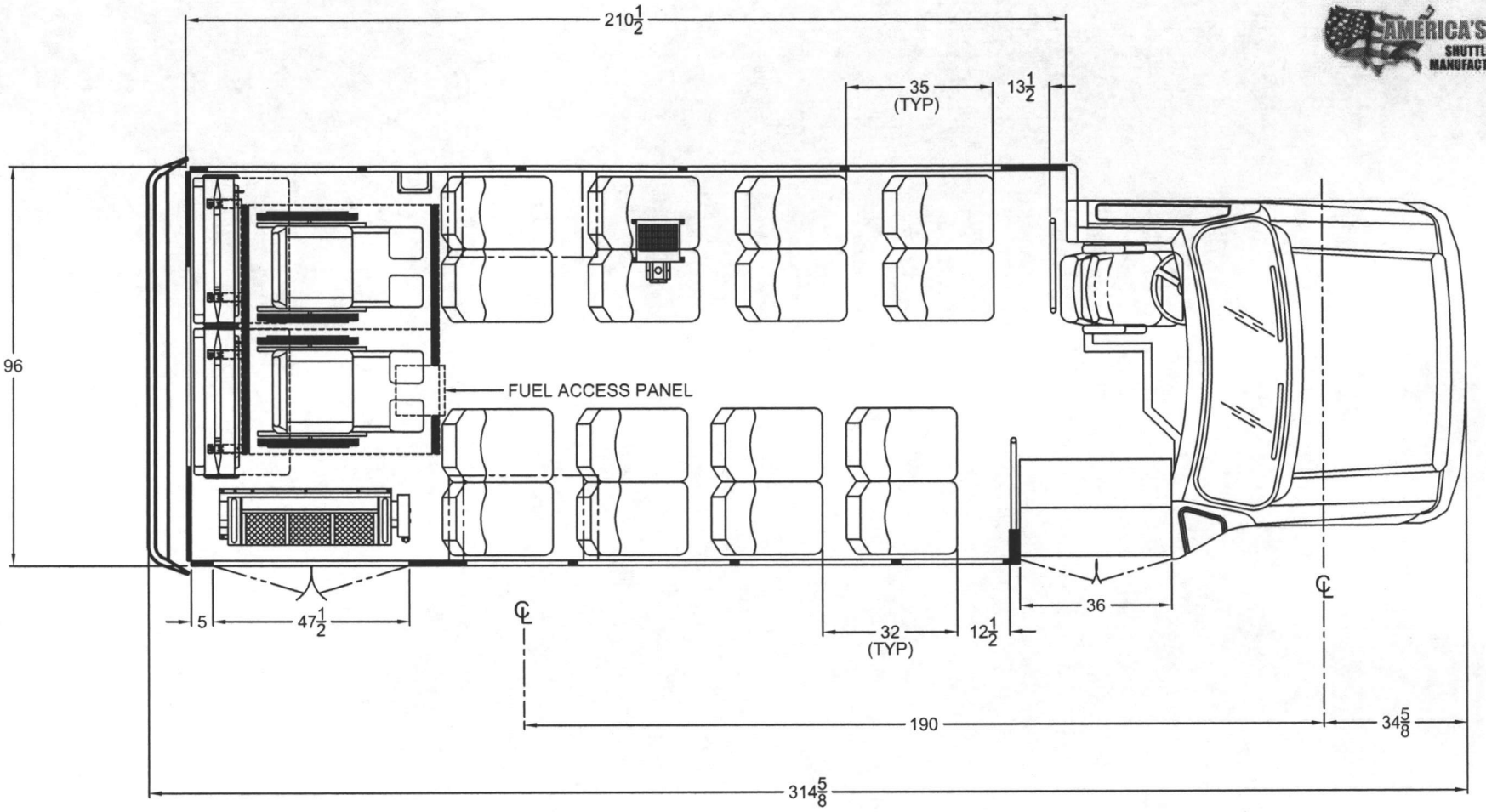
Optional mid-back seats, padded vinyl walls and ceiling, and wheelchair accessible



Printed electrical circuit board with LED trouble-shooting lights



Stylish fiberglass rear cap with standard rear window



STARCRAFT BUS
a division of Forest River, Inc.
AMERICA'S #1
SHUTTLE BUS
MANUFACTURER

DEALER APPROVAL
☐ APPROVED
_____
CUSTOMER SIGNATURE

NOTE: SHOWN WITH MID HI FREEDMAN SEATS
ALLSTAR E-450 14,500 GVWR
THIS FLOOR PLAN IS FOR ILLUSTRATION PURPOSES ONLY.
A WEIGHT ANALYSIS HAS NOT YET BEEN PERFORMED.
FINAL APPROVAL WITH A WEIGHT ANALYSIS IS REQUIRED UPON RECEIPT OF A COMPLETED ORDER WITH ALL OPTIONS SHOWN.
OPTIONAL EQUIPMENT MAY BE SHOWN.
THE SALES ORDER PLACED DICTATES ACTUAL OPTION CONTENT.

SCALE IN INCHES 0 12 24 36 48

THIS DRAWING AND THE INFORMATION THEREON ARE THE EXCLUSIVE PROPERTY OF STARCRAFT BUS, A DIVISION OF FOREST RIVER. IT SHALL NOT BE COPIED OR DUPLICATED IN ANY MANNER, NOR SHALL IT BE SUBMITTED TO OUTSIDE PARTIES FOR EXAMINATION WITHOUT OUR WRITTEN CONCENT. IT IS LOANED FOR USE WITH REFERENCE TO WORK UNDER CONTRACT WITH, OR PROPOSALS SUBMITTED TO STARCRAFT BUS, A DIVISION OF FOREST RIVER.

REV. LET.	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No.

TOLERANCE UNLESS OTHERWISE SPECIFIED		STARCRAFT BUS a division of Forest River, Inc.	
WOOD	OTHER	DATE: 07/28/15	TITLE: 16 2 WC PASS. 190" WB 26' ALLSTAR
± 1/8"	± 1/16"	NAME: TAS	
± 1°	± 1/2°	DWG. No. 16 2 WC 2 DBL FLIPS 190 199 USA	

VQR 20234 Fort Bend Transit
Base Bus Specifications
Model: Starcraft Allstar
Floorplan: 16 Passenger/2WC/2-34" Flip Seats
Total Capacity: 20
5/8/18

Chassis Specifications:

Year Model Chassis: __2018_____
Ford E450, 6.8-liter, Gas Engine, 14,500 GVWR
Automatic Transmission
Four Wheel ABS Brakes
Power Steering, Power Brakes, Pulse Wipers
(2) Group 31 Batteries Mounted on Stainless Slide Tray
225 Amp Alternator Gas
Heavy Duty Suspension
Heavy Duty Springs
55 Gallon Fuel Tank Minimum
Steel Belted Radial Tires, LT225/75R 16E
Chrome Front Bumper
Front Dash Air Conditioning and Heat
Bus Alignment with Castor and Camber Kit (Documentation Must be submitted with Delivery)
Route Exhaust to Street side
Extension Valves for Inner Dual Wheels

Body Specifications:

Interior

Tubular Cage Construction
Interior Width: Minimum 93"
17" Minimum Clear Aisle Required
Interior Headroom- Minimum 74"
Modesty Panel and Stanchion at Left Side of Entry Door
Modesty Panel and Stanchion behind Driver
Plexiglas on top of Driver's Modesty Panel
Black Rubber Floor Covering with Ribbed Rubber Aisle
Cove Molding both Sides of Passenger Compartment
FRP Ceiling, Rear, and Side Walls (Carpet or Vinyl Coated Luan Not Acceptable)
Padded Vinyl in Driver's Area
Yellow Step Nosing and Standee Line

Exterior

Front and Rear Mud Flaps
Fuel Sending Inspection Plate
Rear Tow Hooks
Interior Convex Mirror 6" x 9"
Maximum Tint on Passenger Windows
Exterior Paint: Solid White
Roof Hatch

Side Windows with Upper T-Sliders
Rear Emergency Window
Anti-ride Rear Step Bumper
Exterior Heated and Remote Mirrors (Both Flat and Convex Mirror Shall be adjustable)

Air Conditioning and Heater
Rear A/C: 1000 TA 7723 Super BTU with Ceiling Mount Evaporator, Dual Compressor System
Proposal must list the following:
AC manufacturer: ____Trans Air_TA7723 100 BTU_____
Model/Capacity of Evaporator: _TA77 EVAP___
Model/Capacity of Compressor: ___OEM and 10 CID_____
Model/Capacity of Condenser: Skirt Mounted SMC3L_and SMC2S_

35,000 BTU Rear Floor Mounted Heater

Electrical
Electric Passenger Entrance Door with A&M Door Header Model Only
Powder Coated A&M Aluminum Passenger Door Frame
Passenger Door: Clear Opening: 30" / Rough Opening Minimum 34"
Rear Center Mounted Brake Lights Wired Independently LED
All Exterior Lighting – LED
All Interior Lighting – LED
Door Activated Interior Lights
Pre-Wire for Two Way Radio
Rotary Battery Disconnect (placement and Model to be approved)

Seating
Total Capacity: __20_____ (All Seats)
Driver's Seat: Freedman Shield Recliner, No Armrest, Adj Lumbar Support, Map Pocket
Passenger Seats: Mid High Rigid Freedman Passenger Seats (x16)
Freedman Flip Seats 34" (x2)
Level 1 Cover for Driver and Passenger Seats
Standard 74" Lap Belts
(All Seats shall be manufactured by Freedman Seating)

ADA Requirements
Braun Century NCI9173454-2 800# Automatic wheelchair Lift (34" x 54" Platform)
ADA Decals and Vehicle Height Sticker
Double Wheelchair Doors with Windows, Interior Light, and Leaf Spring
Wheel Chair Opening Devices: Shocks Mounted to Both WC Doors Sections
(2) Q-Straint Q-8301-L Max Retractor Tie down Q8 Combo Lap/Shoulder Belt Retractable
Tie Down Storage TDSS Receptacles, One per Securement System, (Placement to be approved)
Ceiling Grab Rails –Both Sides
Yellow Standee Line with "No Standees forward of Yellow Line" sign
Parallel Entry Grab Rails – Power Coated Yellow
Brake/Lift Interlock with Automatic Fast Idle

Safety Options
5 LB Fire Extinguisher
Warning Triangles
Minimum of 25 Unit First Aid Kit

Back Up Alarm
Body Fluid Kit
(Placement of Safety Option to be approved)

Manuals and Training
"As Built" Wiring Schematics and Parts Manuals (Generic Versions not Acceptable)
On USB Flash Drive
Owner's Manuals Required

Minimum Required Warranty Coverage
Chassis: 3 Year or 36,000 Mile
Body: 3 Year or 36,000 Miles
Rear Air Conditioning: 3 Years Unlimited Miles
Braun Lift Warranty: 5 Year Unlimited Miles
Passenger Seat Warranty: 5 Years/ 100,000 Unlimited Miles

Required Central Region Options

Echo Vision Object Detection System mounted on Rear Bumper \
Rear View Camera with Monitor
Shocks on both W/C Doors
5/8" Exterior Grade Treated Plywood
Stainless Steel Battery Tray

Manuals and Training
"As Built" Wiring Schematics and Parts Manuals (Generic Versions not Acceptable)
On USB Flash Drive
Owner's Manuals Required

Minimum Required Warranty Coverage
Chassis: 3 Year or 36,000 Mile
Body: 3 Year or 36,000 Miles
Rear Air Conditioning: 3 Years Unlimited Miles
Braun Lift Warranty: 5 Year Unlimited Miles
Passenger Seat Warranty: 5 Years/ 100,000 Unlimited Miles

STURAA TEST

7 YEAR

200,000 MILE BUS

from

STARCRAFT BUS,
A DIVISION of FOREST RIVER INC.

MODEL ALLSTAR -25

FEBRUARY 2006

PTI-BT-R0518

PENNSTATE

The Pennsylvania Transportation Institute

201 Research Office Building
The Pennsylvania State University
University Park, PA 16802
(814) 865-1891

Bus Testing and Research Center

2237 Old Route 220 N.
Duncansville, PA 16635
(814) 695-3404

TABLE OF CONTENTS

Page

EXECUTIVE SUMMARY 3

ABBREVIATIONS 5

BUS CHECK-IN 6

1. MAINTAINABILITY

- 1.1 ACCESSIBILITY OF COMPONENTS AND SUBSYSTEMS 16
- 1.2 SERVICING, PREVENTATIVE MAINTENANCE, AND REPAIR AND MAINTENANCE DURING TESTING 19
- 1.3 REPLACEMENT AND/OR REPAIR OF SELECTED SUBSYSTEMS 23

2. RELIABILITY - DOCUMENTATION OF BREAKDOWN AND REPAIR TIMES DURING TESTING 26

3. SAFETY - A DOUBLE-LANE CHANGE (OBSTACLE AVOIDANCE TEST) 28

4. PERFORMANCE - AN ACCELERATION, GRADEABILITY, AND TOP SPEED TEST 31

5. STRUCTURAL INTEGRITY

- 5.1 STRUCTURAL STRENGTH AND DISTORTION TESTS - STRUCTURAL SHAKEDOWN TEST 35
- 5.2 STRUCTURAL STRENGTH AND DISTORTION TESTS - STRUCTURAL DISTORTION 39
- 5.3 STRUCTURAL STRENGTH AND DISTORTION TESTS - STATIC TOWING TEST 51
- 5.4 STRUCTURAL STRENGTH AND DISTORTION TESTS - DYNAMIC TOWING TEST 52
- 5.5 STRUCTURAL STRENGTH AND DISTORTION TESTS - JACKING TEST 55
- 5.6 STRUCTURAL STRENGTH AND DISTORTION TESTS - HOISTING TEST 57
- 5.7 STRUCTURAL DURABILITY TEST 59

6. FUEL ECONOMY TEST - A FUEL CONSUMPTION TEST USING AN APPROPRIATE OPERATING CYCLE 65

7. NOISE

- 7.1 INTERIOR NOISE AND VIBRATION TESTS 80
- 7.2 EXTERIOR NOISE TESTS 86

EXECUTIVE SUMMARY

Starcraft Bus, a Division of Forest River Inc. submitted a model Allstar-25, gasoline-powered 17 seat (including the driver) 25-foot bus, for a 7 yr/200,000 mile STURAA test. The odometer reading at the time of delivery was 529.0 miles. Testing started on December 6, 2005 and was completed on February 14, 2006. The Check-In section of the report provides a description of the bus and specifies its major components.

The primary part of the test program is the Structural Durability Test, which also provides the information for the Maintainability and Reliability results. The Structural Durability Test was started on December 14, 2005 and was completed on February 1, 2006.

The interior of the bus is configured with seating for 17 passengers including the driver + 1 wheelchair position. Free floor space will accommodate 10 standing passengers resulting in a potential capacity of 27 persons + 1 wheelchair position. At 150 lbs per person 600 lbs per wheelchair position, this load results in a measured gross vehicle weight of 13,950 lbs. The first segment of the Structural Durability Test was performed with the bus loaded to a GVW of 13,950 lbs. The middle segment was performed at a seated load weight of 12,500 lbs and the final segment was performed at a curb weight of 9,510 lbs. Durability driving resulted in no unscheduled maintenance and failures.

Accessibility, in general, was adequate, components covered in Section 1.3 (Repair and/or Replacement of Selected Subsystems) along with all other components encountered during testing, were found to be readily accessible and no restrictions were noted.

The Reliability section compiles failures that occurred during Structural Durability Testing. Breakdowns are classified according to subsystems. The data in this section are arranged so that those subsystems with more frequent problems are apparent. The problems are also listed by class as defined in Section 2. The test bus encountered no failures during the Structural Durability Test.

The Safety Test, (a double-lane change, obstacle avoidance test) was safely performed in both right-hand and left-hand directions up to a maximum test speed of 45 mph. The performance of the bus is illustrated by a speed vs. time plot. Acceleration and gradeability test data are provided in Section 4, Performance. The average time to obtain 50 mph was 13.75 seconds.

The Shakedown Test produced a maximum final loaded deflection of 0.224 inches with a permanent set ranging between -0.003 to 0.005 inches under a distributed static load of 10,725 lbs. The Distortion Test was completed with all subsystems, doors and escape mechanisms operating properly. Water leakage observed during the test at the top of the rear door between the door and the door frame.

The test bus was not equipped with any type of tow eyes or tow hooks, therefore, the Static Towing Test was not performed. The Dynamic Towing Test was performed by means of a front-lift tow. The towing interface was accomplished using a hydraulic under-lift wrecker. The bus was towed without incident and no damage resulted from the test. The manufacturer does not recommend towing the bus from the rear; therefore, a rear test was not performed. The Jacking and Hoisting Tests were also performed without incident. The bus was found to be stable on the jack stands, and the minimum jacking clearance observed with a tire deflated was 8.8 inches.

A Fuel Economy Test was run on simulated central business district, arterial, and commuter courses. The results were 6.39 mpg, 6.90 mpg, and 10.17 mpg respectively; with an overall average of 7.32 mpg.

A series of Interior and Exterior Noise Tests was performed. These data are listed in Section 7.1 and 7.2 respectively.

The **Allstar XL** Series

International TC Chassis

STARCRAFT BUS
a division of Forest River, Inc.

Standard Exterior Feature Highlights

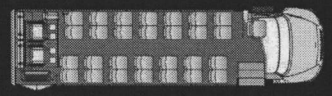
- 96" wide exterior body
- Fully welded steel cage construction meeting all applicable FMVSS requirements
- "Starview" drivers visibility window in front of entry door
- Electric actuated passenger entry door with full length glass
- 36" wide x 36" high upper double T-Slider tempered safety glass windows with climate control tint
- Black powder coated steel rear bumper
- Rear mud flaps
- Pre-painted white aluminum side walls and skirts
- Fiberglass front and rear caps
- One-piece seamless FRP (fiberglass reinforced plastic) roof
- Breakaway rearview mirrors with convex
- Sealed LED stop, tail, and turn signal lights with incandescent reverse lights
- Exterior graphics package available in three colors (blue, green or burgundy)

Standard Interior Feature Highlights

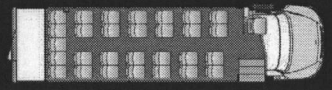
- Flat floor (no wheel wells) with 81" interior floor to ceiling height
- Floor and wall seat track for flexible seating
- Black slip resistant floor covering
- White step nosing at passenger entry door
- 5/8" exterior grade plywood flooring
- Ceiling and rear wall fabric for sound abatement
- FRP (fiberglass reinforced plastic) sidewalls for ease of cleaning
- White step nosing
- 1.25" left hand vertical passenger assist rail at entry door
- Printed circuit board with automotive type fuses and LED trouble shooting lights
- Entry door step well lights
- Incandescent driver and passenger area lighting
- Non-retractable seat belts

Popular Option Highlights

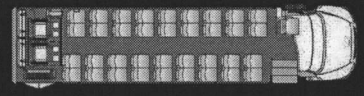
- Stainless steel wheel inserts
- Interior and exterior LED lighting
- Luggage storage areas (overhead luggage racks with reading lights, interior luggage racks, rear storage area)
- Rear emergency door with window(s)
- Passenger area rear heat and air conditioning
- Complete rubber flooring
- Passenger grab rails
- Padded vinyl or cloth walls and ceiling
- Audio and video systems
- Mid back or high back seating
- ADA and FMVSS compliant wheel chair lifts and securement systems



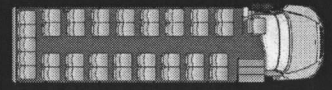
28 Passenger Plus 2 Wheelchair
2 Passenger Foldaway and 4 Passenger Flip Seats Plus Driver



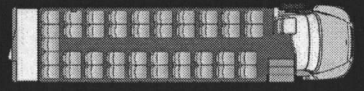
29 Passenger with Rear Luggage Plus Driver



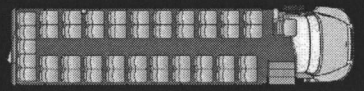
36 Passenger Plus 2 Wheelchair
2 Passenger Foldaway and 4 Passenger Flip Seats Plus Driver



37 Passenger Plus Driver



41 Passenger with Rear Luggage Plus Driver



45 Passenger Plus Driver

ISO 9001 REGISTERED

QVM QUALIFIED VEHICLE MODIFIER

Due to our commitment to product quality, specifications and options are subject to change without notice in the interest of product improvement and market changes.

Scan this barcode using a QR Reader on your smart phone to learn more about Forest River.

The **Allstar XL** Series

International TC Chassis

STARCRAFT BUS
a division of Forest River, Inc.

STARCRAFT BUS
a division of Forest River, Inc.

2367 Century Drive • Goshen, IN 46528 • Lit. No. SCB-20/063013
1.800.348.7440 • Fax: 574.642.3301 • www.starcraftbus.com

Quality Without Compromise

The **Allstar XL** Series
International TC Chassis

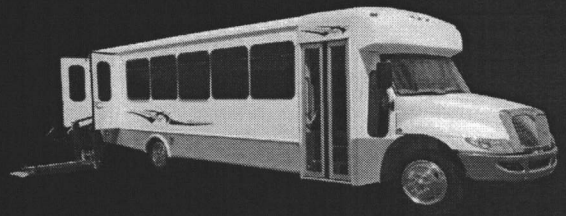
Quality Without Compromise

STARCRAFT BUS
a division of Forest River, Inc.

When you are looking for quality without compromise, the Allstar XL Series from Starcraft Bus delivers. The XL, with its solid, steel cage frame, utilizes the same construction as the time-tested Allstar. Built on International's TC chassis, this bus utilizes straight side wall construction and features a wide aisle to maximize shoulder space, offering a spacious and comfortable experience for your passengers.

The XL is engineered to accommodate a variety of seating arrangements including wheelchair accessibility and numerous storage options for luggage. The roomy driver area allows for easy maneuvering in and out of the driver's seat and increased visibility for the driver. Finally, whether its the forward-tilting hood for ease of maintenance or the air suspension driver's seat for a better ride, the Allstar XL's International TC chassis beats the competition hands-down. Choose the Allstar XL...quality, inside and out.

Starcraft Bus, a division of Forest River, Inc., is owned by Berkshire Hathaway, one of the most respected and financially secure companies in the industry.



Allstar XL Features

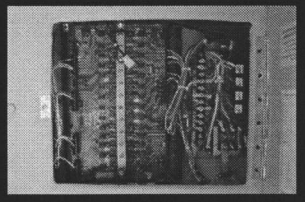
Features to Meet Your Specific Needs

Spacious interior with high-back seats and overhead luggage racks

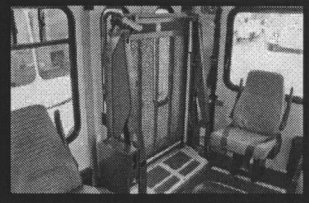
Conveniently located switches and easily-accessible driver's area

Stylish fiberglass rear cap with rear luggage access door

Optional mid-back seats, padded vinyl walls and ceiling, and wheelchair accessible

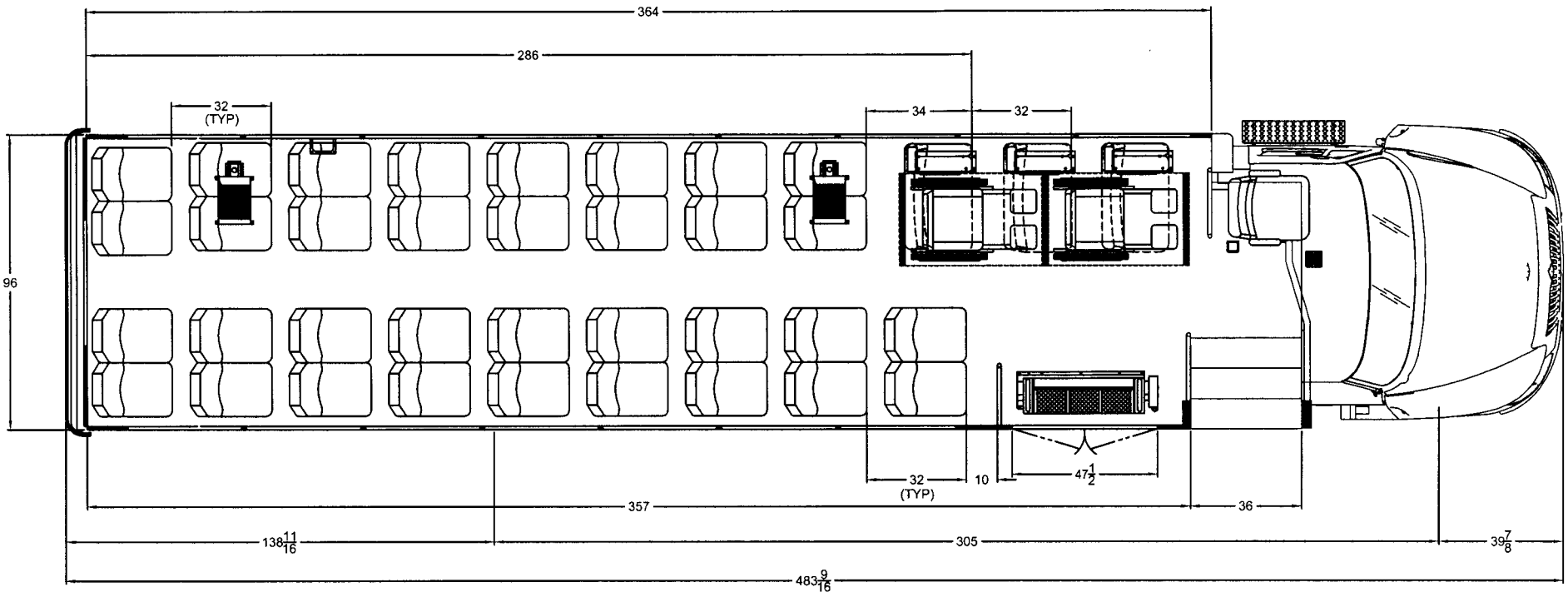


Printed electrical circuit board with LED trouble-shooting lights



Optional ADA wheelchair lift mounted in the rear of the bus

STARCRAFT BUS
AMERICA'S #1 SHUTTLE BUS MANUFACTURER



NOTE: SHOWN WITH MID HI FREEDMAN SEATS
ALLSTAR XL INTERNATIONAL TC CHASSIS 96" WIDE
30,000 GVWR
27,500 GVWR
THIS FLOOR PLAN IS FOR ILLUSTRATION PURPOSES ONLY.
A WEIGHT ANALYSIS HAS NOT YET BEEN PERFORMED.
FINAL APPROVAL WITH A WEIGHT ANALYSIS IS REQUIRED UPON RECEIPT OF A COMPLETED ORDER WITH ALL OPTIONS SHOWN.
OPTIONAL EQUIPMENT MAY BE SHOWN.
THE SALES ORDER PLACED DICTATES ACTUAL OPTION CONTENT.

DEALER APPROVAL

☐ APPROVED

CUSTOMER SIGNATURE

SCALE IN INCHES 0 12 24 36 48

THIS DRAWING AND THE INFORMATION THEREON ARE THE EXCLUSIVE PROPERTY OF STARCRAFT BUS, A DIVISION OF FOREST RIVER. IT SHALL NOT BE COPIED OR DUPLICATED IN ANY MANNER, NOR SHALL IT BE SUBMITTED TO OUTSIDE PARTIES FOR EXAMINATION WITHOUT OUR WRITTEN CONCENT. IT IS LOANED FOR USE WITH REFERENCE TO WORK UNDER CONTRACT WITH, OR PROPOSALS SUBMITTED TO STARCRAFT BUS, A DIVISION OF FOREST RIVER.

REV. LET.	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No.
A	PRELIM PACKET: 83406	TAS		05/03/18	

TOLERANCE UNLESS OTHERWISE SPECIFIED	WOOD	OTHER
	± 1/8"	± 1/16"
	± 1°	± 1/2°

STARCRAFT BUS
a division of Forest River, Inc.

DATE: 05/03/18
NAME: TAS

TITLE: 34 PASS. 305" WB 364" BDY 40' TC ALLSTAR XL 3200

DWG. No. 34 PASS 3 DBL FOLDS 2 WC 305 364 USA

Creative Bus Sales

VQR 20233
Bus Model: Starcraft Allstar XL IC
Floorplan: 28 Passenger/2WC/2 34" Flips/ 1 34" Foldaway
Total Capacity: 40
5-8-18

Chassis Specifications:
International IC 30,000 GVWR Chassis
Wheel Base – _291"_____
Overall Length __364"_____
Cummins ISB 6.7L Diesel Engine 300 HP
Allison 2200 Automatic Transmission with Park Prawl
Hydraulic Brakes
Rear Air Suspension
10,000lb Front Axle
21,000lb Rear Axle
Rear Air Suspension
65 Gallons Fuel Tank
240 Amp Alternator – Leece Neville
OEM Batteries on Mounted in Battery Box
750 Watt/ 115 Volt Block Heater
Continental 225/70R 19.5 14 Ply Radial Tires
7 Gallon DEF Tank
Wheels Painted White
Front End Alignment
Valve Stem Extensions
Route Exhaust to Streetside
Fast Idle

Body Specifications:
Interior
Interior Headroom- Minimum 74"
Modesty Panel at Entry Door and Behind Driver
Plexiglas on top of Driver's Modesty Panel
Black or Gray Non Skid Flooring
Aisle Cove Molding
FRP Ceiling and Side Walls
Padded Vinyl in Driver's Area

Exterior
Fuel Sending Inspection Plate (if available on floorplan)
Interior Convex Mirror
Maximum Tint on Passenger Windows
Remote and Heated Exterior Mirrors
Anti-Ride Bumper
Exterior Paint: White
Roof Hatch

Air Conditioning and Heat
TA SUPER DUAL 13 135K **SYSTEM** DUAL SKIRT COND/DUAL EVAP (2) 13 CID COMPRESSORS FM55 FRONT IN WALL TA77 REAR
(2) 65,000 BTU Rear Floor Mounted Heater
Cold Weather Package with Wrapped Lines and Auxiliary Heater Pump

Electrical
Passenger Door Electric
Rotary Battery Disconnect Switch
Two-Way Radio Prep
All Exterior Lights LED
All Interior Lights LED
Rear Center Mounted Brake Light LED
AM FM CD with Speakers
PA System with Interior and Exterior Speakers with Switch
Transign Front and Side LED Destination Sign

Seating
Total Passenger Capacity: 34
Bostrum Talladega 910 High Back Air Driver's Seat Black Cloth
Mid Hi Freedman Passenger Seats (x28)
34" AM Foldaway Seats (x3)
Level 1 Vinyl Cover for Driver and Passenger Seats
Anti-Vandal Grab Handles on All Seat Tops

ADA Requirements
ADA Decals and Vehicle Height Sticker
Double Wheelchair Doors with Windows, Interior Light, and Leaf Spring
Q'STRAINT Q-8100-A1-L QRT DELUXE RETRACTOR SYSTEM FOR L-TRACK INSTALLATION
Storage Pouches – One per Securement System
Ceiling Grab Rails –Both Sides
Yellow Standee Line with "No Standees forward of Yellow Line" sign
Yellow Step Nosing on Entrance Steps
Parallel Entry Grab Rails Powder Coated Yellow
Brake/Lift Interlock - Intermotive

Safety Options
10LB Fire Extinguisher Mounted Near Driver
Triangles
Minimum of 25 Unit First Aid Kit
Body Fluid Kit
Back Up Alarm
6" x 9" Convex Mirrors

Required Central Region Options
Echo Vision Object Detection System mounted on Rear Bumper \
Rear View Camera with Monitor
Shocks on both W/C Doors
5/8" Exterior Grade Treated Plywood
Stainless Steel Battery Tray

Manuals and Training
"As Built" Wiring Schematics and Parts Manuals (Generic Versions not Acceptable)
On USB Flash Drive
Owner's Manuals Required

Required Warranty Coverage
Chassis: Freightliner Standard Chassis Warranty
Body: 3 Year or 36,000 Miles
Rear Air Conditioning: 3 Years Unlimited
Note: Bus shall meet all State and Federal DOT standards.

Creative Bus Sales

STURAA TEST

10 YEAR

350,000 MILE BUS

from

STARCRAFT BUS
A DIVISION OF
FOREST RIVER, INC.

MODEL ALLSTAR XL

MAY 2009

PTI-BT-R0815

PENNSTATE

The Thomas D. Larson
Pennsylvania Transportation Institute

201 Transportation Research Building (814) 865-1891
The Pennsylvania State University
University Park, PA 16802

Bus Testing and Research Center
2237 Old Route 220 N. (814) 695-3404
Duncansville, PA 16635

TABLE OF CONTENTS

Page

EXECUTIVE SUMMARY 3

ABBREVIATIONS 5

BUS CHECK-IN 6

1. MAINTAINABILITY

- 1.1 ACCESSIBILITY OF COMPONENTS AND SUBSYSTEMS 19
- 1.2 SERVICING, PREVENTATIVE MAINTENANCE, AND REPAIR AND MAINTENANCE DURING TESTING 22
- 1.3 REPLACEMENT AND/OR REPAIR OF SELECTED SUBSYSTEMS 27

2. RELIABILITY - DOCUMENTATION OF BREAKDOWN AND REPAIR TIMES DURING TESTING 32

3. SAFETY - A DOUBLE-LANE CHANGE (OBSTACLE AVOIDANCE TEST) 36

4. PERFORMANCE - AN ACCELERATION, GRADEABILITY, AND TOP SPEED TEST 39

5. STRUCTURAL INTEGRITY

- 5.1 STRUCTURAL STRENGTH AND DISTORTION TESTS - STRUCTURAL SHAKEDOWN TEST 43
- 5.2 STRUCTURAL STRENGTH AND DISTORTION TESTS - STRUCTURAL DISTORTION 47
- 5.3 STRUCTURAL STRENGTH AND DISTORTION TESTS - STATIC TOWING TEST 59
- 5.4 STRUCTURAL STRENGTH AND DISTORTION TESTS - DYNAMIC TOWING TEST 60
- 5.5 STRUCTURAL STRENGTH AND DISTORTION TESTS - JACKING TEST 63
- 5.6 STRUCTURAL STRENGTH AND DISTORTION TESTS - HOISTING TEST 65
- 5.7 STRUCTURAL DURABILITY TEST 67

6. FUEL ECONOMY TEST - A FUEL CONSUMPTION TEST USING AN APPROPRIATE OPERATING CYCLE 84

7. NOISE

- 7.1 INTERIOR NOISE AND VIBRATION TESTS 99
- 7.2 EXTERIOR NOISE TESTS 104

EXECUTIVE SUMMARY

Starcraft Bus, a Division of Forest River. Inc. submitted a model Allstar XL, diesel-powered 31 seat (including the driver) 34-foot bus, for a 10 yr/350,000 mile STURAA test. The odometer reading at the time of delivery was 512 miles. Testing started on October 9, 2008 and was completed on May 1, 2009. The Check-In section of the report provides a description of the bus and specifies its major components.

The primary part of the test program is the Structural Durability Test, which also provides the information for the Maintainability and Reliability results. The Structural Durability Test was started on November 5, 2008 and was completed on March 20, 2009.

The interior of the bus is configured with seating for 31 passengers including the driver. Free floor space will accommodate 19 standing passengers resulting in a potential load of 50 persons. At 150 lbs per person, this load results in a measured gross vehicle weight of 22,170 lbs. The first segment of the Structural Durability Test was performed with the bus loaded to a GVW of 22,170 lbs. The middle segment was performed at a seated load weight of 19,450 lbs and the final segment was performed at a curb weight of 14,880 lbs. Durability driving resulted in unscheduled maintenance and failures that involved a variety of subsystems. A description of failures, and a complete and detailed listing of scheduled and unscheduled maintenance is provided in the Maintainability section of this report.

Accessibility, in general, was adequate, components covered in Section 1.3 (Repair and/or Replacement of Selected Subsystems) along with all other components encountered during testing, were found to be readily accessible and no restrictions were noted.

The Reliability section compiles failures that occurred during Structural Durability Testing. Breakdowns are classified according to subsystems. The data in this section are arranged so that those subsystems with more frequent problems are apparent. The problems are also listed by class as defined in Section 2. The test bus encountered no Class 1 or Class 2 failures. Of the 29 reported failures, 15 were Class 3 and 14 were Class 4.

The Safety Test, (a double-lane change, obstacle avoidance test) was safely performed in both right-hand and left-hand directions up to a maximum test speed of 45 mph. The performance of the bus is illustrated by a speed vs. time plot. Acceleration and gradeability test data are provided in Section 4, Performance. The average time to obtain 50 mph was 18.04 seconds.

The Shakedown Test produced a maximum final loaded deflection of 0.329 inches with a permanent set ranging between -0.005 to 0.007 inches under a distributed static load of 18,750 lbs. The Distortion Test was completed with all subsystems, doors and escape mechanisms operating properly. No water leakage was observed throughout the test. All subsystems operated properly.

The test bus was not equipped with any type of tow eyes or tow hooks, therefore the Static Towing Test was not performed. The Dynamic Towing Test was performed by means of a front-lift tow. The towing interface was accomplished using a hydraulic under-lift wrecker. The bus was towed without incident and no damage resulted from the test. The manufacturer does not recommend towing the bus from the rear, therefore, a rear test was not performed. The Jacking and Hoisting Tests were also performed without incident. The bus was found to be stable on the jack stands, and the minimum jacking clearance observed with a tire deflated was 4.9 inches.

A Fuel Economy Test was run on simulated central business district, arterial, and commuter courses. The results were 4.72 mpg, 4.78 mpg, and 8.88 mpg respectively; with an overall average of 5.47 mpg.

A series of Interior and Exterior Noise Tests was performed. These data are listed in Section 7.1 and 7.2 respectively.

STARCRAFT BUS
a division of Forest River, Inc.

FMVSS/CMVSS Compliance Summary 2018-2019 Commercial Only

The following information describes briefly the C/FMVSS standards and the Compliance Action that has been taken by either Starcraft Bus Commercial Division, the chassis manufacturer.

C/FMVSS No.	Standard Description	Compliance Action
101	Control Location, Identification and Illumination	Starcraft does not alter the OEM controls or displays. Any aftermarket seats and/or controls or displays subject to the standard meet this standard. Test data on file.
102	Transmission Shift Lever Sequence, Starter Interlock & Transmission Braking Effect	Compliance is deferred to the chassis manufacturer.
103	Windshield Defrosting & Defogging Systems	Compliance is deferred to the chassis manufacturer.
104	Windshield Wiping & Washing Systems	Compliance is deferred to the chassis manufacturer.
105	Hydraulic Brake Systems	Test data kept on file for vehicles that have had the frame stretched, or have had other system modifications. For Non-stretched vehicles compliance is deferred to the chassis manufacturer.
106	Brake Hoses	Vehicles with stretched frames have additional lines installed by chassis modifiers using OEM components. Other vehicles that have had system modifications use OEM or OEM-approved components and are tested for compliance. For Non-stretched vehicles compliance is deferred to the chassis manufacturer.
108	Lamps, Reflective Devices & Associated Equipment	Starcraft does not alter OEM lighting. Additional lighting to include brake, turn, clearance and reverse lamps meet standard. Data on file.
108.1	Alternative Requirements for Headlamps	Starcraft does not alter OEM lighting. Compliance is deferred to the chassis manufacturer.
110	Tire Selection and Rim for Motor Vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less	Starcraft does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
111	Rear View Mirrors	All aftermarket mirrors installed by Starcraft meet this standard and DOT regulations. Data on file.
112	Headlamp Concealment Devices	Starcraft does not manufacture vehicles with headlamp concealment devices.
113	Hood latch systems	Compliance is deferred to the chassis manufacturer.
114	Theft Protection	Compliance is deferred to the chassis manufacturer.
115	Vehicle Identification Number	Compliance is deferred to the chassis manufacturer.
116	Hydraulic Brake Fluids	Starcraft does not alter brake systems. Vehicles with stretched frames have additional fluid added by chassis modifiers using OEM instruction and materials. All other system modifications utilize only OEM-approved fluid. For Non-stretched vehicles compliance is deferred to the chassis manufacturer.
118	Power Operated Window, Partition, and Roof Panel Systems	Compliance is deferred to the chassis manufacturer.
120	Tire Selection and Rim for Motor Vehicles with a GVWR of 4,536kg (10,000 lbs.) or More	Compliance is deferred to the chassis manufacturer.
121	Air Brake Systems	Vehicles with stretched frames have additional lines installed by chassis modifiers using OEM components. Other vehicles that have had system modifications use OEM or OEM-approved components and are tested for compliance. For Non-stretched vehicles compliance is deferred to the chassis manufacturer.
124	Accelerator Control Systems	Starcraft does not alter the OEM accelerator system, with the exception of the addition of aftermarket fast idle systems on some vehicles. These systems meet this standard when installed in accordance with instructions.
125	Warning Devices	All vehicles manufactured by Starcraft that are equipped with aftermarket (3) triangle kit meet this standard.
131	School Bus Pedestrian Safety Devices	All vehicles manufactured by Starcraft are not completed to be used as school buses.
135	Light Vehicle Brake System with a GVWR of 3,500kg (7,716lbs.) or Less	Starcraft does not manufacture vehicles with a GVWR of 3,500kg (7,716 lbs.) or Less.
201	Occupant Protection in Interior Impact	All vehicles applicable to the standard (under 10,000 lbs.) do not have alterations made that affect the compliance to this standard. Compliance is deferred to the chassis manufacturer.
202	Head Restraints	All vehicles applicable to the standard (under 10,000 lbs.) have seating installed that meets this standard. Compliance is deferred to the chassis manufacturer.

STARCRAFT BUS
a division of Forest River, Inc.

FMVSS/CMVSS Compliance Summary 2018-2019 Commercial Only

The following information describes briefly the C/FMVSS standards and the Compliance Action that has been taken by either Starcraft Bus Commercial Division, the chassis manufacturer.

203	Impact Protection for the Driver from the Steering Control System	Compliance is deferred to the chassis manufacturer.
204	Steering Control Rearward Displacement	Compliance is deferred to the chassis manufacturer.
205	Glazing Materials	No modifications are made to the OEM Glazing materials. Additional glazing materials meet the standard. Data on file.
206	Door Locks and Door Retention Devices	All vehicles manufactured by Starcraft (non-buses) that are subject to this standard have no modifications made which affect compliance to the standard. Compliance is deferred to the chassis manufacturer.
207	Seating System	All seating installed by Starcraft meets this standard. Test data on file.
208	Occupant Crash Protection	No alterations are made to the OEM seat belts, air bag systems or associated hardware. Any seat belt systems added meet the standard. Test data on file.
209	Seat Belt Assemblies	No alterations are made to the OEM seat belts or associated hardware. Any seat belt systems added meet the standard. Test data on file.
210	Seat Belt Assembly Anchorage	No alterations are made to the OEM seat belts or associated hardware. Seat belt systems and their installation meet the standard. Test data on file.
210.1	User-ready Tether Anchorages for Restraint System	No alterations are made to the OEM seat belts or associated hardware. Seat belt systems and their installation meet the standard. Data on file.
210.2	Lower Universal Anchorage Systems for Restraint Systems and Booster Cushions	No alterations are made to the OEM seat belts or associated hardware. Seat belt systems and their installation meet the standard. Data on file.
212	Windshield Mounting	Compliance is deferred to the chassis manufacturer.
213	Child Restraint Systems	Vehicles manufactured by Starcraft that are subject to this standard (under 10,000 lbs.) have seating installed that meets this standard. Test data on file.
213.4	Built-in Child Restraint Systems and Built-in Booster Cushions	Vehicles manufactured by Starcraft that are subject to this standard (under 10,000 lbs.) have seating installed that meets this standard. Test data on file.
214	Side Impact Protection with a GVWR of 4,536kg (10,000 lbs.) or Less	Starcraft does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less
216	Roof Crush Resistance	Starcraft does not manufacture vehicles that are subject to this standard.
217	Bus Window Retention and Release	No modifications are made to the OEM windows. Additional windows meet the standard. Test data on file.
219	Windshield Zone Intrusion	Compliance is deferred to the chassis manufacturer.
220	School Bus Rollover Testing	All vehicles manufactured by Starcraft are not completed to be used as school buses, however, Starcraft does test vehicles to meet standard.
221	School Bus Body Joint Strength	All vehicles manufactured by Starcraft are not completed to be used as school buses, however, Starcraft does test vehicles to meet standard.
222	School Bus Passenger Seating and Crash Protection	All vehicles manufactured by Starcraft are not completed to be used as school buses.
225	Child Restraint Anchorage Systems	Vehicles manufactured by Starcraft that are subject to this standard (under 10,000 lbs.) have seating installed that meets this standard.
301	Fuel System Integrity	Compliance is deferred to the chassis manufacturer.
301.1	LPG Fuel System Integrity	Compliance is deferred to the chassis manufacturer.
301.2	CNG Fuel System Integrity	Compliance is deferred to the chassis manufacturer.

STARCRAFT BUS
a division of Forest River, Inc.

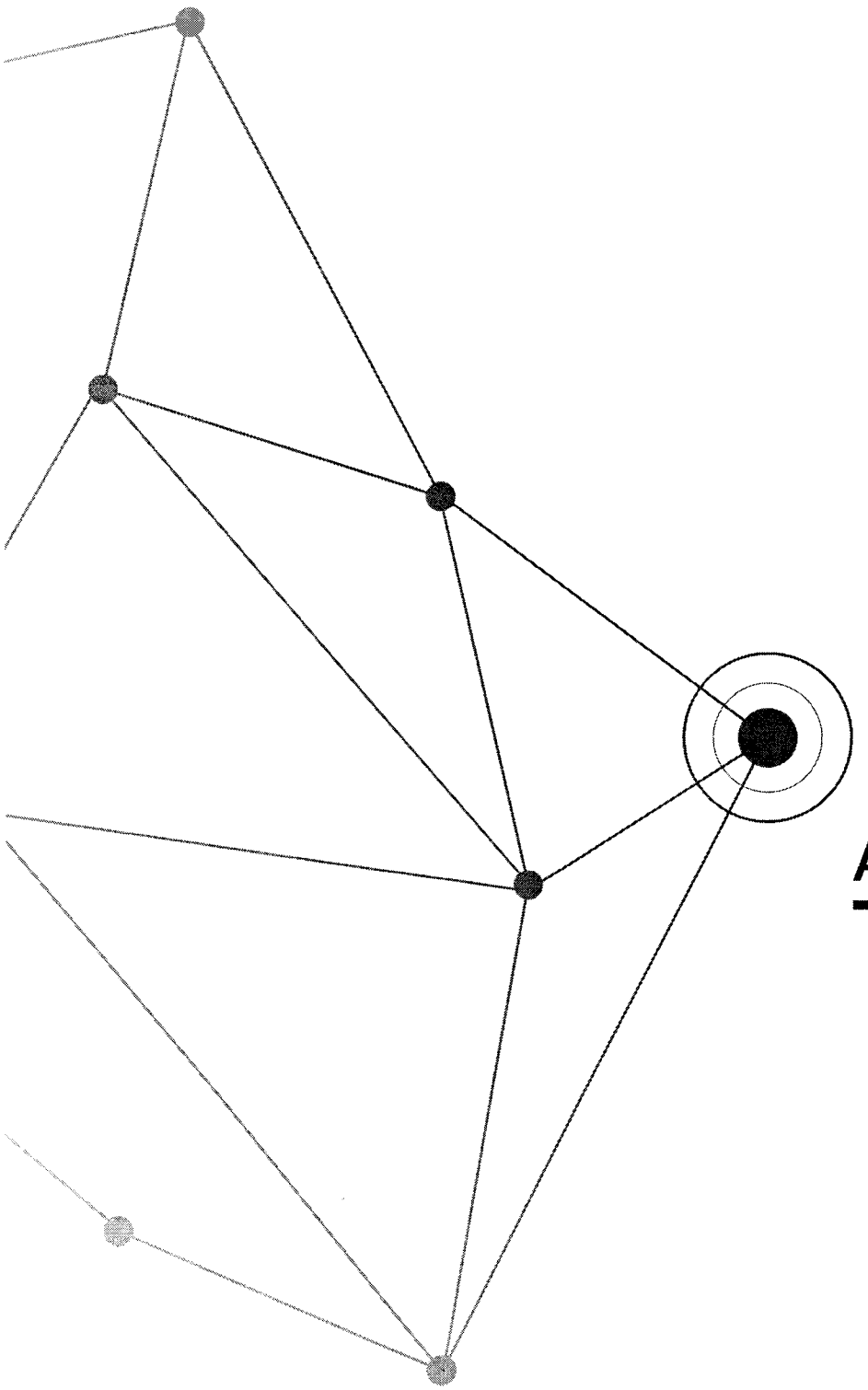
FMVSS/CMVSS Compliance Summary 2018-2019 Commercial Only

The following information describes briefly the C/FMVSS standards and the Compliance Action that has been taken by either Starcraft Bus Commercial Division, the chassis manufacturer.

302	Flammability of Interior Materials	Materials installed in the interior of Starcraft products meet the standard. Test data on file.
303	Fuel System Integrity of Compressed Natural Gas Systems	Starcraft does not typically produce vehicles with CNG systems. All vehicles equipped with CNG systems exceed the applicability (10,000 lbs. or less) of this standard.
304	Compressed Natural Gas Fuel Container Integrity	Starcraft does not typically produce vehicles with CNG systems. All vehicles equipped with CNG systems exceed the applicability (10,000 lbs. or less) of this standard.
305	Electrolyte Spillage and Electrical Shock Protection	Starcraft does not produce vehicles that use electricity as propulsion power.
403	Platform Lift System for Motor Vehicles	Starcraft does not alter the platform lift system. Starcraft install lift system in strict compliance with the manufacturers installation instructions. Starcraft meets strength requirements. Test data on file.
404	Platform Lift Installation on Motor Vehicles	Compliance is deferred to the lift manufacturer.
1106	Noise Emissions	Starcraft does not alter the OEM Chassis in the area which is stated in the incomplete vehicle documents. Data on file.

Signed: _____ Date: 1/22/2018

Title: Compliance and Development Manager



ATTACHMENT 8

First Transit

55431 First Transit
Severe Weather Emergency Action Plan
Fort Bend County Public Transportation

Purpose: To Protect Customers, Employees, Fort Bend County Vehicles, and First Transit Vehicles and Other Assets in the event of a Severe Weather Flood Emergency

1) First Transit management will stay informed about changing weather conditions through monitoring of the National Weather Service announcements, local radio and TV broadcasts and information shared by FBC, Metro and TranStar.

2) First Transit will stay in close communication with FBC's and METRO's Safety and Operations Department and OEM Dispatch Control Center during all Adverse Weather events.

3) When an Adverse Weather event becomes an Emergency Event, Yevette Mc Neese, the First Transit GM or designee will confer with FBC's Paulette Shelton or Jams Hoss Metro', or other designee when a catastrophic event is imminent. Yevette is backed up by Samantha Hoelscher OM, and Dantoine Churchman, SM.

4) During service, drivers will be directed First Transit Dispatch and First Transit management to modify or discontinue service as directed.

5) First Transit has established an Emergency Action Team of 25 dedicated drivers, supervisors, mechanics, and managers who have agreed to move vehicles to an alternate location from 1809 Eldridge Road should that become necessary. In addition to the contact information for these employees, each employee has a dedicated Mobile Nextel phone number to call in to report, confirm, and provide status to Dispatcher and to GM.

6) The Emergency Action Team will be contacted by Yevette Mc Neese, the GM or his designee by phone and told to report to 1809 Eldridge Road to move FBC revenue vehicles to the alternate location.

7) First Transit personnel including starters, supervisors and managers will report to the alternate location to resume emergency bus operations from a temporary location or vehicle(s) equipped with radios, cell phones and laptops.

8) When the First Transit GM and Paulette confer and it is deemed safe and prudent; all active routes will resume operation as directed by FBC or returned out of service to 1809 Eldridge Road or other agreed location. The Emergency Action Team will return vehicles to 1809 Eldridge Road or to another specified location

9) All FBC vehicles in service are under First Transit Dispatch Control. First Transit Dispatch Supervisors at 1809 Eldridge Road will coordinate emergency movement with FBC OEM Radio Control and with First Transit starters and managers at Eldridge Rd

10) Should FBC and First Transit determine the vehicles should be moved further away, all revenue vehicles may be moved to the FBC Fair Grounds on HWY 36.

On-road procedures for moving vehicles (and FBC passengers) to safe areas are important to note. Radio control would be responsible for knowing the GPS location of each vehicles and instructing drivers to move to a safe place (higher elevation, emergency congregation area). First Transit Drivers are trained and instructed not to drive through low water crossings under bridges and at low water crossings.

GENERAL FLOOD PROCEDURES

Actions that will be taken when a flood watch or warning alert from the National Weather Service for the FBC service area is received, or areas where FBC directs us to operate outside the service area in emergency conditions, and what to do before, during, and after a flood.

Basic Safety Tips

- Turn Around, Don't Drown!
- Avoid walking or driving through flood waters
- Just six inches of moving water can knock you down, and 2 feet of water can sweep your vehicle away.
- If there is a chance of flash flooding, First Transit Dispatch will instruct drivers to move immediately to higher ground and provide directions to the nearest safe location. Flash floods are the #1 cause of weather-related deaths in the U.S.
- If floodwaters rise around a First Transit vehicle but the water is not moving, drivers without passengers are instructed to abandon the vehicle and move to higher ground. Drivers will not leave the car and enter moving water or leave the vehicle with a passenger on board.

FLOOD WATCH

Flood Watch = "Be Aware." Conditions are right for flooding to occur in your area.

Steps to Take

- First Transit Dispatch will send a MDT and radio message to drivers and wait for the latest weather updates and emergency instructions from FBC Sheriff and the OEM .
- Drivers are instructed to know where to go and request assistance form dispatch from their routes.

FLOOD WARNING

Flood Warning = "Take Action!" Flooding is either happening or will happen shortly.

Steps to Take

- Drivers are instructed not to enter high water areas and may be directed immediately to higher ground or to stay on high ground, depending on their location and their manifest and passenger status.
- Drivers and passengers may need to evacuate vehicles if directed by Dispatch.

After a Flood

- Return to base on or continue on route only when authorized by First Transit Dispatch who say it is safe.
- Drivers are instructed to be aware of areas where floodwaters have receded and watch out for debris. Floodwaters often erode roads and walkways.
- Drivers will not attempt to drive through areas that are still flooded.
- Drivers and passengers will avoid standing water as it may be electrically charged from underground or downed power lines.
- Safety Supervisors and Maintenance Supervisors will photograph any damage to vehicles and facilities for insurance and risk management purposes.

DEFINING FLOOD RISKS

Flooding can happen anywhere, but certain areas are especially prone to serious flooding. To help Fort Bend understand their risk, FEMA flood maps (Flood Insurance Rate Maps, FIRMs) have been created to show the locations of high-risk, moderate-to-low risk and undetermined-risk areas. Here are the definitions for each:

High-Risk Areas (Special Flood Hazard Area of SFHA)

In high-risk areas, there is at least a 1 in 4 chance of flooding during a 30-year mortgage. All home and business owners in these areas with mortgages from federally regulated or insured lenders are required to buy flood insurance. They are shown on the flood maps as zones labeled with the letters A or V.

Moderate-to-Low Risk Areas (Non-Special Flood Hazard Area or NSFA)

In moderate-to-low risk areas, the risk of being flooded is reduced but not completely removed. These areas submit over 20% of NFIP claims and receive one-third of disaster assistance for flooding. Flood insurance isn't federally required in moderate-to-low areas, but it is recommended for all property

owners and renters. They are shown on flood maps as zones labeled with the letters B, C or X (or a shaded X).

Undetermined-Risk Areas

No flood-hazard analysis has been conducted in these areas, but a flood risk still exists. Flood insurance rates reflect the uncertainty of the flood risk. These areas are labeled with the letter D on the flood maps.

EMERGENCY COMMUNICATION PLAN, FBC OEM DISPATCH AND FIRST TRANSIT LAND LINES, MOBILE PHONES, TABLETS

Why Make a Plan

It is important to think about the following situations and plan just in case. We have considered the following questions when making our plan:

1. How will our drivers and employees get emergency alerts and warnings?
2. How will our drivers and employees get to safe locations for relevant emergencies?
3. How will our drivers and employees get in touch if cell phone, internet, or landline doesn't work?
4. How will our drivers and employees let us know they are safe?
5. How will our drivers and employees get to a meeting place after the emergency?

Steps involved in our emergency communication plan:

- **Understand how to receive emergency alerts and warnings.** Make sure all employees are able to get alerts about an emergency from FBC, First Transit, or local officials.
- Discuss family/household plans for disasters that may affect your area and plan where to go. Plan together in advance so that everyone in the household understands where to go during a different type of disaster like a hurricane, tornado, or wildfire.
- Collect information. Create a paper copy of the contact information for your family that includes:
- phone (work, cell, office)
- email
- social media
- medical facilities, doctors, service providers
- school
- Identify information and pick an emergency meeting place. Things to consider:
- Decide on safe, familiar places where your family can go for protection or to reunite.
- Make sure these locations are accessible for household members with disabilities or access and functional needs.

- If you have customers with service animals, think about animal-friendly locations.

Examples of meeting places:

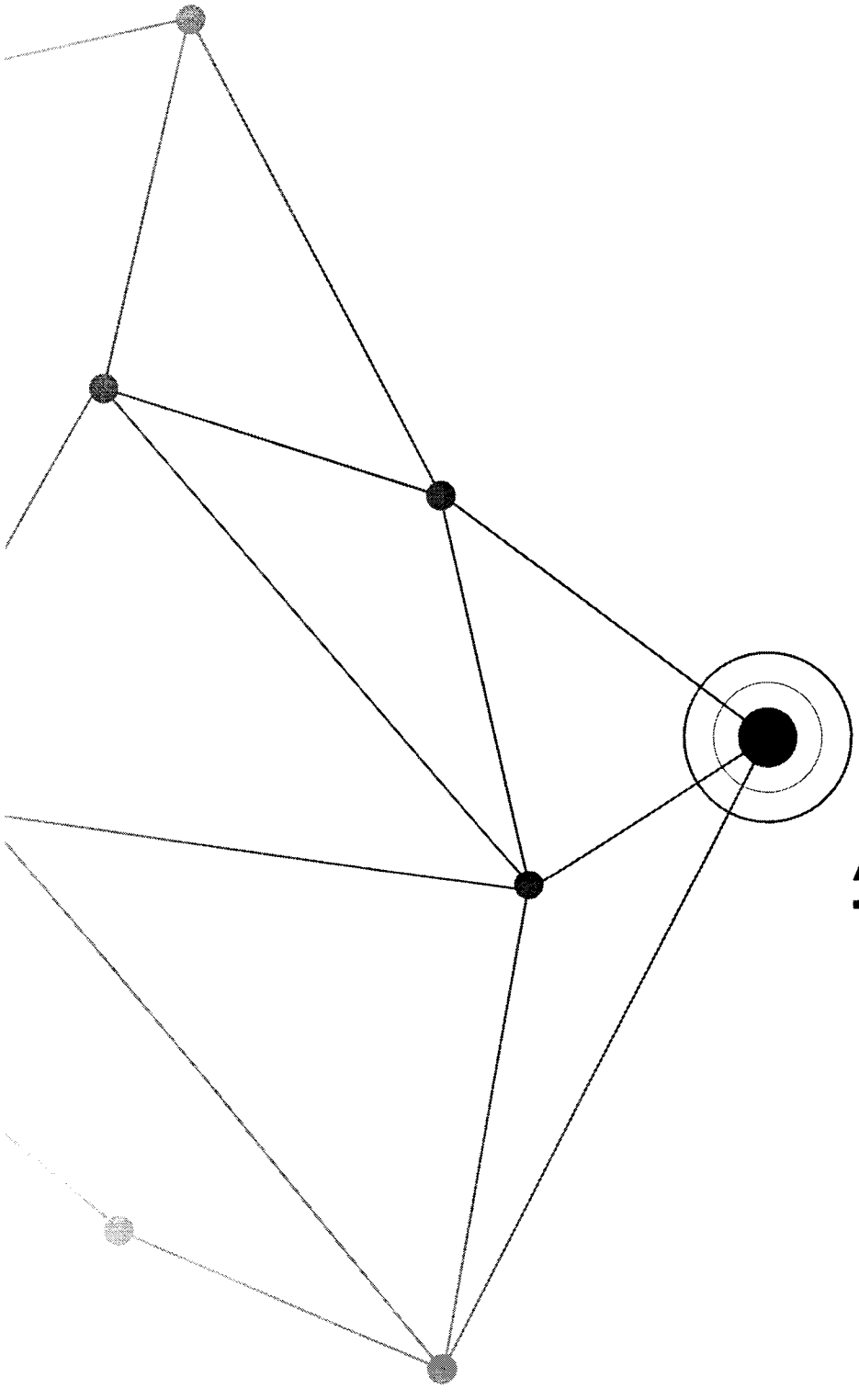
- AMC Park and Ride
- Hi way 36 Park and Ride
- Fort Bend County OEM
- Astrodome parking area
- Transit centers, park and ride lots
- Library, civic/community center

Outside of the FBC service area.

FBC may ask us to participate in evacuations or emergency transportation outside the FBC service area. We will make sure everyone knows the address of the meeting place and discuss ways to get there through First Transit Dispatch, landline/phone/text/email, and mobile phones.

Share information: Make sure every employee carries a copy in his or her backpack, purse, or wallet. You should also post a copy in a central location in the office.

Practice the plan: We have regular (every month) safety meetings to review First Transit emergency plans, communication plans and meeting place after a disaster.



ATTACHMENT 9

First Transit

2850 Golf Road
Rolling Meadows, IL 60008-4050
USA

630.773.3800
www.ajg.com

Gallagher

Insurance | Risk Management | Consulting

May 15, 2018

Fort Bend County Public Transportation
301 Jackson Street, Suite 201
Richmond, TX 77469

RE: First Transit, Inc.
Project: Transportation Bus Services for Fort Bend County Public Transportation
RFP No. 18-057

To Whom It May Concern:

Arthur J. Gallagher Risk Management Services, Inc. and Fidelity & Deposit Company of Maryland are pleased to advise we currently extend a $300,000,000 program of committed surety credit to First Transit, Inc., and we highly recommend them.

Our experience with First Transit, Inc. has been excellent. Should they be chosen to proceed with a bid on your project, our support would be conditioned upon acceptable review of the proposed contract, bond form language and pertinent underwriting information at the time of the request.

Fidelity and Deposit Company of Maryland is "A+" (Superior) Rated and approved for federal work by the U.S. Department of the Treasury (T-Listed). This surety company's financial size category is XV ($2 Billion or greater). Fidelity and Deposit Company of Maryland is licensed to do business in the State of Texas.

Sincerely,

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Harold Miller Jr.
Attorney-in-Fact

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **DAVID MCVICKER, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Sharon A. FOULK, Karen E. SOCHA, William T. KRUMM, Jon A. SCHROEDER, Harold MILLER, JR., Kathleen WEAVER, Jodie SELLERS and Patrick M. GALLAGHER, all of ROLLING MEADOWS, Illinois, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 17th day of August, A.D. 2017.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: _____
Assistant Secretary
Joshua Lecker

_____
Vice President
David McVicker

State of Maryland
County of Baltimore

On this 17th day of August, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **DAVID MCVICKER, Vice President, and JOSHUA LECKER, Assistant Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

_____
Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

POA-F 036-4271

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 15 day of MAY, 2018.

Michael Bond, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

FirstGroup America, Inc.

Report and Non-Statutory Financial Statements

Year ended 31 March 2015

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2018-345814

Date Filed:
04/27/2018

Date Acknowledged:
03/26/2019

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

First Transit, Inc.
Cincinnati, OH United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP 18-057
Transportation Bus Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)