STATE OF TEXAS §

§

COUNTY OF FORT BEND §

AGREEMENT FOR TRANSPORTATION BUS SERVICE FOR FORT BEND COUNTY PUBLIC TRANSPORTATION PURSUANT TO RFP 24-002

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.

W I T N E S S E T H

WHEREAS, County desires that Contractor provide transit services and operations services (hereinafter "Services") pursuant to RFP 24-002; and

WHEREAS, County has received funding assistance from the Federal Transit Administration to provide for these Services; 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-F).

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.

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Section 3. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibits A-F. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibits A-F is thirty-seven million five hundred eighty-seven thousand nine hundred thirteen dollars and 21/100 ($37,587,913.21). 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 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.

3.4 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.

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-seven million five hundred eighty-seven thousand nine hundred thirteen dollars and 21/100 ($37,587,913.21), 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-seven million five hundred eighty-seven thousand nine hundred thirteen dollars and 21/100 ($37,587,913.21).

4.3 Notwithstanding the foregoing, Contractor expressly acknowledges that the provision of services described hereunder is contingent upon receipt by County of federal,

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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 began on January 1, 2024 and shall end no later than September 30, 2028. The Parties acknowledge and agree that services were and will be supported by good and valuable consideration during the Term of this Agreement, the sufficiency of which is acknowledged by the Parties. This Agreement shall be renewable for up to an additional two (2) years under the same terms and conditions, upon written agreement by the parties.

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.

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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 ninety (90) days written notice.

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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

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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

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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.

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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.

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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

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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 301 Jackson Street Richmond, Texas 77469
With a copy to:	Fort Bend County Attn: County Judge 401 Jackson Street Richmond, Texas 77469
Contractor:	First Transit, Inc. W.C. Pihl Senior Director of Business Development 720 Butterfield Road, Suite 300 Lombard, IL 60148

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

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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 Exhibits A-E.

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.

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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 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of $100,000 or more, 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.

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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 in RFP 24-002, attached hereto as Exhibit B and incorporated herein by reference. 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.

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

KP George, County Judge

3.26.2024

Date

ATTEST:

Laura Richard

Laura Richard, County Clerk

REVIEWED by:

Perri D'Armond

Perri D'Armond
Fort Bend County Public Transportation Director

FIRST TRANSIT, INC.

DocuSigned by: Susan Sweat C81BCD6BBCA7446...

DocuSigned by: maureen jacobson D990ABEDF14D46A...

Authorized Agent- Signature

Susan Sweat maureen jacobson

Authorized Agent- Printed Name

Chief Operating Officer VP Finance

Title

3/29/2024 3/29/2024

Date

ATTACHMENTS:

EXHIBIT A	First Transit Proposal
EXHIBIT B	RFP 24-002
EXHIBIT C	Fort Bend County Public Transportation Service Plans
EXHIBIT D	Fort Bend County Passenger Guidelines
EXHIBIT E	Fort Bend County 2024 Holiday Schedule
EXHIBIT F	Final Negotiated Pricing

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $37,587,913.21 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert E. Sturdivant, County Auditor

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Exhibit A

First Transit

A Transdev Company

PROPOSAL TO PROVIDE

Transportation Bus Service for **Fort Bend County Public Transportation**

2023

RFP: 24-002



Title Page



First Transit

A Transdev Company transdev the mobility company

Fort Bend County, Texas

Request for Proposal 24-002

Transportation Bus Service for Fort Bend County Public Transportation

First Transit, Inc.

720 Butterfield Rd., Suite 300

Lombard, IL 60148, United States

Firm Contact: W.C. Pihl, Senior Director of Business Development, First Transit, Inc.

(707) 803-2954

wc.pihl@transdev.com

Letter of Transmittal



First Transit

A Transdev Company transdev the mobility company

Letter of Transmittal

August 18, 2023

Ms. Cheryl Krejci, Assistant County Purchasing Agent
Fort Bend County Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469

RE: Response to RFP 24-002 – Transportation Bus Service for Fort Bend County Public Transportation

Dear Ms. Krejci,

First Transit, Inc. is pleased to submit our response to Fort Bend County's Request for Proposals to provide Transportation Bus Service for Fort Bend County Public Transportation. We have been honored to serve as the County's provider for of these services since 2012 and are proud of the accomplishments we have achieved together. We have a unique understanding of this service and your expectations for service that is focused on safety, service quality and customer service.

Retaining First Transit as your provider will yield the following benefits to Fort Bend County:

- Continued service oversight by an experienced, highly qualified management team, led by General Manager Julia Saldana
- No service disruption for Fort Bend County, current employees, or the passengers we serve
- A collaborative partnership based on transparency, trust, and shared goals for the system's future
- A strong foundation on which to build further success

First Transit will also continue to apply our successful processes and effective programs to our Fort Bend County operation. These include industry-leading safety, maintenance, training, and customer service programs. We will also continue to provide extensive support at the regional and corporate levels, led by Region Vice President Paul Buharin.

First Transit's leadership and operational approach have led to continual improvement over the last contract term in the areas of on-time performance, safety, maintenance, community engagement, and employee satisfaction. We appreciate the opportunity this RFP presents to potentially continue our partnership and will remain focused on continual improvement in the next contract term should we be fortunate enough to be selected.

We acknowledge the receipt of the following:

- Addendum 1, issued Aug. 21, 2023
- Addendum 2, issued Aug. 24, 2023
- Addendum 3, issued Sep. 6, 2023

- Q&A # 1
- Q&A # 2
- Q&A # 3

With the submission of this proposal, First Transit looks forward to the opportunity to continue partnering with Fort Bend County to provide safe and reliable transportation services to the community. Please contact me at 707.803.2954 or wc.pihl@transdev.com or contact Director of Business Development Jeremy Brown at 702.738.3057 or jeremy.j.brown@transdev.com with any questions about our proposal.

Sincerely,



W.C. Pihl
Senior Vice President – Business Development

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First Transit

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Executive Summary



First Transit

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Executive Summary

First Transit is extremely proud of the partnership we have fostered with Ford Bend County. Our successful operation of these services for over a decade demonstrates our ability deliver on what the County envisions for its transportation system.

As your partner since 2012, First Transit has a comprehensive understanding of the Fort Bend County Public Transportation services. If selected as your partner in the new term, we will continue to provide safe, efficient, high quality, customer focused, and collaborative services through our experienced management team and full complement of best practices.

Our First Transit team, led by General Manager Julia Saldana, is dedicated to serving the Fort Bend community – understanding the needs of the passengers we serve and providing a positive, supportive environment for our employees. Our partnership has been characterized by increased employee satisfaction and retention, success in increasing on-time performance, and consistent improvement in operational performance.



Moving forward, Fort Bend County will continue partner with the local and regional teams you know and trust, with added benefits from the recent acquisition of First Transit by Transdev. As our parent company, Transdev brings an enhanced level of industry expertise, support and resources to our Fort Bend County operation.

Highlights of our Successful Partnership

Nothing is more important in demonstrating our qualifications to continue to provide the Fort Bend County Public Transportation Services than our successful, existing partnership with you. **Our comprehensive understanding of the operating environment has resulted in the accomplishments we have achieved together.** Some highlights and accomplishments from over the current contract term are included below.

Operator Wage Increase

Earlier this year, General Manager Julia Saldana, the local management team, and Region Vice President Paul Buharin recognized the need for an increase to Operator wages. Persistent Operator shortages had been a service challenge. Our team proactively came to the County with this information, and the resulting wage increase for Operators had an immediate positive impact on the service, including:

- **Improvement in operational performance** – an average on-time performance increase of 24.7% just over a month later, as well as improvements in route coverage.
- **The operation became fully staffed** within 7 weeks, after navigating a long period of Operator shortages.

- **Positive impact on employee morale,** with employees coming to work with an increased positive attitude and desire to perform well. Operators were even approaching Julia with valuable suggestions for how to further improve service.

The wage increase will continue to help our Ft. Bend operation stay competitive in attracting and retaining dedicated, qualified, and experienced personnel.

Providing a Positive Workplace for Employees

We've worked consistently to ensure a positive employee culture at our Fort Bend County operation through compensation, incentive programs, career development opportunities, and an overall culture of wellness and compassion for our employees. A positive employee culture drives the success of all operational KPIs, and by improving the culture, we enhance the passenger experience.



When employees were surveyed by management during an employee engagement session, Operator Godwin Karonwi stated:

"This is the best management team we've ever had. I appreciate you so much and we like the new company because we feel they care about us."

Satisfied employees know performance expectations, and they enjoy recognition for their achievements. They are reliable, deliver quality customer service, and inspire confidence from passengers. We have used the following methods to build a positive employee culture, improving employee retention, attendance and overall job satisfaction:

- **Incentive and recognition programs** which acknowledge and commend exceptional performance and achievements in attendance, safety, customer service, training, and more. These programs aim to increase employee retention and help our employees view operations through the passengers' eyes. We focus on quantifiable Key Performance Indicators (KPIs), observations, and passenger comments.
- **An employee wellness program,** including You First and our Employee Assistance Program, which promotes the overall health of our team and positively impacts morale and productivity.
- **Professional development opportunities** which enable our employees to gain new skills and advance to the next level of career growth. As detailed in our proposal, many of our Fort Bend County staff members have been promoted from the Operator position.
- **Competitive wages and benefits** which attract and retain professional transit employees.

To compete in the current employment market, we will continue to use these effective methods to improve morale, encourage professional development, reward safe and exceptional behaviors, and incentivize longevity.

Providing a Positive Riding Experience for Passengers

First Transit strives to exceed the expectations of the community through safe, efficient, and responsive service. We bring experienced local leadership that cares about the community and use our national knowledge and expertise to bring proven initiatives that elevate service and improve the passenger experience.

We recognize that our performance reflects positively on Fort Bend County and your reputation; we take very seriously that we represent you in the field to passengers, agencies, caregivers, and the general public. You can continue to trust First Transit to ensure that this reflection is positive and gains passenger confidence in each task we perform for you.

Our **comprehensive training programs** cover customer service concepts extensively. We are driven to continually strengthen and deepen our capabilities to give our passengers the best and safest service with Operators who possess positive, customer-focused attitudes. Operators and other front-line staff learn the importance of customer service and sensitivity, as well as putting passengers at ease during their trip.

Consistently seeking out customer feedback allows us to gain an in-depth understanding of passengers' transit experiences from their point of view and create solutions for any barriers or pain points to ridership to improve passenger sensitivity and customer service. While not all feedback will always be positive, and we analyze all negative customer feedback thoroughly to permanently improve the passenger experience for all.

Effective Local Management Team

General Manager Julia Saldana has proven to be an invaluable asset to the service, implementing new initiatives and making improvements in many areas since she joined the team in 2021.

Julia will be supported by her proven team of onsite managers, each of whom brings over a decade of experience in passenger transportation and relevant experience.

- **Assistant General/Operations Manager Paula Cooper** – two years with Fort Bend County
- **Maintenance Manager Ken Kerbaugh** – nine years with Fort Bend County

Under this team's leadership, our Fort Bend County operation's performance has consistently improved service standards. This team knows the service requirements, staffing requirements, and the Fort Bend County passengers' expectations and needs. Julia will continue to hold herself and her team accountable for their actions and performance.

In addition, to prepare our operation for future growth and create a more robust safety program, **we will be creating a Safety Manager position in new contract term**. We have identified several strong candidates and look forward to having them join our team to help us continually focus on our safety culture.

Engaging with the Fort Bend County Community

Community engagement is critical to the success of local transportation systems. A transit system must understand, value, and support its ridership as well as its community. First Transit is committed to this concept and our local management team coordinates our community relations strategy. We prioritize hiring qualified candidates with local knowledge, which requires recruiting for candidates within the local Fort Bend County service area.



Fort Bend Seniors Partnership

First Transit has also approached and partnered with local community organizations to identify opportunities for collaboration and assistance. One such example over the current contract term is our recent partnership with Fort Bend Seniors, which provides Meals on Wheels services for eligible senior citizens aged 60 and over living in Fort Bend and Waller Counties.

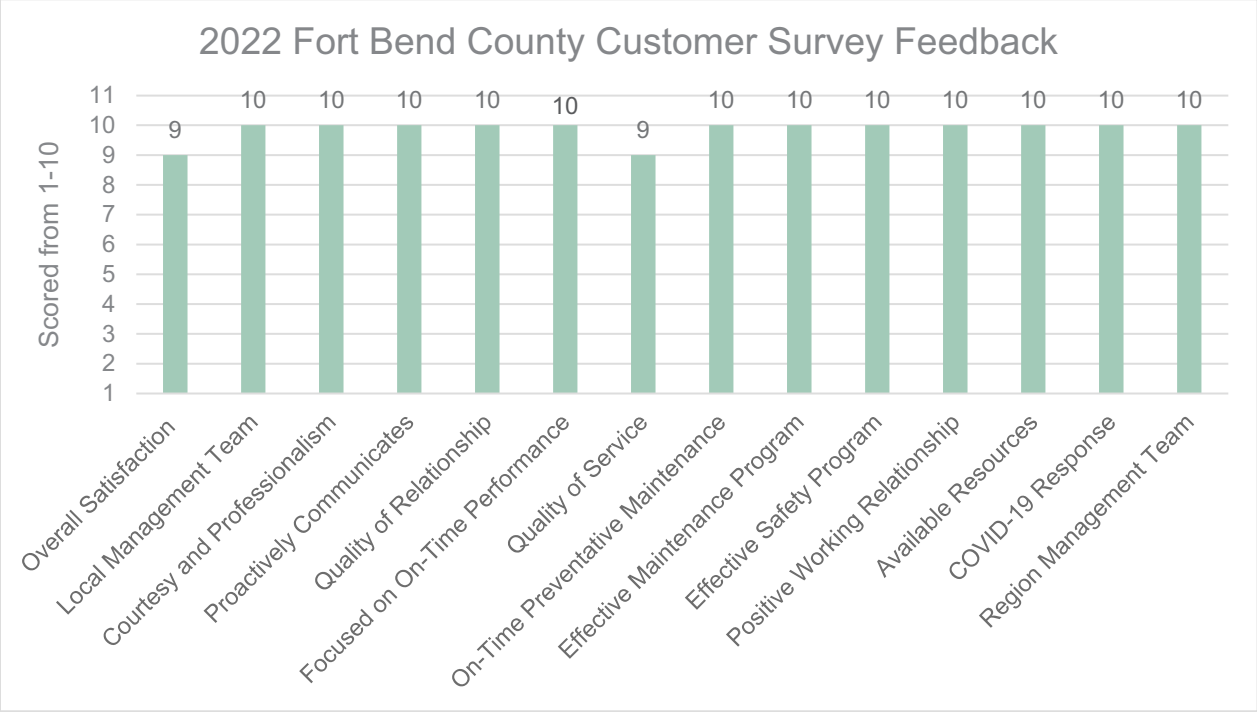
When General Manager Julia Saldana reached out to the organization to see if we could offer any support, she learned that they did not have access to training resources for the Meals on Wheels program drivers, including safety, customer service, and defensive driving. **Our Fort Bend County team offered to partner with Fort Bend Seniors to provide this training, free of charge.** They accepted, and our experienced trainer Jose Valdez coordinated a time to present the training. Fort Bend Seniors volunteers were very receptive to the training. Thanks to the efforts of our team, the streets of Fort Bend County are now even safer than before. The team has offered to revisit them if they identify additional training needs.

Fort Bend Seniors Field Operations Manager Rick Branek had the following to say about the training.

"The driver training with Jose was excellent. We started and finished the training on time!! Thanks for arranging this for our drivers here at Fort Bend Seniors".

Customer Satisfaction Survey

Day in and day out, our focus has been on delivering exceptional customer service to our passengers and Fort Bend County. In 2022, we reached out to Fort Bend County and asked you to tell us how satisfied you are with the services we provide. The below chart illustrates our ratings from the survey.



Though the results shown above speak for themselves, our local management team will continue to regularly seek out feedback from Fort Bend County and to look for areas where we can improve our performance and relationship with the County.

Successfully Navigating the COVID-19 Pandemic



First Transit is very proud of our partnership with Fort Bend County during the COVID-19 pandemic. While service levels dropped, we monitored and analyzed data to adjust service to meet demands, providing service to important destinations was made all the more urgent by the nature of the pandemic. We shifted resources to support the ongoing transportation of essential personnel and ensured personal protective equipment was available for all employees. Further, we coordinated and maintained ongoing communications with Fort Bend County to ensure a coordinated approach. We remained in lockstep with CDC recommendations throughout the duration of the pandemic.

General Manager Julia Saldana remains focused on fully recovering service from the pandemic and reestablishing all routes. Continuing to partner with First Transit will ensure these services have reliable and knowledgeable guidance as we continue to rebound from the COVID-19 pandemic and continuously improve performance.

Highly Effective In-House Maintenance Program

Our highly experienced maintenance team and robust preventive maintenance practices ensure the fleet is safe, reliable, and comfortable. The Fort Bend County fleet and facility are valuable community resources that require dedicated care to protect your valuable assets and maximize their lifespan. Our maintenance team recognizes this and has provided outstanding stewardship of the Fort Bend County fleet.

- **General Manager Ken Kerbaugh has an incredible 40 ASE certifications** and is an ASE Quad Master Certified Shop Manager.
- Our Fort Bend maintenance shop achieved **Silver Lean Certification** in June 2023.
- Our shop is **one only certification away from being ASE Blue Seal Certified**, an achievement we are actively pursuing for the shop.

The qualifications above guarantee our maintenance team will continue to maintain all Fort Bend County vehicles in excellent operating condition.

Looking Forward

First Transit is pleased to propose the following highlights and/or updates to our service plan for the upcoming contract term.

Electronic Driver Vehicle Inspection Report (DVIR)

We have included an **upgrade to Electronic Driver Vehicle Inspection Reports** for the upcoming contract term. Operators will no longer have to walk their DVIR to the dispatch office – they will now be automatically submitted as soon as the checklist is complete via the electronic DVIR. This will have a positive impact on on-time pull-out and inspection accuracy.

Renewed Community Engagement Efforts

With the necessary social constraints of the pandemic continually lessening, General Manager Julia Saldana intends to **renew efforts to engage with the Fort Bend County community.** Julia understands that as a company, we provide transportation solutions that allow opportunities and experiences for our customers and create strong, vibrant and sustainable local economies. This is only possible when all individuals that make up the community are empowered and have the freedom of mobility. In line with these values, over the next contract term Julia plans to:

- Continue to engage with the local community on how we may assist them, the quality of our services, and any beneficial changes to those services
- Promote engagement between our staff and the community
- Promoting broader opportunities for workplace learning
- Provide support to Fort Bend County charities and projects
- Offer employment opportunities to all sectors of the community through non-discriminatory policies, and promoting opportunities to disadvantaged groups
- Work with local authorities, businesses, charities, and other interested parties to promote sustainable travel, reduce congestion, and improve quality of life

Additionally, as the Fort Bend County community is nearly one quarter Hispanic, Julia intends to **promote learning basic, conversational, and transportation-relevant Spanish phrases** to her team. This will help the Hispanic population of Fort Bend County feel welcome on board our vehicles. Our team will also be able to provide more helpful assistance to these passengers through increased communication and understanding and will help build new community bonds.

Support for Future Integration of Electric Vehicles

We understand that Fort Bend County is interested in potentially integrating electric vehicles into the fleet in the future. First Transit is the strongest partner to help the County achieve this goal. **We have significant experience operating and maintaining electric vehicles** on behalf of our clients, as detailed in *Section 2.1* of this proposal.

Our corporate and region teams of highly experienced and respected industry professionals include many leading experts in electric vehicles. These individuals are available to support the County as you determine a roadmap for integrating electric vehicles into the Fort Bend County transportation services structure. Whether electric vehicles are being added to a larger contract that we already oversee, or to a new operation, our team has experience with it all, and can help the County plan and implement your vision for sustainable service with electric vehicles.

Continuing our Partnership



First Transit is confident we are the best choice for Ft. Bend. We will continue to build upon our first-hand experience, unrivaled understanding of this operation, and shared vision and goals to determine our roadmap moving forward. More than a contractor, First Transit's local staff call the Fort Bend County area home and are committed to elevating these services to consistently achieve the County's goals. Each of our team members feel a significant sense of commitment to moving Fort Bend County system to the next level of quality.

Together, our vision is always focused on providing top quality services that keep our customers at the heart of everything we do. We achieve this vision by creating an atmosphere that provides everyone, whether the passenger, employee or the general public, the respect and dignity they deserve. As the successful provider of these services for the past eleven years, we have a unique insight into your passengers' preferences, the County's expectations and goals, a familiarity with the geographic area, and the potential service challenges.

Our achievements at Fort Bend County detailed above demonstrate our commitment to making the Fort Bend County Public Transportation Service all that it can be. Throughout the upcoming contract, we will continue to partner and coordinate closely with the County to analyze any service delivery challenges, to implement effective, lasting solutions that will continually ensure Operator recruitment, retention, customer service, and safety, all while continuing to increase community satisfaction with the service.

We look forward to the opportunity to serve Fort Bend County and the local community over the next contract term.

1.

Understanding of the Scope of Work



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1. Understanding of the Scope of Work

1.1 Understanding of the Service

Understanding of Fort Bend County Public Transportation Services

First Transit is proud of our collaborative 11-year partnership with Fort Bend County in the provision of Fort Bend County Public Transportation Services. We are proud of our shared accomplishments, and excited for the future of our 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.

First Transit's shared history with Fort Bend County has been one of growth, innovation, and quality service achievement. We are extremely proud of the progressive partnership we established with the County and the accomplishments we have achieved 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 improvements in safety, on-time performance, maintenance, emergency response and community involvement that serve 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 the 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 local management team have proven themselves to Fort Bend County and the Fort Bend Public Transportation passengers and bring a depth of experience and understanding of these services that none of our competitors can touch.

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 success with Fort Bend County as we continue to plan for new successes 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:

- Identified the need for and implemented a **wage increase for Operators**, leading to the operation becoming fully staffed and to increases in on-time performance.
- **Successfully navigating the COVID-19 pandemic** and recovery of services.
- **Partnering with Fort Bend Seniors to provide training** on safety, customer service, and defensive driving.
- **Switching to paperless tablet manifests for Operators,** . improving access to important information and reducing the amount of time spent on paperwork.
- Continuing to provide a **positive workplace for employees** through efforts such as:
    - Operator and employee appreciation events
    - Public Recognition of Operators who receive compliments from passengers, or have excellent safety or attendance performance
    - Operator of the Year Award
    - Providing sign on bonuses for new recruits



- **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:
    - **Latresha Greenwood**, Promoted from Operator to Road Supervisor to Dispatcher
    - **Tkessor McGee**, Promoted from Operator to Dispatcher to Dispatch Supervisor
    - **Jose Valdez**, Promoted from Operator to Road Supervisor and Trainer
- **Assisted the County during emergency events** by providing supplemental service and being available for evacuations.
- First Transit's maintenance shop for Fort Bend County is **one certification away from becoming an ASE Blue Seal Certified shop**, a marker of maintenance excellence. The shop is also LEAN certified at the Silver Level, recognizing efficiency and effectiveness in fleet management – indicating that we are committed to upholding and achieving the quality maintenance Fort Bend County deserves and requires.
- Our **in-house ASE training program** trains new Technicians and provides ongoing training and skills assessments to current maintenance staff. This ensures that Fort Bend will continue to have highly skilled Technicians repairing vehicles so that customer service expectations can consistently be achieved.

Understanding Service Types

As the incumbent service provider, no one is more qualified to operate these services. We understand that Fort Bend Transit will continue to provide general management, reservations, scheduling, vehicles, asset and safety management, and finance oversight, while we will continue to provide operations management, dispatch, Operators, vehicle maintenance, and non-revenue vehicles as needed. 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, 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** - 3301Town Centre Blvd, Sugar Land, Texas 77479

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 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 that requires transportation, passengers call in and a vehicle 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.

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 and ADA 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.

Emergency Service

During emergency events (weather, fires, police actions, special events) First Transit location personnel provide 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 requires activation.

General Manager Julia Saldana will continue to lead our emergency efforts. Julia has completed training from the Transportation Safety Institute (TSI) in Effectively Managing Transit Emergencies 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 Operators, 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 Bear Comm radio to call in to report, confirm, and provide status to Dispatchers and to the General Manager. In the event of an emergency, 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.

We welcome the opportunity to discuss emergency preparedness, as well as any other topics of importance to the County. We are committed to providing resources as needed to ensure the safety of passengers and employees and assist the County and other agencies in any way possible during an emergency event. Fort Bend County is not just our client – it is home for most of our employees. We are committed to going above and beyond to do what we can to assist the County and its citizens in times of emergency.

Our Commitment to Ft. Bend

As your partner for the last 11 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 the services you offer, your goals and plans. We are ready to continue to grow with you in all aspects of service delivery.

We understand that the services Fort Bend County provides may change over the contract, and may include service expansions or reductions, emergency services, pilot programs and/or other initiatives or funding opportunities. Rest assured that if required we will fully implement these changes and expansions seamlessly in collaboration with 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.

Management and Operations Approach

A high-quality fixed route and demand response service is one that operates safely, efficiently and is performed by employees who are well-trained and focused on the passenger. Throughout our daily operations for the County, we will continue to focus on these key objectives to maximize productivity, supply a full complement of customer-focused staff, and provide a reliable service that truly benefits the community. A clearly defined operations plan is critical to consistent, high-quality service delivery that meets the evolving needs of the Fort Bend County passengers. **Safety, customer service, efficiency and reliability collectively form the foundation of First Transit's daily operations approach, which achieves the following:**

- Assigns roles and responsibilities for service success
- Leverages technology for maximum service efficiency
- Outlines the process of daily operations
- Establishes mitigations for common service challenges

As your incumbent provider, First Transit is very familiar with the service area, the County's expectations, the Fort Bend community's needs, and the operation's established procedures as well as challenges. We have demonstrated our ability to deliver quality fixed route and demand response transportation services through our comprehensive operations plan, described in more detail on the following pages.

Key Roles and Responsibilities

Throughout First Transit's more than six decades of experience, and our successful operation for the County, we've realized the transit services we operate thrive when **key components of service quality** are at the core of our operations approach. We emphasize how each employee's role impacts service quality and customer service from initial training and throughout our team's employment with First Transit. By empowering each employee to contribute to our operation's success, First Transit provides our clients with operations and maintenance teams who are motivated to provide an outstanding passenger transportation service.

The following table outlines our proposed staff categories and their responsibilities in daily service quality. As shown below, regardless of job title, **every employee is responsible for safety and customer service.**

Roles	Safety	Fitness for Duty	Vehicle Operability	Vehicle Appearance	On-Time Performance	Route Adherence	Customer Service	Service Monitoring	Training	Planning
General Manager	X	X	X	X	X	X	X	X	X	X
Assistant General/Operations Manager	X	X	X	X	X	X	X	X	X	X
Safety Manager	X	X					X	X	X	
Payroll Clerk	X						X			
Office Clerk/Trip Editor	X				X	X	X	X		
Dispatcher	X	X			X	X	X	X		
Road Supervisor	X	X	X	X	X	X	X	X	X	
Customer Service Specialist	X						X			
ITS Specialist/Road Supervisor	X		X		X		X	X		
Maintenance Manager	X		X	X	X	X	X		X	X
Lead Technician	X		X	X	X		X			
Technician	X		X	X	X		X			
Service Worker	X			X			X			
Operator	X	X	X	X	X	X	X			

First Transit's operations cycle, described in this section, details each step of our daily service delivery approach, the primary personnel responsible for its success, and their associated responsibilities.

Tools for Effective Service Delivery

Our daily operations approach is strengthened by the following tools provided by First Transit, designed to increase safety, efficiency, and monitoring capabilities:

Technology	Benefits to Effective Service Delivery
Electronic DVIR	A user-friendly, paperless data management and tracking system for Operator inspections will enhance our ability to analyze defects by vehicle, fleet type, and Operator.
Geotab	Geotab offers advanced GPS technology, g-force monitoring, GEOTAB IOX expandability, and engine and battery health assessments; data from Geotab powers our Lean service initiatives.
DriveCam SF300	DriveCam enhances safety with customized training and monitoring by detecting events of unsafe behavior, and also emits audio triggers

Technology	Benefits to Effective Service Delivery
	for lane departures, forward imminent collisions, and rolling stops. This proactive Operator monitor system will continue to provide improvements to safety.
Mobileye 360	An Advanced Driver Assistance System (ADAS) designed to reduce the probability of accidents by communicating unsafe traffic conditions to Operators via an in-vehicle visual and audible alert system.
First Driver Management System (FDMS)	First Transit's proprietary dispatch tool designed to streamline many management and dispatch tasks previously completed manually. FDMS manages route templates with bids and assignments, daily schedules, employee and vehicle assignment, attendance tracking, and concern management all bundled into a single, unified platform. This resource management system has the capability to capture real-time, live-day start and end times to improve operational efficiency.
Management Information Dashboard	Data-driven service planning and resource allocation. Provides detailed reporting capabilities and close to real-time information and operational data that allows our management team to monitor and ensure compliance of key performance indicators.
Hexagon EAM Information Software	Hexagon EAM, formerly Infor, ensures our ability to effectively manage the maintenance process, streamlining maintenance scheduling, inventory control, warranty service, and monitoring of maintenance performance.

First Transit has proven expertise and established best practices for using each tool listed above to maximize operational performance. The steps in our daily operations cycle, described in the next section, reflect these best practices. They are also incorporated into our customized training programs to ensure all staff knows how to use the tools provided appropriately to attain the County's goals for service.

Enhanced Safety for the New Contract: Mobileye 360 Technology

First Transit is pleased to propose the use of Mobileye 360 technology for the Fort Bend County fleet in the upcoming contract. As briefly described above, Mobileye is an Advanced Driver Assistance System (ADAS) designed to reduce the probability of accidents. Mobileye communicates unsafe traffic conditions to Operators via an in-vehicle visual and audible alert system. The all-in-one system recognizes cars, trucks, motorcycles, bicycles, pedestrians, lane markings, and speed limit signs.

Mobileye Key Benefits: Proven accident reduction, reduced costs, insight into driving behavior

Mobileye consists of a visual sensor and interior windshield-mounted display. The sensor receives and processes information to provide advance warning of unsafe conditions by triggering the Operator display. The display issues real-time visual and audio alerts, which give Operators an opportunity to react and correct their behaviors. These alerts include:

- **Forward Collison Warning:** A forward collision is imminent

- **Lane Departure Warning:** The vehicle unintentionally departs the lane or road
- **Pedestrian & Cyclist Collision Warning:** A pedestrian or cyclist is in a danger zone
- **Headway/Following Distance Monitoring & Warnings:** The Operator is not keeping a safe headway from another vehicle in front
- **Speeding Warnings:** The Operator has exceeded the speed limit

Mobileye also offers Intelligent High Beam Lighting Control.

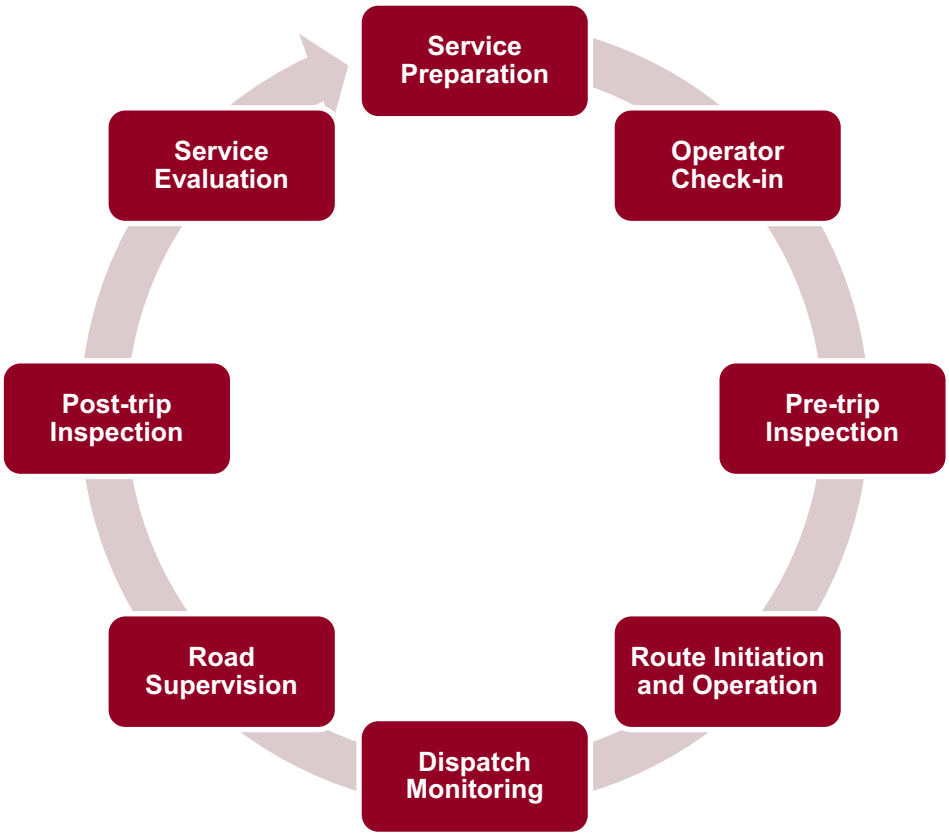
With this system in place, the County and First Transit will see a reduction in incidents and collisions as Operators consistently remain alert and attentive.



Mobileye integrates with many third-party telematics and fleet management systems, providing greater visibility of fleet and Operator insights.

Daily Operations Cycle

The following sections detail our continued daily service delivery process and how every step helps us achieve the County's objectives for service quality.



Service Preparation

Key Roles: Service Preparation		
Service Worker	**Maintenance**	**Dispatch**
• Clean vehicles • Fuel vehicles (mid-day or at pull-in)	• Perform preventive maintenance inspections • Make necessary vehicle repairs • Coordinate vehicle availability with dispatch	• Assign work runs and vehicles for the next day's service • Review and monitor Operator work hours • Prepare any paperwork for the next day, including printed notices/manifests for Operators if necessary

Our daily operations begin with **extensive preparation one to two weeks before service** to ensure adequate staff coverage for all scheduled trips and the availability of a clean, reliable fleet. The Dispatch team reviews scheduled vacation time and employees out on leave to anticipate coverage needs. This effort also includes maintaining an accurate employee roster, adding new staff, and removing employees who have been terminated or resigned. With this information, management can examine the next two weeks' schedule and address any staffing shortages or run cut needs.

The final preparation for service delivery begins the night before. When the last route ends, **the closing Dispatchers review the next day's staff schedules** to ensure coverage for all routes They assign Operators and vehicles to the schedule at least 8 hours before service begins and update this information in the County's dispatch and scheduling software no later than 8:00 AM on the service day. They will prepare all paperwork and/or devices for the Operators' use during service. Dispatchers also monitor Operator work hours and assign Extraboard service as needed to balance operational needs with available personnel resources effectively.

Maintenance staff reviews the day's daily vehicle inspection reports, which document Operators' findings during pre-trip inspections (described later in this section). They perform any corrective maintenance necessary to address safety issues. They also conduct scheduled preventive maintenance inspections and repairs to ensure fleet reliability and operability. The maintenance team coordinates with dispatch to confirm adequate fleet resources are available for the next day's service.

Our Service Workers fuel the fleet at the end of the service day for demand response vehicles, and at midday during the split for commuter vehicles to ensure vehicles are available for the next day's service. They follow all safety guidance regarding fueling procedures.

The Service Workers also review vehicle cleaning schedules and logs and wash vehicle interiors and exteriors as appropriate to maintain an attractive vehicle appearance. These efforts will include cleaning and sanitizing procedures in line with CDC recommendations. This team will attempt to remove graffiti identified by Operators or during the cleaning process. If

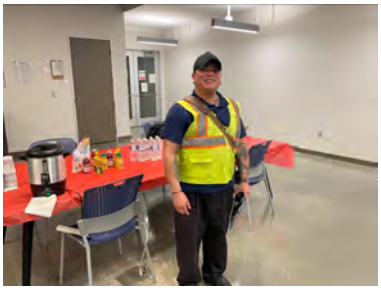
major cleaning or cosmetic repair issues are necessary, they will be handled by the maintenance team and/or a qualified local vendor.

Operator Check-In

Key Roles: Operator Check-In	
Operators	**Dispatch**
• Check-in on time • Arrive well-rested, sober, appropriately attired • Come to work prepared with proper licenses and certifications	• Manage Operator check in • Perform fitness for duty checks • Disseminate vehicle assignments • Track and report Operator attendance • Assign Extraboard service • Ensure Operators know their run assignment (timing, routes etc.)

The vehicle Operator will check-in each day at the facility when reporting for duty. A Dispatcher, Supervisor or Manager will be on-site to conduct a fitness-for-duty check. **A fitness-for-duty check ensures our Operators are ready to provide safe, professional service for our passengers.**

The Dispatcher confirms the Operator is fit for duty, ensuring they are well rested, not under the influence of drugs or alcohol, doesn't display any symptoms of illness (such as coughing, runny nose, congestion), and is in possession of all requisite licensing and certifications. Operators who are deemed unfit for duty will be sent home and a standby Operator is scheduled to cover the shift. Operators suspected of being under the influence are subjected to a drug and alcohol test.



During check-in, our Dispatchers also ensure every Operator meets the County's appearance standards. If the Operator is not in the appropriate uniform, if the uniform needs repair or washing, or if the Operator falls short of hygiene standards, they will be sent home.

Pre-Trip Inspection

Electronic Driver Vehicle Inspection Report (DVIR) System

First Transit is pleased to propose an upgrade to an **Electronic Driver Vehicle Inspection Report (DVIR) system** for the next contract term. Paper DVIRs can cause delays to Dispatch as the Operator must physically return it to the dispatch office. Further, they can cause issues related to auditing and are not environmentally friendly. An electronic DVIR system eliminates these concerns and streamlines the entire process, while also increasing accuracy, clarity and environmental sustainability.

Inspection Process

Key Roles: Pre-Trip Inspection			
Operators	**Road Supervisors**	**Dispatch**	**Maintenance**
• Perform electronic pre-trip inspection • Note deficiencies and contact dispatch if major safety issues are identified • Review comments from previous day's pre-trip inspection • Sign off on DVIR and submit to dispatch	• Ensure Operators perform all required steps of the pre-trip inspection • Monitor timeliness and efficiency of the inspection • Support Operators in resolving safety issues and coordinating next steps	• Coordinate vehicle replacement and/or maintenance response when safety issues are identified during the pre-trip inspection	• Immediately schedule maintenance for any safety issues identified • Ensure vehicles with identified safety issues are "locked out" so they will not be assigned until repairs can be completed • Schedule non-safety related issues for maintenance assessment as schedule allows

Pre-trip inspections are a critical component of our on-road safety approach. Pre-trip inspections enable our Operators to identify vehicle safety issues before beginning service delivery. This approach minimizes the potential for accidents or in-service vehicle failures, which keeps our passengers and employees safe – our highest priority. **Early identification of mechanical issues also reduces costly repairs associated with unscheduled maintenance.**

Once Operators check in, they will walk to the yard to perform a pre-trip inspection on their assigned vehicles using the new electronic DVIR system. The vehicle Operator follows the pre-trip inspection checklist included within our Daily Vehicle Inspection Report (DVIR) during the pre-trip inspection. This report covers key areas and items for inspection on the vehicle interior and exterior in accordance with County requirements set forth in Table 7 of the provided Guidelines for Contracted Services Providers document. The DVIR also provides the process specific to each inspection point.



The Operator completes the DVIR form, including their name, the vehicle number, date, odometer reading, and other relevant information. The Operator then records any deficiencies discovered during the inspection, including notes regarding what was heard or seen.

The pre-trip inspection typically includes a visual inspection of the vehicle, including identifying obvious defects, confirming interior and exterior cleanliness, checking the engine compartment for leaks, and assessing tire tread depth. The Operator also performs the following steps:

- Start the vehicle, listening for unusual noises
- Check the dash lights and gauges
- Check headlights, turn signals, four-way flashers, and head sign
- Operate the front and rear doors
- Check the passenger buzzer and stairwell lighting
- Exit vehicle and check exterior lighting
- Check the braking system
- Cycle the wheelchair lift; no vehicle is allowed into service without a functioning wheelchair lift

The Operator also confirms the operability of the tablet and all relevant functions of the technology systems. The inspection checkpoints follow the order of the Operator's progression around the vehicle, which reduces the potential for injury and increases efficiency.

If the Operator discovers a safety defect, they must immediately contact dispatch for instructions. The on-duty Dispatcher assigns a new vehicle to the Operator and contacts maintenance to coordinate further inspection and repair. When a safety defect is found, the vehicle is "locked out" and unavailable until the repair can be made. The Operator then will perform a pre-trip inspection on the new assigned vehicle.

If no defect is found, the Operator proceeds from the yard onto their assigned route.

Pre-trip inspections must be completed by the Operator who is operating the vehicle on that shift. This process is supervised by a member of our road supervision or management to ensure it is conducted accurately and in a timely fashion.

Q-Time Report

First Transit's Q-Time Report, housed in the MI Dashboard, was created to analyze the Operator inspection process. Data from Q-Time reports allow us to increase efficiency by streamlining steps within the process, while ensuring consistency and quality. The report combines punch data from the ADP eTime system, used for Operator scheduling and timekeeping, with Geotab AVL data, to provide insight on pre-trip and post-trip Operator processes.

First Transit operations facilities are geofenced in the Geotab system to record when vehicles enter and leave. Operators also record the beginning and end of their pre-trip and post-trip inspections. When combined with punches from the timekeeping system, First Transit management teams can better understand what is happening before pullout and after Operators return to the yard. Managers can pull up data points for an individual Operator on a specific day or observe averages across multiple months.

This data aids in Lean processes and continuous improvement at First Transit operations. By observing employee performance and evaluating trends at locations, region and location management can analyze what projects and tasks need to be taken on to eliminate waste and return value.

First Transit has begun rolling out the Q-Time Report at our locations nationwide, and our local management teams recognize the value it brings to their operations.

Route Initiation and Operation

Key Roles: Route Initiation and Operation		
Operators	**Road Supervisors**	**Dispatch**
• Sign in to tablet • Perform scheduled runs • Assist passengers as needed • Provide exceptional customer service • Collect fares or tickets	• Ensure vehicles leave the yard on time • Confirm proper pre-trip inspection was conducted and vehicle is clean and ready for service	• Ensure vehicles leave the yard on time • Optimize routes and communicate same day service changes • Monitor on-time performance • Move trips as necessary

As the first, and often only, in-person point of contact most passengers have with the County and First Transit, our Operators are the face of the service and key to its successful operation. We communicate to Operator trainees that our role is to provide safe, courteous, and efficient transportation for each passenger we carry.

Following the pre-trip inspection, Operators will indicate they are ready to depart the yard. Operators will sign into their tablet, activate the headsign and depart the yard.

Timely pullout impacts on-time performance from the start of service. Road Supervisors directly supervise peak pullout from the yard. This includes performing a gate check to ensure vehicles leave the yard on time, have been properly inspected by the Operator, and meet First Transit's and the County's appearance standards.

Once they depart the yard, the Operator will proceed on the route and approach the first stop or begin the first trip. The Operator will assist passengers on board at each scheduled stop on their manifest as needed. At each stop on the route, the Operator will come to a complete stop, open the doors, and collect and confirm correct fares as passengers board. Operators will wait at least five minutes beyond the scheduled pickup time for demand response. The Operator will use the radio to contact dispatch if delays or other service issues arise.

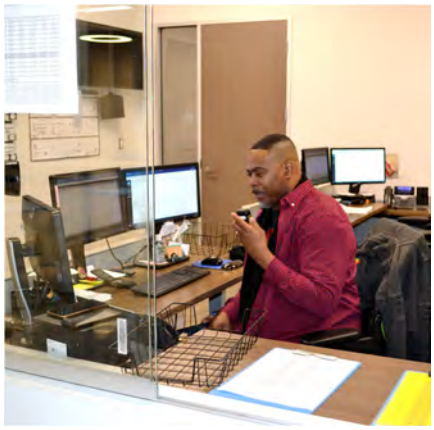
Vehicle Operators are responsible for the safe loading of wheelchairs and assisted devices, strollers, and bicycles. Passengers who use wheelchairs and assistive devices will also be assisted with boarding. Training Operators and Supervisors in the safe and expeditious boarding, securement, and alighting of passengers who use wheelchairs or other mobility devices helps to ensure passenger safety and reduce time delays..

First Transit will achieve continual improvement of Operator performance with thorough training programs, honest feedback, and employee accountability. We consider it extremely important to spend more time with an employee who is facing challenges delivering outstanding performance. Performance concerns may include the following: attendance, passenger complaints, routing/navigation, and safety concerns. During service, Operators will never engage in the use of cell phones, texting, or performing data entry while the vehicle is in motion.

Dispatch Monitoring

Key Roles: Dispatch Monitoring		
Dispatch	**Operators**	**Road Supervisors**
• Monitor service using Novus tools • Communicate with Operators, Road Supervisors, Managers, and maintenance • Coordinate response to service delays • Conduct time point checks for fixed route • Emergency service coordination if required • Coordinate spare vehicles and Operators as needed to supplement on-road service • Modify real-time schedules for no-shows, cancellations, late-trips, etc.	• Communicate with dispatch via radio throughout the service day to request support, report delays or other difficulties • Respond to instructions from dispatch • Respond to real-time schedule changes	• Respond to requests from dispatch to support service delays or other issues • Perform on-road checks • Use road observations to monitor on-time service delivery and make appropriate changes to positively impact schedule adherence • Respond to on-road events or emergencies

First Transit Dispatchers will continue to set the tone for on-route timeliness of the schedules produced by the County. They, in concert with Road Supervisors, ensure Operators are ready for service and meet all credential and compliance requirements (e.g., license, fitness for duty, uniform, paperwork, fares, etc.).



Our dispatch team will continue to focus on essential operations functions. They make accurate, efficient decisions based on ever-changing situations, anticipate potential challenges, and respond accordingly. Their primary responsibility is to ensure vehicles maintain on-time performance through effective operations service monitoring. They will also interact with customers under the following circumstances:

- Day-of trip cancellations
- Requests for update on vehicle arrival and departure times

- Customer complaints
- Courtesy calls if a vehicle is running late
- General call management

Dispatchers use all available communications systems and technologies, as well as geographical knowledge of the service area, in their daily duties.

Throughout the service day, a Dispatcher also:

- **Monitors schedule adherence** to maintain on-time performance
- **Coordinates response to in-service issues**, including accidents and incidents, vehicle breakdowns, traffic delays, detours, relays, and strategic spare assignments
- **Communicates with Operators** on the road to assess and resolve service challenges
- **Provides continuous monitoring** and controlling of assigned radio frequencies during all hours
- **Ensures all voice radio communications pertain to service** and adhere to all relevant FCC rules and regulations
- **Notifies passenger** of any potential late pick-ups
- **Reschedules trips and optimizes route slack** from no-shows or late cancellations on day of service
- **Contacts emergency services** as necessary

Dispatch also plays a key role in keeping service moving when the unexpected occurs, including vehicle breakdowns, accidents and incidents.

Road Supervision

Key Roles: Road Supervision	
Road Supervisors	**Operators**
• Monitor Operator performance through road observations and ride-a-longs • Note and report recurrent or emergent service issues • Confirm regulatory compliance • Respond to on-road events or emergencies • Conduct quality control checks	• Respond to direction and coaching from Road Supervisors, building safe habits • Provide excellent customer service • Undergo retraining if necessary

The Road Supervisors will continue to serve as First Transit's eyes on the road. They monitor Operator performance, including on-time pull-out, pre- and post-trip inspections, and respond promptly to service issues, such as delays and accidents/incidents.

Road observations are conducted regularly to promote positive customer service and monitor compliance with First Transit, state, and federal laws for safe vehicle operation. Our service supervision follows First Transit and the County requirements to promote a successful operation, safety, and passenger satisfaction.

Our Road Supervisors will continue to work closely with Dispatch and management to assess Operator and service support needs through periodic meetings and continuous communication during the service day. Through their oversight of the service, our Road Supervisors identify specific problems and report or correct the concern as appropriate.

Key areas of oversight while Operators are in service include:

- **Contractual and Regulatory Compliance:** Road observation ensures Operators follow First Transit, local, State, and Federal laws for safe vehicle operation. All field Supervisory personnel are fully trained in all aspects of the Fort Bend County service, including rules and regulations, routes, schedules, emergency procedures, safety, ADA requirements, reporting protocols, and other requirements.
- **Customer Service:** Our Road Supervisors ensure that vehicle Operators follow company policies for customer service by observing customer service quality and effective and timely loading through ride-a-longs and road observations.
- **Emergencies:** The Road Supervisors are trained and equipped to respond to emergencies, assist Operators where necessary, and assure on-time and safe performance. They provide on-going feedback to management and the County regarding ideas for service improvements.
- **Safety Issues:** If an accident/incident occurs, a Road Supervisor investigates, photographs, and includes their report on the accident to the Safety Manager. The Road Supervisors also monitor feedback from DriveCam to ensure Operators are developing safe driving habits and not performing any unsafe acts such as cell phone use, which is strictly forbidden during operation.

Return to Yard and Post-Trip Inspection

Key Roles: Return to Yard and Post-Trip Inspection		
Operators	**Road Supervisors**	**Dispatch**
• Complete post-trip inspection pursuant to DVIR checklist and submit DVIR electronically • Clock out	• Confirm performance of post-trip inspection and timely pull-in	• Collect tablets/other materials from Operators

After arrival at the last stop on the route, the Operator will confirm no passengers remain on board and proceed to the yard.

Once they return to the yard, Operators are required to complete a post-trip inspection. As with the pre-trip inspection, the Operator checks the vehicle interior and exterior, using the post-trip checklist on the electronic DVIR. While in route, Operators should be aware of any changes in the vehicle's performance and note any problems on the DVIR during the post-trip inspection.

Our Road Supervisors are also stationed in the yard to oversee pull-in perform pull-in inspections at random to check on Operators in their work environment.

The Operator signs out of the Operator interface on the tablet and returns the tablet, keys, and other materials used in service to the Dispatcher.

At this point, the operations cycle is complete, and the operations team begins preparation for the following service day.

Service Evaluation

Key Roles: Service Evaluation		
Local Management	**Region Support**	**Operations Support**
• Reviews daily service summary reports • Identifies trends and areas needing improvement • Discusses performance reports and reviews • Implements necessary improvements	• Participates in weekly update calls with local management team • Analyzes data to find helpful solutions • Shares expertise and resources for successful operations	• Offers operational advice • Assists solving operational issues • Supplies technology and innovation implementation, modification, and training

After each service day, our General Manager will review the day's performance. Using the data that we receive through various operational tools, our management staff can identify trends and areas needing improvement to optimize our service delivery. Likewise, successful service trends are also identified and discussed to ensure positive results continue.



Our region support team, led by RVP Paul Buharin will remain in constant communication with General Manager Julia Saldana as needed. Paul also holds weekly calls with his General Managers to discuss location performance and the collected data. These calls include managers from throughout the region and allow the opportunity to share best practices and brainstorm ideas to overcome shared challenges with peers. Region support personnel bring their transportation expertise and knowledge to offer suggestions for improvements to reach First Transit's and the County's goals.

Achieving Your Operational Goals

As detailed above, our daily operations plan is centered on meeting or exceeding each of Fort Bend County's operational goals as described in the RFP. As the current provider of these services, we thoroughly understand your specific Key Performance Indicators and have developed specific strategies to deliver excellent performance accordingly.

Our entire operation will continue to revolve around adhering to these standards in the provision of Fort Bend County Public Transportation service. The following explains our understanding of a few of your performance standards and our strategies to exceed them.

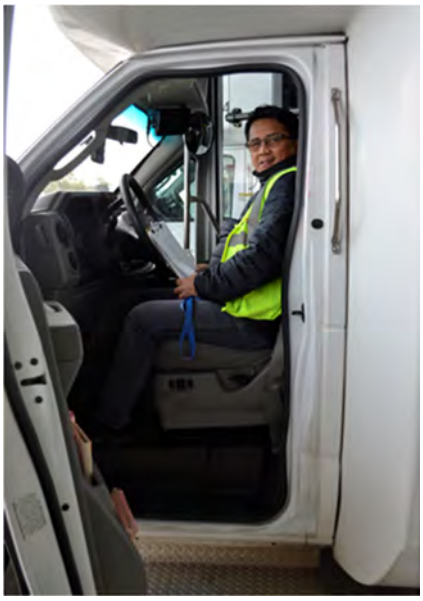
On Time Pull-Out

Fort Bend County Performance Measure: On Time Pull-Out Performance Standard

Minimum Performance Standard: >95% On-Time Pullout Performance

First Transit's Plan to Meet or Exceed Performance Standard:

System-wide on time performance begins with on time pullout. As the current service provider, our efforts to ensure timely pullouts include the following.



- Having a sufficient number of Extraboard Operators available. Our recent wage increase has supported our efforts in this area – we are currently fully staffed which has had a positive impact on on-time performance.
- Our comprehensive vehicle maintenance program, with emphasis on preventive maintenance, improves vehicle availability.
- Adequate time built in for Operator check-in and pre-trip inspections, as well as effective communication to ensure all Operators know their start times. The newly proposed electronic DVIR system will support efficient inspections and on time pull-out.
- Management and/or supervisory resources in the yard during pullout ensure on-time departure and provide immediate response to any potential issues.
- Extra vehicles at the location in case a bus fails its pre-trip inspection to keep the service on-time and improve on-time yard pullouts.

Safety and Security

Fort Bend County Performance Measure: Safety / Security Performance Standard

Minimum Performance Standard: Adherence to Public Transportation Agency Safety Plan

First Transit's Plan to Meet or Exceed Performance Standard:

- We utilize our award-winning training programs, monthly safety meetings, period training sessions, ride-alongs, and retraining sessions to ensure safe operations.
- 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.
- Effective and comprehensive use of the DriveCam SF300 system. When the system detects an event, it will give the Operator a loud audio warning, to correct the behavior, and recording will begin. Our safety management and supervisory personnel will continue to monitor DriveCam feedback and incorporate into training and retraining.

Preventative Maintenance

Fort Bend County Performance Measure: Vehicle Preventative Maintenance Requirements

Minimum Performance Standard: >95% Compliance with PMI frequency (in accordance with manufacturer's recommendation)

First Transit's Plan to Meet or Exceed Performance Standard:

- We anticipate our Fort Bend maintenance shop becoming ASE Blue Seal Certified within the coming months. We are currently only one certification short. ASE certification improves safety, quality and efficiency of our maintenance shop.
- ASE Blue Seal Certification bonuses available for 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 Hexagon EAM system through our Paperless Shop, streamlining the assignment of maintenance tasks and efficiently managing our maintenance process.

Records Maintenance

Fort Bend County Performance Measure: Records Maintenance Performance Standard

Minimum Performance Standard: Record and maintain all necessary hard copy and electronic records for transportation services performed.

First Transit's Plan to Meet or Exceed Performance Standard:

- General Manager Julia Saldana reviews reports and monitors records maintenance — she is accountable for records compliance and timely submission of reports.
- Automated reporting from Hexagon EAM and Dashboard ensure we capture all data required by the County.
- 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 data as desired by the County, when needed.

Successful Daily Service

First Transit's operations approach is designed to achieve a high-quality service that meets the County's and our passengers' expectations. The following sections detail our approach to achieving seamless service delivery each day. Our team works together to analyze service, plan for sufficient service coverage and efficiency, and identify and resolve operational challenges.

Enhancing Service Reliability

Key Roles: Enhancing Service Reliability		
General Manager	**Dispatch**	**Road Supervisors**
• Meet with the County to review service parameters and performance • Review performance data to identify trends and determine the appropriate allocation of resources	• Conduct timepoint checks • Proactively manage service • Maintain communication with Operators and Road Supervisors	• Conduct road observations • Report recurrent service issues to the management team • Operator coaching and development • Proactive Operator support

Key Roles: Enhancing Service Reliability		
• Review Operator performance • Analyze data collected for performance improvement		

The County's passengers rely on the Fort Bend County services to get them to important destinations, including their places of employment, and at times life-saving appointments that they would otherwise not be able to get to. At First Transit, we truly understand the importance of providing reliable, on-time fixed route and demand response services.

Operations Meetings

Our General Manager will continue to meet with the County on a regular basis to review the performance of the operation and to report on performance, identify areas for improvement and develop a plan to mitigate issues. These meetings are critical to the success of the Fort Bend County operations.

Daily Service Checks and Analysis

First Transit will continue to conduct two types of daily quality control checks of vehicles in service: unscheduled observations and scheduled time-point checks. These checks support on-time performance, prevent vehicle bunching, monitor vehicle cleanliness, and confirm safe driving practices. A Road Supervisor conducts the observations in the field while the Dispatcher monitors time-point checks in the office. Both checks work together to achieve superior service delivery.

Operators who fail these inspections, or have difficulty delivering on-time service, may be subject to coaching and retraining. Regular time-point checks also help to highlight potential route-timing issues as well as passenger loads.

Further, General Manager Julia Saldana will continue to review Road Supervisor feedback, dispatch logs, and reporting generated daily to determine root causes of significant delays or other service issues.

Trend Analysis and Forecasting

First Transit's proprietary Management Information (MI) Dashboard aggregates service data from numerous sources, including the County-provided tools, DriveCam SF300, Geotab ProPlus and others. Our internal tools support detailed analysis of performance trends – including by route, day, Operator, and other variables – to enable effective service planning, resource allocation, and resolution of challenges impacting service quality.

Reducing Late or Missed Trips

First Transit's dispatching staff will continue to perform checks on on-time performance to actively avoid late trips. If a route is behind schedule, those potentially late trips are identified via First Analytics, road observations, and Operator communications via radio and are rescheduled to other routes to recover performance with the Novus system.

In addition to this proactive approach to managing service, First Analytics also tracks late, missed trips, and cancellations over a period for trend analysis used in a predictive approach. From this historical data, Dispatchers can more accurately account for predicted service fluctuations, and reassign trips to routes as needed.

Ensuring On-Time Performance

Passenger satisfaction and repeat ridership are contingent upon consistent, on-time, reliable service delivery. Passengers need to know that they can continue to rely on the Fort Bend County services to get them to work, appointments, and other responsibilities when they need to be there. As mentioned above, will continue to exceed the County's goals for on-time performance, striving for continual improvement.

First Transit understands the County's objectives for maintaining performance schedules for each of the services offered. We will continue to follow the County's requirements of the 30-minute arrival window. Once the passenger is picked up, the vehicle will continue along its route. Any schedule change requests must be approved via dispatch and an updated manifest will be created. All trips are recorded to confirm adherence to the County's standards.

Efforts to ensure service reliability and on-time performance include:

- **Geotab** - Continual dispatch monitoring of fixed route and demand response vehicle location.
- **Novus** - Identification of early and late-running routes.
- **Road Supervision** – Road Supervisors respond promptly to service concerns and monitor service in the field. This offers an opportunity for observing customer service and safe driving practices, in addition to time point checks for on-time performance. Starting the route on time is the best way to set the tone for adherence to the schedule.
- **Dispatch** – Dispatch plays a significant role in on-time performance. Dispatchers handle prompt Operator check-in and schedule distributions. Dispatchers are in constant communication with Operators and Road Supervisors in the field. The use of technology tools allows them to know the location of every vehicle, including non-revenue vehicles. This helps dispatch adjust routes for changing road conditions, such as traffic, weather situations, vehicle breakdowns, or accidents.
- **Preventive Maintenance and Road Call Avoidance** –Our Preventive Maintenance Program ensures fleet availability during all hours-of-service operation. Our Paperless Shops technology and our proprietary maintenance software, Hexagon, helps keep our preventative maintenance program running smoothly. We strive to have most of our maintenance be preventative. This helps eliminate road calls and vehicle downtime, while keeping our operations running safely and efficiently. Properly maintained vehicles reduce road calls and improve system reliability.
- **Sufficient backup vehicles available** that have been "pre-tripped" (an operations team member has completed a pre-trip inspection) to replace any vehicle that failed its pre-trip inspection during peak pullout and minimize response time to service needs. Effective deployment of strategic/backup vehicles to respond to in-service failures, weather-related issues, traffic conditions, and other service impacts.
- **Ongoing review of individual Operator performance** and coaching for Operators who fall short of expected performance levels will take place consistently.

First Transit will continue to review and measure on-time performance and strive for continual improvement. Our team also uses our proprietary MI Dashboard for detailed analysis of factors impacting on-time performance – which drives effective service planning and impacts overall service efficiency.

Providing Exceptional Customer Service

Key Roles: Providing Exceptional Customer Service		
General Manager	**Dispatch**	**Operators**
• Meet with the County to review service parameters and performance • Ensure annual ADA training is completed • Monitor call recordings for quality control • Complaint response, as well as trend analysis	• Provide proper phone etiquette and service • Complete calls quickly and efficiently • Modify real-time schedule to accommodate as needed	• Serve passengers with excellent customer service • Treat each passenger with compassion and respect • Complete annual ADA training

Our team understands that, in the end, our service delivery must ultimately result in an excellent experience for our shared passengers. Customer satisfaction, both the passengers we serve and the County as our customer, are the evaluators by which we will continue to determine our success in this area. All employees of the Fort Bend County services receive in-depth training in customer service excellence. We comply with all regulatory requirements and all employees attend an annual refresher training to ensure high quality customer service.

Working in transportation, and particularly in paratransit services, requires patience and compassion. First Transit recognizes the individual Operators who build relationships with their customers and supplies them with specialized training for exceptional customer care. These Operators have the compassion and desire to provide this valuable service to members of their community. Retention of these caring individuals is a top priority for First Transit.

First Transit's efforts to ensure excellent customer service for the Fort Bend County service include:

- **Customer service training** for call taking staff including telephone etiquette and call management skills, to complete calls quickly and efficiently. Any caller in need of additional assistance speaks to a Supervisor or the General Manager to resolve any concerns to their satisfaction.
- **Operator shift management** to assign the same Operator on routes as consistently as possible each day of the week. Customers with scheduled weekly trips or group trips benefit from having an Operator who knows them personally. Customers can see a familiar and friendly face, helping them relax knowing they are well cared for.
- **Customer Service training for Operators** includes extensive customer relations training highlighting customer satisfaction, passenger safety, and well-being. First Transit conducts mandatory annual ADA refresher training for all Operators to increase awareness and sensitivity to our customers. Operators will have the proper training for any wheelchair and mobility aid securement; the safety of our passengers is our top priority.

Resolving Typical Operational Challenges

Our detailed operations approach focuses on the provision of safe, reliable service while optimizing efficiency. Our approach continues to be built on best practices derived from more than six decades of success in the transportation business. Our experience includes developing solutions to the most common operational challenges experienced in fixed route and on demand operations, as detailed below.

Key Roles: Resolving Service Challenges			
Management	**Dispatch**	**Road Supervisors**	**Operators**
• Review trends and identify root causes • Determine necessary retraining and/or discipline • Develop recommendations for the County to mitigate recurrent, systemwide issues	• Monitor service performance via technology and radio communication • Coordinate response, including Extraboard and supervisory resources to support service restoration	• Monitor service performance in the field • Respond to Operator and dispatch requests for support • Provide coaching for Operators	• Communicate proactively with dispatch when delays or other issues occur

Balancing Service Quality and Productivity

Maximizing efficiency while maintaining quality customer services is a balancing act. First Transit knows the costs associated with paratransit services and continues to work 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 Operator shortages, overtime, and staff turnover, enabling managers to focus on retaining current employees rather than recruiting and training new ones. The retention of quality employees raises customer service as employees become more familiar with the service provisions and customers enjoy seeing a friendly familiar face.

First Transit uses the Novus technology for the Dispatchers to see the most accurate information to monitor the daily schedules. We use technology solutions to increase productivity while maintaining on-time performance and keeping passenger ride times to a minimum.

Incorporating Same-Day Schedule Changes (Paratransit)

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 it was scheduled, that alters the productivity for the day. Dispatchers will re-work the assigned manifests using Novus to find Operators' most efficient new schedules.

In-Service Vehicle Failures

When a vehicle fails in service, the Operator moves the vehicle to a safe location (if possible), turns on the emergency signals, puts up the three emergency triangles, and radios Dispatch for instructions.

The Dispatcher coordinates support with the maintenance and Road Supervisor teams. A Technician may respond directly to the scene of the breakdown. The Road Supervisor will respond to the scene and assist the Operator with securing the scene and any passengers on board. If it is determined that the vehicle must be towed back to the shop, the Dispatcher will coordinate with the Operator and Road Supervisor to determine the best way to restore service. This will typically be a spare vehicle that has been pre-tripped and is delivered by either the Road Supervisor or a Technician.

Our Maintenance Manager continuously tracks road calls and repeat mechanical failures. First Transit uses this information to drive the ongoing customization of preventive maintenance practices and reduce the occurrence of repeat failures. First Transit will continually improve our miles between road calls and immediately respond if disruptions do occur.

Taking trend analysis a step further, our region and corporate maintenance experts also review company-wide roadcall data to identify reoccurring issues, understand route causes and develop action plans to mitigate problems. Results are shared regularly with maintenance leadership to ensure the knowledge gained by operating hundreds of similar vehicles across North America is used to benefit the Fort Bend County operation, increasing safety and reliability of your fleet.

Accidents/Incidents

First Transit's response to in-service incidents and accidents must be swift and well-coordinated. The priority for our response is the safety of our passengers, staff, bystanders, and other road users. When an incident or accident occurs, our dispatch team will coordinate with the Operator and Road Supervisor to determine a plan to continue the transport of our passengers to their destination. This may be a pre-tripped spare vehicle delivered to the scene by an Extraboard Operator or Road Supervisor.

If an accident or incident occurs, the Road Supervisor investigates, photographs, and includes their report on the accident to the General Manager and/or Safety Manager. The Road Supervisor also reviews feedback from DriveCam units to discern whether unsafe driving led to the accident.

First Transit's unwavering commitment to safety reduces accidents and incidents through the incorporation of our **BeSafe Safety Leadership program, which General Manager Julia Saldana completed in 2021.**

Understanding Root Causes
Understanding the root cause of typical service disruptions is critical to their prevention and resolution. Common causes of service issues are detailed below:

- Signalized intersection delays
- Heavy traffic
- Mechanical delays/breakdowns
- Accidents/incidents
- Operator training issues
- Over-crowded bus trips
- Loading/unloading single stairwell buses

Described in more detail later in *Section 2.7 Safety Plan*, BeSafe brings a proactive approach to safety, reducing potentially unsafe behaviors that can lead to accidents and incidents before problems occur, building safe habits in every level of our operation.

Pass Ups (Fixed Route)

Pass ups typically occur when an Operator drives past someone who is waiting for the bus but is either not visible to the Operator or is not close enough to the bus stop for the Operator to identify him/her as a waiting passenger. Resolving passenger pass ups will be driven by effective training. Operators will learn to increase their awareness and how to assess whether passengers are waiting for the vehicle.

Traffic Issues

First Transit's operations team monitors traffic conditions through feedback from Operators and observations by our Road Supervisors in the field and traffic reports in the area. When unexpected traffic delays arise, a Dispatcher can plan for a detour or backup service to minimize the impact of the delay on the rest of the Operator's route.

First Transit reports routes that suffer from frequent late buses due to regular traffic congestion to the County for review and adjustment. Our management team will also continue to communicate with the County and/or local government regarding planned delays, such as construction or a major event. When this occurs, depending on the anticipated length of the delay, First Transit will:

- Determine a temporary alternate route and detour
- Post notices of the planned delay
- Work with the County to reschedule/reblock

Fare Disputes

First Transit Operators learn how to handle fare disputes according to County policy in initial training; these policies are reinforced throughout the Operator's career through refresher training and monthly safety meetings.

Operators ask passengers for the correct fare or to view the Token Transit pass, if it is not initially deposited or shown the Operator will track that item on the cover sheet as a no pay notify dispatch if a dispute arises. At the County's direction, the Operator will not attempt to resolve the issue, only to request the fare, ticket, or electronic pass. Recurring problems from the same passenger may require a directive from the County for further action.

Providing Effective Employee Management - ADP eTime

Effective management of employee schedules drives service reliability; when employees are late, schedules are double-covered, vacations are not factored into work assignments, and so on, the operations team will have to divert their attention from monitoring service quality to correct these issues. The **Enterprise eTime Payroll system** allows First Transit to monitor employee hours, attendance, and payroll activities to ensure compliance with applicable work rules and confirm efficient manpower allocation. This drives effective workforce planning. By managing all payroll activities in one system, we continue to ensure data accuracy, monitor compliance with work hours and employee leave requirements, and assess employee attendance trends.

Lean Practices and 5S Processes

First Transit is extremely proud that our Fort Bend County operation achieved Silver Lean Certification in June of this year. This significant accomplishment demonstrates the local team's commitment to an organized and efficient operation.

It is imperative that we continue to provide Fort Bend County with the most efficient operations processes to achieve our shared goals. Therefore, we will continue to work to integrate additional lean practices and recommend 5S processes, benefitting the County through increased efficiency, improved KPIs, organized and proficient operations, all while maintaining the highest industry standards.

Benefits to the County

Lean practices and 5S processes improve overall effectiveness by valuing organization and ending waste. Lean processes can translate to a reduction in operational costs by targeting strategic areas. Additionally, Lean initiatives ensure quality, verifying that best practices are implemented in every facet of operations.

5S Methodology

Being a Lean practitioner, First Transit provides efficient, effective operations to the County. The five pillars of the 5S methodology (Sort, Straighten, Shine, Standardize, & Sustain) are designed to **foster a culture that promotes safety and quality, is cost-effective, and improves overall efficiency.** By following these practices and methodologies, First Transit can provide the County with the following benefits:

- Efficient operations through the incorporation of best practices and streamlining processes and procedures
- Safer operations through analysis of employee behavior to ensure SOPs are being followed and expectations are clearly communicated
- Better performance by the implementation of standardized processes proven to achieve results
- Improved employee retention through establishing a predictable and pleasant place to work each day
- Enhanced reliability by decreasing system downtime and ensuring resources are maximized
- Reduced waste and increased proactive problem solving as we switch from waste removal to waste prevention
- Reallocation of square footage resources needed for operations and better organized to promote an efficient and safe workspace
- Increased efficiency in staffing management and productivity
- Compliance with industry, First Transit and County standards

Using Lean 5S methodology, First Transit continually improves performance, supports the County, and streamlines operations.

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 and as needed 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 Hexagon 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.

From the landing page, managers can navigate easily to more specific, detailed reports. Within 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, an email automatically generated and sent to all General Managers every morning. This ensure 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
- **Operator Staffing Target** - ensures Managers know just how many Operators are needed to cover service each day
- **Operators in Training** – how many new Operator 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 General Managers 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 in the Appendix. 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, token transit, and tickets)
- No pays
- 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.

Customer Service Plan

Customer satisfaction—both the passengers we serve and Fort Bend County as our customer—is the benchmark by which we will determine our success in service delivery. As such, customer service is a key focus of every area of our operation, from training, to operations, to ensuring Fort Bend County's vehicles are clean and well-maintained.

Foundation Of Our Customer Service Approach

At the core of our customer service commitment are behavioral standards that come from our comprehensive training programs and service-oriented culture.

Customer Service Training

All First Transit employees assigned to the Fort Bend County services receive in-depth training in customer service excellence. We use the following best practices and policies to ensure the highest level of customer satisfaction.

- Customer service training for Dispatchers includes telephone etiquette and call management skills to complete calls quickly and efficiently. Any caller that needs other assistance speaks to a supervisor for a quick resolution. Supervisors and/or managers check call recordings for quality control.
- Customer Service training for Operators includes extensive customer relations training that highlights customer satisfaction, passenger safety, and handling situations with customers. First Transit conducts mandatory annual ADA refresher training for all vehicle Operators to increase awareness and sensitivity to our customers. Vehicle Operators will have the proper training for wheelchair and mobility aid securement; keeping passengers safe is our top priority.

Operator Expectations

First Transit's Operators are held to a high standard of professionalism and courtesy, achieved through daily adherence to the following requirements:

- **Professional Attitude** – Operators report to work wearing clean, crisp uniforms. They are well groomed, polite, energetic, and ready to serve the passenger.
- **Superior Customer Service** – Operators are trained to go out of their way to meet customer needs and provide personalized service when appropriate.

- **Effective Communication** – We train Operators how to communicate with passengers with clarity, sincerity, and friendliness. We ensure they have the tools necessary to communicate effectively with persons with special needs, such as a disability or language barrier.
- **Problem Solving** - Operators are expected to handle challenges that arise with promptness, discretion, courtesy, and calmness. They will notify a supervisor when necessary to keep a situation from escalating.

Customer Service Engagement

Customer Rights

Our customers should expect to receive the following minimum levels of customer service:

- Prompt, friendly, courteous service and correct information
- A smile and "thank you"
- Respect, dignity, care, and compassion
- Minimal waiting times
- Extra information is provided during service delays and customers are handled with patience and understanding in order minimize anxiety and to provide assurance
- Timely and accurate answers to their questions

When we meet – and exceed – these levels of customer care, we are representing Fort Bend County and First Transit in the best possible light.

Assisting Customers with Service-Related Questions

First Transit's vehicle Operators will act as Fort Bend County's brand ambassadors. As the face of our operation, they will be trained to provide an outstanding level of customer care. This includes being able to assist customers with questions related to the Fort Bend County services. To equip them to do so, Operators will be trained in the service area, Fort Bend County and ADA policies, and how to navigate the overall Fort Bend County transit system, including as a passenger with disabilities. Road supervisors will also be able to assist passengers with questions.

Proactive Customer Response Action Plan

The goal of our Customer Response Action Plan is to respond and resolve each complaint to the customer's satisfaction.

Complaint Receipt

When a complaint is received from a customer, First Transit's Assistant General/Operations Manager or General Manager will take the following steps:

- The Customer Comment Form is completed, including date, time, employee name, employee description, and a summary of the comment
- To the extent possible, the comment will include the exact statements of the customer
- Upon acceptance, the comment is date-stamped, an investigation is initiated, and the documentation is forwarded to Fort Bend County immediately

Complaints received from Fort Bend County staff will be added to the queue and addressed promptly, as described in the next section.

Complaint Resolution

Each complaint received will be investigated and responded to within two working days. Critical complaints will be investigated and responded to within 24 hours. We consider the passenger's opinions carefully when evaluating and resolving problems or disputes.

Our goal is to resolve most customer concerns quickly and fairly. Typically, nearly all complaints are resolved within 24 hours of the initial call. However, more serious concerns warrant a more in-depth investigation that may require a meeting with the complainant.

The following table represents roles and responsibilities related to the investigation, response, and resolution of customer complaints or feedback.

Assistant General/Operations Manager	General Manager
• Lead complaint investigation and review pertinent manifest data • Identify root cause based on operation manager's investigation • Interview Dispatchers, Road Supervisors, Vehicle Operator, Maintenance Technician, other staff involved in the event leading to the complaint • Record information and submit to General Manager • Conduct additional investigation, such as vehicle maintenance records and Operator personnel file reviews	• Confirm timely resolution of complaints • Serve as customer advocate • Determine appropriate re-training or disciplinary action arising from the complaint • Work with Fort Bend County to verify validity of the complaint • If necessary, arrange a meeting with complainant to review details of the complaint and agree upon a resolution • Notify the complainant and Fort Bend County of follow-up remedial actions

Passenger concerns related to specific areas of the operation are relayed to the relevant supervisory or management personnel to support the resolution of the complaint:

Concern	Lead(s)
Route operations	Assistant General/Operations Manager or General Manager Road Supervisors
Safety	Safety Manager
Vehicle maintenance	Maintenance Manager
Facilities	Maintenance Manager

Resolution occurs when the General Manager has determined that the cause of the problem is understood, the employee(s) has acted to prevent the problem from recurring, and the passenger is satisfied that the complaint is resolved. Fort Bend County receives documentation about the final resolution.

Complaint Remediation and Prevention

When a complaint has been resolved, the General Manager will review the resolution with the management team and at staff meetings to ensure compliance with all service policies and procedures. This helps us avoid the development of systemic problems in the future.

The Safety Manager will address safety-related complaint trends and preventive measures in monthly safety meetings. The Maintenance Manager will address maintenance-related complaints during Toolbox Talks.

If a complaint is found to be the result of a preventable action on the part of an employee, re-training takes place. Management works to determine individual and/or team-wide re-training needs. In every instance, we make re-training a positive and productive experience for the employee. This creates a learning environment and increases the level of satisfactory employee performance in the future.

Our Commitment to Community

As a public transportation Operator, we provide an essential service to the Fort Bend community. We play a role in connecting people with each other, with those in other communities, and with important services that sustain our way of life. Our employees, our vehicles, and our facilities are all part of these communities, and we have a responsibility to make sure we are making a positive impact through every facet of our operations.

Despite the challenges presented by the pandemic, we have made efforts over the current contract term to engage with the local Fort Bend County community, such as partnership to provide training to Fort Bend Seniors, detailed in the *Executive Summary* of this proposal.

Community Engagement

Our community involvement helps us engage stakeholders on many levels—as customers, neighbors, residents, potential employees, and business partners. Throughout our service areas, we help people by efficiently and safely conducting our day-to-day operations, by promoting socially inclusive policies, by encouraging mobility of the young and disadvantaged, and by helping the disabled and older members of our communities.

In our operations across the nation, we actively engage with the communities we serve by:

- Working with local authorities, businesses, and other interested parties to promote sustainable travel, reduce congestion, and improve quality of life
- Offering employment opportunities to all sectors of the community through non-discriminatory policies, and promoting opportunities to disadvantaged groups
- Promoting engagement between our staff and the community
- Improving the environment in and around our operations
- Promoting broader opportunities for workplace learning

- Supporting local initiatives for the development and education of young people
- Working closely with local law enforcement agencies to promote road safety and to address anti-social behavior, crime, and vandalism
- Providing support to community-based charities and projects on the local level, including support for employees' efforts in fund raising for large and small-scale projects

1.2 Staffing, Recruitment, Training, and Retention

Staffing Philosophy

First Transit has followed a tried and true path for becoming, and remaining, an industry leader. First, we've defined our core values as safety, quality, and customer service. Second, we hire enthusiastic and experienced professionals who identify with our core values. Third, we train these individuals to integrate our values into their day-to-day responsibilities. And finally, we encourage them to combine their individual promise with the strength of the First Transit team to accomplish outstanding results.

By recruiting, hiring, training, and managing the finest professionals available, we deliver the finest service in the industry. We have established a solid set of employment principles that drive our human resources initiatives:

- Empower our employees as professionals by providing a climate of trust, respect, integrity, and honesty
- Demonstrate an unwavering commitment to safety through corporate investment in leading-edge technology
- Consistently train employees at all levels through policies and procedures that drive a safety-first culture
- Encourage an open-door management philosophy to drive communication between staff and management
- Recognize the need for employees to maintain a comfortable balance between work, family, and community
- Provide employees with the essential training and feedback to perform each job to First Transit's and Fort Bend County's standards
- Provide all employees with a fair and competitive compensation and benefits plan
- Provide employees with career growth opportunities

With the support and encouragement we offer our employees, we strive to build long-lasting enthusiasm and commitment throughout our company and at our Fort Bend County operation. We have created a workplace that is challenging, one that demands and rewards exceptional professionalism and service, and one that builds trusting relationships between management, staff, and our customers.

Operations Staffing

Throughout the procurement process, First Transit conducts a thorough analysis of our operation to ensure we will provide proper staffing levels throughout the duration of the new contract.

This analysis includes a review of First Transit's current operation for Fort Bend County, as well as others of similar size and scope and local employment trends. We also look at any needs of our local team, as well as the implementation of new initiatives and goals. To determine adequate staffing levels for the new contract with Fort Bend County, we have considered:

- Current staffing levels at our Fort Bend County operation
- Current performance and identification of any areas that need additional staffing to achieve optimal results
- Any changes in scope, client direction or objectives that could result in staffing changes
- Changes and requirements in the new RFP, such as additions or reductions in estimated revenue hours
- Analysis of employee turnover rates at the current operation
- Documentation of staff call-offs
- Use of overtime hours

The chart below outlines our anticipated staffing levels for the new contract, based on our unique understanding of this operation, your goals, and the information provided in this RFP. First Transit will continue to provide sufficient personnel during all hours of operation.

Position	Staffing
General Manager	1 FTE
Assistant General/Operations Manager	1 FTE
Safety Manager	1 FTE
Road Supervisors	1 FTE
Lead Dispatcher	1 FTE
Dispatchers	3 FTE
Customer Service Specialist	1 FTE
ITS Specialist/Road Supervisor	1 FTE
Payroll Clerk	1 FTE
Office Clerk/Trip Editor	1 FTE
Maintenance Manager	1 FTE
Lead Technician	1 FTE
Technicians	4 FTE
Service Workers	4 FTE
*Vehicle Operators	54 FTE

***Please note:** Vehicle Operator counts may change based upon final run cuts and deadhead calculations.*

Upon contract award, we will continue to monitor staffing levels and employee development to make adjustments as necessary to ensure optimal contract performance. We ensure that every employee providing service to Fort Bend County system has the skills needed for exceptional customer service, and the support needed from management for success every day. Our on-going review of staffing levels and development plans include:

- Planning training classes for anticipated staff needs
- Conducting refresher training sessions, as needed
- Managing and adjusting extra board Operator hours, as needed
- Using standby Operators to review schedules with dispatch staff
- On-road training with our road supervisor and substitute Operators
- Reviewing probationary employee development for success

All of these efforts allow for us to better maintain costs, adhere to schedules, maximize on-time performance, promote professionalism, and meet all of Fort Bend County's quality and customer service requirements.

Wages

Recent Wage Increase

Operator shortages are currently a significant problem facing transportation agencies across the country. Recently, we recognized the need for an increase to Operator wages in order to recruit, hire, and retain safe, reliable, and customer-focused Operators. Region Vice President Paul Buharin and General Manager Julia Saldana proactively met with the Fort Bend County Director of Transportation to present the situation and discuss the future of the service. The ability to recruit and retain satisfied Operators long term and reduce turnover was a key focus.

In June of this year, the wage increase went into effect, and as a result the operation became fully staffed within seven weeks. This in turn had a near immediate positive effect on on-time performance and route coverage.

Effective Recruiting and Hiring

First Transit is more than just a provider of transit services; we are a community resource. Our passengers rely on us to transport them safely to school, work and to the many other destinations that are part of their daily lives. First Transit's commitment to these passengers drives our approach to building our teams for each project; from Operators to maintenance to management, every team member is selected not just for their job qualifications, but also for their aptitude for safety and customer service.



Our hiring approach allows us to continue to provide the right team to serve the Fort Bend community while meeting your performance expectations. This approach begins with recruiting and follows a stringent process to ensure each candidate is the right fit for the role.

Recruiting Approach

Our commitment to the Fort Bend community extends to our recruiting efforts. We prioritize hiring qualified candidates with local knowledge, **which requires recruiting for candidates within the local service area**. First Transit recognizes that an ongoing focus on recruiting throughout the contract term is necessary to maintain service quality and reliability. We ensure we have a pool of qualified candidates ready for hiring when a position becomes available.

Talent Acquisition Team

First Transit's local managers are tasked with understanding their workforce needs. This includes identifying retention trends, seasonal staffing fluctuations, local job market and other factors that impact workforce stability.

To help our managers balance this task with maintaining high-quality service, First Transit provides unparalleled recruitment support through our Talent Acquisition Team. This team of specialists handles the following functions:

- Posting all job openings to our applicant tracking system, eArcu
- Managing online job boards
- Supporting hiring events, which includes producing promotional pieces, modifying advertising copy, providing giveaways, and verifying labor law and equal opportunity employer compliance
- Monitoring submissions and ensuring applicants are contacted by locations within 24 hours
- Assisting applicants through the process as needed

RECRUITMILITARY®

First Transit has partnered with RecruitMilitary to employ active military and veterans. RecruitMilitary is a full-service military-to-civilian recruitment firm that connects job seekers who have military backgrounds with employers.

Our field managers and recruitment teams have completed hours of training to expand our employment marketing, improve recruitment of military applicants, and hire some of America's experienced veterans.

The talent acquisition team manages the process in coordination with the local team and regional human resources support. Centralizing this part of the process allows managers to focus on local recruitment channels and contacts within the community.

eArcu - Applicant Tracking System

First Transit's Talent Acquisition Team uses eArcu, an online recruiting tool and applicant tracking system. eArcu enables a streamlined, automated, full-cycle recruitment process, including monitoring vacancies, sourcing, interviewing, and placing candidates. This tool also creates thorough records of each candidate's journey through the hiring process.

Further, eArcu maximizes our return on investment for advertising endeavors, advertises job postings automatically, and collects valuable data about the individuals we hire and those who show an interest in our company.

Our responsiveness to candidates seeking employment at First Transit is critical to hiring success. Tools within the eArcu applicant tracking system let applicants know where they are in the process, and they enable our teams to keep the process moving before a great candidate is lost.

Programmatic Advertising

Alongside eArcu, First Transit has incorporated Programmatic Advertising, an automated job placement software, to ensure the best visibility from our advertising efforts. The Programmatic Advertising platform enables us to post positions on various job boards based on jobseeker traffic. These include:

- Glassdoor
- Monster
- Neuvoo
- SnagAJob
- Indeed
- Nexxt
- Appcast
- J2C
- ZipRecruiter
- Upward.Net

This tool helps us focus our advertising efforts where they will get the most attention – leading to results.

Local Maintenance Recruitment Action Plan

First Transit has close relationships with dozens of technical schools including Universal Technical Institute, Lincoln Tech, WyoTech, and others based in our communities. The schools' career services departments and campus events connect First Transit with top Technician talent, and we seek to continue being an employer of choice through on-the-job training programs and incentives that can be used for tuition reimbursement, tools, etc.

Ensuring The Right Fit

All First Transit employees are expected to share our commitment to safety, reliability and customer service. Our stringent Operator and staff selection process – from interview to training to being released into service – is designed to ensure every candidate is the right fit for First Transit and the Fort Bend County services.

First Transit's vehicle Operators compose the largest and most visible segment of our workforce. For this reason, our description of the hiring and selection process in this proposal focuses on selecting the best Operators for the Fort Bend County service.

Interviews

After reviewing applications, First Transit invites prospective Operators to an interview. We have developed an Operator Interview Guide based on hundreds of thousands of interviews we have conducted companywide. This guide helps us consistently screen and select individuals for the characteristics needed to become successful Operators.

Specific interview sections include:

- Relevancy of experience
- Schedule suitability
- Response to stress
- Commitment to safety
- Compliance orientation
- Teamwork orientation
- Commitment to customer service

Following a successful interview, General Manager Julia Saldana will extend an offer letter to the prospective Operator that details pay, necessary training, and a start date. Assuming the candidate accepts the employment offer, internal First Transit staff will begin further background screening.

Background Screening

First Transit performs several pre-employment screenings on candidates that accept offers of employment. The background screening process is explained to candidates upon their acceptance of offers with First Transit. We run an array of background checks, including prior employment, criminal record and driving record. The candidate must also pass a physical health screen and drug/alcohol screen pursuant to FTA and DOT requirements.

The following minimum employment criteria are applied to all First Transit candidates who are offered positions requiring a commercial driver's license (CDL). Screening thresholds may vary for positions not requiring a CDL. First Transit will fully comply with all of Fort Bend County's hiring requirements for each position in the operation.

Screening Type	Requirements
Prior Employment and Background	• Verification of the last five 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 12 months • No more than three 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

Screening Type	Requirements
Criminal History	• Criminal convictions involving one of the following may potentially disqualify a candidate from employment opportunities with any First Transit 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)
FTA Requirements	• The ability to pass an FTA/DOT-mandated physical examination, or an approved state-specific physical for non-DOT driving positions
Drug and Alcohol Testing	• Following an offer of employment, candidates must pass a test for illegal drugs and alcohol. A negative result is required before performing any job functions as part of their employment with First Transit.

Drug and Alcohol Testing Program

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 help when personal issues, including drug or alcohol dependency, may affect their ability to safely perform their assigned duties

First Transit has a strict zero-tolerance policy about drug and alcohol abuse. Resources are available to any employee who seeks help or rehabilitation for substance abuse.

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:

Post-Offer Letter	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.
Return to Work	Any employee returning from a leave of absence of 90 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 50 percent of our safety-sensitive employees, pursuant to FTA regulations. We test 10 percent of our non-DOT employees monthly. Non-biased computer selections determine random tests. This may result in some employees being tested more often 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.

Voluntary Employee Assistance Program

We recognize alcohol and drug abuse as a treatable disease and encourage our employees to seek professional treatment, if applicable. We tell any employee seeking help of the resources available for evaluating and resolving problems associated with prohibited drug use and alcohol misuse. We encourage our employees to participate in our company-sponsored **Employee Assistance Program (EAP)**.

Probationary Periods

Each new employee is subject to a 90-day probationary period. As part of this probation, First Transit conducts new Operator performance **evaluations every 30, 60 and 90 days following training**. At the end of each stage of a new Operator's training, they receive an evaluation of the skills they have learned up to that point.

First Transit's approach to these evaluations is to apply positive reinforcement for desirable behaviors. Frequent evaluations and follow-up when Operators are in the early phases of their employment are critical to solidifying good driving practices and decision-making, shaping our employees in their new role. Training managers can determine if more frequent evaluations are appropriate.

After the probationary period, every Operator undergoes an annual evaluation. Operators are subject to evaluations at any point during their employment deemed appropriate or necessary to assess and develop job performance.

Training Programs

Cross Trained Employees

First Transit believes in cross training our employees to perform multiple essential functions to ensure flexibility of our operations. General Manager Julia Saldana ensures that many of our Fort Bend staff members are cross trained to perform multiple duties, including:

- Road Supervisors, Dispatchers, and Admin staff are all cross trained to drive if needed.
- Dispatchers are cross trained to perform road and safety observations and to report and investigate accidents.
- Road Supervisors are cross trained to dispatch.
- A Road Supervisor will also be trained to perform ITS Specialist responsibilities.
- Our Office Clerk will also be trained to perform Trip Editor responsibilities.

With this philosophy, our Fort Bend operation runs efficiently and benefits from each staff member having a wide knowledge base and the ability to jump into action wherever needed.

Operator Training Program

Operator training has a profound impact on service quality and efficiency. A program that is tailored to the adult learner and focuses on safety and customer service ensures Operators have the tools needed to provide a world-class service that is consistent, reliable, and attractive to our passengers.

We offer true one-on-one behind the wheel training which allows us to focus on building the necessary skills of a professional Operator. Additionally, all our First Transit training materials include FMCSA, FTS and US Department of Transportation compliant reference information.

The Right Content	The Right Delivery
• Emphasis on safety and customer service • Continual updates to curriculum through local, regional, and corporate team collaboration • Incorporation of innovative technology • Customizable training curriculum tailored to participants' needs, skills, and education • Includes all County-specified training requirements	• Transportation Safety Institute-certified instructors who are capable, experienced, registered with the Department of Transportation (DOT), and are Smith System Driver Improvement Institute-certified • Refresher and annual training to promote continued development • Evaluation of participant's progress through quizzes, driving tests, and customer service evaluations to confirm success

The foundation of our industry-leading training program is based on both **the right content and the right delivery**. Comprehensive, relevant content is delivered by experienced instructors – offering Fort Bend County a training approach that is both effective and focused.

New Operators

New Operator training spans a **minimum of 75.5 hours for Operators** and covers the proposed routes, vehicle operations, passenger assistance, customer service, regulatory requirements, safety and security, and other relevant topics that foster a customer-focused, high-quality service operation.

The curriculum for our training program features the following tools, which are designed to inform and solidify our training delivery for each participant:

- First Transit / Classroom Training Manual
- Real world scenarios
- Participant Guides
- Minimum Standards
- Skills Assessments
- First Transit Safe Work Methods with a focus on Injury Prevention
- Skills Station Guide
- Written Test
- Competency Workbook

First Transit's training program is compliant with FTA, MAP-21, and other relevant requirements governing passenger transportation operations.

Selection Process

First Transit's vehicle Operators are the most visible segment of our operations team. In the field, they serve as Fort Bend County's service ambassadors, assisting passengers with getting from point A to point B as smoothly and safely as possible. For this reason, we focus on hiring candidates with a strong aptitude for customer service and safety and provide training which will prepare them to provide world class service for passengers.

As described above, Operators must undergo a rigorous selection and screening process to ensure we hire the very best candidates to transport our most valuable asset – our passengers. Once the candidate completes the hiring process, he or she will enter training.

Classroom Training

Training begins with the classroom phase, designed to acquaint participants with First Transit, the Fort Bend County, and the services offered. Training is facilitated by a TSI-certified First Transit trainer.

Classroom training comprises the following topics, which focus on **the fundamentals of driving and what it means to be an Operator for Fort Bend County and First Transit**:

- First Transit Introduction, Company Policy and Procedures
- Introduction to Fort Bend County: system history, service expectations and objectives
- ELDT Requirements
- Defensive Driving (Smith System)
- Security Awareness (National Transit Institute)

- Drug and Alcohol Awareness Program
- Distracted Driving
- Fatigue/Sleep Apnea Awareness (TSI)
- Managing Emergencies
- Busing on the Lookout
- Basics of Safety
- Safe Work Methods
- Passenger Interaction
- Customer Service
- Mobility Device Securement
- Map Reading/Use/Scheduling
- Communication Use and Operation
- Hazard Communication
- ADA requirements for fixed route, including calling out stops

Following classroom training, participants undergo a one-hour evaluation to confirm they are ready to advance to the behind-the-wheel phase of training.

Behind-the-Wheel Training

To familiarize our new Operators with actual on-road situations and hazards, all Operators complete First Transit's Behind-the-Wheel Training program. This training involves the following phases:

Skills course instruction trains vehicle Operators in maneuvering the vehicle in a secure area. This training uses simulated obstacles and road situations that replicate the proposed service area. Key topics include:



- Vehicle Familiarization—pre-trip inspection, seat adjustment, mirror adjustment, braking, accelerating and transmission
- Reference Points—lane position, right/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
- Go/No-Go Scenarios – situations where participants make decisions using the skills they have learned to determine if it is safe to continue
- Service Stops / Passenger Transportation – approaching and departing simulated passenger pick-up/drop-off locations, proper vehicle positioning, mirror usage, mobility device securement

Controlled course work training is conducted on a one-on-one basis with qualified instructors. This segment of training allows the Operator 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. Operators learn the challenges of routes and service area characteristics and develop skills to predict and manage actual driving situations. Key topics include: Smith System defensive driving, intersections, service stops, backing.

Advanced road-work training is conducted on a one-on-one basis with qualified instructors. No passengers are on-board during road-work training, while the new Operator becomes familiar with service area routes. Operators are credited ONLY for the time they are actually operating the vehicle during road-work instruction. Key topics include: Smith System driving, roadways, expressway/highway driving, intersections, service stops, hours of service, roadside inspections.

After completing behind-the-wheel training, Operators 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.

Cadet-in-Revenue Service Training

The last step in new Operator training – and the transition from instruction to real-world experience – is our Cadet-in-Revenue Service Training. Each new Operator, or cadet, is coupled with an instructor who is typically a mentor or Road Supervisor. 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 instructors 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 Operator performance and ensure continued compliance with the training principles, all new Operators undergo three post-training evaluations. These evaluations are completed 30 days, 60 days, and 90 days following successful completion of the training program. Evaluations provide additional mentoring opportunities for new Operators and additional support as successful members of the First Transit team. Operators who need additional training will be referred to and assessed by management.

Training Syllabus – Classroom Training

Training Topics	DVD/Video	Hours
• First Transit Company Introduction • Employee Handbook • Title IV Civil Rights Act 1964 • BeSafe – Making Safety Personal • Hazardous Communication • Bloodborne Pathogens	• Welcome to First Transit • Hazardous Communication • Bloodborne Pathogens • Busing on the Look Out	5.00

Training Topics	DVD/Video	Hours
• Busing on The Look Out • First Transit Safe Wheels • HIPAA / Fraud, Waste and Abuse		
• Safe Work Methods • Introduction to the Bus • Basics of Safety • Managing Emergencies • Security Awareness • Map Reading • Communication Devices • Navigation and Fare Policies • Smith System • DriveCam Orientation	• Safe Work Methods • Smith System • Basics of Safety • Disabled Vehicles	10.00
• Drug and Alcohol Awareness • Distracted Driving • Fatigue and Sleep Apnea Awareness	• Smith System Distracted Driving • Smith System Drowsy Driving	3.00
• Transporting Passengers with Disabilities • Interacting with Passengers • Diffusing Conflict • Passenger Care While Loading and Unloading • Mobility Aids and Devices • Service Stops and Boarding Zones • Elder Abuse		10.50
• Driving Fundamentals, I & II • Roadway Types • Railroad Crossings		4.00
Red Cross Certification Process		8.00
Final Evaluation		1.00
Total Hours of Training		**41.50**

Training Syllabus – Behind-the-Wheel Training

Topic			Hours
Skills Course (Group Work)			**10.00**
Vehicle Familiarization • Pre-Trip Inspection • Seat Adjustment • Mirror Adjustment • Braking, Accelerating and Transmission • Wheelchair Securement	**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	
Basic Road Work			**4.00**
• Smith System • Intersections	• Service Stops • Backing		
Advanced Road Work			**10.00**
• Smith System Commentary Driving • Roadways • Expressway / Highway Driving	• Intersections • Service Stops		
Total Behind the Wheel Training			**24.00**

Cadet Training	Hours
Vehicle operation in service with a trainer	10.00
Total Cadet Training	**10.00**

Basic Spanish Language Course

Fort Bend County is a culturally diverse community - around 25% of the population is Hispanic. In our experience in similar geographic areas over the years, we have learned that we need to educate our bus Operators to better communicate with the large portion of passengers whose first language is Spanish. As part of our customer service plan, **we will provide basic "passenger-driven" Spanish training** for all our staff—particularly our Operators.

The training will focus on content related to transit services and designed for Operators, supervisors, and staff with customer contact. We list basic greetings and questions on a laminated card given to each Operator and Supervisor that they carry with them. The course includes:

- How to properly respond to a passenger
- How to communicate passenger policies in a simple and courteous manner
- How to resolve basic conflicts in Spanish

- Basic phrases, FAQs, responses to asked questions

Ongoing Vehicle Operator Training

Ongoing employee evaluation, education, and training reinforce concepts and skills learned early in an employee's career. Continual training for Operators provides an opportunity to learn new skills and sharpen existing skills. It also ensures our Operators are up to date on the standards, expectations, and legal requirements imposed by First Transit, our clients, and federal, state, and local entities.

The driving force behind all First Transit training initiatives is exceptional customer service and passenger safety. To ensure we meet these goals, First Transit continually monitors employees' performance in key areas, including:

- On-road safety
- Passenger complaints
- Coworker feedback
- On-time performance
- Route adherence

Reviewing employee performance in these and other relevant areas enables our management to identify retraining and coaching needs. Further, we adjust ongoing training programs when industry and safety standards are modified for improvements.

Operator training, coaching, and mentoring occurs on a daily basis; trainers and managers take advantage of teachable moments through daily observations and conversations with our Operators. Formal ongoing training efforts are captured in two ways – monthly safety meetings and annual Operator evaluations.

Monthly Safety Meetings

First Transit requires 12 safety meetings annually, which are at least one hour. Our corporate safety team provides the Fort Bend County team with the safety topic for the month, along with associated safety posters and a recorded training to use at the meeting. Safety meeting attendance is a condition of employment and is mandatory for all Operators, management, operational staff, and maintenance personnel. Attendance is documented with a sign-in sheet.



First Transit invites Fort Bend County staff to come to any and all of these meetings to provide training on areas of importance to the County.

Annual Operator Evaluation and Recertification

Operators receive a mandatory one-hour ride check/evaluation each year. The Safety Manager or a Road Supervisor will ride with the Operator and evaluate their skills. Based on this evaluation, Operators are either approved, or required to go through four additional training hours.

Dispatcher Training Program

Well-trained and experienced Dispatchers are vital to successful daily operations. Handling everything from Operator check-in to accident reporting and day-of-service adjustments, they serve as the primary contact between the office and Operators in the field. They interact with Operators throughout the service day, providing support and direction for myriad variables that impact service delivery, including traffic and service changes. Proactive dispatching facilitates timely service delivery that exceeds passengers' and the County's expectations.

First Transit's Dispatcher Training Program provides our Dispatchers with understanding of the methods, approaches and skills they need to support our Operators in the field, including customer service, use of technology, and emergency operations.

Selection Process

It is imperative that we select the right candidate for the Dispatcher role. A successful candidate must possess the following abilities:

- Multi-task successfully
- Creatively solve problems
- Handle a rapidly changing work environment
- Make decisions quickly and confidently under pressure
- Maintain a professional working relationship with co-workers and Operators
- Communicate effectively in person and over the radio

Our management team evaluates the individual's current employment record, conducts an interview to assess their proficiency in these areas, and confirms their ability to perform the demanding responsibilities of a Dispatcher.

Mandatory Operator Training for Dispatchers

Dispatchers are typically promoted from within our Operator teams and will have already completed our comprehensive initial Operator training program. This ensures we have a team of Dispatchers who understand the Operator's role in service, which supports effective decision-making during the service day.

A newly hired Dispatcher will first be required to complete all aspects of First Transit's Operator Training Program – including in classroom, behind-the-wheel, and cadetting.

Dispatcher Orientation

Once a Dispatcher has successfully completed our prerequisite Operator training program, they will complete an orientation focused on the goals, practices, and philosophy of dispatching.

Dispatchers learn how to adjust to their surroundings and move from peer to a Supervisor position with the Operators. Our orientation covers the importance of emergency management and protocols, as well as leadership and decision-making.

eLearning Courses

Like most First Transit positions, once our Dispatchers complete initial Operator training and dispatch orientation, they are required to take eLearning courses applicable to their new position. A sample of the courses new Dispatchers must complete include:

- Creating an Effective and Safe Dispatch Environment
- Building Customer Service/Telephone Customer Service
- Recognizing Problem Performance / Steps for Turning Around a Performance Problem / Diffusing Conflict
- Incident and Accident Investigation & Procedures
- Safety Leadership / Reasonable Suspicion / Emergency Procedures
- Sensitivity Training, Passenger Assistance Techniques
- Technology Overview and Training on Tools Provided

Mentorship Program

After the initial training steps are complete, the new Dispatcher is paired with a mentor for hands on experience. This one-on-one training allows new Dispatchers to learn from experienced Dispatchers in the operating environment.

The senior Dispatcher demonstrates the following procedures:

- How to answer radio calls from Operators and provide effective radio communication
- How to use the technology systems to monitor vehicle location and on-time performance
- Monitoring daily service conditions such as traffic, weather, emergencies, and other situations that can impact service
- Assigning Operator manifests, Operator scheduling, handling call-offs, assigning Extraboard Operators
- Communication with the maintenance department on vehicle availability
- Operator check-in and fitness for duty
- Monitoring daily pullout from yard
- Moving trips according to service needs
- Marking No-Shows and adjusting service levels to maintain productivity
- Answering “where’s my ride calls” from passengers
- Taking calls from passengers, same-day scheduling and cancellations

The new Dispatcher participates in this mentor program for approximately four weeks. The first two weeks of mentoring typically consist of the trainee shadowing a more senior Dispatcher. During this time, the Dispatcher-in-training observes their behaviors and learns how to perform in their new role. During the following two weeks, the new Dispatcher demonstrates what they have learned while the senior Dispatcher monitors and coaches them accordingly. Depending on the new Dispatcher’s ability to learn their new role and responsibilities, they may move quickly through the training program than others.

Post-Training Evaluation and Continuing Education

The new Dispatcher will debrief daily with their mentor and other senior Dispatchers. Additionally, a member of First Transit's management team will also complete a well-being check to ensure the Dispatcher is performing satisfactorily in the new role. The management team and other senior Dispatchers are continually available to answer any questions the new Dispatcher may have.

Throughout their careers, Dispatchers will continue to participate in ongoing education to ensure they continue to stay up to date on their responsibilities. Dispatchers receive annual retraining on First Transit's BeSafe program, applicable technology tools and customer service, among other topics.

Road Supervisor Training

Effective road supervision is an essential element of successful daily Fort Bend County operations. Road Supervisors are the first level of management to respond in the event of an incident or accident. They interact with the Operators daily, providing coaching and support for common challenges, such as farebox issues. They facilitate successful service delivery that exceeds established standards. Further, they serve as a front-line customer advocate.

To ensure success in this important leadership role, First Transit's Road Supervisor Training Program is designed to equip our Supervisors with the tools they need to support our Operators and passengers. Training focuses on proactive Operator support and superior customer service. Selecting personnel with natural leadership and problem-solving skills and providing them with a comprehensive, multi-faceted training program ensures their long-term success.

Selection Process

Effective Road Supervisor training begins with the selection of the right candidates. There are certain qualities and proficiencies our local management team looks for in Road Supervisor candidates. In order to handle the demanding responsibilities of being a successful Road Supervisor, individuals must possess:

- Ability to lead
- Professional, effective communication skills with employees, passengers, and clients
- Aptitude for problem-solving

Mandatory Operator Training

In order to prepare Road Supervisors to support safe, efficient, and customer-focused service, they must first understand the challenges Operators face in the field. For this reason, the majority of our Road Supervisors are promoted from within our Operator teams. As such, they will have already completed our comprehensive new Operator training program.

New hires must complete all Operator training program components.

Road Supervisor Orientation

Following Operator training, the Road Supervisor trainee will complete an orientation. This training will cover a wide range of topics designed shift the candidate's mindset from one of on-route service delivery to an awareness of the system as a whole.

eLearning Courses

Once Road Supervisors complete the initial Operator and Road Supervisor orientation, they are required to take eLearning courses. A sample of these courses include:

- Essentials / Understanding a Manager's Role and Challenges
- Building the Coaching Relationship / Using Different Coaching Styles
- Recognizing Problem Performance / Steps for Turning Around a Performance Problem / Diffusing Conflict
- Incident and Accident Investigation & Procedures
- Safety Leadership / Reasonable Suspicion / Emergency Procedures
- Sensitivity Training, Passenger Assistance Techniques
- Technology Overview and Training on Provided Tools

Safety Manager Guidance

After the completion of the initial eLearning courses, our Safety Manager will answer any questions arising from those lessons. They will also guide new Road Supervisors through the completion of First Transit's "BeSafe" Safety Leadership Training. Road Supervisors are instrumental in instilling BeSafe principles throughout our workforce, including proactive safety coaching and positive reinforcement.

The Safety Manager also ensures that the new Supervisor understands each of his or her job responsibilities and how to carry them out. The Safety manager trains new Supervisors on the following responsibilities:

- Completion of all forms, including daily road supervision checklist, Operator observation form and workers compensation form
- Effective use of all technology tools

They Safety Manager will also ensure the Road Supervisor can apply the principals presented in the accident eLearning course by setting up mock accident scenarios and having trainees complete all procedures, including taking pictures, interviewing, paperwork and filing.

Mentorship Program

The new Road Supervisor will then be paired with a senior Road Supervisor, who will serve as a mentor, for the on-road portion of the training. The idea is to allow new Road Supervisors to use what they have learned through the eLearning courses and Safety Manager-provided instruction in revenue service.

The senior Road Supervisor demonstrates the following procedures:

- Walking the yard to ensure Operators are completing the DVIR properly
- Manning the mirror station, ensuring Operators are checking mirrors before leaving the yard
- Completing Operator observations while in revenue service, including mobility device securements, customer service, and uniform compliance
- Completing all necessary forms accurately

- Responding to calls for assistance from Operators, with the new Road Supervisor taking the lead in attempting to provide solutions with the senior Road Supervisor providing support and feedback

Additionally, the mentor will take the new Road Supervisor to common destinations, including agencies and healthcare facilities. This provides an opportunity for the new Road Supervisor to meet and establish relationships with the staff he or she will work with regularly.

A new Road Supervisor will spend a minimum of two weeks in this step in the process, with ongoing support from management and their peer Road Supervisors.

Post Training Evaluation and Continuing Education

Daily debriefs with more senior Road Supervisors and a well-being check conducted by the Safety Manager will confirm the Supervisor is succeeding in his/her new role. The Safety Manager identifies areas for improvement and challenges the employee to further develop his or her skills. The Safety Manager is continually available to answer any questions the new Supervisor may have.

After the initial phases of training, Road Supervisors will continue to participate in ongoing education to hone their skills and ensure they stay up to date on policies and procedures. Road Supervisors receive annual retraining on wheelchair securement, First Transit's BeSafe program, and customer service, among other topics.

Technician Training

First Transit provides unmatched Technician training that leads to higher quality repairs for the Fort Bend County fleet. A well-trained Technician performs quality repairs in a more efficient manner – resulting in a consistent maintenance approach, more reliable fleet, and reduced vehicle downtime.

Selection Process

Like all First Transit team members, maintenance Technicians must pass a thorough background screening. They are selected based on their background, driving record, and maintenance experience.

Skills Assessment

All First Transit Technicians undergo a basic skills assessment to determine their individual skills and suitability for the Fort Bend contract. Technicians will complete a comprehensive online skills assessment to establish an objective knowledge baseline in specific areas. Each assessment measures technical competency to a detailed level of theory, application, and diagnostic ability across several technical areas.



Once onboarded, we use this pre-hire assessment to determine which areas the new Technician should focus on. We have also found this assessment to be an integral step towards improving a Technician's specific skill set and achieving personal training goals.

Customized Training

Based on the assessment described above, First Transit's maintenance trainers will develop an individualized Technician training plan based on contract requirements, fleet-specific topics, and any gaps in the candidate's knowledge or skills. First Transit uses the training resources below to prepare our Technicians to keep the fleet in top condition. Technician training combines hands-on training and mentorship with online training to strengthen our maintenance team's skill level.

First Transit Technical College

All of our maintenance locations use First Transit Technical College (FTTC) for training new Technicians and providing annual required training for experienced Technicians. FTTC is an industry-leading, extensive, interactive, online training program with hundreds of modules specific to fleet maintenance.

FTTC offers numerous courses in support of our Technicians' professional development. These include vehicle maintenance practices and ASE test preparation courses, which include sample ASE-style tests and a timed test duplicating the actual ASE Exam.

FTTC's self-paced modules contain critical content, which 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 required 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.

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.

The First Transit maintenance training team also has a Vimeo channel with dozens of training videos. After Technicians view a video on this channel, they complete the knowledge assessment on FTTC to confirm they have completed their training.

Hands-On Training

After Technicians have completed their FTTC training, they perform hands-on training on-site. Management will observe new Technicians completing jobs, offering constructive feedback and instruction. Managers demonstrates specific skills and procedures and then watches the Technician perform corresponding procedures. This hands-on training ensures that all maintenance Technicians are demonstrating required skills in accordance with Fort Bend County and First Transit requirements and best practices.

Facility, Equipment and Tool Training

All maintenance employees are trained in the use of all equipment and tooling required to perform their job. A trainer provides classroom training and hands-on training in relevant topics, including hoists and jacking equipment, air conditioning equipment, and pressure washers.

Safety Training

Maintenance Technicians will complete safety training to ensure safe work practices in the shop. Following an overview and introduction to First Transit and our employee handbook, Technicians will receive training in the following topics:

General Safety	Maintenance Safety
• BeSafe • Hazard communication • Bloodborne pathogens • Safe work methods • Smith System defensive driving • Substance abuse	• Shop safety handbook overview • Vehicle lift safety • OSHA mandates • PPE

Annual Refresher Training

We require each Technician to participate in at least 40 hours of training each year to increase skills and knowledge of industry technology advancements. Each Technician receives an annual training plan based on new technology, fleet make-up, and improvements needed. First Transit provides staff with online training through First Transit University and First Technical College. This online training provides our staff to learn at their own pace, and provides an extensive catalogue of topics, which include:

- Lean Program Training: Performing 5S Inspections
- Brakes and Braking systems
  - Basic Air Brake Operation
  - Foundation Brake Clinic
  - Wabco ABS
- HVAC Electrical Troubleshooting
- Electrical systems
  - Electrical Basics
  - Load Testing
  - Amp Testing
  - Voltage Drop
- Exhaust & Emissions Aftertreatment
  - Cummins Exhaust Aftertreatment Overview
  - Reductant Heater Tests

ASE Certification

Technicians are encouraged to pursue self-directed continued education credits to advance their knowledge, skills, and careers. To this end, First Transit provides Technicians with ASE courses through Cengage and training and certification testing provided by the National Institute for Automotive Service Excellence (ASE). The ASE training program has a series of 50 tests, which measure skill level in vehicle maintenance and repair. These tests are grouped by specialty including front-end alignment, brakes, air conditioning, electrical, engine repair, and so on.

As mentioned previously in our proposal, **our Fort Bend Maintenance Shop is currently just one certification away from Blue Seal Certification, and actively working on achieving this highly respected qualification**.

ASE-certified Technicians allow First Transit to apply industry best practices to our maintenance operation, bringing significant value to Fort Bend County. Highly trained Technicians make repairs efficiently, correctly, and safely, reducing unnecessary repairs, preventing unplanned maintenance issues, and reducing vehicle downtime.

This program also furthers the professional development of our valued Technicians – an important part of our employee retention efforts. In addition to providing opportunities for career growth, employees can earn bonuses and wage increases by earning ASE Master Technician Certifications.

First Transit encourages ASE certifications consistent with our goal of achieving ASE Blue Seal recognition at each shop. The ASE Blue Seal requires a minimum of 75% of our maintenance team be ASE certified, with one ASE-certified Technician in each area of the shop. First Transit's nationwide maintenance team collectively boasts nearly 3,000 ASE certifications and 183 Blue Seal Certified locations.

Employee Retention

Hiring new employees can be costly, between training costs and lack of experience on the roads, new Operators are more expensive than an experienced workforce. Existing employees have the benefits of understanding their ridership and what is expected of them. They know the area geographically and understand the daily traffic patterns. New hires have to learn all of these important factors, and often times garner more customer complaints than experienced employees.



Retaining quality employees also helps increase the safety of the Fort Bend County passengers, employees, and the community. Experienced employees are aware of potential hazards and are less likely to be in an accident than a recent hire. According to national safety statistics, Operators with less than two years of experience account for 50% of preventable collisions. While our comprehensive training program combats this, no amount of new hire training can compare to years of on the job experience.

The recent wage increase implemented for Operators has already proven extremely effective at helping us to retain Operators. A few of the ways in which we will continue to ensure employee satisfaction and retention are described below.

Employee Engagement and Appreciation

First Transit works with our managers in the area of employee engagement and appreciation, which is critical to retaining quality employees. Each location creates a customized engagement plan to show our employees that they are valued. A few examples of employee appreciation effort at our Fort Bend County operation have included:

- **Operator of the Year Award** from among our operations staff, including public recognition and a $1,000 reward for the selected Operator with an excellent safety record and high on-time performance

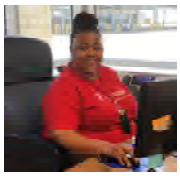
- **Employee Appreciation Days**, ensuring our employees know how much we value them
  - Operator Appreciation Day
  - Technician Appreciation Day
  - Employee Appreciation Week
- **Public recognition** of Operators who maintain perfect attendance and safety records, which encourages similar behaviors throughout the operation
  - Perfect Safety Event
  - Events that publicly recognize Operators who were observed going the extra mile and aligning with our values

Opportunities for Advancement and Professional Development

First Transit understands the value of promoting existing employees when positions become available. A "promoting from within" approach benefits employees who show potential and initiative while also benefitting the Fort Bend County operation by allowing us to retain these employees' knowledge of the service. This approach also allows our workers to understand their own value and contribution to our company's goals.

At many of our operations, our staff members and managers began their careers as vehicle Operators and advanced to their current roles within First Transit. This is true at our Fort Bend operation as well – the following staff members were promoted from their position as an Operator:

- **Latresha Greenwood** - Latresha started as an Operator in 2008 and was promoted to Road Supervisor in 2015. She began working in dispatch in 2020 and is currently routing, scheduling, and assisting our Operators. She has been in the industry for 15 years and is well versed in all procedures from open to close.



- **Tkessor "TK" McGee** - TK started as an Operator and was promoted to Dispatcher in 2021. TK is in charge of morning pullout, keeping Operators on time and monitoring service of customers' trips throughout the day. She knows Fort Bend County like the back of her hand, knows the customers by the sound of their voice when they call in, and knows most of their IDs and typical destinations by memory.



- **Jose Valdez** – Jose started as an Operator in 2021 and was quickly promoted to Road Supervisor in 2022. Jose has been in the transit industry for over two decades and is a military veteran. He is a very valuable part of the team, delivering training and performing accident investigations and road evaluations.



First Transit provides our employees with opportunities for professional growth and will continue to observe all Fort Bend County employees for aptitude in various areas so they may be considered for promotion. This practice supports our employees, our operation, Fort Bend County, and our passengers.

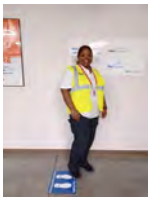
Competitive Wages and Benefits

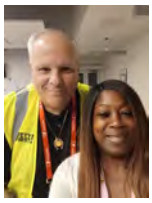
First Transit understands the importance of a robust compensation package to promote employee retention and satisfaction. As mentioned elsewhere in this proposal, earlier this year, our local and region management team identified the need for a wage increase for Operators in order to be fully staffed, and they took action to meet with the County to get a plan in place to make it happen, with excellent results. For our Fort Bend County operation, we also offer a competitive sign-on bonus for Operators, paid incrementally over their first year of employment to promote employee retention.

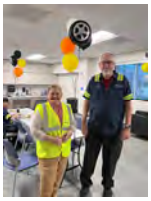
We offer competitive wages based on a thorough analysis of wages in the job markets within which we operate. Further, our benefits packages include medical, dental, vision, as well as life insurance, disability, and vacation/holiday. In addition, we also offer our employees a 401K retirement plan, often with a company match.

Resources for Employee Wellbeing

The mental wellbeing of our employees has never been more critical to our shared success. To protect our employees' dignity and give them the respect they deserve, First Transit has created the **You First** program to create a workplace of positive mental health and well-being. One of these resources is the **Employee Assistance Program**, a free and confidential helpline to reduce stress, improve mental health, and empower our employees and managers to improve their emotional, psychological, and social well-being. This service is available for all employees – not just those participating in a First Transit health insurance plan.



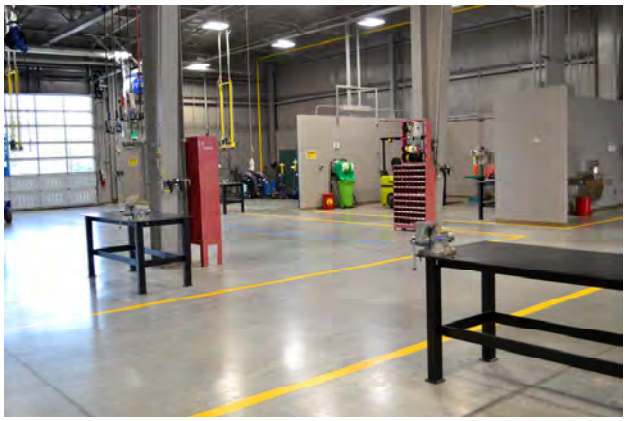



1.3 Maintenance Plan

Protecting the County's Investment and Ensuring Fleet Reliability

Throughout First Transit's more than six decades of experience in the industry operating and maintaining a wide array of transit buses and vehicles, we have found the best fleet practices to ensure safe and reliable vehicles, and have created the most innovative solutions to support our maintenance approach. 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.



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. With our comprehensive program, most of the maintenance performed is scheduled work, improving the customer experience, and saving our clients' money. We commit to taking the best care of the fleets we maintain, extending their useful life, and making sure that the County gets the most out of your investment. First Transit's comprehensive and effective maintenance plan includes:

First Transit manages and uses nearly 12,000 vehicles, in addition to our First Vehicle Services' division performing direct maintenance on over 37,000 vehicles and pieces of equipment.

Keys to Maintenance Excellence	
Rigorous PM Inspections	First Transit's Hexagon Maintenance Information System schedules preventative maintenance for each vehicle. The County will have access to this system for complete transparency of our maintenance program.
Results-Driven Management	Our Maintenance Manager will ensure an effective and efficient maintenance program for the County. The Maintenance Manager will be supported by region and corporate experts in vehicle maintenance.
Effective Communication	Our Paperless Shop streamlines communication in the maintenance department, equipping our Technicians with 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 145 ASE Blue Seal of Excellence Certified Shops, more than all our competitors combined, and provides our Technicians with ASE training. **Our Fort Bend County maintenance shop is just one certification away from achieving Blue Seal Certification**.
Lean Shop Recognition	Lean Maintenance Practices and 5s Processes are methods to improve overall effectiveness and reduce costs by targeting strategic maintenance areas. **Our Fort Bend County operation is Silver Lean Certified**.
Road Call 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 & Custom Training	Each Technician 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.

Preventative Maintenance Program

The backbone of First Transit's maintenance operation is our strong Preventative Maintenance (PM) Program. Proper PM will protect the County's capital investment in the fleet, keep the available fleet operational, and provide safe, reliable transportation to our passengers.

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. We categorize PM inspections into three designations: A, B, and C inspections. Our general intervals and procedures for the Fort Bend County service are shown in the chart below. **All preventative maintenance intervals that our team adheres to either match or exceed those required by Fort Bend County.**

PM Level	PM Service / Interval	Description
PM A	**3,000 Miles**	Engine services, including engine oil filter change, and comprehensive vehicle inspection
PM B	**5,000 Miles**	A-inspection plus transmission fluid changes and other checks
PM C	**9,000 Miles**	A & B inspections plus a comprehensive vehicle inspection of all systems, including wheelchair lifts, A/C system, and a fire risk assessment

The Preventative Maintenance Process

First Transit encourages all employees who have contact with vehicles to be a part of our preventative maintenance process. Service 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 eliminates 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, or approved equivalent parts, and tested prior to service.
- **Tires:** We only use branded tires (Michelin, Bridgestone, and Bandag) 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.

- **Wheelchair 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. Operators 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 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 immediately. 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 paperwork 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.

Technical Assistance Center

We have taken all the vehicle information and best practices from the OEM and vendor resources and put them together in one centralized location, the TAC. The TAC Supervisor is an ASE Master Certified Technician in multiple areas and possesses the thorough knowledge necessary to assist the Fort Bend County Technician in making challenging repairs and finding solutions to ongoing issues. The TAC Supervisor uses service requests to monitor vehicle and fleet trends, which is helpful in future predictive analytics and scheduling preventative maintenance for the County's fleet. When a Technician is working on a vehicle and requires further assistance to diagnose issues or complete the repair, he or she can request help by creating a work order. This seamless communication between Technicians and the TAC takes place via our Paperless Shops technology.

Driver Vehicle Condition Report

The daily vehicle inspections conducted by our Operators 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 Operator training and refresher courses. If a vehicle fails its pre-trip inspection, a Technician 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

Hexagon EAM

Hexagon EAM System, formerly known as Infor, 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 vehicle fleet, Hexagon 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.

Hexagon EAM is a flexible system that simultaneously tracks and monitors the following maintenance activities:

Hexagon EAM 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 vs. non-revenue vehicles.	Effective fuel management means cost savings.
Warranty & Roadcall Management	Track warranties, recall campaigns, and related data. Users can search the database by VIN for vehicles to issue work orders.	The system allows flexibility in management of warranty data.
Parts Inventory	Hexagon EAM 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	Hexagon EAM can generate real-time, on-screen reports in several industry standard categories. Reports track cost per vehicles, Operator, location and equipment type.	This is an essential tool for planning vehicle lifecycle optimization and replacement timelines.
Benchmarking	At the end of every month the maintenance department prepares reports on more than 30 performance statistics.	Monthly comparisons between locations help find trends in maintenance performance.

We implement Hexagon EAM in all our maintenance shops to allow our region and corporate teams to develop trend analysis reports across similar contracts and vehicle types. Hexagon works together with our Paperless Shops platform.

Utilizing Hexagon, our team reviews monthly reports to compare statistics between First Transit locations and to find any recurring maintenance trends.

Maintenance Planning and Scheduling

First Transit uses maintenance planning tools to set efficient schedules. The following chart outlines the tools First Transit uses to plan effective maintenance schedules.

Software	Maintenance Planning Function
Hexagon FMIS	• 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
Paperless Shops	• Gives the Maintenance Manager real-time information on the number of vehicles in the shop, vehicles waiting for parts, and vehicles due for maintenance • Allows assignment of tasks onto 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 County's 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 Hexagon to monitor inventory levels and ensure the right parts are always on hand to keep the fleet moving. We enter every part we have into Hexagon 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 arranges the bins in vehicle maintenance repair system code order. 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

As with scheduled and unscheduled repair items, our parts inventory in Hexagon 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 Hexagon, 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 the County.

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.

Hexagon is a highly flexible program customizable for each maintenance location. We can track parts expenditures, labor rates, warranty information, and other maintenance and repair data, and report it back to management and the County.

Corporate Purchasing Agreements

First Transit can reduce maintenance costs through using our corporate buying power. As a maintenance contractor at the majority of our over 300 locations, First Transit has a relationship with parts vendors providing us with buying power – an ability to bring the County quality parts at a lower cost. **We have 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.

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 defined deadlines to correct any deficiencies. Upon completion, the location is subject to a re-inspection to ensure quality maintenance operations.

Hexagon and Key Performance Indicators

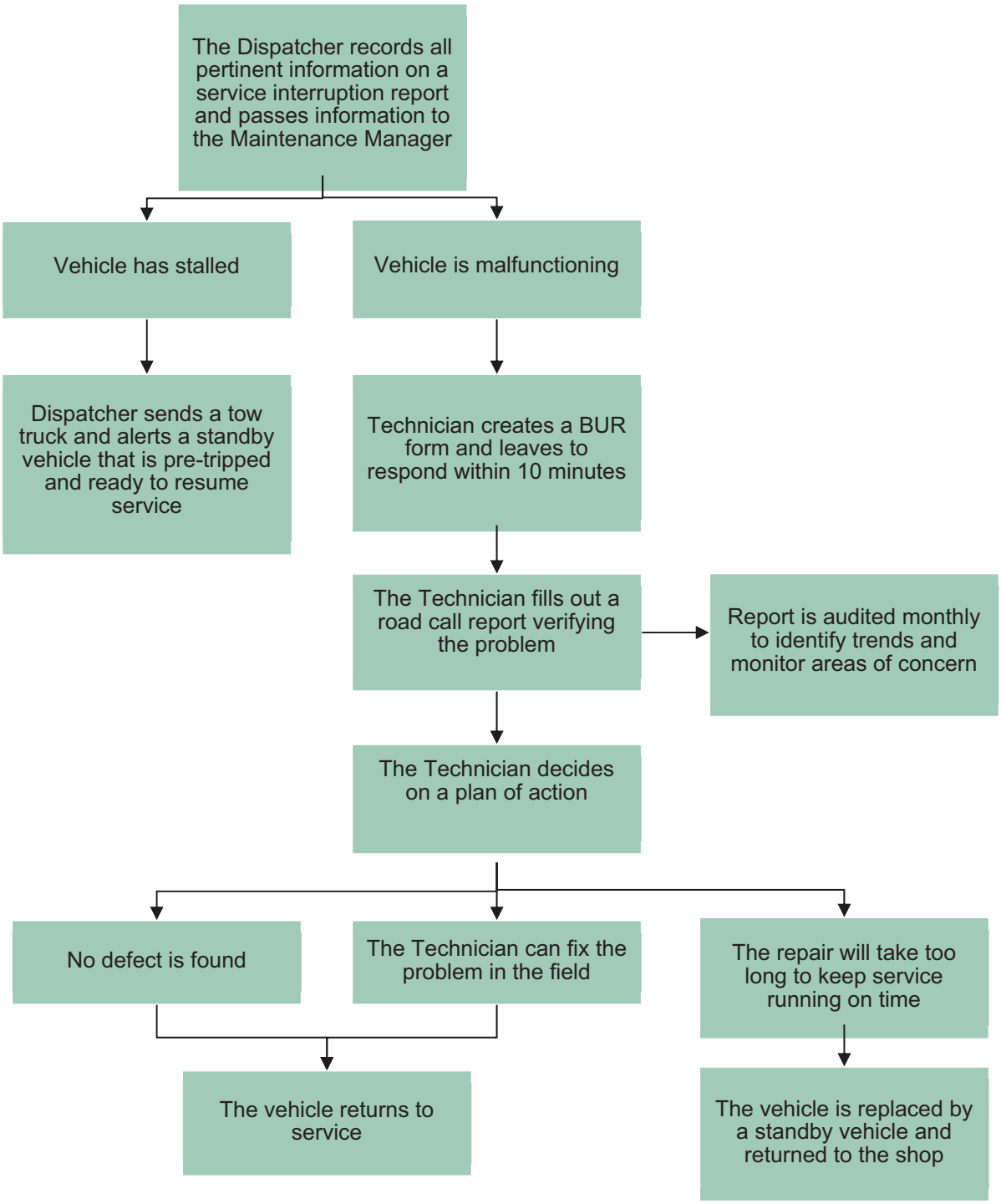
Hexagon is a valuable tool for aiding with Key Performance Indicator (KPI) reporting to ensure the County's fleet is well-maintained and most of all safe for your passengers. Our database allows for continuous trend analysis of target benchmarks for maintenance activities.

KPIs analyzed through Hexagon include:

- Data validation checks at data input
- Status reporting of work orders
- Delays and reasons for delays
- Tailored reporting and exception reports
- Preventative maintenance and parts inventory
- Technician productivity
- Vendors for outside repair
- Fuel and oil consumption and efficiency
- Overhead costs
- Training records

Responding to Road Calls

When vehicles experience mechanical failures, we react with a sense of urgency but never lose focus on the safety of our passengers, Operators, and staff. In case of a road call, the following procedures take place, as shown in the graphic on the following page:


The Dispatcher records all pertinent information on a service interruption report and passes information to the Maintenance Manager
Vehicle has stalled
Vehicle is malfunctioning
Dispatcher sends a tow truck and alerts a standby vehicle that is pre-tripped and ready to resume service
Technician creates a BUR form and leaves to respond within 10 minutes
The Technician fills out a road call report verifying the problem
Report is audited monthly to identify trends and monitor areas of concern
The Technician decides on a plan of action
No defect is found
The Technician can fix the problem in the field
The repair will take too long to keep service running on time
The vehicle returns to service
The vehicle is replaced by a standby vehicle and returned to the shop

There are occasions when mechanical failures do not pose a safety risk to Operators and passengers. In those situations, we do the following:

- The Operator informs dispatch of the problem while continuing the route
- Dispatch arranges an exchange with a spare vehicle.

Each month, the Maintenance Manager will prepare and submit the BUR sheet to Fort Bend County, which details all road calls and the reasons for vehicle change-outs that occurred over that month.

Vehicle Appearance and Cleanliness

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, all vehicle interiors and exteriors are cleaned daily by our Service Workers. The vehicles will continue to undergo these daily cleaning and washing procedures:

- Interiors swept or vacuumed
- Windows and mirrors cleaned
- Seats cleaned
- All accessible areas disinfected in compliance with County and CDC regulations as needed
- Exteriors washed



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 Operators and maintenance teams are committed to providing our passengers with clean, well-maintained, and graffiti-free vehicles. Operators perform pre-trip and post-trip inspections, paying close attention to graffiti that may negatively affect the appearance of Fort Bend County vehicles. The Operator notes any blemishes, scratches, or dents on the inspection report which is sent to Dispatchers, who update the maintenance department with any necessary work orders related to the Operators' findings.

We fully commit to upholding the standards of the County and the requirements in your contract.

Precautionary Cleaning Measures

At First Transit, we are dedicated to the safety of our employees, passengers, and the communities we serve. In the chance that extensive cleaning measures are necessary, First Transit has a cleaning plan in place to ensure that all our operation vehicles are clean and disinfected. To keep our vehicles, clean and sanitized, First Transit follows the Center of Disease Control's (CDC) recommendations for keeping both the hard and soft surfaces clean.

Hard Surfaces

For hard non-porous surfaces such as railings, doors, electronics, and non-covered sections of seats, First Transit follows the CDC's recommendation of cleaning the surfaces daily, using EPA-approved cleaning products that are proven to kill viruses and other bacteria.

In addition, First Transit will work with the County to ensure the operation is following both state and local guidelines for cleaning procedures.

Soft Surfaces

For soft, porous surfaces such as seat coverings and carpet, First Transit uses EPA-approved products recommended by the CDC to sanitize the areas on a weekly basis. In addition, First Transit will monitor all state and local health department guidelines and will work with the County on any additional cleaning measures you wish to include.

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 nationwide 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 seek to obtain for our maintenance facilities. **Our Fort Bend County maintenance shop is currently just one certification away from achieving ASE Blue Seal Certification**. We look forward to celebrating this major achievement with Fort Bend County in the very near future.

The ASE 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 the County that your 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.

FirstGroup America has more ASE Blue Seal Recognized shops than all our competition combined - we have 145 ASE Blue Seal facilities.

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 this completing training are more effective, efficient, and productive.

Lean Maintenance Practices and 5S Processes

Our Fort Bend maintenance shop achieved Silver Lean Certification in June of 2023.

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.

1.4 Subcontractors

First Transit does not plan to use any subcontractors over the next contract term. We are pleased to include the services of the following vendors to provide quality services for Fort Bend County in our proposal.

Fort Bend Towing	JCM / Blue Goose
Fort Bend Towing will provide towing services as needed throughout the next contract term.	JCM / Blue Goose will provide uniforms for our employees throughout the next contract term.

2.

Ability to Perform, Firm's Experience/Qualifications



First Transit

A Transdev Company transdev the mobility company

2. Ability to Perform, Firm's Experience/Qualifications

2.1 First Transit's Experience

While First Transit has extensive experience in operating transit services throughout North America, **nothing qualifies us more to continue provideingFort Bend County Public Transportation than our experience over the last decade as your current service partner for these important transit services**.



The many achievements of our collaborative partnership are described in our Executive Summary and throughout this proposal. First Transit is proud of the successes we continue to achieve with Fort Bend County, and we look forward to achieving even more over the next contract term. We will continue to leverage our nationwide experience, industry knowledge, and best practices to the benefit of Fort Bend County Public Transportation.

Company Introduction

For 67 years, First Transit has been committed to providing safe, reliable, high-quality mobility solutions that connect people and communities. Today, First Transit has more than **20,000 employees** across our transit businesses. We operate and maintain nearly **50,000 vehicles** in more than **300 locations** in the US and Canada, transporting **300 million passengers** annually.

Our expertise lies in providing efficiency, reliability, innovation, safety and customer service for public and private transportation systems. We have hands-on experience with every facet of transportation operations, maintenance and administration. Applied in many operating environments, our varied skills include:

- Traditional fixed route and ADA paratransit services under management contracts or turnkey operational contracts
- Commuter services
- Flexible Route
- Electric vehicle operation and maintenance
- ADA call centers services and brokerage services for human service transportation
- Rural and Urban Transit Systems
- University Transportation Services
- Airport Shuttle Services
- Maintenance and facilities management

- Microtransit mobility solutions
- Autonomous vehicle operations
- Mobility as a Service (MaaS) solutions
- Streetcar systems
- Alternative fuel operations and maintenance, including CNG, LNG, LPG and hybrid
- In-Plant Bus Inspection Services

Our Vision and Values

First Transit's Vision: **We provide easy and convenient mobility, improving quality of life by connecting people and communities.**

Our vision unites our operations and serves as the guiding philosophy under which First Transit addresses our clients' evolving mobility needs. The transportation services we provide are critical to connecting millions of people to their homes, businesses and other key destinations within their cities and surrounding areas. Our services help to create strong, vibrant, and sustainable local economies – leading to prospering communities.

At First Transit, we achieve our vision through our employee's daily commitment to our five core values:



Fort Bend County can be confident we will continue to apply these values to our operation of the Fort Bend County services each day.

First Transit's History

First Transit's history begins in 1955 with its founding as American Transportation Enterprises.

Our company continues to grow primarily through successful contract awards – a result of our reputation of excellence. While our company's name has changed since its founding, First Transit's commitment to our clients, our passengers, and our staff has remained unchanged.

Transdev Acquisition



In March 2023, the sale of First Transit to Transdev North America was finalized. **This sale is a further indicator of our financial stability and combines the complementary strengths of two highly reputable organizations** into a comprehensive provider of mobility and maintenance services in North America.

The passenger transportation and vehicle maintenance industries are transforming rapidly, with new technology and continued emphasis on sustainability that will improve mobility in the communities we serve and beyond. Fort Bend County can continue to count on us for our operational and maintenance expertise, which allows us to help you continue to innovate, prepare and recruit the future workforce, and implement solutions that attract continued ridership.

Joining with Transdev North America positions us to build upon our shared values to provide safe, reliable and innovative mobility and maintenance services, and expands the resources available for our customers, including Fort Bend County.

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:

- Provide management knowledgeable in both fixed route and demand response operations
- Assess operations to provide as many fixed-route rides as possible to provide cost savings to clients
- Ensure proper ADA compliance and maintenance for vehicles to allow accessible operations

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 43 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:

Customer Name	Customer Since	Fleet Size
Yamhill County (McMinnville, OR)	2012	30
City of Pasadena (Pasadena, CA)	2001	36
City of Fargo (Fargo, ND)	2007	43

Customer Name	Customer Since	Fleet Size
SouthWest Transit (Eden Prairie, MN)	1995	59
Eastern Contra Costa Transit Authority (Antioch, CA)	1986	93
City of Plymouth (Minneapolis, MN)	1989	115

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 over 300 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, carefully assess the routes our clients provide. Our ability to provide runcutting services for our clients allows us to develop routes that provide the best options for our clients' ridership, allocate client resources in the most efficient way, and develop a true partnership with each of our clients.

2022 FIRST TRANSIT CUSTOMER SURVEY RESULTS

First Transit's Multimodal Clients – Overall Satisfaction Rating

Scale of 1 to 10

Lorain County (OH): 10

City of Nashua (NH): 10

City of Pasadena (CA): 10

City of Plymouth (MN): 10

Carson City (NV): 10

Eastern Contra Costa Transit (CA): 10

City of Canby (OR): 10

Leveraging Our Demand Response Experience

First Transit has provided demand response and paratransit services since 1985. We currently manage the operation of 46 demand response systems and an additional 43 combined demand response and fixed route services.

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.

Houston Area Experience

First Transit's longstanding partnerships in the Houston area will continue to benefit Fort Bend County in terms of sharing best practices and operational resources.

Notably, many of our valued partners in the Houston area have repeatedly chosen to renew contracts with us, **with several partnerships extending well over a decade**. This speaks to the value and the consistency of our service quality that we deliver.

Our contracts in the Houston area include:

- Houston METRO Fixed Route (Houston, TX)
- Houston METROLift Paratransit (Houston, TX)
- United Airlines Shuttle – IAH (Houston, TX)
- Houston International Airport Rental Car Shuttle – IAH (Houston, TX)
- Eastman Chemical Company – First Vehicle Services (Longview, TX)
- ExxonMobil – First Vehicle Services (Baytown, TX)

Experience with Electric Vehicles

The U.S. is a leading consumer of petroleum and other energy sources worldwide. To mitigate our nation's dependency on traditional fuels and reduce their environmental impact, many transportation agencies are seeking to incorporate electric vehicles into their fleets. First Transit shares in the nationwide commitment to sustainability in transit operations and will be a **valuable partner to Fort Bend County in the future should you choose to integrate electric vehicles into your fleet.** We have extensive experience with electric vehicles and can provide ongoing guidance, management and maintenance of these vehicles.

We recognize the many benefits of electric vehicles, including:

- Reduced costs related to maintenance activities and supplies
- Reduced wear and tear and labor hours related to fueling activities
- Decreased carbon footprint
- Quieter vehicles operating in the community



First Transit has significant experience operating and maintaining electric vehicles on behalf of our clients. In fact, we were one of the first companies to operate all-electric buses. Starting in 2010, First Transit operated the prototype zero-emissions, Proterra Ecoliner electric buses in Foothill, CA in public transit service. First Transit operated, monitored and maintained these first-generation buses. We also previously operated and maintained BYD electric vehicles for Los Angeles Department of Transportation's DASH fixed route contract and Proterra electric vehicles for the DC Circulator operation for the Washington Metropolitan Area Transit Authority. Our investments in all-electric vehicles have proven invaluable to manufacturers who look to First Transit to provide guidance on how to improve their fleet, and we are proud of our contributions to this innovative technology.

Currently, First Transit operates and maintains electric buses for the following contracts, with many more coming online within the next year:

Client Name	Brand	Vehicles	Status
Emory University, Decatur, GA	El Dorado	6	Awaiting Delivery
Harry Reid Rental Car Shuttle	Gillig	20	Delivery in December 2023
University of Tennessee	Gillig	8	Awaiting Delivery
University of Kansas, Topeka, KS	Gillig	5	Currently operating
University of Kansas, Topeka, KS	Proterra	2	Awaiting Delivery
Eastern Contra Costa Transit Authority, Antioch, CA	BYD, Proterra	4	Currently Operating
Columbus Regional Airport Authority (CRAA) at John Glenn Columbus International Airport (CMH), Columbus, OH	New Flyer	3	Currently Operating
Stanford University, Stanford, CA	BYD	47	Currently Operating
City of Visalia, Visalia, CA	Proterra	7	Currently Operating
City of Visalia, Visalia, CA	Gillig, New Flyer	4	Awaiting Delivery
Maryland Aviation—Baltimore/Washington International Thurgood Marshall Airport (BWI), Linthicum, MD	New Flyer	8	Awaiting Delivery
City of Rochester, Rochester, MN	New Flyer	2	Currently operating
City of Rochester, Rochester, MN	New Flyer	14	Awaiting Delivery
Transit Joint Powers Authority for Merced County, Merced, CA	40' NF	14	Awaiting Delivery
Houston Metropolitan Transit Authority, Houston, TX	Phoenix	10	Awaiting Delivery
Summit County, Frisco, CO	Proterra	2	Current maintenance
Delaware Transit Corporation Kent & Sussex County, Wilmington, DE	Proterra, Gillig	4	Currently operating
City of San Luis Obispo, San Luis Obispo, CA	New Flyer, Proterra	2	Awaiting Delivery
University of Tennessee, Knoxville, TN	Gilligs EV; 8 hybrids	8	Awaiting Order
Duluth Transit Authority, Duluth, MN	Proterra	7	Currently Operating
Summit County, Frisco, CO	Proterra	3	Currently Operating
Worcester Regional Transit Authority, Worcester, MA	Proterra	6	Currently Operating
Greater Peoria Mass Transit District, Peoria, IL	Proterra	3	Currently Operating

Client Name	Brand	Vehicles	Status
Valley Regional Transit, Boise, ID	Proterra	12	Currently Operating
Alexandria Transit Company, Alexandria, VA	Proterra/ NFI	14	Currently Operating
Howard County, Columbia, MD	BYD	3	Currently Operating

Experience Similar to Fort Bend County Public Transportation

In addition to the clients overviewed below, we have included a client list of similar operations performed within the past five years in the *Appendix.*



First Transit is proud to be a partner with numerous transit agencies across the country. Each service provides us with valuable experience and knowledge that we share across our nationwide network, bringing industry-leading best practices that are customized to benefit each specific transit system.

Below, we have highlighted services similar to those of Fort Bend County. Please feel free to contact these clients to find out more about the high level of service we offer across the United States.

Houston METRO (Houston, TX)

First Transit and the Metropolitan Transit Authority of Harris County Texas (Houston METRO) have been partners in providing public transportation together since 1991. Our commitment to METRO has grown from 80 vehicles to nearly 200 vehicles operating from METRO's Northwest Bus Operating facility. First Transit is responsible for management, operations, and maintenance.

We currently operate two services, the Northwest Bus Operating facility that is a 250 bus transit fleet and supports fixed route, commuter services. We also operate MetroLift paratransit services for half of all paratransit rides performed by Metro on daily basis.

"First Transit is professional and keeps their commitments." —Houston METRO Client Feedback

Houston METRO			
Customer Since	2007	Fleet Size	197
Contact	Jeremy Schoech, Director of Contract Operated Services 713.739.6051 jeremy.schoech@ridemetro.org		

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 people with disabilities
- 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 people with disabilities.

We are also proud of the long-standing partnership that has developed over the last 32 years with the Tri Delta staff and board.

Tri-Delta Transit			
Customer Since	1986	Fleet Size	93
Contact	Jeanne Krieg, CEO/General Manager 925.754.6622 jkrieg@eccta.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 five 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.

Johnson County Transit			
Customer Since	1991	Fleet Size	100

Contact	Josh Powers, Operations Manager 913.715.8921 joshua.powers@jocogov.org

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.

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!

SouthWest Transit			
Customer Since	1985	Fleet Size	59
Contact	Mr. Len Simich, Chief Executive Officer 612.974.3101 lsimich@swtransit.org		

2.2 Local Management and Staff

The key to any successful operation is an experienced, motivated, and high-performing management team. Our Fort Bend County local management team brings unrivaled knowledge of your operations, service area and community, proven knowledge of the transit industry, experience leading successful organizations, and the energy and passion for delivering efficient operations.

In the spirit of a true partnership a representative of our management team will always be on call to respond to Fort Bend County concerns or emergencies, ensuring proactive and responsive service 24 hours a day. Our local management team will continue to assume responsibilities as outlined in the Guidelines for Contracted Services Providers document.

We have included resumes for our key personnel as an **attachment**.

Fort Bend County Local Management Team

General Manager Julia Saldana



- **13 years of experience in the transportation industry**, with 11 of those being in a management role
- **Intimately familiar with Fort Bend County** operations and the local community, with strong ties to the Houston paratransit community
- **Strong leadership experience** with 25 years of experience managing large groups

- Personal management philosophy based on **respect, dependability, support, and industry knowledge**
- Has completed First Transit's **BeSafe Leadership Training**

First Transit is pleased to propose Julia Saldana continue to serve as General Manager for our Fort Bend County operation. Julia is a skillful and dedicated General Manager who consistently improves service performance by meeting operational goals and planning for future needs. Julia aims to streamline day-to-day operations and works hand-in-hand with Fort Bend County to serve the best interests of the local community. Her familiarity with all aspects of Fort Bend County, the operation, and the community make her the natural choice to continue as General Manager. She works diligently each and every day to make the Fort Bend County services successful while supporting and uplifting her employees and understands the County's goals for the future of the service as well as pain points.

Julia provides knowledgeable support and leadership for staff and Operators, and effectively manages all essential tasks to keep the Fort Bend County transportation services running smoothly. She is a highly focused and results-oriented manger, supporting deadline-driven operations, and is able to identify goals and priorities and resolve operational issues. Over the current contract, Julia has achieved numerous accomplishments:

- Advocated for and ultimately implemented a wage increase for Operators that led to the operation being fully staffed and have positive impact on on-time performance
- Been instrumental in the recovery Fort Bend County services after the COVID-19 pandemic, reestablishing all routes and achieving full staffing despite severe challenges
- Made it a priority to engage with the community, reaching out to local agencies such as Fort Bend Seniors to establish partnerships and provide support and training
- Implemented new policies to reduce the amount of paper and printing used, decreasing the negative impact on the environment; including eliminating paper manifests
- Moved Safety Meetings to a time that encouraged more participation and effectiveness
- Implemented hydration breaks for Operators during the extremely hot months to reduce fatigue
- Added a line to Dispatch for Operators to call for assistance, which led to an increase in on-time performance

Over the next contract term, Julia plans to continue making improvements to the service anywhere she can and intends to remain strongly focused on on-time performance. She also would like to add targeted training to address Fort Bend County areas of concern. Julia also intends to continue fostering new and existing partnerships within the local community and with Fort Bend County personnel. Finally, she plans to take the initiative to establish even more Operator and staff appreciation events and gestures. She recognizes how far these actions go in creating a positive working atmosphere and in retaining our valuable team members.

Julia will continue to perform all on-site management duties on your behalf, and with complete decision-making authority on the operation of transit services. She will not be assigned partial responsibility for any other transportation operation while serving in the capacity of General Manager.

Responsibilities

- **Primary Contact** – Julia will continue to serve as the primary contact for Fort Bend County – she will continue to meet with Fort Bend County at least weekly 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** – Julia will still handle contract compliance, the performance of the managers, Operators, dispatchers, reservationists, maintenance workers, 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** – Julia'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. Julia will correspond directly with Fort Bend County staff on compliance and operational issues.
- **Operational Data** – Julia 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 our Region Management Team 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. Julia will coordinate emergency procedures, and ensure that personnel are properly notified regarding matters having a potentially adverse impact on operations. Julia will continue to submit all required daily, weekly, bi-weekly, monthly, quarterly, annually, and as needed reporting to the County in a timely manner.
- **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 Vice President Paul Buharin, Julia 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.

Assistant General/Operations Manager Paula Cooper



First Transit is also excited to propose Paula Cooper as Assistant General/Operations Manager for our Fort Bend County Operation. Paula will continue to ensure operations efficiency and performance. As a member of the Fort Bend management team since 2021, Paula has an in-depth understanding of the Fort Bend County Public Transportation system, the operation and the customers. Previous to her role within Fort Bend County, Paula has served as an Operations Manager in numerous other transit operations.

Paula 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, Paula has proven to be a highly valuable manager within the Fort Bend operation.

Responsibilities

- **Management Support** – Paula will be accountable to our General Manager for the quality of service delivery and will support Julia with daily operational activities. She will also develop labor requirements for dispatchers and Operators.
- **Employee Relations** – She will coordinate personnel hiring, recruitment, and training with the safety manager.
- **Operational Oversight** - Paula will check and evaluate 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, and other operation related functions.
- **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. Offers direct operational oversight to deliver safe and reliable operations for Fort Bend County with our dispatch and operating personnel delivering passenger satisfaction.

Maintenance Manager Kenneth Kerbaugh



First Transit is also very pleased to propose that Kenneth Kerbaugh continue as Maintenance Manager for Fort Bend County services. Kenneth has over 20 years of maintenance experience, has forty ASE certifications, and is an ASE Quad Master Certified Shop Manager, a rare and impressive accomplishment in the transportation maintenance industry. Kenneth's depth of understanding of the various vehicles in service at Fort Bend County is valuable and benefits the County in many ways that would be nearly impossible to replace.

Kenneth began his transit maintenance career at New Jersey Transit, serving as Senior Maintenance Instructor. Throughout his roles in transit maintenance, he 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 his impressive forty ASE certifications, Kenneth is a certified ASE instructor and has helped develop ASE Training Programs. Under his management, the shop will soon achieve ASE Blue Seal Certification, as it is currently just one certification away.

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** – Kenneth will remain 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.
- **Maintenance 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. Kenneth will continue to review repair orders and maintain accurate maintenance records. He will communicate availability of vehicles for service with dispatch and other operations personnel. He will ensure compliance on a day-to-day basis with Federal, State, and Fort Bend County requirements. Kenneth will also ensure a safe environment and that all maintenance and related activities are in conformance with policies and regulatory requirements.
- **Safety and Security** – Kenneth 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. He will 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

Fort Bend County Region Management Team

First Transit's region management team will support the Fort Bend County operation throughout the contract term, assuring the County's satisfaction with our operation. This team's diverse qualifications and experience will provide support for our local team across the Fort Bend County operation, including the areas of safety, training, maintenance, administration, accounting, insurance claims management, and human resources.

Central Region Support	
Paul Buharin, Region Vice President: Paul has over 31 years of transit management experience in fixed route, employee shuttle, Dial-a-Ride, and University shuttle work. His extensive experience gives him a unique perspective for operating a successful transit operation, based on decades with First Transit in successive management roles. His analytical skills quickly turn operating data into recommendations for service delivery improvements. Paul is regularly asked to meet with our clients, their citizen advisory committees and other interested parties to ensure First Transit's performance exceeds expectations	
Clint Wellard, Region Director of Safety: Clint will support our safety- and training-focused activities. He will work with our project manager to formulate strategies to reduce incidents and injuries. He will also support our local operation's compliance with company policies and local, state, and federal laws as they related to safety, health and security. Clint has more than 20 years' experience in the transportation industry.	
Tom Greaves, Director of Maintenance: Tom handles the area oversight of fleet maintenance. He works closely with each location maintenance department to develop and maintain strict policies concerning the safe vehicle operations. 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	
Nita Mauer, Human Resources Manager: Nita began her career in Human Resources in 2004 as a Human Resources Assistant. She progressively increased her responsibilities and became Human Resources Manager at First Vehicle Services in 2014. In this role, Nita is responsible for providing human resource oversight and assistance to First Vehicle Services' contract locations. Nita has more than 15 years of experience in the field of Human Resources and has served in her role as Human Resources Manager for the past eight (8) years	

Job Descriptions

First Transit will provide a professional management team, operations staff, and support personnel to serve Fort Bend County's complete transportation needs. The following is a brief overview of each job description. Each position will adhere to the responsibilities set forth in the Guidelines for Contracted Service Providers included with the RFP.

Position	Responsibilities
General Manager	• Oversee all operations, maintenance, safety, and administrative duties • Serve as primary liaison with customer • Lead and support all project personnel • Maintain strong safety culture and encourage continuous improvement
Assistant General/Operations Manager	• Ensure safe, efficient, and successful service delivery • Focus on achieving key performance indicators • Maintain customer service performance across the team
Safety Manager	• Perform accident investigation and reporting • Provide classroom training for vehicle operations, customer relations, passenger assistance, and defensive driving • Coordinate behind-the-wheel training • Lead and facilitate safety meetings
Road Supervisor	• Communicate job requirements and responsibilities to Operators • Serve as first-line supervisors for Operators • Respond to accidents, injuries, and in-service vehicle failures • Observe Operators in service to confirm timeliness and safety • Correct safety problems on the scene and document violations • Provide support to passengers and public • Coordinate with dispatchers to restore on-time service • Advise Operators and dispatchers of street conditions and hazards
Lead Dispatcher	• Manage and track daily trip performance • Manage emergency situations for vehicle Operators • Serve as liaison between Operator, supervisor, and emergency services
Dispatcher	• Manage on-time performance of vehicle Operators • Monitor service continually using scheduling system • Coordinate prompt and appropriate responses to operational issues
Customer Service Specialist	• Take trip calls, negotiate rides, schedule trips, and manage daily manifest schedules • Respond to “Where’s My Ride?” and other customer inquiries • Maintain customer schedules, resolve service issues, and provide excellent customer service • Coordinate with County staff to investigate and respond to customer complaints
ITS Specialist/Road Supervisor	• Coordinate with Fort Bend County ITS Manager to maintain software and hardware functionalities • Road Supervisor duties as described above
Payroll Clerk	• Distribute mail, prepare overnight packages, and maintain supplies

Position	Responsibilities
	• Facilitate business information and administrative activities in support of management personnel • Prepare financial and statistical data • Payroll and benefits administration • Timely, accurate collection and reporting of service data
Office Clerk/Trip Editor	• Verify all Operator hours in Novus to assist with billing • Provide call-taking in dispatch • Upload the daily schedules • Ensures trips information is recorded correctly • Confirms times in Geotab
Vehicle Operator	• Serve as primary passenger-relations contact, providing exceptional customer service • Transport passengers with a focus on safety • Perform pre- and post-trip inspections to confirm vehicle safety and operability • Assist passengers as needed
Maintenance Manager	• Oversee exceptional quality and efficiency of maintenance • Schedule and administer fleet maintenance, coordinating vehicle availability with dispatch and operations • Assist in troubleshooting equipment issues • Ensures proper training of maintenance Technicians
Lead Technician	• Develop daily work plan and supervise Technicians • Assign resources as needed
Technician	• Identify and resolve mechanical issues • Perform safety inspections and ensure vehicles are in good repair in accordance with manufacturer, Fort Bend County, and First Transit standards • Preventive maintenance, diagnosis, service and repair of steering, suspension, brakes, engines, transmissions, differentials, electrical, wheelchair lifts, and air conditioning systems • General preventive maintenance, including tire repair and replacement, lube/oil/filter servicing, brake repair, and general minor maintenance repairs • Fueling and inventory control, as needed
Service Worker	• Clean, fuel, detail, and service vehicles • Janitorial and landscaping

2.3 Financial Condition

First Transit's Financial Strength

With annual revenue of more than $2.6 billion, our parent company Transdev's financial strength and stability are unparalleled. We have the financial wherewithal to fund all ongoing operations and maintenance throughout the term of this agreement.

Ability to Perform the Services Required

Transdev Investment

In March 2023, the sale of First Transit to Transdev North America was finalized. **The sale does not negatively impact our ability to perform the services under this contract in any way**. In fact, it is a further indicator of our financial stability and expands the resources available for our customers.

Other Conditions

First Transit is not currently subject to any litigation, lawsuit, court action, bankruptcy, planned office closure, impending merger, or other matter that would materially affect our ability to complete the upcoming contract with Fort Bend County.

Financial Statements

Included on the *USB Appendix* provided with our submission are the most recently audited financial statements for First Transit. These financial statements demonstrate that we possess substantial financial capacity and stability to fulfill our obligations under the terms of this RFP.

2.4 Fleet Listing

We have proposed the addition of 10 buses to serve as a contingency fleet as required in the RFP documents.

However, we strongly advise the County to re-evaluate the actual benefits of these additional vehicles. Currently, we have eight buses in the operation that are currently used infrequently. It is important to note that the procurement and maintenance of such a large contingency fleet translates to several hundred thousand dollars of annual expenditure. This significant investment could instead be redirected towards augmenting the County-owned fleet, making pivotal transit improvements, investing in cutting-edge technology, or funding other essential enhancements that can potentially offer a greater return on investment for the residents of Fort Bend County.

We suggest as a cost-effective alternative scaling down the size of the contingency fleet to a maximum of 4-5 buses. By doing so, Fort Bend County would still achieve the primary objective of ensuring transportation reliability and resilience. More importantly, this streamlined approach would benefit the County through a meaningful reduction in costs. This balanced strategy allows Fort Bend County to maintain operational flexibility while allocating funds more efficiently to other pressing priorities.

Proposed Contingency Fleet

Year	Quantity	Model	Fuel Type	Seating	ADA	Mileage	Sample Image
NEW	3	Toyota Sienna ADA Van	Gasoline	2 + ADA	Yes	NEW	
NEW	4	Starcraft Allstar	Gasoline	22 Seated	Yes	New	
NEW	3	Starcraft Allstar XL	Diesel	40 Seated	Yes	New	

Interim Fleet – Currently in Place for Fort Bend County

Ensuring continuity in operations and bolstering resilience are primary considerations for Fort Bend County's transportation infrastructure. Given the impending transition, we believe that retaining a contingency fleet is not just beneficial, but imperative. We are optimistic that our newly proposed contingency fleet will be in place by Q2 2024. However, in the interim, we propose to continue with our existing fleet, comprising eight (8) buses. This fleet will remain on-site until the new fleet's arrival. This will ensure there is no gap in the service or any potential disruptions to the County's operations.

It's crucial to emphasize the logistics of procuring a new fleet. Typically, the lead time for obtaining a contingency fleet varies, ranging from 3-6 months, contingent on the make and model of the buses.

External factors can also impact this timeline. For instance, potential labor strikes by the UAW against the big three automakers could extend the production schedules, pushing delivery dates even further out. Such unpredictable scenarios reinforce the importance of our existing contingency fleet. By having this fleet in place, we are not only ensuring uninterrupted service but also providing added stability and security for Fort Bend County's transportation needs.

2.5 Safety Certifications

We have included Safety Certifications for our key personnel in the Appendix.

2.6 Continuity of Operations Plan

We have included our current Fort Bend County Continuity of Operations Plan on the *USB Appendix*. This plan is scalable, site specific, and designed to manage incidents at all levels and complexities. It focuses on maintaining service continuity while protecting our employees, our passengers, and the public. Although the impact from various disasters may be similar, identifying and assessing the most likely risks and hazards helps us prepare more effectively. Our Continuity of Operations Plan is designed to protect affected people and property, whether the emergency is environmental, technological, or operational.

Fort Bend Chemical Plant Evacuation Assistance

We are committed to being a reliable partner to Fort Bend County and the community in the event of any emergency. One example of the support we've provided to the County is provided below.

On an evening in September of 2022, as multiple Operators' shifts were ending, our team received a call from the Fort Bend County Director of Transportation that there was an emergency underway at a local chemical plant which had caused a toxic chemical to be released into the air, and evacuation assistance was needed. Several Operators immediately volunteered to assist and awaited the County Sherriff to arrive and escort them to the scene. Although our team was not ultimately utilized for evacuations to due the potential for them to be put at risk too, their swift actions and willingness to volunteer to help were much appreciated. The County can rest assured that our team is prepared, trained, and willing to assist in emergency situation should they arise in the future.

2.7 Safety Plan

Support Throughout COVID-19 Pandemic

COVID-19 has changed our world, impacting our daily lives by forcing us to rethink how we approach safety in our everyday activities. In this new paradigm, First Transit – a global leader in transportation – is at the forefront of determining how to provide essential transportation services in the safest manner possible during the pandemic. **Ensuring the safety of our passengers and employees is our top priority.**

Further, it is of paramount importance that we continue to meet our passengers' transportation needs without significant impact due to added safety measures. First Transit remains committed to providing consistent, world-class, reliable service every day.

We have stood side-by-side with Fort Bend County to overcome this significant challenge over the current contract period – providing safe, reliable transportation during the COVID-19 pandemic. When the pandemic occurred, First Transit stepped up to the forefront of determining how to provide essential transportation services in the safest manner possible during a pandemic. Our local Fort Bend County team went above and beyond, frequently updating safety policies in lockstep with CDC guidelines as the situation evolved, and complying with and enforcing mask mandates to protect the community. As we serve numerous medical centers, and at times needed to transport COVID-positive passengers, all safety precautions were strictly observed.

Our efforts to mitigate the impact of the pandemic in Fort Bend County have included:

- Ensuring the safety of our workforce and passengers by immediately implementing effective protocols and by sourcing personal protective equipment – temperature checks, masks, gloves, hand sanitizer, and cleaning supplies
- Installed an effective Operator shield to protect Operators on all vehicles
- Increased vehicle cleaning, sanitization, and made use of the County-provided Halo disinfectant machine to further ensure employee and passenger safety
- Enforced proper social distancing mask use on vehicles

Ensuring the safety of our passengers and employees remains our top priority, and we will continue to search for identify best practices to ensure we succeed at this no matter what.

Providing Safe, Responsible Transportation Services During the Pandemic

Procedures to Ensure Passenger Safety

First Transit is dedicated to the safety of our passengers and the communities we serve. To this end, we must ensure a safe environment inside our vehicles, one that is free from viruses and bacteria. We have implemented enhanced cleaning procedures which follow Center for Disease Control guidance for sanitizing and cleaning.

Additionally, First Transit will work with the County to determine any procedures needed to protect passengers, based on evolving Federal, State, and local guidelines. This may include requiring passengers and Operators to wear masks while onboard, limiting passenger capacity to ensure social distancing can be maintained while on the vehicle, and/or installing partitions between the Operator and passenger areas.

Procedures to Ensure Employee Safety

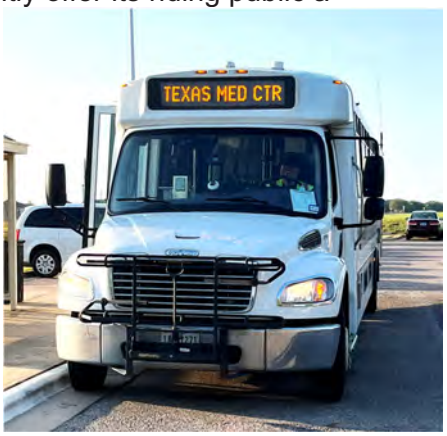
Every effort has been made to protect our employees providing these essential services, keeping communities moving during public health crises. Efforts at our locations to protect our employees and the passengers we serve follow Center for Disease Control recommendations and include:

- Enhanced cleaning procedures for vehicles and workspaces
- Installation of hand sanitizer stations in every location
- Disbursement of personal protective equipment (PPE) that regularly includes masks (both cloth and disposable) and high-quality gloves (minimum of 5 mill)
- Installation of plastic shields and barriers to protect Operator space
- Avoiding close contact when possible and promoting thorough, efficient handwashing
- Holding daily operations meetings and security meetings to keep our team informed and make updates to our procedures as necessary
- Implementing alternative operational procedures to eliminate potential for contamination, such as passengers entering the bus through the rear only

First Transit will continue to work diligently to ensure our employees are safe and protected in the provision of their vital responsibilities.

First Transit's Safety Approach

With a consistently safe service, the Fort Bend County can confidently offer its riding public a superior transportation experience. From on-road operations to the dispatch office to the maintenance shop, every employee is responsible for the safety of the service we deliver. To achieve this, First Transit has created a comprehensive safety plan that empowers employees to impact safety performance and provides the tools to do so.



The goal of First Transit's safety approach is achieving "Zero Harm," which means **zero accidents, incidents, or injuries**. Our approach to achieving this goal is twofold: establishing safety as a core value through our BeSafe approach paired with the policies and procedures comprised within our Safety Management System.

Establishing Safety as a Core Value

A safe mentality drives safe practices, which generates consistently safe performance across the operation. To this end, we have created **BeSafe,** our company-wide safety transformation approach. BeSafe is a **proactive** approach to safety, which focuses on eliminating potentially unsafe behaviors before they become unsafe events.

This program teaches that, by making safety a personal core value, we can reduce or eliminate accidents and incidents in our workplace. With a strong sense of what is safe and what is not, our employees begin to replace risky behaviors with safe ones.

BeSafe is based on the principles of knowledge, recognition, openness, learning, and courage.

Influencing Safe Behaviors

BeSafe concentrates on Positive Reinforcement. In our experience, recognizing safe behaviors and rewarding them has the strongest impact on behavior. By contrast, through negative reinforcement, punishment, or penalty based approaches, safe behaviors only result in avoiding negative consequences (e.g., reprimands and fines).

To establish safe habits, our reinforcement approach must be continuous. Our Managers and Supervisors regularly interact with our employees to recognize and laud safe practices – preventing our team from regressing to the unsafe behaviors that have been corrected.

BeSafe Safety Leadership Program

The BeSafe Program employs the Safety Leadership Coaching Process, which teaches our Managers and Supervisors to recognize, influence, and reinforce safe behaviors as they happen. BeSafe uses a systematic process for shaping the critical behaviors that drive safety results:

General Manager Julia Saldana has completed our BeSafe leadership program.

- **Planning:** This effort focuses on linking behaviors to results. Managers and Supervisors engage in this planning process to deliver Touchpoints to individual staff members.

- **Touchpoints:** These are daily, planned positive coaching interactions that recognize safety-critical behaviors through positive reinforcement. These interactions are designed to be brief (2 – 3 minutes) and pinpointed to one specific action or behavior.
- **Group Debrief Sessions:** These once-per-week meetings take place between a group of Managers and Supervisors. The most senior manager of the group facilitates the session. Each participant shares one example of a successful Touchpoint with the team, and the remaining members of the group provide them with feedback. In this manner, we refine and improve how we deliver our Touchpoints to the staff, ultimately making the Touchpoints more effective.

Safety Management System

Our safety management system (SMS) is the second pillar of our safety approach. The SMS outlines policies and procedures which are designed to promote a productive, healthy, and safe environment while ensuring compliance with all safety requirements. It also defines roles and safety-related responsibilities within our organization. **The development and maintenance of an effective safety management system is the cornerstone of our company's corporate due diligence.**

The SMS complies with FTA and FMCSA requirements and is customized to each location. The SMS includes the following components.

Multi-Leveled Safety Management Structure

Our safety management structure comprises local, regional, and corporate personnel with specific responsibilities related to safety. At the local level, safety management extends beyond our management team by engaging employees from across the operation to serve in safety-focused committees.

Annual Review and Update of the Public Transportation Agency Safety Plan

Prior to the beginning of each fiscal year, First Transit's Safety Plan is reviewed by executive management and revised based on the safety data collected and analyzed throughout the previous year. The revised plan is then disseminated to all First Transit locations for implementation. Further, as policies/procedures and training techniques change throughout the year, they are updated and communicated throughout the organization.

Safety Performance Targets

The SMS also identifies safety performance targets consistent with client, local, and national standards. These are established based on the service type and include fatalities, injuries, safety events, system reliability, and client-specific metrics.

Employee Safety Standards

Consistent with the values comprised within our BeSafe program, First Transit requires employees to perform their daily duties according to the following standards:

- Prevent Injuries
- Follow Safety Guidance
- Wear protective clothing and equipment (PPE)
- Make repairs safely
- Report safety incidents
- Perform Safety Checks
- Keep work area clean and tidy at all times
- Use tools and equipment correctly
- Lift safely
- Provide safety input

Safety Communication

The Safety Manager has primary responsibility for safety communication, coordinating with staff to discuss and resolve safety issues that arise. Within this responsibility, the Safety Manager has the authority to correct or suspend work for conditions determined to be unsafe, or would pose a hazard to customers, employees, contractor employees, the general public, or endanger the safe passage of vehicles, until the unsafe condition or hazard can be mitigated or corrected.

First Transit has numerous regional and executive safety committees that meet routinely to address safety concerns and ensure our companywide safety approach is current and effective.

Safety Reporting

It is vital that accidents, incidents and injuries, and near misses are reported. We analyze this data to ensure continual improvement in developing safe habits and transparency with the County. **We emphasize accurate, honest, transparent, and proactive communication with the County, and with each other.** Types of required reporting include:

- Near misses and hazards
- Accidents
- Passenger Incidents
- Threatening or suspicious activities
- Wrongdoing or illegal acts

We provide feedback to our Operators/staff in a timely manner to minimize repeat incidents. Self-reporting is also encouraged. Anyone who reports his/her own violation will receive due consideration regarding disciplinary action that may be taken.

Safety Discipline

First Transit uses a tiered approach to determine possible disciplinary actions. Infractions that lead to disciplinary action are categorized into four categories: Dischargeable offenses, serious violations, secondary violations, and lesser violations.

While First Transit's BeSafe program focuses on positive reinforcement, First Transit expects full compliance with our strict operating regulations regarding safety and injury prevention. If an Operator is involved in a preventable injury or collision, he or she is placed on administrative leave pending the outcome of the investigation.

First Transit considers the Operator's contribution to the cause of the injury or collision in disciplinary action. 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.

Safety Risk Management

Risk Identification

Safety risk management is critical to the ongoing success of our overall safety approach. Our risk management approach focuses on hazard identification, reporting, and investigation. These steps enable prompt correction, resolution, and removal of hazards. This process considers four main areas: Environment, transit service characteristics and agency policies, road layout, and Operator qualifications.

Risk management is the responsibility of every employee, with leadership from the local management team. Managers are equipped with tools to support hazard identification and analysis, including safety data reports, checklists, forms, and procedural guides. Once the hazard is identified, it is categorized. The Safety Manager then determines the likelihood of occurrence. Based on this analysis, management will make determinations regarding risk acceptance and determine a course of mitigation. When a hazard cannot be removed, First Transit's local team incorporates related topics into our training program to mitigate the hazard.

Risk Mitigation

The goal of risk mitigation is to reduce the risk to its lowest practical level, if not eliminate. To this end, the local team identifies whether risks can be eliminated or controlled.

This risk resolution process is managed by the Safety Manager through our "Safety Toolbox." The Safety Toolbox is an online tool by which we record safety-related events, review safety-critical data, and track corrective actions, which include the debriefs and Touchpoints comprised within our BeSafe approach. This tool drives effective analysis of safety performance and our local team's understanding of the safety environment.

Safety Assurance

Service Performance Monitoring and Measurement

Safety performance management relies on established performance benchmarks to measure First Transit's success. We tailor these benchmarks to the County's standards, as well as company and regulatory requirements. To manage performance, First Transit monitors and tracks undesirable behaviors with appropriate follow-up. We also generate daily and monthly reports on safety statistics. Finally, proactive communication with region management regarding safety events is key to monitoring and mitigating safety concerns.

In-Service Supervision

Our Road Supervisors are in the field during service to monitor Operator safety performance. They observe Operators' driving skills and habits, passenger assistance techniques, and other safety-critical tasks in service to ensure consistency and correctness. Our Road Supervisors will also confirm compliance with First Transit, County, and regulatory safety requirements.

Through their observations, our Road Supervisors identify safety problems and other challenges impacting service quality. They will report or correct the concern as appropriate and work with dispatch and the management team to coordinate mitigation efforts.

Confirming Fitness for Duty

In order to provide dependable service, employees must be able to perform the essential duties of their jobs in a safe, secure, productive, and effective manner, without presenting a safety hazard to themselves, other employees, our passengers, or the public.

To confirm fitness for duty, Operators must complete a positive check-in procedure each day. A Dispatcher or Supervisor will make eye contact with the Operator and ask key questions to determine the Operator is physically, psychologically, and mentally competent to perform his/her assigned duties and responsibilities. This includes being well-rested and not under the influence of drugs or alcohol.

Safety Monitoring Technology

First Transit will continue to provide DriveCam SF300 monitoring system for each of the vehicles. DriveCam's on-board camera monitors Operator behavior while in service. The camera is activated either manually or by specific driving behaviors, such as hard braking or accidents.

Video feedback is available to our management team to review events for preventability and causation. This information supports comprehensive incident investigation and resultant coaching, retraining, discipline, or other measures to mitigate and prevent repeated unsafe behaviors.

Substance Abuse Testing

The safety of our passengers, staff, fleet assets, and the communities we serve depends on Operators who are fit for duty. For this reason, First Transit has a strict zero-tolerance policy for drug and alcohol abuse. It is our policy – and that of the Federal Transit Administration (FTA) – that safety-sensitive employees be free from the influence of drugs and alcohol.

Accident Response Procedures

First Transit's accident procedures are used when responding to vehicle-involved collisions; passenger, customer, or employee accidents and injuries; pedestrian and bicycle accidents; or fixed-objects accidents (curbs, tree limbs, signs, etc.).

Accident Notification Process

When an incident occurs, the vehicle Operator immediately notifies dispatch. He/she provides information related to passenger counts, injuries, vehicle/incident location, and other vehicles or pedestrians involved.

The Dispatcher provides guidance to the Operator, including reminding the Operator of which safety precautions to take. The Dispatcher then contacts 911 (as appropriate) and dispatches a Road Supervisor to the scene. The Dispatcher also notifies the General Manager and Safety Manager, who in turn notify the Fort Bend County Chief Safety Officer. Management then contacts the Region Safety Manager and Region Vice President, working with them to obtain direction.

All serious accidents are reported to First Transit's insurance broker's claims office.

Accident-Related Roles and Responsibilities

The following roles are primarily responsible for accident response and coordination.

Vehicle Operators	Dispatchers	Road Supervisors
• Notify dispatch of the incident	• Notify appropriate parties	• Evaluate the Operator for injuries and/or whether drug and

• Ensure safety of passengers and public • Record accurate information • Check for injuries and provide first aid • Gather contact information of all relevant parties • Place safety triangles • Get passengers to a safe location • Complete accident forms	• Dispatch Road Supervisor to the scene • Arrange route coverage and transportation for uninjured passengers • Gather information on injuries, location, people on board, vehicles/pedestrians involved • Record accident information in the daily log	alcohol testing is required • Secure vehicle and determine whether or not to return vehicle to service • Document the scene • Work with investigating authorities • Coordinate response efforts with dispatch and operations personnel • Ensure relevant regulatory compliance

Road Supervisor vehicles are equipped with an accident/road call response kit to support the tasks above, which includes forms, a camera, tape measure, flashlight, safety triangles, first aid, and other tools.

Safety Quality Assurance

First Transit performs regular safety, health, and environmental audits at each of our locations. In addition to ensuring regulatory compliance, this safety audit also provides each location with a “snapshot” of current performance, and areas for continuous improvement. The audit tool we use automatically creates an action plan to address any deficiencies noted during the audit. Our region staff will perform these types of internal audits triennially. Region management conducts safety culture spot checks of our locations regularly.

Safety audits include government level auditors from FTA, OSHA, DOT, and third-party auditors. They also include regular corporate audits.

First Transit also conducts bi-monthly COVID-19 safety audits, performed in ProcessMap, a cloud-based Environmental, Health, and Safety (EHS) Management System. These audits assess each of our locations to ensure they are following the latest COVID-19 safety protocols. If deficiencies are noted, tasks to remedy the issue(s) are assigned in the ProcessMap system, which can then be tracked and/or shared with other users of the platform. This level of transparency provides site-level visibility to all levels of the First Transit management team.

Finally, First Transit audits our training procedures to verify compliance with all policies to prevent incidents, collisions, and injuries.

Safety Promotion

Safety-Competent Employees

First Transit uses predictive data and a thorough evaluation process when selecting new employees to ensure they have a strong commitment to safety. Our hiring process is structured around stringent standards, including vehicle Operator safety records, criminal record checks, and drug screening.

We require a safe driving record, past employment verification, a criminal background check, motor vehicle record review, employment eligibility verification, and initial drug screen.

Safety Training

Initial Safety Training



First Transit's training program for new employees lays the groundwork for a safety mindset. Training for Operators, Dispatchers, Supervisors, and Technicians teaches these staff how they impact safety through their daily job duties. Training incorporates BeSafe principles and focuses on safe work methods.

Ongoing Safety Training

Continual training in safety principles and practices supports ongoing improvement in our overall safety performance. Below are ongoing safety training initiatives and approaches for our entire team.

Refresher Training: All Operators receive routine and continuous in-service training on the safe operation of revenue vehicles. Refresher training is customized to correct specific performance or behavioral issues that may arise.

Mandatory Safety Meetings: Safety meetings occur monthly and will include topics of local importance and reinforce the important position that safety occupies on the job. All location staff, including Operators, Supervisors, Dispatchers, Maintenance Personnel, and Managers, are required to attend these meetings.

Safety Awareness Campaigns: Periodic safety awareness campaigns also provide detailed instruction on defensive driving techniques and other safety-related issues.

Post-Collision & Injury Retraining: Vehicle Operators involved in collisions are required to take part in our collision-retraining program. Operators receive at least two hours of training in safe vehicle operation conducted by certified instructors. This includes a minimum of one hour in the classroom and one hour behind the wheel. A final evaluation is then given before returning an Operator to revenue service. Additionally, onboard evaluations are conducted to evaluate the progress of the Operator.

Confirming Training Effectiveness

To confirm the efficacy of our safety training efforts, Operators are subject to in-service observations by a Supervisor. Both regularly scheduled and random road observation checks evaluate our Operator team's compliance with policies and procedures and rate their overall proficiency.

In addition, every Operator is required to undergo a ride-along evaluation once every 12 months with a certified trainer. A certified trainer rides with the Operator and evaluates their skills. Based on this evaluation, Operators are either approved, or required to complete additional training hours.

Instructors

Instructors play a vital role in our success. These key employees emphasize the importance of working safely and in accordance with First Transit and Fort Bend County policies and procedures to our trainees. Additionally, instructors determine whether an Operator is ready to operate a vehicle. This includes new employees, an employee that has been involved in an accident, or one returning from a long absence. First Transit Instructors fall into three categories: classroom instructor, behind-the-wheel instructor, and master instructor.

Safety Training Partners

To develop our safety training programs, we have worked in partnership with several organizations that drive industry-wide instructional standards. We rely on the experience, research, and continual program updates of the following partners, which each have a specific area of focus:

- **National Safety Council:** Injury prevention
- **Smith System Driver Improvement Institute:** Defensive driving
- **Transportation Safety Institute:** Instructor training, passenger assistance, ADA compliance
- **National Transit Institute:** Security, regulatory compliance regarding equity, efficiency, clean air

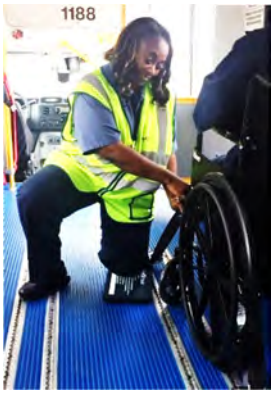
Safety Communication

Daily Safety Awareness

This effort is strengthened through continuous safety awareness messaging. Each location displays company-generated safety awareness communication boards and recognition signage. The communications display board notes the number of accident-free days, injury-free days, and lost workdays. We also emphasize safety through daily safety messages, safety posters, paystub safety notices, safety and operations bulletins, safety alerts, and recognizing safe employee behaviors. **Every meeting across our organization – from our local operations to our corporate headquarters – starts with a safety message.**

First Transit's corporate safety department also creates safety campaigns, such as Wellness Wednesday, and sends regular safety messages through social media and our internal employee mobile app, "First Transit Connect."

Minimizing On-the-Job Injuries



As described above, First Transit is dedicated to our employees' safety while on the job. Preventing injuries is the best way to eliminate employee lost time injuries, avoid Operator shortages due to injury, and reduce workers compensation claims. Pulls and twists account for more than 14% of all Operator injuries, which occur most often while bending and stooping to secure or unsecure a passenger's mobility device.

To ensure their safety while performing this critical task, we provide Operators with wheelchair securement pads. The wheelchair securement pad allows the Operators to lower their center of gravity by placing a knee on the floor without bruising it or dirtying their uniform. The pad also has key reminders for proper wheelchair securement.

Busing on the Lookout

According to Truckers Against Trafficking, there are currently an estimated 40 million people enslaved and trafficked worldwide. **First Transit recognized an opportunity to be part of the solution** to identify and recover victims of this crime. Our team of 12,000 Operators across North America is uniquely positioned to identify and report potential instances of human trafficking.

To this end, we partnered with Truckers Against Trafficking (TAT) in early 2019 to participate in their Busing on the Lookout (BOTL) program. We worked with TAT to develop BOTL training specifically for our vehicle Operators and employees to ensure that they are aware of the signs of human trafficking and have the resources to report suspected cases.

First Transit also places posters at our locations and transit centers with contact information for BOTL in the hopes that employees, passengers, or victims will call the BOTL helpline or contact local authorities.

Safe Wheels

First Transit consistently looks for ways to improve the safety of our passengers with disabilities. Many of our passengers cannot afford a new wheelchair or mobility aid, so we created the Safe Wheels program to provide one, free of charge, to passengers in need.

The benefit of this program is two-fold:

- **Improved Safety:** Old or defective mobility aids can pose a safety hazard for the passenger, other passengers, and the Operator because of the potential of improper securements. First Transit found that more than 40% of passenger injuries come from lack of securement on accessible trips.
- **Improved Quality of Life:** Having a new aid not only improves a person's ability to ride safely and securely; it enhances a person's mobility each day by allowing them to maneuver their surroundings with ease.

If our Operators notice a passenger has an old or unsafe mobility device, they can nominate that passenger to receive a new one. If it is approved, the new mobility aid will be delivered to the location so the nominating Operator can present it to the passenger. **To date, First Transit has provided more than 100 wheelchairs to people in need through the Safe Wheels program.**

2.8 Client List

Our current client list with the requested information is included in the *Appendix.*

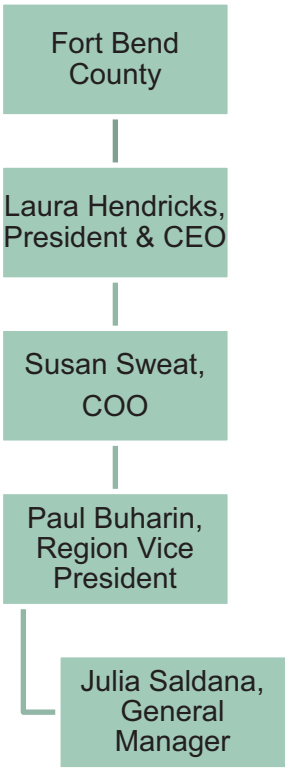
2.9 Subcontractor Information

First Transit is not proposing to use any subcontractors for the upcoming Fort Bend County contract. We do have two vendors we will partner with which are described in *Section 1.4 Subcontractors.*

2.10 Organizational Charts

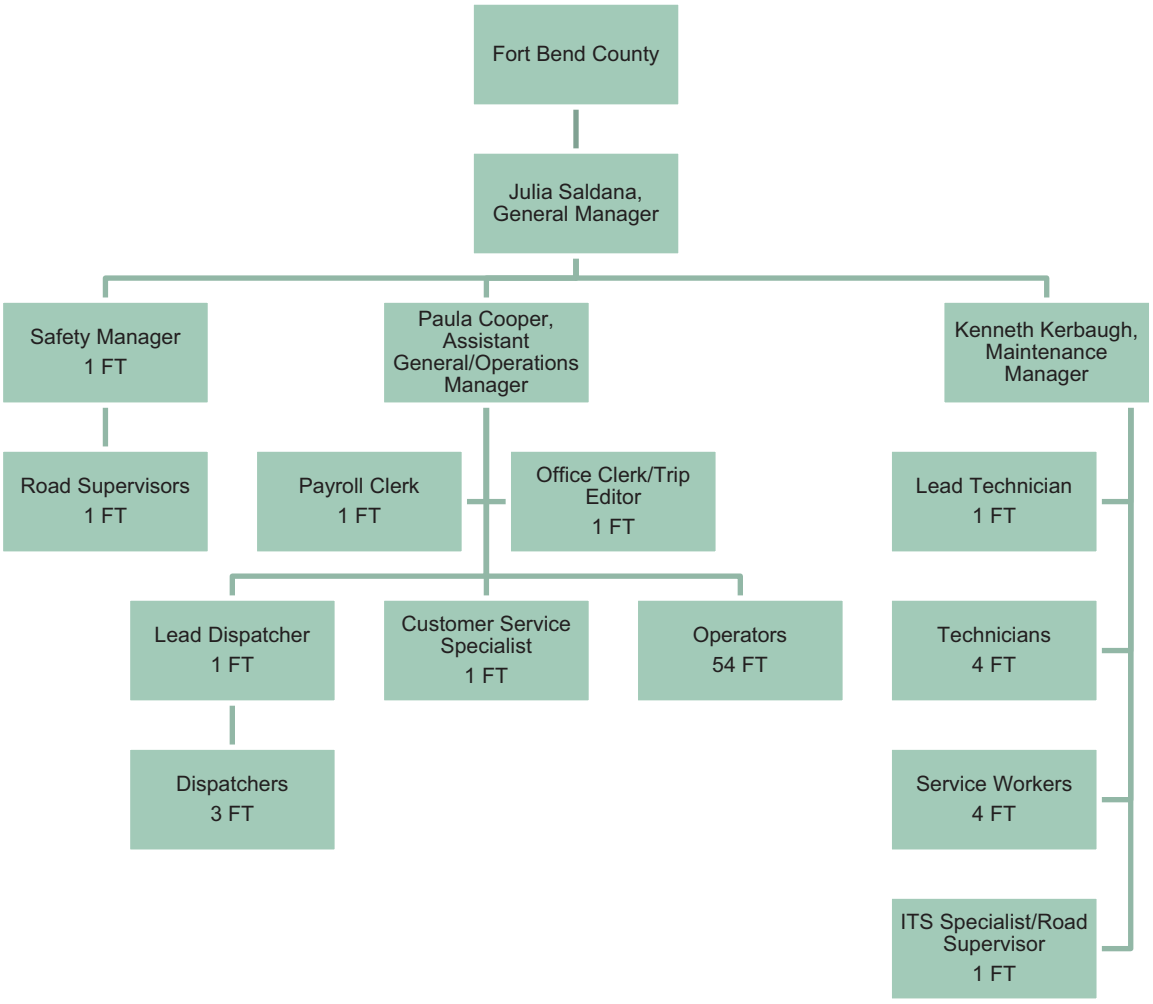
Primary Organization Chart

Our commitment to the success of Fort Bend County Public Transit begins with our President and CEO, Laura Hendricks. Paul Buharin 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, below we present our organizational structure for region and corporate support to Fort Bend County.



Project Organization

Please see our Project Organization Chart below.



Please note: The ITS Specialist will report to both the Maintenance Manager and the Safety Manager depending upon task.

Subcontractor Organization

First Transit is not proposing to use any subcontractors on this project.

2.11 Transition Schedule

Plan to Transition into the New Contract Term

As the County's current transit services provider, retaining First Transit for another contract term will eliminate a costly and cumbersome startup process. This ensures a truly seamless transition into the next contract term, ensuring our passengers experience no negative impacts to service quality and continuity.

To ensure a smooth transition into the next contract, General Manager Julia Saldana and RVP Paul Buharin will meet with the County to:

- Review existing policies and procedures for updates that must be implemented prior to the next contract term
- Finalize a schedule and key milestones for implementing new initiatives included within this proposal
- Schedule audits to confirm service efficiency and quality
- Determine any other tasks that must be completed, along with roles and responsibilities, timelines, and milestones
- Set goals and objectives for continuous improvement in the next contract term

We will also establish a schedule for regular meetings to check progress and resolve any issues and concerns throughout the transition period. **As the successful Operator of these services since 2012**, First Transit does not foresee any concerns related to the continuation of our work with Fort Bend County. Based upon the information provided in the RFP, as well as our unique understanding of the Fort Bend County services, we have included a sample schedule for the transition to the new contract in the *Appendix*.

Recruiting and Retention Schedule

First Transit will continue to ensure that we are fully staffed throughout the next contract term. Over the current contract, we have proven to Fort Bend County that we are committed to taking the steps necessary to attract and retain qualified employees, demonstrated in part by our taking the initiative to get wages raised to be competitive in the local market. We will remain focused on effective recruiting and retention throughout the next contract term as well.

Our sample transition scheduled included in the Appendix includes our anticipated timeline for recruitment and training. Additionally, our recruiting and hiring processes are described in detail in Section 1.2 of this proposal.

General Manager Julia Saldana and our local team were committed to constant recruiting efforts when the operation was not fully staffed. Thanks to the team's efforts, we are currently fully staffed, however should this change, they will employ the same strategies for recruiting that have been successful in the past. When we are actively recruiting, we offer a training class for new employees every week to ensure they can become a productive member of the team as quickly as possible.

Further, our constant employee retention efforts including hiring bonuses, safety bonuses, and employee appreciation on at least a monthly basis help us to ensure that we retain our valuable employees.

3.

Cost



First Transit

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3. Cost

Please see our Price Proposal included on the following pages.

Pricing Assumptions

Our pricing is based on the following assumptions.

Driver Requirements

For this operation, First Transit has proposed exclusively hiring drivers with a Commercial Driver's License (CDL) and pwill no longer be recruiting those without one in the new contract term.

5 Year Pricing

We have proposed 5 years of pricing as opposed to a CPI increase as outlined in the RFP. In the event CPI increase is greater than our 5 year supplied pricing for any contract year, the greater of the two shall prevail for such annual increases. For example, if our pricing increases 4% in a contract year, but the CPI increases 7%, the higher of the two shall become the new rate. Both parties agree and will negotiate any abnormal changes in labor cost, auto liability insurance, or true costs of service delivery for Fort Bend County.

Contingency Fleet Pricing

Fort Bend County agrees to reimburse the full annual cost of the 10 contingency vehicles in twelve equal monthly installments as a separate line item. These costs will be invoiced regardless of whether the vehicles are deployed for revenue services. The billing from First Transit for these vehicles will encompass, but is not limited to, the vehicle's cost, registration fees, taxes, and interest payments on the purchase. Moreover, should the contract be terminated prematurely or at any point during its term, Fort Bend County commits to reimbursing First Transit for the remaining book value of the contingency fleet at the time of termination.

Note on Contingency Fleet

An area for significant potential cost savings lies in reconsidering the procurement of ten (10) contingency buses in the new agreement. By removing the requirement for this purchase, Fort Bend could redirect the funds toward acquiring a new County-owned fleet, fleet electrification, or other transit enhancements. These buses have been in large part underutilized in the current contract term, which presents a substantial savings opportunity for the County which could be allocated to other beneficial areas.

Commuter Services and Demand Response Services Pricing Sheet

The key operational services associated with the cost matrix are detailed below. Please complete all applicable unshaded cells. Use the Explanations and Assumptions column to detail or note any information pertinent to your bid. Attach additional sheets as necessary. The proposed staffing numbers should be inserted into column B "*Staff Qty* ."			Year One	Explanations and Assumptions
Line	**Proposed Staff Qty.**	**OPERATIONS LABOR**	**PRICE**	
1		Vehicle Operators	$ 2,404,742.50	Operator count based on RFP service level, 54 Full Time
2		**Bidder's Proposed Vehicle Operators Rate per Hour**	$ 18.50	Starting Rate of $18.50
3		Safety and Training Manager	$ 70,926.33	1 FTE
4		Field Supervision	$ 47,269.04	1FTE
5		Dispatchers	$ 184,183.51	3 FTE Dispatchers and 1 FTE Lead Dispatcher
6		General Manager	$ 156,115.73	1 FTE
7		Operations Manager	$ 83,884.03	1 FTE
8		ITS Support Specialist	$ 54,080.00	1 FTE
9		Customer Service Specialist	$ 51,428.00	1 FTE
10	-	Payroll Taxes	$ 261,039.73	
11	-	Worker's Compensation	$ 189,829.58	
12		Other	$ -	
13		Other	$ -	
14		Other	$ -	
15		***Subtotal: Operations Labor***	$ 3,503,498.45	
Line	**Staff Qty.**	**MAINTENANCE LABOR**	**PRICE**	
16		Mechanics (Techs)	$ 251,192.24	4 FTE
17		Supervisors/Foreman	$ 177,918.83	1 FTE Maintenance Manager and 1 FTE Lead Tech
18		Maintenance Clerk (Service Workers)	$ 165,464.00	4 FTE Average Wage $18.50
19	-	Payroll Taxes	$ 49,783.99	
20	-	Worker's Compensation	$ 31,057.68	
21		Other	$ -	
22		Other	$ -	
23		Other	$ -	
24		***Subtotal: Maintenance Labor***	$ 675,416.74	
Line		**MAINTENANCE**	**PRICE**	
25	-	Vehicle Parts	$ 190,543.48	
26	-	Tires	$ 81,181.66	
27	-	Fluids	$ 42,193.30	
28	-	Shop Supplies	$ 19,872.41	
29	-	Tools and Equipment	$ 11,235.90	
30	-	Fleet License/Inspection	$ 3,650.00	
31		Other	$ -	
32		Other	$ -	
33		Other	$ -	
34		***Subtotal: Maintenance***	$ 348,676.75	

Commuter Services and Demand Response Services Pricing Sheet

The key operational services associated with the cost matrix are detailed below. Please complete all applicable unshaded cells. Use the Explanations and Assumptions column to detail or note any information pertinent to your bid. Attach additional sheets as necessary. The proposed staffing numbers should be inserted into column B "*Staff Qty* ."			Year One	Explanations and Assumptions
Line	**Staff Qty.**	**INTELLIGENT TRANSPORTATION SYSTEMS (ITS)**	**PRICE**	
35	-	Independent Wifi Network	$ 1,800.00	
36	-	Windshield Cameras for Service Vehicles	$ 14,673.13	
37	-	GPS Telematics (Vehicle Tracker)	$ 21,610.63	
38	-	Two-Way Radios	$ 34,080.00	
39	-	Mobile Data Terminals	$ 9,900.00	
40		Other	$ 3,802.95	COMPUTER SUPPLIES/MAINT
41		Other	$ 14,031.69	IT CONSULTING
42		Other	$ -	
43		***Subtotal: ITS***	$ 99,898.39	
Line	**Staff Qty.**	**OTHER OVERHEAD**	**PRICE**	
44	-	Uniforms	$ 16,910.37	
45	-	Background/Driving Records	$ 2,246.56	
46	-	Training	$ 2,160.95	
47	-	Drug Testing	$ 7,586.60	
48		Other	$ -	
49		Other	$ -	
50		Other	$ -	
51		***Subtotal: Other Overhead***	$ 28,904.48	
Line	**Staff Qty.**	**ADMINISTRATION**	**PRICE**	
52		General & Administrative Staff	$ 96,797.84	1 FTE Payroll Clerk and 1 FTE Office Clerk/Trip Edit
53	-	Payroll Taxes	$ 8,264.83	
54	-	Worker's Compensation	$ 5,695.65	
55	-	Other Benefits	$ 358,080.88	All Employee Benefits including, but not limited to Medical, dental, 401k, and Life insurance
56	-	Toll Fees/Vehicle Registration	$ 206.00	
57	-	Office Supplies	$ 8,860.06	
58		Other	$ 799,749.02	Administrative Materials/Supplies incliding, but not limited to Support Vehicle Fuel, Travel, Legal Fees,
59		Other	$ -	Personal Property Taxes, and Other Overhead Costs
60		Other	$ -	
61		***Subtotal: Administrative Costs***	$ 1,277,654.29	
Line		**INSURANCE**	**PRICE**	
62	-	Auto Insurance (Revenue Fleet Only)	$ 854,138.33	
63	-	General Liability	$ 35,701.03	
64	-	Performance Bond	$ 5,625.00	
65		Other	$ -	
66		Other	$ -	
67		Other	$ -	
68		***Subtotal: Insurance***	$ 895,464.37	

Commuter Services and Demand Response Services Pricing Sheet

The key operational services associated with the cost matrix are detailed below. Please complete all applicable unshaded cells. Use the Explanations and Assumptions column to detail or note any information pertinent to your bid. Attach additional sheets as necessary. The proposed staffing numbers should be inserted into column B "*Staff Qty* ."			**Year One**		**Explanations and Assumptions**
		COST SUMMARY			
69		***Subtotal: Operations Labor***	$	3,503,498.45	
70		***Subtotal: Maintenance Labor***	$	675,416.74	
71		***Subtotal: Maintenance***	$	348,676.75	
72		***Subtotal: ITS***	$	99,898.39	
73		***Subtotal: Other Overhead***	$	28,904.48	
74		***Subtotal: Administrative Costs***	$	1,277,654.29	
75		***Subtotal: Insurance***	$	895,464.37	
76		**TOTAL COSTS USING FBC OWNED VEHICLES**	$	6,829,513.47	
77		**ADD-ON COST PER CONTRACTOR VEHICLE**	$	310,692.66	Vehicle costs will be billed on a 1/12 monthly basis for vehicles, see Pricing Assumptions for detail
		DEMAND RESPONSE (MINI-VAN , 12 PASSENGER BUS, OR 16 PASSENGER BUS)			
78		***Est Service Hours: County Vehicle***		69552	
79		***# of FBC Vehicles - Demand Response***		23	
80		***FBC Vehicle - Cost Per Service Hour***	$	69.45	
81		***# of Contractor Vehicles - Demand Response***		1	**estimation for reference only**
82		***Est Service Hours: Contractor Vehicle***		3024	**estimation for reference only**
83		***Contractor Vehicle Add-on Cost Per Service Hour***			
84		***Contractor Vehicle Cost Per Service Hour***	$	69.45	
		COMMUTER (32 or 40 PASSENGER BUS)			
85		***Est Service Hours: County Vehicle***		25,041.24	
86		***# of FBC Vehicles - Commuter***		18	
87		***FBC Vehicle - Cost Per Service Hour***	$	78.86	
88		***# of Contractor Vehicles - Commuter***		1	**estimation for reference only**
89		***Est Service Hours: Contractor Vehicle***		1512	**estimation for reference only**
90		***Contractor Vehicle Cost Per Service Hour***	$	78.86	
		GUARANTEED RIDE HOME (MUST BE ADA ACCESSIBLE IF REQUESTED)			
91		***Est # of trips: Guaranteed Ride Home***		48	
92		***Flat Rate per Trip***	$	75.42	
93		***Other Approach (ex. Taxi, Vouhcer, Uber,Please explain)***			

Year 2025 to 2028 Pricing

	Yr Two 1/1/25-12/31/25	Yr Three 1/1/26-12/31/26	Yr Four 1/1/27-12/31/27	Yr Five 1/1/28-12/31/28	Explanations and Assumptions
OPERATIONS LABOR					
Vehicle Operators	$ 2,548,115.73	$ 2,692,213.21	$ 2,834,129.43	$ 2,978,319.32	Operator count based on RFP service level, 54 Full Time
Bidder's Proposed Vehicle Operators Rate per Hour	$ 19.50	$ 20.50	$ 21.50	$ 22.50	Starting Rate
Safety and Training Manager	$ 73,627.84	$ 76,419.20	$ 79,324.96	$ 82,345.12	1 FTE
Field Supervision	$ 49,817.04	$ 52,365.04	$ 54,956.72	$ 57,570.24	1FTE
Dispatchers	$ 193,465.71	$ 202,837.34	$ 212,401.83	$ 222,118.65	3 FTE Dispatchers and 1 FTE Lead Dispatcher
General Manager	$ 162,040.32	$ 168,205.44	$ 174,595.20	$ 181,234.56	1 FTE
Operations Manager	$ 87,081.28	$ 90,398.88	$ 93,830.88	$ 97,400.16	1 FTE
IT Support Specialist	$ 56,139.20	$ 58,281.60	$ 60,486.40	$ 62,795.20	1 FTE
Customer Service Specialist	$ 53,373.32	$ 55,408.08	$ 57,509.92	$ 59,701.20	1 FTE
Payroll Taxes	$ 274,123.62	$ 287,317.45	$ 300,407.10	$ 313,737.16	
Worker's Compensation	$ 196,426.37	$ 203,252.96	$ 210,298.14	$ 217,598.84	
Other					
Other					
Other					
Subtotal: Operations Labor	$ 3,694,229.94	$ 3,886,719.71	$ 4,077,962.09	$ 4,272,842.95	
MAINTENANCE LABOR					
Mechanics (Techs)	$ 260,762.32	$ 270,690.16	$ 280,975.76	$ 291,619.12	4 FTE
Supervisors/Foreman	$ 184,614.12	$ 191,552.48	$ 198,762.80	$ 206,245.08	1 FTE Maintenance Manager and 1 FTE Lead Tech
Maintenance Clerk (Service Workers)	$ 171,724.80	$ 178,253.92	$ 185,051.36	$ 192,117.12	4 FTE Average Wage $18.50
Payroll Taxes	$ 51,507.24	$ 53,296.99	$ 55,155.43	$ 57,082.57	
Worker's Compensation	$ 32,062.20	$ 33,101.94	$ 34,178.29	$ 35,292.60	
Other					
Other					
Other					
Subtotal: Maintenance Labor	$ 700,670.69	$ 726,895.49	$ 754,123.64	$ 782,356.49	
MAINTENANCE					
Vehicle Parts	$ 227,944.34	$ 229,776.70	$ 269,757.28	$ 292,834.09	
Tires	$ 83,617.11	$ 86,125.62	$ 88,709.39	$ 91,370.67	
Fluids	$ 43,459.10	$ 44,762.87	$ 46,105.76	$ 47,488.93	
Shop Supplies	$ 20,468.58	$ 21,082.64	$ 21,715.12	$ 22,366.57	
Tools and Equipment	$ 11,537.25	$ 11,847.65	$ 12,167.35	$ 12,496.65	
Fleet License/Inspection	$ 26,471.00	$ 27,265.13	$ 28,083.08	$ 28,925.58	
Other					
Other					
Other					
Subtotal: Maintenance	$ 413,497.38	$ 420,860.62	$ 466,537.99	$ 495,482.50	
INTELLIGENT TRANSPORTATION SYSTEMS (ITS)					
Independent Wifi Network	$ 1,854.00	$ 1,909.62	$ 1,966.91	$ 2,025.92	
Windshield Camperas For Service Vehicles	$ 15,072.73	$ 15,484.31	$ 14,555.12	$ 14,991.78	
GPS Telematics (Vehicle Tracker)	$ 21,765.69	$ 21,925.40	$ 22,089.90	$ 22,259.33	
Two-Way Radios	$ 35,102.40	$ 36,155.47	$ 37,240.14	$ 38,357.34	
Mobil Data Terminals	$ 10,197.00	$ 10,502.91	$ 10,818.00	$ 11,142.54	
Other	$ 3,860.85	$ 3,920.50	$ 2,109.20	$ 2,172.48	COMPUTER SUPPLIES/MAINT
Other	$ 14,452.64	$ 14,886.22	$ 15,332.81	$ 15,792.79	IT CONSULTING
Other	$ -	$ -	$ -	$ -	
Subtotal: ITS	$ 102,305.31	$ 104,784.43	$ 104,112.07	$ 106,742.17	
OTHER OVERHEAD					
Uniforms	$ 17,417.69	$ 17,940.22	$ 18,478.42	$ 19,032.78	
Background/Driving Records	$ 2,313.96	$ 2,383.38	$ 2,454.88	$ 2,528.52	
Training	$ 2,225.78	$ 2,292.55	$ 2,361.33	$ 2,432.17	
Drug Testing	$ 7,814.20	$ 8,048.62	$ 8,290.08	$ 8,538.79	
Other	$ -	$ -	$ -	$ -	
Other	$ -	$ -	$ -	$ -	
Other	$ -	$ -	$ -	$ -	
Subtotal: Other Overhead	$ 29,771.62	$ 30,664.77	$ 31,584.71	$ 32,532.25	

	Yr Two 1/1/25-12/31/25	Yr Three 1/1/26-12/31/26	Yr Four 1/1/27-12/31/27	Yr Five 1/1/28-12/31/28	Explanations and Assumptions
ADMINISTRATION					
General & Administrative Staff	$ 101,188.78	$ 105,669.17	$ 110,258.56	$ 114,958.35	1 FTE Payroll Clerk and 1 FTE Office Clerk/Trip Edit
Payroll Taxes	$ 8,600.74	$ 8,943.49	$ 9,294.58	$ 9,654.11	
Worker's Compensation	$ 5,867.70	$ 6,044.97	$ 6,227.62	$ 6,415.82	
Other Benefits	$ 380,403.96	$ 403,960.08	$ 428,756.36	$ 455,001.56	All Employee Benefits including, but not limited to Medical, dental, 401k, and Life insurance
Toll Fees/Vehicle Registration	$ 212.18	$ 218.55	$ 225.10	$ 231.85	
Office Supplies	$ 6,721.30	$ 6,922.93	$ 7,130.62	$ 7,344.54	
Other	$ 840,558.57	$ 876,028.47	$ 915,812.27	$ 955,117.93	Administrative Materials/Supplies incliding, but not limited to Support vehicle fuel, travel, legal fees, personal property taxes, and other overhead costs
Other	$ -	$ -	$ -	$ -	
Other	$ -	$ -	$ -	$ -	
Subtotal: Administrative Costs	$ 1,343,553.23	$ 1,407,787.65	$ 1,477,705.11	$ 1,548,724.18	
INSURANCE					
Auto Insurance (Revenue Fleet Only)	$ 895,842.36	$ 939,601.50	$ 985,517.61	$ 1,033,697.61	
General Liability	$ 37,669.19	$ 39,364.88	$ 41,275.57	$ 43,159.16	
Performance Bond	$ 5,625.00	$ 5,625.00	$ 5,625.00	$ 5,625.00	
Other					
Other					
Other					
Subtotal: Insurance	$ 939,136.55	$ 984,591.38	$ 1,032,418.19	$ 1,082,481.77	
COST SUMMARY					
Subtotal: Operations Labor	$ 3,694,229.94	$ 3,886,719.71	$ 4,077,962.09	$ 4,272,842.95	
Subtotal: Maintenance Labor	$ 700,670.69	$ 726,895.49	$ 754,123.64	$ 782,356.49	
Subtotal: Maintenance	$ 413,497.38	$ 420,860.62	$ 466,537.99	$ 495,482.50	
Subtotal: ITS	$ 102,305.31	$ 104,784.43	$ 104,112.07	$ 106,742.17	
Subtotal: Other Overhead	$ 29,771.62	$ 30,664.77	$ 31,584.71	$ 32,532.25	
Subtotal: Administrative Costs	$ 1,343,553.23	$ 1,407,787.65	$ 1,477,705.11	$ 1,548,724.18	
Subtotal: Insurance	$ 939,136.55	$ 984,591.38	$ 1,032,418.19	$ 1,082,481.77	
TOTAL COSTS USING FBC OWNED VEHICLES	$ 7,223,164.71	$ 7,562,304.05	$ 7,944,443.79	$ 8,321,162.31	
ADD-ON PER CONTRACTOR VEHICLE	$ 310,692.66	$ 310,692.66	$ 310,692.66	$ 310,692.66	Vehicle costs will be billed on a 1/12 monthly basis for vehicles, see Pricing Assumptions for detail
DEMAND RESPONSE/POINT DEVIATION (MINI-VAN OR 16 PASSENGER BUS) - BASE					
Est Service Hours: County Vehicle	69552	69552	69552	69552	
# of FBC Vehicles - Demand Response	23	23	23	23	
FBC Vehicles: Cost Per Service Hour	$ 73.16	$ 76.57	$ 80.42	$ 84.21	
# of Contractor Vehicles - Demand Response	1	1	1	1	
Est Service Hours: Contractor Vehicle	3024	3024	3024	3024	
Contractor Vehicle - Cost Per Service Hour	$ 73.16	$ 76.57	$ 80.42	$ 84.21	
COMMUTER (32 or 42 PASSENGER BUS) - BASE					
Est Service Hours: County Vehicle	25041	25041	25041	25041	
# of FBC Vehicles - Commuter	18	18	18	18	
FBC Vehicle - Cost Per Service Hour	$ 82.57	$ 85.98	$ 89.83	$ 93.62	
# of Contractor Vehicles - Commuter	1	1	1	1	
Est Service Hours: Contractor Vehicle	1512	1512	1512	1512	
Contractor Vehicle - Cost Per Service Hour	$ 82.57	$ 85.98	$ 89.83	$ 93.62	
GUARANTEED RIDE HOME (MUST BE ADA ACCESSIBLE IF REQUESTED)					
Est # of trips: Guaranteed Ride Home	48	48	48	48	
Flate Rate per Trip	$ 79.64	$ 83.23	$ 87.27	$ 91.25	
Other Approach (ex. Taxi, Voucher, Uber, Please explain)					

4.

Overall Completeness of Proposal



First Transit

A Transdev Company transdev the mobility company

4. Overall Completeness of Proposal

Please find First Transit's required forms and documentation included on the following pages. These include:

- Vendor Form
- W9 Form
- Tax Form/Debt/Residence Certification
- Contractor Acknowledgement of Stormwater Management Program
- Buy America Certification Form
- Certification of Restrictions on Lobbying
- Disclosure of Lobbying Activities
- Certification Regarding Government-Wide Debarment and Suspension
- Texas Department of Transportation Form PTN-130 Consolidated Certification
- Subcontractor Participation
- Intent to Perform as a DBE Contractor. DBE Subcontractor
- Signed Addendum #1
- Signed Addendum #2
- Signed Addendum #3

COUNTY PURCHASING AGENT

Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281-341-8640

Legal Company Name (top line of W9)	First Transit, Inc.		
Business Name (if different from legal name)	N/A.		
Federal ID # or S.S. #	23 - 1716119	DUNS # 07-287-6915	
Type of Business	_X_ Corporation/LLC ___ Partnership ___ Sole Proprietor/Individual ___ Tax Exempt Organization		Age in Business? 68 years
Publicly Traded Business	_X_ No ___ Yes Ticker Symbol _____		
Remittance Address	720 Butterfield Rd., Suite 300		
City/State/Zip	Lombard, IL 60148, United States		
Physical Address	720 Butterfield Rd., Suite 300		
City/State/Zip	Lombard, IL 60148, United States		
Phone/Fax Number	Phone: 630.571.7070 Fax: N/A.		
Contact Person	W.C. Pihl, Senior Vice President of Business Development, First Transit, Inc.		
E-mail	WC.Pihl@transdev.com		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise ___ SBE-Small Business Enterprise ___ HUB-Texas Historically Underutilized Business ___ WBE-Women's Business Enterprise ___	**Certification #** _____ **Certification #** _____ **Certification #** _____ **Certification #** _____	Cert Date / Exp Date _____ _____ _____ _____ _____ _____ _____ _____
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)	485210, 485113		
Signature of Authorized Representative			
Printed Name	W.C. Pihl		
Title	Senior Vice President of Business Development		
Date	08/18/2023		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

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 of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its 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.) See instructions.

720 E. BUTTERFIELD RD, SUITE 300

Requester's name and address (optional)

6 City, state, and ZIP code

LOMBARD, IL 60148

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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* 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 for Part II, later.

Sign Here **Signature of U.S. person** ► Michael Kuderna. **Date** ► 5/3/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

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, *later.*

Job No.: RFP 24-002

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 23-1716119

Company Name submitting Bid/Proposal: First Transit, Inc.

Mailing Address: 720 Butterfield Rd., Suite 300, Lombard, IL 60148, United States

Are you registered to do business in the State of Texas? X Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business
N/A.

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*	Property address or location**
None.	

** This is the property account identification number assigned by the Fort Bend County Appraisal District.*

*** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.*

II. **Fort Bend County Debt -** Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes No X If yes, attach a separate page explaining the debt.

III. **Residence Certification -** Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident Bidder of Texas as defined in Government Code
[Company Name]
§2252.001.

I certify that First Transit, Inc. is a Nonresident Bidder as defined in Government Code
[Company Name]
§2252.001 and our principal place of business is Lombard, Illinois.
[City and State]

Mandatory Form

Contractor Acknowledgement of Storm Water 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

08/18/2023

Date

W.C. Pihl

Printed Name

Senior Vice President of Business Development

Title

BUY AMERICA CERTIFICATION

Instructions:

Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

Certification requirement for procurement of steel, iron, manufactured products, or construction materials (required for contracts over $150,000).

The contractor agrees to comply with 49 U.S.C. 5323(j), 49 C.F.R. part 661, and Public Law 117-58, div G 70914(a) which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11. The Contractor also agrees to comply with the BABA (Public Law 117-58, div. G § 70914(a)) regulations that requires that construction materials used in infrastructure projects are also produced in the United States.

Certificate of Compliance with 49 U.S.C. 5323(j)(1) and BABA (Public Law 117-58, div. G § 70914(a))

The bidder or offeror hereby certifies that it **will meet** the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661, 2 CFR § 200.322, BABA (Public Law 117-58, div. G § 70914(a)), and any amendments thereto.

Signature 

Company Name First Transit, Inc.

Name and Title W.C. Pihl, Senior Vice President of Business Development, First Transit, Inc.

Date 08/18/2023

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1) and BABA (Public Law 117-58, div. G § 70914(a))

The bidder or offeror hereby certifies that it **cannot comply** with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), 49 C.F.R. 661.7, and BABA (Public Law 117-58, div. G § 70914(a)).

Signature _____

Company Name _____

Name and Title _____

Date _____

Special Note: Make sure you have signed only one of the above statements -- either Compliance OR Non-Compliance (not both).

CERTIFICATION
OF
RESTRICTIONS ON LOBBYING
(Required for contracts over $100,000.)

I, W.C. Pihl (Name), Senior Vice President of Business Development (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 18th day of August, 2023.

Signed: 

Printed Name: W.C. Pihl, Senior Vice President of Business Development, First Transit, Inc.

Company Name: First Transit, Inc.

*** Not Applicable.**

Required 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 following page 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:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____	
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.

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

CERTIFICATION REGARDING GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

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. 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.

DATE 08/18/2023

SIGNATURE 

COMPANY First Transit, Inc.

NAME W.C. Pihl

TITLE Senior Vice President of Business Development

Consolidated Certification Form

This form is to assist subrecipients with managing the federal and state clauses related to the procurement they're interested in completing. This document complies with all pertinent federal and state regulations for each procurement type.

To begin, select the procurement's funding source. If TxDOT is the pass-through entity (Direct Recipient), both Federal and State must be checked.

☒ Federal and State ☐ State Only

Federal Clauses – Procurement Types Summary:

All FTA-Assisted Third-Party Contracts and Subcontracts

1. No Federal Government Obligations to Third Parties
2. Access to Third Party Contract Records
3. Changes to Federal Requirements
4. Civil Rights (EEO, Title VI & ADA)
5. Incorporation of FTA Terms
6. Energy Conservation
7. Veterans Preference
8. False or Fraudulent Statements or Claims
9. Disadvantaged Business Enterprises (DBE)
10. Fly America
11. ADA Access
12. Special Notification Requirements for States

Award Exceeding $10,000

13. Terminating the Contract

Award Exceeding $25,000

14. Debarment and Suspension

☐ **Award Exceeding $50,000**

15. Contracting with the Enemy

☐ **Award Exceeding $100,000**

16. Resolution of Disputes, Breaches, or Other Litigation
17. Lobbying Restrictions

☒ **Award Exceeding $150,000**

18. Environmental Protection (Clean Air and Water Pollution Control)

All FTA-ASSISTED THIRD-PARTY CONTRACTS AND SUBCONTRACTS

1. No Federal Government Commitment or Liability to Third Parties

Except as the Federal Government expressly consents in writing, the Recipient agrees that:

A. The Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third-Party Participant at any tier, or to any other person or entity that is not a party (FTA or the Recipient) to the Underlying Agreement; and

B. Notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third-Party Agreement at any tier that may affect the Underlying Agreement, the Federal Government does not and shall not have any commitment or liability to any Third-Party Participant or other entity or person that is not a party (FTA or the Recipient) to the Underlying Agreement.

2. Access to Third-Party Contract Records

The Recipient agrees to require, and assures that each of its Subrecipients will require, its Third-Party Contractors at each tier to provide:

A. The U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all Third-Party Contract records (at any tier) as required under 49 U.S.C. § 5325(g); and

B. Sufficient access to all Third-Party Contract records (at any tier) as needed for compliance with applicable federal laws, regulations, and requirements or to assure.

3. Changes to Federal Requirements

The Recipient agrees to include notice in each Third-Party Agreement that:

A. Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

B. Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

4. Civil Rights

The following Federal Civil Rights laws and regulations apply to all contracts.

A. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to: a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity. b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

B. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

C. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

D. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

E. Equal Opportunity: The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

I. Nondiscrimination. In accordance with 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, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

II. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

III. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, 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.

IV. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. §5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

V. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

5. Incorporation of Federal Transit Administration (FTA) Terms

The provisions within 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 the current FTA Circular 4220 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 Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

6. Energy Conservation

The Recipient agrees to, and assures that its Subrecipients will, comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform

an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

7. Veterans Preference

As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

A. Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a Third-Party Contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and

B. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

8. False or Fraudulent Statements or Claims

A. Civil Fraud. The Recipient acknowledges and agrees that:

I. Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including 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.

II. By executing the Underlying Agreement, the Recipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Recipient provides to the Federal Government.

III. The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient presents, submits, or makes available any false, fictitious, or fraudulent information.

B. Criminal Fraud. The Recipient acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

9. Disadvantaged Business Enterprises

The recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The contractor, subrecipient or subcontractor 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 C.F.R. part 26 in the award and administration of DOT-assisted contracts. 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 the recipient deems appropriate, which may include, but is not limited to:

A. Withholding monthly progress payments;

B. Assessing sanctions;

C. Liquidated damages; and/or

D. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. §26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written

consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

10. Fly America

The recipient agrees to comply with the air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 – 301-10.143.

11. ADA Access

The Recipient agrees to comply with the following federal prohibitions against discrimination based on disability:

A. Federal laws, including:

I. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities;

II. 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:

a. For FTA Recipients generally, Titles I, II, and III of the ADA apply; but

b. For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer;"

III. 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;

IV. Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and

V. Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.

B. Federal regulations and guidance, including:

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

II. U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27;

III. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and 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;

IV. U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39;

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

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

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

VIII. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, subpart F;

IX. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194;

X. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609;

XI. FTA Circular 4710.1, "Americans with Disabilities Act: Guidance;" and

XII. Other applicable federal civil rights and nondiscrimination regulations and guidance.

12. Special Notification Requirements for States

A. Types of Information. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

I. The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;

II. The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and

III. The amount of federal assistance FTA has provided for a State Program or Project.

B. Documents. The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

Awards Exceeding $10,000

13. Termination

All contracts in excess of $10,000 must address termination for cause by the non-federal entity including the manner by which it will be effected and the basis for settlement.

Awards Exceeding $25,000

14. Debarment and Suspension

The Recipient agrees to the following:

A. It will comply with the following requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200.

B. It will not enter into any "covered transaction" (as that phrase is defined at 2 C.F.R. §§ 180.220 and 1200.220) with any Third-Party Participant that is, or whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by—

I. U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200;

II. U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180; and

III. Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended Recipients or Third-Party Participants.

C. It will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 C.F.R. part 1200.

D. It will ensure that its Third-Party Agreements contain provisions necessary to flow down these suspension and debarment provisions to all lower tier covered transactions.

E. If the Recipient suspends, debars, or takes any similar action against a Third-Party Participant or individual, the Recipient will provide immediate written notice to the:

I. FTA Regional Counsel for the Region in which the Recipient is located or implements the Underlying Agreement;

II. FTA Headquarters Manager that administers the Grant or Cooperative Agreement; or

III. FTA Chief Counsel.

Awards Exceeding $50,000

15. Never Contract with the Enemy

The Recipient agrees to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

Awards Exceeding $100,000

16. Resolution of Disputes, Breaches, or Other Litigation

A. FTA Interest

FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto 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; Flow Down Requirement

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its sub-agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

I. 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.

II. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

III. Additional Notice to U.S. DOT Inspector General. The Recipient 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 Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

C. Federal Interest in Recovery

The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.

D. Enforcement

The Recipient must pursue its legal rights and remedies available under any Third-Party Agreement or any federal, state, or local law or regulation.

E. Agency Process

*Vendors may view the dispute resolution process here:

https://www.fortbendcountytx.gov/government/departments/public-transportation/fta-funded-procurements

17. Lobbying Restrictions.

The Recipient agrees that neither it nor any Third-Party Participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, according to the following:

A. Laws, Regulations, Requirements, and Guidance. This includes:

I. The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended;

II. U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended; and

III. Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature; and

B. Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient's or Subrecipient's proper official channels.

C. Political Activity. The Recipient agrees to comply with:

I. The Hatch Act, 5 U.S.C. chapter 15, which limits the political activities of state and local government agencies supported in whole or in part with federal assistance, including the political activities of state and local government officers and employees whose principal governmental employment activities are supported in whole or in part with federal assistance;

II. U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 C.F.R. part 151; and

III. 49 U.S.C. § 5323(l)(2) and 23 U.S.C. § 142(g), which limits the applicability of the Hatch Act, as follows:

a. The Hatch Act does not apply to nonsupervisory employees of a public transportation system, or any other agency or entity performing related functions, based upon the Award of federal assistance under 49 U.S.C. chapter 53 or 23 U.S.C. § 142(a)(2); but

b. Notwithstanding the preceding section 4(e)(3)(ii) of this Master Agreement, the Hatch Act does apply to a nonsupervisory employee if imposed for a reason other than the Award of federal assistance to its employer under 49 U.S.C. chapter 53 or 23 U.S.C. § 142(a)(2).

D. Lobbying and Disclosure Certification

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 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Company	Printed Name of Person Completing Form
First Transit, Inc.	W.C. Pihl, Senior Vice President of Business Development, First Transit, Inc.
Date 08/18/2023	**Signature** 

Awards Exceeding $150,000

18. Environmental Protection (Clean Air and Clean Water)

The Recipient agrees to comply with the regulations within the Clean Air Act (42 U.S.C. §§ 7401 - 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 - 1388), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 - 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 - 1388). Violations must be reported to the 64 Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

State of Texas Procurement Contract Clauses

State of Texas - Procurement Types Summary:

All Texas-Assisted Third-Party Contracts and Subcontracts

1. Debarment
2. Family Code Child Support Obligation Certification
3. Debts and Delinquencies Affirmations
4. Disaster Recovery Plan
5. Disclosure of Prior State Employment
6. Entities that Boycott Israel
7. Federal Executive Order 13224 Excluded Parties
8. False Statements
9. Financial Participation Prohibited Affirmation
10. Foreign Terrorist Organizations
11. Disaster Relief Contract Violation
12. Public Information Act
13. Signature Authority
14. State Auditor's Right to Audit
15. Suspension and Debarment
16. Assignment
17. Contracting Information Responsibilities
18. Human Trafficking Prohibition

1. 34 TAC §20.585 Debarment

The Recipient agrees that The State of Texas, in order to protect the interests of the state may:

A. Conduct an investigation upon a complaint regarding a contractor's acts and omissions in procurement or performance of that contract where the complaint may constitute cause for debarment;

B. Cancel one or more of the contractor's active or pending contracts upon a complaint regarding the contractor's acts and omissions in procurement or performance of that contract where the complaint may constitute cause for debarment;

C. Assess actual damages and costs incurred due to contractor's failure to perform as specified in the contract;

D. Debar a contractor for a specified period of time; and

E. Take any other action authorized by law.

2. §231.006 Family Code Child Support Obligation Certification

Under Section 231.006(d) of the Texas Family Code, the Sub-recipient certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified GRANT and acknowledges that this Agreement may be terminated and payment or grant funds may be withheld if this certification is inaccurate.

3. §2252.903 Gov't Code Debts and Delinquencies Affirmations

Sub-recipient agrees that any payments due it under the Agreement shall be applied toward any debt or delinquency that is

owed to the State of Texas.

4. §444.190 Gov't Code Disaster Recovery Plan

In accordance with 13 TAC (Texas Administrative Code) §6.94(a)(9), Sub-recipient shall provide descriptions of its business continuity and disaster recovery plans

5. §2254.033 Gov't Code Disclosure of Prior State Employment

In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, RESPONDENT certifies that it does not employ an individual who has been employed by TxDOT or another agency at any time during the two years preceding the submission of the Response or, in the alternative, RESPONDENT has disclosed in its Response the following:

A. The nature of the previous employment with TxDOT or the other agency;

B. The date the employment was terminated; and

C. The annual rate of compensation for the employment at the time of its termination.

6. §2271.001 Gov't Code Entities that Boycott Israel

Pursuant to Section 2271.001 of the Texas Government Code, Sub-recipient certifies that either:

A. It meets an exception criterion under Section 2271.002, or

B. It does not boycott Israel and will not boycott Israel during the term of this Agreement.Sub-recipient shall in a writing to TxDOT state any fact(s) that make it exempt from the boycott certification.

7. Federal Executive Order 13224 Excluded Parties

Sub-recipient certifies that it is not listed on the prohibited vendors list authorized by Executive Order 13224, Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

8. §2155.077(a)(2) Gov't Code False Statements

Sub-recipient represents and warrants that all statements and information prepared and submitted in this document are current, complete, true and accurate. Submitting a false statement or material misrepresentation made during the performance of a contract is a material breach of contract and may void this agreement.

9. §2155.004 Gov't Code Financial Participation Prohibited Affirmation

Under Section 2155.004(b) of the Texas Government Code, Sub-recipient certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified agreement/GRANT and acknowledges that this agreement may be terminated, and payment withheld if this certification is inaccurate.

10. §2252.152 Gov't Code Foreign Terrorist Organizations

Sub-recipient represents and warrants that is not engaged in business with Iran, Sudan, or a foreign terrorist organization as prohibited by Section 2252.152 of the Texas Government Code.

11. §2155.006 and 2261.053 Gov't Code Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Sub-recipient certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified agreement/GRANT and acknowledges that this agreement may be terminated and payment withheld if this certification is inaccurate.

12. Chapter 552, Gov't Code and §2252.907 Gov't Code Public Information Act

Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, the Sub-recipient is required to make any information created or exchanged with the State pursuant to the Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

13. §2252.0012 Gov't Code Signature Authority

The Sub-recipient represents and warrants that the individual executing this Agreement is authorized to sign this Agreement on behalf of the Sub-recipient and to bind the Sub-recipient.

14. §2262.154 Gov't Code State Auditor's Right to Audit

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

15. §2155.077 Gov't Code Suspension and Debarment

Sub-recipient certifies that it and its principals are not suspended of debarred from doing business with the State of Texas or federal government as listed on the State of Texas Debarred Vendor List as maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

16. §2262.056 (b) Gov't Code Assignment

Sub-recipient shall not assign its rights under the Agreement or delegate the performance of its duties under the Agreement without prior written approval from the TxDOT. Any attempted assignment in violation of this provision is void and without effect.

17. §552.372 Gov't Code Contracting Information Responsibilities

In accordance with Section 552.372 of the Texas Government Code, Sub-recipient agrees to:

A. preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to TxDOT for the duration of the Agreement,

B. promptly provide to TxDOT any contracting information related to the Agreement that is in the custody or possession of the Sub-recipient on request of TxDOT, and

C. on termination or expiration of the contract, either provide at no cost to TxDOT all contracting information related to the Agreement that is in the custody or possession of the Sub-recipient or preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TxDOT. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Agreement and the Sub-recipient agrees that the Agreement can be terminated if the Sub-recipient knowingly or intentionally fails to comply with a requirement of that subchapter.

18. §2155.0061 Gov't Code Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, the Sub-recipient certifies that the individual or business entity named in the Agreement is not ineligible to receive the specified Agreement/GRANT and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

Certification to Purchaser

1. 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.
2. 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:
720 Butterfield Rd., Suite 300, Lombard, IL 60148, United States

Telephone:
630.571.7070

SS# or Tax ID#:
23-1716119

Printed Name of Person Completing Form:
W.C. Pihl, Senior Vice President of Business Development, First Transit, Inc.

Signature

Date:
08/18/2023

Description of Commodity Service:
Transportation Services.

Disadvantaged Business Enterprise Information

Type of Organization (check the application type of organization)

☐ Sole Proprietorship ☐ General Proprietorship ☑ Corporation ☐ Limited Partnership ☐ Limited Proprietorship

Is your firm a DBE? ☐ Yes ☑ No

If yes, what type?

Third Party Procurement Contract Provisions

Third Party Procurement Contracting Provisions

Select the additional third-party procurement contracting provisions based on the type of solicitation you're procuring:

**Procurements cannot be combined. Example: Construction procurement and Rolling Stock procurement, use separate PTN 130s for each.*

- ☐ 1. **Construction Related Clauses**
  - ☐ Federal and State
  - ☐ State Clauses
- ☐ 2. **Rolling Stock Related Clauses**
  - ☐ Federal and State
  - ☐ State Clauses
- ☐ 3. **Professional Services / Architectural Engineering**
  - ☐ Federal and State
  - ☐ State Clauses
- ☐ 4. **Materials & Supplies Related Clauses**
  - ☐ Federal and State
  - ☐ State Clauses
- ☒ 5. **Operations / Management Related Clauses**
  - ☒ Federal and State
  - ☐ State Clauses

5a. Operations / Management Related Clauses

A. Recycled Products

B. Transit Employee Protective Arrangement

C. Charter Services Operations

D. School Bus Operations

E. Drug Use and Testing

F. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

☒ **Awards Exceeding $100,000**

G. Contract work Hours and Safety Standards Act

A. Recycled Products

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

B. Transit Employee Protective Arrangement

As a condition of award of federal assistance appropriated or made available for FTA programs involving public transportation operations, the Recipient agrees to comply and assures that each Third-Party Participant will comply with the following employee protective arrangements of 49 U.S.C. § 5333(b): (1) U.S. DOL Certification. When its Award, the accompanying Underlying Agreement, or any Amendments thereto involve public transportation operations and are supported with federal assistance appropriated or made available for 49 U.S.C. §§ 5307 – 5312, 5316, 5318, 5323(a)(1), 5323(b), 5323(d), 5328, 5337, 5338(b), or 5339, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a certification of employee protective arrangements before FTA may provide federal assistance for that Award. The Recipient agrees that the certification issued by U.S. DOL is a condition of the Underlying Agreement and that the Recipient must comply with its terms and conditions. (2) Special Warranty. When its Underlying Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The Recipient agrees that its U.S. DOL Special Warranty is a condition of the Underlying Agreement and the Recipient must comply with its terms and conditions. (3) Special Arrangements for Underlying Agreements for Federal Assistance Authorized under 49 U.S.C. § 5310. The Recipient agrees, and assures that any Third-Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not "necessary or appropriate" to apply the conditions of 49 U.S.C. § 5333(b) to any Subrecipient participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate.

C. Charter Services Operations

The contractor agrees to comply with FTA's Charter Service Regulations (49 CFR Part 604), which implement 49 U.S.C. 5323(d), protect private charter operators from unauthorized competition from FTA grant recipients.

D. School Bus Operations

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under: 1. Federal transit laws, specifically 49 U.S.C. § 5323(f); 2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605; 3. Any other Federal School Bus regulations; or 4. Federal guidance, except as FTA determines otherwise in writing. If Contractor violates this School Bus Agreement, FTA may: 1. Bar the Contractor from receiving Federal assistance for public transportation; or 2. Require the contractor to take such remedial measures as FTA considers appropriate. When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities. The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation

services.

E. Drug Use and Alcohol Program

The contractor agrees to comply with a drug and alcohol program that has a third party contractor(s) who perform safety-sensitive functions must comply with FTA's substance abuse management program under 49 C.F.R. part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations." Under 49 C.F.R. § 655.4, Safety-sensitive function means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors: 1. Operating a revenue service vehicle, including when not in revenue service; 2. Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License; 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. This section does not apply to the following: an employer who receives funding under 49 U.S.C. § 5307 or § 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. § 5311 and contracts out such services; 5. Carrying a firearm for security purposes. Additionally, third party contractors providing testing services involving the performance of safety sensitive activities must also comply with 49 C.F.R. part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs."

F. Prohibition on certain telecommunications and video surveillance services or equipment.

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

I. Procure or obtain;

II. Extend or renew a contract to procure or obtain; or

III. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

Awards Exceeding $100,000

G. Contract work Hours and Safety Standards Act

All contracts awarded by the non-federal entity in excess of $100,000 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). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. 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.

Transit Operations / Management Project Certification

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 FTA's current fiscal year Certifications and Assurances (for fiscal year 2023), and shall download the at:

https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances.

Name of Company	Printed Name of Person Completing Form
First Transit, Inc.	W.C. Pihl, Senior Vice President of Business Development, First Transit, Inc.
Date 08/18/2023	Signature

5b. State Required Clauses: Operations / Management

A. Dispute Resolution

A. §2260.004 Gov't Code Dispute Resolution

The Recipient agrees to the dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute under this Agreement.

Transit Operations / Management Project Certification

The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with State of Texas funds.

Name of Company	Printed Name of Person Completing Form
First Transit, Inc.	W.C. Pihl, Senior Vice President of Business Development, First Transit, Inc.
Date 08/18/2023	Signature

Fort Bend County Public Transportation (FBCPT)
Subcontractor/Subvendor Participation

Instructions: The Offeror/Prime Contractor shall complete this form by providing the following required information: Company name and contact information of **all** subcontractors/subvendors proposed on this project, Status as a DBE or Non-DBE, Estimated $ or % amount of Total Prime Contract, and Description of work to be performed/product to be provided. The subcontractors/subvendors listed on this form as DBEs must be currently certified under the Texas Unified Certification Program (TUCP) as a DBE (or will be at the time this solicitation is due). Additionally, for each DBE subcontractor/subvendor listed on this form, the Offeror/Prime Contractor must complete the Intent to Perform as a DBE Contractor or DBE Subcontractor/Subvendor Form agreeing to the information.

Name of Offeror/Prime Contractor: First Transit, Inc.

Project Name: Transportation Bus Service for Fort Bend County Public Transportation

IFB/RFP/RFQ Number: RFP 24-002

1	**Name of Subcontractor/Subvendor**	**Phone Number**	**Address**	**$/% Amt of Total Prime Contract**
	Fort Bend Towing	281-232-9222	2302 Parrott Ave, Rosenberg, TX 77471	$4,000/0.06%
	Contact Person's Name	**Email Address**	**Work to be performed/product to be provided**	**DBE or Non-DBE**
	Bobby Stegemiller	Bobby@fortbendbodyshop.com	Towing	Non-DBE
2	**Name of Subcontractor/Subvendor**	**Phone Number**	**Address**	**$/% Amt of Total Prime Contract**
	JCM / Blue Goose Uniforms	323-726-9040	5443 Washington Blvd, Commerce, CA 90040	$12,500/0.18%
	Contact Person's Name	**Email Address**	**Work to be performed/product to be provided**	**DBE or Non-DBE**
	Jose Cornejo	richard@bluegooseuniforms.com	Uniforms	DBE
3	**Name of Subcontractor/Subvendor**	**Phone Number**	**Address**	**$/% Amt of Total Prime Contract**
	Contact Person's Name	**Email Address**	**Work to be performed/product to be provided**	**DBE or Non-DBE**

Upon execution of a contract with FBCPT, the undersigned **will enter into a formal agreement** with the DBE subcontractors/subvendors for work listed in this schedule and submit the agreement to FBCPT within 60 days of execution or before the subcontractor(s) performs work, whichever comes first. The undersigned agrees to the terms of this schedule by signing below and submitting the Intent to Perform as a DBE Contractor form (as completed by the DBE subcontractors/subvendors). If you are a DBE Offeror/Prime Contractor, you also certify that no more than 70% of the work for this project will be subcontracted.

W.C. Pihl, Senior Vice President of Business Development, First Transit, Inc. — Printed Name of Authorized Representative of Offeror/Prime Contractor

Signature

08/18/2023 — Date Signed

Fort Bend County Public Transportation
Subcontractor/Subvendor Participation

Continuation of Page 1 -- For Use if Necessary

5	Name of Subcontractor/Subvendor	Phone Number	Address	$/% Amt of Total Prime Contract
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE
6	Name of Subcontractor/Subvendor	Phone Number	Address	$/% Amt of Total Prime Contract
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE
7	Name of Subcontractor/Subvendor	Phone Number	Address	$/% Amt of Total Prime Contract
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE
8	Name of Subcontractor/Subvendor	Phone Number	Address	$/% Amt of Total Prime Contract
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE
9	Name of Subcontractor/Subvendor	Phone Number	Address	$/% Amt of Total Prime Contract
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE
10	Name of Subcontractor/Subvendor	Phone Number	Address	$/% Amt of Total Prime Contract
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE

Required Form g.

Fort Bend County Public Transportation

INTENT TO PERFORM AS A DBE CONTRACTOR OR DBE SUBCONTRACTOR/SUBVENDOR

A separate form should be completed for each DBE firm. (Offeror/Prime Contractor and/or Subcontractor/Subvendor)

Name of **Offeror/Prime Contractor:** First Transit, Inc.

Name of Subcontractor/Subvendor: *(if applicable)* JCM / Blue Goose Uniforms

Project Name: Transportation Bus Service for Fort Bend County Public Transportation

IFB/RFP/RFQ Number: RFP 24-002

1. The **DBE Offeror/Prime Contractor or DBE Subcontractor/Subvendor** *(whichever is applicable)* named above must be currently certified under the Texas Unified Certification Program (TUCP) as a DBE (or will be certified at the time this solicitation is due), and asserts that said qualification is met with the ethnic code: C.

Ethnic Codes:			
A) Black American Male	B) Black American Female	C) Hispanic American Male	D) Hispanic American Female
E) Native American Male	F) Native American Female	G) Asian Pacific American Male	H) Asian Pacific American Female
I) SubContinent Asian American Male	J) SubContinent Asian American Female	K) Non Minority Female	

2. The **DBE Offeror/Prime Contractor or DBE Subcontractor/Subvendor** *(whichever is applicable)* named above is prepared to perform the following described work with their own workforce and/or supply the material listed in connection with the above project.

This work will be performed at the following price $ $12,500.00 (and/or 0.18 % of the total prime contract amount).

(If this form is being completed relative to a Subcontractor/Subvendor, note that this amount should be the same $/% amount that is completed on the Subcontractor/Subvendor Participation Form.)

W.C. Pihl, Senior Vice President of Business Development, First Transit, Inc.
Printed Name of Offeror/Prime Contractor Authorized Representative

WC
Signature of Authorized Representative

08/18/2023
Date Signed

Name of Firm that is DBE Certified (if different from Offeror/Prime Contractor): JCM / Blue Goose Uniforms
(Subcontractor/Subvendor)

Richard Crain
Printed Name of Authorized Representative

Signature of Authorized Representative

9/6/23
Date Signed

Rev 1/31/2023

COUNTY PURCHASING AGENT

Fort Bend County, Texas

Jaime Kovar
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

August 18, 2023

TO: All Prospective Bidders

RE: Addendum No.1 – Fort Bend County RFP 24-002 – Transportation Bus Service for FBC Public Transportation

Addendum 1:

Addendum 1 has been posted to the County's website. Vendors are to use Addendum 1 documents while preparing their proposal. Submission due date and tentative schedule have been updated along with changes to page 22, 33, 35, 38, and Attachment 10/Pricing Sheet.

****

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Olivia Rios at Olivia.Rios@fortbendcountytx.gov .

First Transit, Inc.

Company Name

8.18.2023

Signature of person receiving addendum Date

If you have any questions, please contact this office.

Sincerely,

Cheryl Krejci
Senior Buyer

COUNTY PURCHASING AGENT

Fort Bend County, Texas

Jaime Kovar
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

August 24, 2023

TO: All Prospective Bidders

RE: Addendum No.2 – Fort Bend County RFP 24-002 – Transportation Bus Service for FBC Public Transportation

Addendum 2:

Addendum 2 has been posted to the County's website. Vendors are to use Addendum 2 documents while preparing their proposal. Submission due date and tentative schedule have been updated. A new Q&A document is being processed to post soon.

****

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Olivia Rios at Olivia.Rios@fortbendcountytx.gov .

First Transit, Inc.

Company Name

08/25/2023

Signature of person receiving addendum — Date

W.C. Pihl, Senior Vice President of Business Development, First Transit, Inc.

If you have any questions, please contact this office.

Sincerely,

Cheryl Krejci
Senior Buyer

COUNTY PURCHASING AGENT

Fort Bend County, Texas

Jaime Kovar
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

September 6, 2023

TO: All Prospective Bidders

RE: Addendum No.3 – Fort Bend County RFP 24-002 – Transportation Bus Service for FBC Public Transportation

Addendum 3:

Addendum 3 Pricing Sheet has been posted to the County's website. Vendors are to use Addendum 3 Pricing Sheet while preparing their proposal.

****

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Olivia Rios at Olivia.Rios@fortbendcountytx.gov .

First Transit, Inc.

Company Name

09/06/2023

Signature of person receiving addendum — Date

W.C. Pihl, Senior Vice President of Business Development, First Transit, Inc.

If you have any questions, please contact this office.

Sincerely,

Cheryl Krejci
Senior Buyer

Appendix



First Transit

A Transdev Company

Appendix

- Performance Bond – Letter of Surety
- Local Management Team Resumes
    - General Manager Julia Saldana
    - Assistant General/Operations Manager Paula Cooper
    - Maintenance Manager Kenneth Kerbaugh
- Safety Certifications of Key Personnel
- Client List
- Fare Collection Policy
- Fort Bend Continuity of Operations Plan
- Certificate of Insurance
- Transition Timeline

Separate USB Submittal

Please note: First Transit has provided the required Audited Financial Statements on the included USB labeled as USB Appendix.

SOMPO INTERNATIONAL
INSURANCE

08/03/2023

Re: Prequalification – Transdev North America

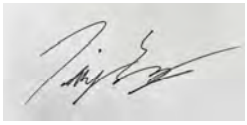
Dear Sir or Madam:

Sompo International is pleased to support our valued client known as Transdev North America Sompo's surety companies are rated A+ Excellent with a financial strength of XV by A.M. Best Company. Our writing companies and their approved authority may be found on the U.S. Department of Treasury's List of Certified Sureties (Department Circular 570) under the names of Endurance Assurance Corporation, Endurance American Insurance Company, Lexon Insurance Company, and Bond Safeguard Insurance Company.

We consider our client to be a strong entity that we have given a single capacity of $10,000,000.00 per performance and payment bond and an aggregate capacity of $100,000,000.00 on its total work program. We believe that these limits are sufficient for our client to enter into a contract with you on the above-referenced project and we are prepared to support our client as expressed herein.

Our support is contingent upon the underwriting of our client at the time that bonds are requested, including our favorable review of the contract documents, the acceptance of the form of the bonds requested, and the adequacy of the financing for the project. Sompo reserves the absolute right to approve or decline the bonds without incurring any liability to you or any third party in the event that surety credit is not extended.

Sincerely,



Vice President

Sompo International

Sompo International Insurance
12890 Lebanon Road, Mt. Juliet, TN 37122, U.S.
+1.615.553.9500

www.sompo-intl.com

First Transit
A Transdev Company

JULIA SALDANA

General Manager

Professional Transportation Experience

First Transit, Inc.
General Manager, Fort Bend County, TX
2021 – Present

- Directs a team of 20 staff members and 50 drivers with a growing fleet of 61 vehicles to provide 37 commuter and demand response routes
- Works with County leadership to partner on future planning, safety culture, new technology, and hiring initiatives
- Restored the contract to competitive wages and improved training and on time performance
- Responsible for direction of maintenance and repair of fleet
- Responsible for achieving contract KPIs
- Maintains client relationships and anticipates future needs of the agency
- Maintains a full staff of drivers to fulfill the client's needs for service
- Audits compliance payroll, drug test spreads, CDL licensing, safety reporting, training & DOT compliance
- Maintains fair and consistent practices for all employees
- Ensures compliance with all local, state, and federal regulations in addition to meeting contract holder's needs
- Acts as liaison between Fort Bend County and Transdev Senior Management

MV Transportation
HR/Transition Manager, Houston, TX
March 2021 – June 2021

- Responsible for start-up activities including hiring, vehicle inspections, employee file creation, training and set up of paratransit services and safety department for the Metro Mini Van Contract
- Led the start-up team as HR Manager to recruit, hire and train adequate number of drivers to begin service
- Created a run cut to maximize the productivity for the new service and transition from a multi taxi service to fixed number of paratransit vehicles
- Performed payroll, drug testing and DOT clinic set up
- Ensured compliance with all local, state and federal regulations while meeting contract holders need

First Transit
A Transdev Company

Greater Houston Transportation Company
General Manager – METRO Minivan Services
2017 - 2021

- Led daily operation and contract compliance in all areas of the Metropolitan Transit Authority of Harris County METROLift Minivan contract, including additional pilot services for fixed route, grocery shuttles, and community connectors
- Operated a 260-vehicle, 300 independent contract driver operation that provides transportation services for both the riding public and people with disabilities
- Directly supervised over 30 full time employees
- Designated Employer Representative responsible for oversite of development, approval, and distribution of FTA compliant Drug and Alcohol Policy
- Represented Yellow Cab at METRO Board Meetings, Quarterly Contract Meetings and Community Leader functions as needed

Greater Houston Transportation Company
Dispatch/Operations Manager, Houston, TX
2016 - 2017

- Worked side by side with METRO's service supervisors, managers, and directors to improve the clients' experience with METROLift by ensuring safe, friendly, on-time service
- Addressed client and driver issues in real time
- Prepared reports on daily, weekly, and monthly trends
- Answered escalated calls from clients with issues concerning a Yellow Cab driver; researched issues on behalf of METRO
- Answered questions on procedural issues for METRO dispatchers with regard to Yellow Cab
- Managed Yellow Cab dispatch staff
- Fostered a strong safety culture through sharing best practices with Yellow Cab from across the industry
- Represented Yellow Cab at all MAC Meetings to gain client insight and implement change

MV Transportation
General/Project Manager, North Dakota, Minnesota
2015 - 2016

- Responsible for start-up activities including hiring, vehicle inspections, employee file creation, training and set up of paratransit services and safety department for the Cities of Grand Forks, North Dakota and East Grand Forks, Minnesota
- Led the start-up team as Project Manager to recruit, hire and train adequate drivers to begin service
- Created a run cut to maximize the productivity for the new service and transition from a multi taxi service to fixed number of paratransit vehicles
- Performed payroll, drug test and DOT clinic set up

First Transit
A Transdev Company transdev

- Ensured compliance with all local, state and federal regulations while meeting contract holders needs

MV Transportation
Operations Manager, Houston, TX
2012 - 2015

- Managed up to a 180-vehicle fleet, 323 drivers and 25 staff
- Developed a strong network throughout METRO, Yellow Cab and MV to facilitate operations and focus on each METRO department's needs
- Worked closely with the Director of Paratransit Service and Dispatch Manager to provide safe, timely operation of routes
- Improved on time performance from 78% to 91%, exceeding the client KPI
- Three-time winner of The Managers Cup Safety Award – recognizing contributions by Managers that decreased the accident frequency rate
- Reduced customer complaints by changing driver focus to be customer centric
- Helped test and implemented drivers line in 2012, cutting late pulls by 70%
- Filled in frequently and seamlessly for multiple General Managers throughout the contract
- Built strong relationship with maintenance department in order to oversee vehicle maintenance plan and ensure fleet availability to achieve on time pull outs
- Contributed to and helped implement safety and training programs, plans and processes to ensure compliance with company, contract, and regulatory requirements

MV Transportation
Safety Supervisor, Houston, TX
2011 – 2012

- Focused on and successfully lowered the accident frequency rate significantly
- Assumed responsibility of Safety & Training Manager as needed, including handling accident reporting, holding safety meetings, assigning reported incidents to a safety supervisor, reviewing accident reports and attending accident review meetings with the client
- Became certified as Program Manager, DriveCam Coach, and Trainer

First Transit, Inc./MV Transportation
Operator, Houston, TX
2010 - 2011

- Served as primary passenger-relations contact, providing exceptional customer service
- Transported passengers with a focus on safety
- Performed pre- and post-trip inspections to confirm vehicle safety and operability
- Assisted passengers as needed

First Transit
A Transdev Company

Chase Bank North America
Assistant Vice President, Change Management
1999 - 2009

- Managed the policy and procedures of both national and international banking for 6 national and 2 international call centers
- Responsible for the customer service and procedural administration of 1200 employees
- Chase Leadership award winner in 2001, which recognized excellence in leadership abilities
- Acquired heavy project management skills handling multiple projects while sustaining involvement in long term initiatives

Education & Professional Training

Tucson College of Business, Tucson Arizona
Business Management 1991

Pima Community College, Tucson, Arizona
Business Administration 1989

Rutgers University
National Transit Institute Paratransit Management and Operations

U.S. Department of Transportation: Transportation Safety Institute (TSI)
Curbing Transit Employee Distracted Driving

Fatigue and Sleep Apnea Awareness for Transit Employees

Supervisory Training Course-49 CFR Part 655 Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations

Substance Abuse Management and Contract Compliance

Effectively Managing Transit Emergencies

Transit Safety and Security Program Certificate (TSSP)

SMS Principles for Transit

Total Transportation Consortium
Supervisor Training –Reasonable Suspicion

DriveCam Training
Certified DriveCam Coach

First Transit
A Transdev Company transdev

Certified DriveCam Program Manager

Houston METRO Development Classes

Adaptive Leadership I

Adaptive Leadership II

Delegating with Purpose

Communicating for Leadership Success

MV University

Reasonable Suspicion Training

Reasonable Suspicion Course Trainer

Safety Leadership

Supervisor and Manager Sexual Harassment – Anti-Harassment Training

Road Supervisor Course

Selection for Success I and II

Trapeze for Managers

Chase Business Leadership Education:

Six Sigma Green Belt

Franklin Covey Time Management

Myers Briggs

Effective Coaching

Hiring for High Performance

Business Ethics

Visio, PowerPoint, Access, Excel, and Word

Managing Difficult Personalities

Motivation & Team Building for Large Teams

Motivation & Team Building for Multi-Site Teams

Safe Separations: Guideline for Ending Employment

First Transit
A Transdev Company

PAULA COOPER

Operations Manager

Professional Transportation Experience

First Transit, Inc.
Operations Manager, Fort Bend County, TX
2021 – Present

- Develops and evaluates employee daily productivity by providing training, coaching, and/or guidance
- Manages the finance department for specific initiatives to ensure that daily processes are completed with the scope of service, time, and budget allotted
- Assists the General Manager by providing support to Operations and Safety managers to develop and implement growth strategies
- Coordinates interviews, recruiting, and hires new employees through talent acquisition system

Greater Houston Transportation, Texas Para Transit
Paratransit Operations Manager, Houston, TX
2010 - 2021

- Managed and increased the effectiveness and efficiency of MetroLift's contract, by implementing improvements to each function as well as incorporating effective communication between clients and customers
- Contributed to short and long term organizational strategies as a key member of the management team
- Maintained and monitored all weekly and monthly employee payroll and hiring processes
- Supervised, increased productivity, mitigated monthly damages, and evaluated employee performance

Veolia Transportation, SuperShuttle
Operations Manager – Houston, TX
2008 - 2010

- Upheld Houston Airport System's contract requirements to customers and employees
- Led collaboration with management staff to develop a positive working culture while implementing organizational strategies, policies, and planning
- Monitored and evaluated Ticket Agents and Dispatching department's performance
- Maintained and monitored weekly and monthly employee and hiring processes

First Transit
A Transdev Company

Veolia Transportation - SuperShuttle, Adams Systems, LLC
Accounts Payable and Receivable Manager – Houston, TX
2006 - 2008

- Reconciled and recorded Independent Contractors' weekending receipts
- Reported and verifyied the accuracy of financial and transactional receipts
- Calculated, prepared, and issued billing
- Provided invoices and account statements to company account holders

Greater Houston Transportation Company
Accounts Receivable Clerk – Houston, TX
2002 - 2006

- Compared bi-monthly billing for GHTC, United Cab, and Metro Subsidiary programs for monthly payment
- Processed debits and credits for company account holders
- Assisted independent contractors with credit cards and account holders payment

Professional Training

- FTA Transportation Guidelines
- Procurement
- KPI Reporting
- MicroSoft Word, Excel, PowerPoint
- Team Building & Leadership
- Dispatching
- DOT Compliant
- National Safety Council – Defensive Driving Instructor
- FTA Drug and Alcohol Policy
- Certified Safety and Security Officer (CSSO)
- Reasonable Suspicion Training

Education

- Pennsylvania State University, University Park, PA
- The Real Estate School, Sugarland, TX

First Transit
A Transdev Company

KENNETH KERBAUGH

Maintenance Manager

Professional Transportation Experience

First Transit, Inc.
Maintenance Manager, Fort Bend County, TX
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 with the fleet
- Monitors and identifies any repeat failures
- Creates and monitors road call reduction plan
- Inspects buses on a regular basis for proper repairs and cleanliness
- Conducts monthly environmental site inspections

First Transit, Inc.
Lead Technician/Working Foreman, Sugar Land, TX
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
Maintenance Manager, Newark, NJ
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

New Jersey Transit
Senior Maintenance Instructor, Newark, NJ
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

First Transit
A Transdev Company transdev

- Trained by factory reps from Caterpillar, Cummins, Detroit Diesel, Allison, ZF, I/O Controls, Luminator, Proheat, Lift-U, Amerex, and Ricon

Professional Achievements & Training

- ASE Quad Master Certified Shop Manager
- ASE World Class designation achieved in 2019
- ASE Master Certified in Transit Bus, Med/Heavy Truck, Automotive, Collision and School Bus
- L1 & L2 certified
- Collaborated with a team of industry experts in the development of ASE Transit Bus Tests

Certificate of Completion
from the
Community Transportation Association of America

This acknowledges that:

Julia Saldana

Succesfully completed the online course

Handling Conflict and De-escalation Skills for Transit Drivers and Supervisors

On August 05, 2023

Caryn R Souza

Caryn Souza
Training and Certification
Director, CTAA

COMMUNITY TRANSPORTATION ASSOCIATION OF AMERICA
ctaa

This is to certify that

Julia Saldana

has successfully completed

Transdev Discovery

May 06 2023

transdev
the mobility company


MOBILITY EXPERT
CERTIFICATE
Julia Saldana
transdev
the mobility company

This is to certify that

Julia Saldana

has successfully completed

Workplace Harassment Prevention Training new combined version

May 06 2023

transdev
the mobility company

This is to certify that

Julia Saldana

has successfully completed

Fight Against Corruption
2021-2024

June 16 2023

transdev
the mobility company



CERTIFICATE OF ACHIEVEMENT

PRESENTED TO

Julia Saldana

FOR THE SUCCESSFUL COMPLETION OF

2022 Kevin Mitnick Security Awareness Training - 45 minutes

May 02, 2023

easterseals
Project Action®

Certificate of Completion

is awarded to

Julia Saldana

in recognition of your satisfactory completion of

De-Escalation Training

April 25, 2023 4 Credit Hours

TEXASTRANSIT ASSOCIATION

Judy L. Shanley, Ph. D.
Director, Easterseals Transportation Group

First America University

CERTIFICATE
OF COMPLETION

JULIA SALDANA

has successfully completed the journey

FIRST TRANSIT: MANAGER TRAINING PROGRAM

on April 4, 2022

2022

U.S. Department of Transportation

Transportation Safety Institute
Certificate

Julia Saldana

HAS SUCCESSFULLY COMPLETED THE
FEDERAL TRANSIT ADMINISTRATION'S COURSE IN

SUBSTANCE ABUSE MANAGEMENT AND PROGRAM COMPLIANCE

Conducted at: Houston, TX
August 14-16, 2018

CCDAPP CEH's Awarded 8.0 (Approval #0001-0704-TSI)
EACC PDH's Awarded 19.5 (Approval #VKUDOT0417-G73)
Domain: II
Continuing Education Units 2.0

Christine A. Lawrence
Acting Manager, Transit Safety & Security Division

Kevin Thomas
Director, Transportation Safety Institute



We Provide Freedom™

presents this certificate to

Julia Saldana

for successfully completing

Safety Leadership Final Exam

Fri Mar 21 2014

Houston Medical Testing Services Courses

CERTIFICATE OF COMPLETION

FTA Supervisor

This certificate is awarded to
Julia Saldana

This certifies that the above named individual has completed the two hour training course
"A Supervisor's Guide to Reasonable Suspicion Testing,"
which meets the requirements of 49 CFR Part 655.14.
This training is provided, as required by said regulation, for
those who are responsible for requesting Reasonable Suspicion Drug and Alcohol tests.

STS Superior Training Solutions
A Division of Lifeloc Technologies

4/17/2019
Date

Print

U. S. Department of Transportation

Transportation Safety Institute
Certificate

Julia Saldana

**HAS SUCCESSFULLY COMPLETED THE
FEDERAL TRANSIT ADMINISTRATION'S ONLINE COURSE IN**

CURBING TRANSIT EMPLOYEE DISTRACTED DRIVING

Completed: Jul-24-2014

Michael E. Nolan
Transportation Safety Specialist (Surface)

Christine A. Lawrence

Christine Lawrence
Acting Director

Certificate of Appreciation

In honor of your outstanding support

MV Transportation

2013-2014

Interagency
MENTOR-PROTÉGÉ
Program

Awarded On June 26, 2014

Kimberly Williams, JD, Vice President
METRO Office of Small Business

Carlecia D. Wright, Director
City of Houston Office of Business Opportunity

Alexis Licata, General Manager
HISD Office of Business Assistance

Gilda Ramirez, Vice President
Port of Houston Authority Small Business Development

U. S. Department of Transportation

Transportation Safety Institute
Certificate

Julia Saldana

**HAS SUCCESSFULLY COMPLETED THE
FEDERAL TRANSIT ADMINISTRATION'S ONLINE COURSE IN**

FATIGUE AND SLEEP APNEA AWARENESS FOR TRANSIT EMPLOYEES

Completed: Aug-05-2014

Michael E. Nolan
Transportation Safety Specialist (Surface)

Christine A. Lawrence

Christine Lawrence
Acting Director

American CPR Care Association
We Provide Quality Healthcare

A397545

CPR/AED, Standard First Aid,
and Bloodborne Pathogens (BLS)

Julia Saldana

This card certifies that the above individual has successfully completed the requirements in accordance with American CPR Care Association's curriculum.

10/27/2021	10/27/2023
Issue Date	Renewal Date

Instructor Signature

Holder's Signature Julia Saldana

Call 911 in case of a medical emergency
Call 1-800-222-1222 in a poison emergency
For CPR/AED or First Aid training information
call 1-888-808-9109 or visit cprcare.com

American CPR Care Association
Renewal Recommended every 2 years

Statement of Participation

The Postgraduate Institute for Medicine confirms that

Julia Saldana

has participated in the educational activity titled

All Courses Combo

an Internet based activity on 10/27/2021

This educational activity for **6.0** contact hours is provided by the Postgraduate Institute for Medicine.

JOINTLY ACCREDITED PROVIDER™
INTERPROFESSIONAL CONTINUING EDUCATION

In support of improving patient care, Postgraduate Institute for Medicine is jointly accredited by the Accreditation Council for Continuing Medical Education **(ACCME)**, the Accreditation Council for Pharmacy Education **(ACPE)**, and the American Nurses Credentialing Center **(ANCC)**, to provide continuing education for the healthcare team.

American CPR Care Association
We Provide Quality Healthcare

PIM | Postgraduate Institute for Medicine
Professional Excellence in Medical Education

Postgraduate Institute for Medicine
304 Invernewss Way South, Suite 100, Englewood, CO 80112
(303) 799-1930 | (303) 858-8848 Fax

Trace Hutchison, Pharm D.

Trace Hutchison, PharmD
Director of Medical Education
Postgraduate Institute for Medicine

The licensee must retain this certificate for a period of 4 years after participating in the course.

CERTIFICATE OF
MEMBERSHIP

The Society for Human Resource Management (SHRM) certifies that

Julia Saldana

is a member in good standing with all
the privileges and benefits accorded through

4/30/2022

Presented by



Johnny C. Taylor, Jr., SHRM-SCP
President & CEO

SHRM®
BETTER WORKPLACES
BETTER WORLD™

Certificate
of Completion

First

Julia Saldana

has successfully completed the course

Polishing Your Feedback Skills

Duration: 23 m

on October 25, 2021

2021

Certificate
of Completion

First

Julia Saldana

has successfully completed the course

DriveCam

Duration: 20 m

on August 2, 2021

2021



Certification of Completion

to

Julia Saldana

for successfully completing

General Manager Onboarding

Awarded August 26th, 2021

Tom Secrest, SVP of HR & Labor Relations

First Transit

DRUG AND ALCOHOL REFRESHER

BY SIGNING, I ACKNOWLEDGE THAT I HAVE RECEIVED THE 1HR FT/FB DRUG AND ALCOHOL REFRESHER TRAINING ON THE EFFECTS AND CONSEQUENCES OF PROHIBITED DRUG USE.

NAME: Julia Saldana

LOCATION CODE: 55431

SIGNATURE: Julia Saldana

DATE: October 21, 2022

First Observer Plus Mass Transit and Passenger Rail (MTPR)

Certificate of Completion

This certificate is presented to

Julia Saldana

For Successfully Completing First Observer Plus™

Mass Transit and Passenger Rail (MTPR)

Security Awareness Training

Date: 12/2/2022

Prev Done

Supervisor's Receipt

In order to fulfil Section 382.603 of the regulations, which requires that "all persons designated to supervise drivers receive at least 60 minutes of training on alcohol misuse and an additional 60 minutes of training on controlled substances use," I acknowledge:

1) My completion of J. J. Keller's ***Reasonable Suspicion Testing: What Supervisors Need to Know*** Online Course containing the following topics:

   - Reasonable suspicion rules and regulations
   - The prohibitions
   - The reasonable suspicion process
   - Effects of alcohol misuse
   - Effects of drug use
   - Violating the prohibitions
   - Alcohol and drug testing records
   - Providing help

2) My completion of the study of the provided additional reading materials found in the course on alcohol abuse and controlled substances use.

Julia Saldana — 11/29/21

Supervisor's Signature — Date

First Group America

Motor Carrier

Motor Carrier Representative's Signature

Note: There may be instances where your motor carrier needs to provide proof of your training on Reasonable Suspicion, Alcohol Misuse, and Drug Use. Please read and sign this receipt, and then have a responsible motor carrier representative countersign it and place it in your personnel file.

Copyright 2016 J. J. Keller & Associates, Inc.

J. J. Keller & Associates, Inc.®
Since 1953

transdev

Presents this

Certificate of Completion to

Julia Saldana

For completing the Token Transit Training Program

(Including how to identify a valid pass, what to do when a pass is expired and how to track each pass)

Held on Saturday, April 1, 2023

Julia Saldana

Julia Saldana, General Manager

4/1/2023

Date Presented

transdev

Presents this

Certificate of Completion to

Julia Saldana

For completing the Annual Refresher Training Program

(Including Mobility Device Securement, Pre and Post Trips, SDS, Bloodborne Pathogens)

Held on Saturday, April 1, 2023

Julia Saldana

Julia Saldana, General Manager

4/1/2023

Date Presented

J. J. KELLER
Training on Demand

Student Transcript for: Julia Saldana

To verify this student transcript, please scan the **QR Code** below or visit **www.jjkellertraining.com/verify** and enter the following number:

28833114

Course Title / Completion Date / Time Spent / Final Score

Reasonable Suspicion Testing: What Supervisors Need to Know
11/29/2021 03:28:19 90%

J. J. Keller's Training on Demand

Certificate of Completion

Julia Saldana

Has completed the online, interactive training course

Reasonable Suspicion Testing: What Supervisors Need to Know

And achieved a score of **90** **%** on the Final Exam.

First America
Company Name

600 Vine St
Company Address

Cincinnati, OH 45202
City, State, Zip

11/29/2021
Date of Completion

Note: It is the responsibility of the trainer and the trainer's company (named as Company, above) to determine and verify a student's competency. Course completion certificates do not state or imply competency on any given subject, only that the student has completed the online training.

J. J. Keller & Associates, Inc.®
Since 1953

metropolitan transit authority of harris county

Organization Development

Certificate of Completion

Presented to:

Julia Saldana

For

Communicating for Leadership Success

Cathy Reen

Cathy Reen, Facilitator

June 10, 2014

New METRO Going Places

metropolitan transit authority of harris county

Organization Development

Certificate of Completion

Presented to:

Julia Saldana

For

Delegating With Purpose

Cathy Reen

Cathy Reen, Facilitator

Date: May 7, 2014

New METRO Going Places

metropolitan transit authority of harris county

Organization Development

Certificate of Completion

Presented to:

Julia Saldana

For

Adaptive Leadership

Cathy Reen

Cathy Reen, Facilitator

June 11, 2014

New METRO Going Places

metropolitan transit authority of harris county

Organization Development

Certificate of Completion

Presented to:

Julia Saldana

For

Adaptive Leadership II

Cathy Reen

Cathy Reen, Facilitator

August 26, 2014

New METRO Going Places

Reasonable Suspicion Training

provided by MV Transportation, Inc.

This certifies that on **January 24, 2014**

Julia Saldana

Completed Reasonable Suspicion Training for Drug and Alcohol Testing. The two-hour course consisted of 60 minutes of training on the signs and symptoms of alcohol misuse and 60 minutes of training on the signs and symptoms of prohibited drug use in accordance with CFR §655.14(b)(2).

Hector Vargas

Hector Vargas
Area Safety Director

American CPR Care Association
We Provide Quality Healthcare

A254296

Standard First Aid

Julia Saldana

This card certifies that the above individual has successfully completed the requirements in accordance with American CPR Care Association's curriculum.

09/24/2019 — Issue Date

09/24/2021 — Renewal Date

Instructor Signature

Holder's Signature Julia Saldana

Call 911 in case of a medical emergency
Call 1-800-222-1222 in a poison emergency
For CPR/AED or First Aid training information
call 1-888-808-9109 or visit cprcare.com

American CPR Care Association
Renewal Recommended every 2 years

American CPR Care Association
We Provide Quality Healthcare

A254295

CPR: Adult, Child, Infant
& AED Training (BLS)

Julia Saldana

This card certifies that the above individual has successfully completed the requirements in accordance with American CPR Care Association's curriculum.

09/24/2019
Issue Date

09/24/2021
Renewal Date

Instructor Signature

Holder's Signature Julia Saldana

Call 911 in case of a medical emergency
Call 1-800-222-1222 in a poison emergency
For CPR/AED or First Aid training information
call 1-888-808-9109 or visit cprcare.com

American CPR Care Association
Renewal Recommended every 2 years

easterseals
Project Action®

Certificate of Completion

is awarded to

Paula Cooper

in recognition of your satisfactory completion of

De-Escalation Training

April 25, 2023 4 Credit Hours

TTA
TEXASTRANSIT
ASSOCIATION

Judy L. Shanley, Ph. D.
Director, Easterseals Transportation Group



CERTIFICATE OF ACHIEVEMENT

PRESENTED TO

Paula Cooper

FOR THE SUCCESSFUL COMPLETION OF

2022 Kevin Mitnick Security Awareness Training - 45 minutes

May 04, 2023

The Pennsylvania State University

By Authority of the Board of Trustees and
Upon Recommendation of the Faculty, Hereby Confers Upon

Paula Demetria Cooper

the degree of

Associate in Science

University College

In recognition of the completion of the Major in

Business Administration

In Testimony Whereof the Undersigned Have Subscribed Their Names
and Affixed the Seal of the University this month of December, 2021.

Matthew W. Schuyler
President of the Board of Trustees

Eric J. Barron
President of the University

Nicholas Jones
Executive Vice President
and Provost of the University

TAXIS FIESTA

YELLOW CAB

In Appreciation

for your years of dedicated service

To the McReynolds MS

Taxis Fiesta-Yellow Cab

Mentoring Program.

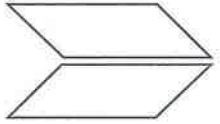
Paula Cooper

May 14th 2010

Paula Cooper

has successfully completed

LESSONS IN LEADERSHIP 2005



Course Instructor	Houston, Tx	February 18, 2005
	Location	*Date*

Paula Cooper

has successfully completed



You can't
legislate behavior.

Commmunication
has occurred
when information
is transferred.

The independent
contractor driver
is our customer.

We are actively
involved in our
local community.

Severity is random.

Make safety
a personal issue!

Authority is a
poor substitute
for leadership.

Course Instructor	Houston, Tx	October 16, 2007
	Location	*Date*

Houston Medical Testing Services Courses

CERTIFICATE OF COMPLETION

FTA Supervisor

This certificate is awarded to
Paula Cooper

This certifies that the above named individual has completed the two hour training course
"A Supervisor's Guide to Reasonable Suspicion Testing,"
which meets the requirements of 49 CFR Part 655.14.
This training is provided, as required by said regulation, for
those who are responsible for requesting Reasonable Suspicion Drug and Alcohol tests.

STS Superior Training Solutions
A Division of Lifeloc Technologies

4/17/2019
Date

Print

Certificate of Completion

This is to certify that



Paula Cooper

(Company Name: Texas Paratransit, Inc.)

has successfully completed the

Supervisory Training Course

As required by 49 CFR Part 655 Prevention of Alcohol Misuse and Prohibited Drug in Transit Operations

Sherri Vogler

Sherri Vogler, R.N., M-CPCT, BAT

February 15, 2012

Date

JTB SAFETY RESOURCES, LLC

This certifies that

Paula Cooper

Has successfully completed the

Reasonable Suspicion Drug & Alcohol Testing Decision Training for FTA Supervisors

and is entitled to this

Certificate of Completion

02/14/2017
Date of Completion

Greg Dugat
Drug & Alcohol Program Manager

Sam Houston State University

Impaired Driving Programs

George J. Beto Criminal Justice Center

This

Certificate of Training

is awarded to

Paula D. Cooper

for successful completion of

DRUG IMPAIRMENT TRAINING FOR TEXAS EMPLOYERS
6 HOURS
February 6, 2013
Houston, Texas

Vincent J. Webb, *Dean*
College of Criminal Justice

Cecelia P. Marquart, *Director*
Drug Evaluation and Classification Program

metropolitan transit authority of harris county

Organization Development

Certificate of Completion

Presented to:

Paula Cooper

For

Adaptive Leadership II

Cathy Reen

Cathy Reen, Facilitator

August 26, 2014

New METRO Going Places

Easter Seals Project ACTION
ACCESSIBLE COMMUNITY TRANSPORTATION IN OUR NATION

Certificate of Completion

AWARDED TO

Paula Cooper

IN RECOGNITION FOR COMPLETING THE

Advanced Practices in Paratransit Service

Online Course

6 Week Online Self-Study Course
April 28, 2014 – June 13, 2014
Course Instructor: Kristi McLaughlin
I committed _____ hours to this course.

Carol R. Wright

Carol Wright, Senior Director
Easter Seals Transportation Group

metropolitan transit authority of harris county

Organization Development

Certificate of Completion

Presented to:

Paula Cooper

For

Communicating for Leadership Success

Cathy Reen

Cathy Reen, Facilitator

April 17, 2014

New METRO Going Places

U. S. Department of Transportation

Transportation Safety Institute
Certificate

PAULA COOPER

HAS SUCCESSFULLY COMPLETED THE
FEDERAL TRANSIT ADMINISTRATION'S ONLINE COURSE IN

FATIGUE AND SLEEP APNEA AWARENESS FOR TRANSIT EMPLOYEES

Completed: Apr-11-2013

Michael E. Nolan
Transportation Safety Specialist (Surface)

Christine A. Lawrence

Christine Lawrence
Acting Director

U. S. Department of Transportation

Transportation Safety Institute
Certificate

PAULA COOPER

**HAS SUCCESSFULLY COMPLETED THE
FEDERAL TRANSIT ADMINISTRATION'S ONLINE COURSE IN**

CURBING TRANSIT EMPLOYEE DISTRACTED DRIVING

Completed: Apr-11-2013

Michael E. Nolan
Transportation Safety Specialist (Surface)

Christine A. Lawrence

Christine Lawrence
Acting Director

Easter Seals Project ACTION

ACCESSIBLE COMMUNITY TRANSPORTATION IN OUR NATION

Certificate of Completion

awarded to

Paula Cooper

in recognition of your participation in

Excellence in Service for Paratransit Managers

10 Week Virtual Self-Study Course
June 1 – August 10, 2011
Course Instructor: Kristi McLaughlin
I committed _____ hours to this course.

Mary A. Leary, Senior Director
Easter Seals Project ACTION

metropolitan transit authority of harris county

Organization Development

Certificate of Completion

Presented to:

Paula Cooper

For

Teamwork in the Workplace

Arquella Hargrove

Arquella Hargrove, Facilitator
Training and Leadership Consulting, Inc.

April 20, 2016

New METRO Going Places

JTB SAFETY RESOURCES, LLC

This certifies that

paula Cooper

Has successfully completed the

20 – Minute Toolbox Topic – Distracted Driving

and is entitled to this

Certificate

May 11, 2016
Date of Completion

20-20160009
Certificate Number

METRO

Certificate of Completion

Presented to:

Paula Cooper

for attending

Microsoft Excel 2013 Intermediate

August 11, 2016

Terri Bower

Terri Bower, Facilitator

American Public Transportation Association
2015 OUTSTANDING PUBLIC TRANSPORTATION SYSTEM
METRO

Human Resources
Organization Development

Easter Seals Project ACTION
ACCESSIBLE COMMUNITY TRANSPORTATION IN OUR NATION

Certificate of Completion

AWARDED TO

Paula Cooper

IN RECOGNITION FOR COMPLETING THE

Advanced Practices in Paratransit Service

Online Course

6 Week Online Self-Study Course
April 28, 2014 – June 13, 2014
Course Instructor: Kristi McLaughlin
I committed _____ hours to this course.

Carol R. Wright

Carol Wright, Senior Director
Easter Seals Transportation Group

Easter Seals Project ACTION
ACCESSIBLE COMMUNITY TRANSPORTATION IN OUR NATION

Certificate of Completion

AWARDED TO

Paula Cooper

IN RECOGNITION FOR COMPLETING THE

Advanced Practices in Paratransit Service

Online Course

6 Week Online Self-Study Course
April 28, 2014 – June 13, 2014
Course Instructor: Kristi McLaughlin
I committed _____ hours to this course.

Carol R. Wright

Carol Wright, Senior Director
Easter Seals Transportation Group

National Transit Institute

THIS CERTIFICATE IS AWARDED TO

Paula Cooper

FOR THE COMPLETION OF

Paratransit Management & Operations Course

2/8/2012 - 2/9/2012
Houston, TX
CEUs Awarded: 1.00

RUTGERS
THE STATE UNIVERSITY OF NEW JERSEY

Paul J. Larrousse
Director, NTI

DDC

Renewal DDC Ins

NSC Defensive Driving Course (DDC)
INSTRUCTOR RECORD

TRAINING CENTER: Yellow Cab (489)
ID#: 613162

INSTRUCTOR NAME: Paula Cooper
ID#: 997124 CLASSIFICATION:
EXPIRES: 11/30/2013

Shannon Haynes
Yellow Cab (489)
1406 Hays St
Houston TX 77009-6418

Paula Cooper
Yellow Cab (489)
20118 Saddle Ranch Drive
Humble TX 77338

DDC Information Highway

Certified DDC Instructors have free access to the Instructor section of the DDC Information Highway. You will need the following information to register:

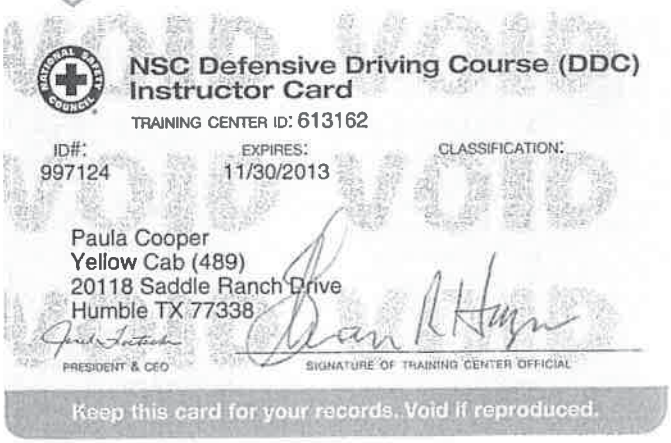
1. Email address
2. Current DDC Instructor credential numbers (shown on this card)

For detailed new registration and/or returning user instructions, go to **ddcinfohighway.org.**

National Safety Council
Training Center Administration
1121 Spring Lake Drive
Itasca, IL 60143

256465
Karol Haynes
National Safety Council Texas TEA Progra
200 Salina Meadows
Suite 200
Syracuse NY 13212-4536

Carry this card with you at all times.



15M0312 ©2012 National Safety Council. 32989-0000



First Transit

and

First Vehicle Services

Present this

Certification of Completion

to

Paula Cooper

for successfully completing

General Manager Onboarding

Awarded September 29th, 2022

Tom Secrest, SVP of HR & Labor Relations

Certificate of Completion
from the
Community Transportation Association of America

This certifies that:

Paula Cooper

Has succesfully met the requirements as a

Certified Safety and Security Officer (CSSO)

Valid June 28, 2022 through June 28, 2025

Scott Bogren
Executive Director, CTAA

Barbara K Cline

Barbara Cline
President

CSSO

J. J. Keller's Training on Demand

Certificate of Completion

Paula Cooper

Has completed the online, interactive training course

Reasonable Suspicion Testing: What Supervisors Need to Know

And achieved a score of **95 %** on the Final Exam.

First America
Company Name

600 Vine St
Company Address

Cincinnati, OH 45202
City, State, Zip

Julia Saldana 11/23/2021
Signature of Company Representative Date

Paula Cooper 11/23/2021
Paula Cooper Date

11/23/2021
Date of Completion

Note: It is the responsibility of the trainer and the trainer's company (named as Company, left) to determine and verify a student's competency. Course completion certificates do not state or imply competency on any given subject, only that the student has completed the online training.

J. J. Keller & Associates, Inc.®
Since 1953


WORLD CLASS
ASE
autocare
ASSOCIATION
TECHNICIAN
KENNETH D KERBAUGH
In recognition for successfully meeting
the World Class Technician Program
requirements by attaining ASE
certification in twenty-two specific areas
2019

ASE Certification Status

Kerbaugh, Kenneth D.

Needville, TX 77461-8255

ASE ID: ASE-1568-1647

Created: August 11, 2023

9:26:47 AM

This individual currently has the ASE certification status shown below:



Current ASE Designations

Certificates
Master Automobile Technician
Master Collision Repair Technician
Truck Equipment Technician
Master Transit Bus Technician
Advanced Level Specialist
Master School Bus Technician
Master Medium/Heavy Truck Technician

ASE Certification Details

Test	Description	Expiration	Status
A1R	Engine Repair Recert	06/30/2028	Current
A2R	Automatic Transmission/Transaxle Recert	06/30/2028	Current
A3R	Manual Drive Train & Axles Recert	06/30/2028	Current
A4R	Suspension & Steering Recert	06/30/2027	Current

A5R	Brakes Recert	06/30/2028	Current
A6R	Electrical/Electronic Systems Recert	06/30/2028	Current
A7R	Heating & Air Conditioning Recert	06/30/2027	Current
A8R	Engine Performance Recert	06/30/2027	Current
A9R	Light Vehicle Diesel Engines Recert	06/30/2027	Current
B2	Painting & Refinishing	06/30/2024	Current
B3	Non-Structural Analysis & Repair	12/31/2024	Current
B4	Structural Analysis & Repair	12/31/2024	Current
B5	Mechanical & Electrical Components	06/30/2024	Current
E1	Installation & Repair	06/30/2024	Current
E2	Electrical/Electronic Systems	06/30/2024	Current
H1R	Compressed Natural Gas Engines	06/30/2026	Current
H2R	Diesel Engines Recert	06/30/2026	Current
H3R	Drive Train Recert	06/30/2026	Current
H4R	Brakes Recert	06/30/2026	Current
H5R	Suspension and Steering Recert	06/30/2026	Current
H6R	Electrical/Electronic Systems Recert	06/30/2026	Current
H7R	Heating Ventilation & A/C Recert	06/30/2026	Current
H8R	Preventive Maintenance & Inspection Recert	06/30/2026	Current
L1R	Automobile Advanced Engine Performance Recert	06/30/2027	Current
L2R	Electronic Diesel Engine Diagnosis Recert	06/30/2027	Current
S1R	Body Systems & Special Equipment Recert	12/31/2028	Current
S2R	Diesel Engines Recert	12/31/2028	Current
S3R	Drive Train Recert	12/31/2028	Current
S4R	Brakes Recert	06/30/2028	Current
S5R	Suspension & Steering Recert	06/30/2028	Current
S6R	Electrical/Electronic Systems Recert	06/30/2028	Current
S7R	Air Conditioning Systems & Controls Recert	06/30/2028	Current
T1R	Gasoline Engines Recert	06/30/2027	Current
T2R	Diesel Engines Recert	06/30/2027	Current
T3R	Drive Train Recert	06/30/2027	Current
T4R	Brakes Recert	06/30/2027	Current
T5R	Suspension & Steering Recert	06/30/2027	Current
T6R	Electrical/Electronic Systems Recert	06/30/2027	Current
T7R	Heating Ventilation & Air Conditioning Recert	06/30/2027	Current
T8R	Preventive Maintenance & Inspection (PMI) Recert	06/30/2027	Current

To become ASE certified, you must pass an ASE test and have the required amount of relevant hands-on work experience. Refer to the ASE Work Experience Requirements Important Information section for details or submit the ASE Work Experience Form at https://workexp.ase.com.

An expired certification can be reinstated by taking and passing the corresponding recertification test. Please contact us if you have any questions.

Sincerely,

ASE Customer Service

800-390-6789

703-669-6609

contactus@ase.com

This is to certify that

Kenneth Kerbaugh

has successfully completed

Reasonable Suspicion

August 11 2023

transdev
the mobility company

Client Name	Services Provided	Contact Name	Contact Title	Client Address	Contact Phone	Contact Email	Customer Since
Anne Arundel County	Fixed & Paratransit	Justin Alsup	Purchasing Agent	2666 Riva Rd., Annapolis, MD 21401	4102227672	phalsu00@aacounty.org	7/1/2008
BC Transit Fraser Valley Region	Fixed & Paratransit	Stephen Anderson	Regional Director of Operations	520 Gorge Rd East, Victoria, BC V8W 2P3 CAN	2509955634	stephen_anderson@bctransit.com	4/1/2010
BC Transit Kelowna Regional/Peachland	Fixed & Paratransit	Stephen Anderson	Regional Director of Operations	520 Gorge Rd East, Victoria, BC V8W 2P3 CAN	2509955634	stephen_anderson@bctransit.com	1/1/2000
BC Transit South Island Region	Fixed & Paratransit	Stephen Anderson	Regional Director of Operations	520 Gorge Rd East, Victoria, BC V8W 2P3 CAN		stephen_anderson@bctransit.com	1/1/2008
Carson City, NV	Fixed & Paratransit	Chris Martinovich PE	Transportation Manager	3505 Butti Way, Carson City, NV 89701	7758872355	cmartinovich@carson.org	8/10/2020
Chemung County	Fixed & Paratransit	Mike Perry	GIS Transportation Analyst	1201 Clemens Center Parkway, Elmira, NY 14901	6077372031	mperry@chemungcountyny.gov	1/1/1988
Chemung County	Fixed & Paratransit	Kevin Meindl	Planning Commissioner	1201 Clemens Center Parkway, Elmira, NY 14901	6077372031	kmeindl@chemungcountyny.gov	1/1/1988
Chenango County	Fixed & Paratransit	R.C. Woodford	Clerk of the Board	126 Leilani Way, Norwich, NY 13815	6073371430	rcwoodford@co.chenango.ny.us	4/1/1996
City of Arcadia	Fixed & Paratransit	Linda Hui	Transportation Services Manager	240 West Huntington Drive, Arcadia, CA 91007	6265745435	lhui@arcadiaca.gov	9/1/2017
City of Canby, OR	Fixed & Paratransit	Todd Wood	Transit Director	195 S Hazel Dell, Canby, OR 97013		woodt@canbyoregon.gov	7/1/2021
City of Cerritos	Fixed & Paratransit	Kristin Aguila	Advanced Planning Manager	18125 Bloomfield Ave, Cerritos, CA 90703	5629161205	kaguila@cerritos.us	7/1/2013
City of Fargo	Fixed & Paratransit	Julie Bommelman	Transit Director, City of Fargo	650 23rd St N, Fargo, ND 58102	7014766737	jbommelman@matbus.com	1/1/2007
City of Hinesville, GA	Fixed & Paratransit	Ryan Arnold	Assistant City Manager	Hinesville, GA		rarnold@cityofhinesville.org	11/1/2020
City of Moorhead	Fixed & Paratransit	Lori Vanbeek	Transit Director, City of Moorhead	Moorhead, MN	7014766686	lvanbeek@matbus.com	1/1/2007
City of Nashua	Fixed & Paratransit	Camille Correa	Transportation Manager	11 Riverside Drive, Nashua, NH 03062	6038212035	correac@nashuanh.gov	7/1/2009
City of Pasadena	Fixed & Paratransit	Valerie Gibson	Transit Manager	303 North Allen Ave., Pasadena, CA 91106	6267443725	vgibson@cityofpasadena.net	7/1/2001
City of Plymouth	Fixed & Paratransit	Nur Kasin	Transit Administator	3400 Plymouth Boulevard, Plymouth, MN 55447	7635095013	nkasin@plymouthmn.gov	4/1/1989
City of Rochester	Fixed & Paratransit	Ia Xiong	Physical Development Manager	4001 West River Pakrway, Suite 100, Rochester, MN 55901	5073282401	ixiong@rochestermn.gov	7/1/2012
City of Sandusky	Fixed & Paratransit	James Stacey	Transit Administrator	240 Columbus Avenue, Sandusky, OH 44870	4196218462	jstacey@ci.sandusky.oh.us	4/1/2017
City of Sierra Madre	Fixed & Paratransit	James Carlson	Management Analyst	4337 Rowland Ave., El Monte, CA 91731	6263557135	jcarlson@cityofsierramadre.com	7/1/1997
City of Springfield, OH	Fixed & Paratransit	Logan Cobbs	Deputy City Manager	76 East High Street, Springfield, OH 45502	9373247345	lcobbs@springfieldohio.gov	7/1/2011
City of Vacaville, CA	Fixed & Paratransit	Lori Damassa	Transit Manager	1001 Allison Drive, Vacaville, CA 95687	7074696575	lori.damassa@cityofvacaville.com	8/1/2006
City of Visalia	Fixed & Paratransit	Angelina Soper	Transit Manager	425 E Oak Ave Suite 301, Visalia, CA 93291	5597134591	angelina.soper@visalia.city	10/1/2018
Cobb County Transit	Fixed & Paratransit	Theo Letman	Paratransit Director	463 Commerce Park Drive, Suite 112, Marrietta, GA 30060	7705281914	theophalas.letman@cobbcounty.org	3/26/2017
Cortland County FIXED & PARA	Fixed & Paratransit	Trisha Jesset	Director of Planning	21 Squires St., Cortland, NY 13045	6077535043	tjesset@cortland-co.org	1/1/1993
Crescent City - Redwood Coast Transit Authority (RCTA)	Fixed & Paratransit	Joe Rye	Transit Manager	140 Williams Drive, Crescent City, CA 95531 USA	5597342646	tmtpconsulting@gmail.com	7/1/2003
Delaware Transit Corporation (DART) New Castle County	Fixed & Paratransit	Richard Paprcka	Chief Operating Officer	119 Lower Beech Street, Suite 100, Wilmington, DE 19805 USA	3025773278	rich.paprcka@delaware.gov	2/3/2014
Delaware Transit Corporation Kent & Sussex County	Fixed & Paratransit	Richard Paprcka	Chief Operating Officer	119 Lower Beech Street, Wilmington, DE 19805 USA	8003558080	rich.paprcka@delaware.gov	9/24/2018
Eastern Contra Costa Transit Authority FIXED & PARA	Fixed & Paratransit	Rashidi Barnes	CEO	801 Wilbur Ave., Antioch, CA 94509	9257546622	rbarnes@eccta.org	7/1/1986
Imperial County Transportation Commission (ICTC)	Fixed & Paratransit	David Aguirre	Transit Program Manager	1503 N. Imperial Ave., Suite 104, El Centro, CA 92243	7605924494	davidaguirre@imperialctc.org	7/1/1997
KCATA - Johnson County	Fixed & Paratransit	Josh Powers	Business Liaison	Kansas City, KS		joshua.powers@jocogov.org	3/1/2022
Lorain County	Fixed & Paratransit	Pam Novak	Chief Finance Officer for Lorain County Transit	226 Middle Ave, Elyria, OH 44035	4403295525	pnovak@loraincounty.us	1/1/2009
Milwaukee County Department on Aging	Fixed & Paratransit	Alena DeGrado	Transportation Coordinator	1220 W. Vliet Street, Milwaukee, WI 53205		alena.degrado@milwaukeecountywi.gov	1/1/2021
Modoc Transportation Agency/Sage Stage	Fixed & Paratransit	Debbie Pederson	Executive Director	108 South Main Street, Alturas, CA 96101 United States	5302336410	dpedersen@modoctransportation.com	7/1/2019
Omnitrans - San Bernardino	Fixed & Paratransit	Erin Rogers	CEO/General Manager	234 South I St., San Bernardino, CA 92410 USA	9099127416	erin.rogers@omnitrans.org	7/1/2020
San Diego MTS Para, Mini-Bus and Sorrento Valley Coaster Connection (SVCC)	Fixed & Paratransit	Mike Wygant	Chief Operating Officer	7490 Copley Park Place, San Diego, CA 92111	6192352648	michael.wygant@sdmts.com	7/1/2000
San Diego MTS Para, Mini-Bus and Sorrento Valley Coaster Connection (SVCC)	Fixed & Paratransit	Jay Washburn	Manager of Paratransit and Minibus	7490 Copley Park Place, San Diego, CA 92111	6192352648	jay.washburn@sdmts.com	7/1/2000
SouthWest Transit	Fixed & Paratransit	Matt Fyten	Interim CEO / Director of Operations	14405 W. 62nd St., Eden Prairie, MN 55346 USA	9529743101	mfyten@swtransit.org	5/1/1995
Transit Joint Powers Authority for Merced County	Fixed & Paratransit	Christine Chavez	Transit Manager	369 W. 18th St., Merced, CA 95340 USA	2093555313	christine.chavez@mercedthebus.com	3/1/2020
Washington County Transportation Authority - Fixed & Para Area 1	Fixed & Paratransit	Sheila Gombita	Executive Director	50 E Chestnut St, Washington, PA 15301 USA	7242292502	sheila@washingtonrides.org	2/1/2009
Yamhill County Transit Area	Fixed & Paratransit	Cynthia Thompson	Transit Manager	535 NE 5th Street, McMinnville, OR 97128	5034744910	thompsonc@co.yamhill.or.us	7/1/2012

Fare Collection Process:

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 fare amounts.
    a. If a passenger produces the incorrect fare, or is unable to pay, the driver requests the passenger sign the bottom of the cover sheet, if the passenger refuses, the driver can document the name.
2. Correct Passenger Counts must be maintained for Fare Reconciliation. Passenger Counts should also breakout Free Rides, No Pays, and Mobile Tickets.
3. When the day is completed, the fare box will be pulled by a First Transit service employee.
    a. 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 room until opened by the 2(two) individuals assigned to counting fares the next day.

Administration: Fares Verification:

Two(2) supervisors or trustworthy First Transit staff are assigned to counting fares daily. If on any day either of them is out of the office, another manager or staff 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 boxes 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 each of the 2(two) assigned to counting the 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, all fare boxes/bags, cash counted, and tickets will be locked in the room and the room remained vacant until both individuals can return and resume with counting. THE FARE COUNTING DOORS ARE LOCKED AT ALL TIMES WHILE FARE COUNTING. THERE WILL BE A DO NOT DISTURB SIGN POSTED ON THE DOOR DURING THE COUNTING. NO ONE IS TO ENTER THE ROOM WHILE FARES ARE BEING VERIFIED. The Do Not Disturb sign is 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 day by 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 using trip count reports ran in Novus for the day being counted.

Administration: Cash Processing and Deposit:

3. 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.
4. 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. Both individuals are required to count and run the cash through the counting machines to ensure accuracy.
5. Both individuals should re-count the other persons coins and bills.

6. Both individuals must re-verify the total cash and coin being deposited by both initialing the deposit slip after it is completed. The Fare Log is completed for the day's count and initialed by both counters.
7. 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.
8. Complete the information required on the deposit bag.
9. The deposit slip is photocopied and 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.
10. A trustworthy staff member or manager will bring the deposits to the bank, twice a week.

Administration: Ticket Processing:

Once individual route fare boxes have been verified and the deposit has been prepared and secured for deposit each ticket is calculated and recorded on the Ticket Count Report.

Each ticket will be invalidated by punching a hole in it and placed into a designated envelope as this envelope is delivered to Fort Bend County every week. The envelope is then stored away.

Any Fare ticket that is questioned if "acceptable" will be sent to Fort Bend County for Review

Administration: Report Processing:

1. Data from the fare count sheets (Tickets, Cash, Coin and Electronic Mobile Tickets) are input directly into the Fare Reconciliation Spreadsheet.
2. The actual deposit slips from the bank are copied with original deposit slips submitted with the cash bag.
3. Passenger data (counts) is reconciled with the Transportation Operations Data Report Form received from Fort Bend County.
4. Once all the reports are completed, the following should be stapled together and filed, therefore closing that day's fare reconciliation process:
    a. Fare Reconciliation Report
    b. Ticket Count Report
    c. Deposit Slip and Receipt
    d. Copy of deposit slip sheet given to the client.

Customer Overpayment Process:

1. Customer over payment for fare must be documented through email. Report should contain.
   a. Customer Name
   b. Contact number
   c. Date of travel
   d. Route number
   e. Overpayment Amount in Question

2. Verify customer usage of service in Trapeze system

3. Fare Counter must be notified immediately to look for overpayment on route During the fare count to verify and confirm overpayment(s).

4. Email sent to Fort Bend's Finance & Administration Manager and Grants & Budget Manager, Grants Specialist and Admin Asst. A/P and A/R regarding the customer's information of overpayment. A check will be processed and mailed to customer by Fort Bend Transit.

5. Fare Counter must count fare as it is, notating the accurate count on Fare Reconciliation spread sheet. A reference on the route number and date the overpayment was found.

Last Updated 05/09/2023

First Transit Business Continuity Plan Template v1.3

3737 Bamore Rd Rosenberg, Tx

Location ID 55431

Last Updated: August 11, 2023

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Revision History

Review and maintain the BCP annually. The BCP coordinator updates this document as needed and inserts notes on any changes made.

Date	Version	Update Description	Author
4/26/2021	1.2	Initial	Richard Cowart
8/15/2021	1.3	Update, Complete	Julia Saldana
8/7/2023	1.4	Update Contact Info	Julia Saldana

Purpose

The purpose of this business continuity plan (BCP) is to prepare First Transit (FT) in the event of extended service outages caused by factors beyond our control (e.g., man-made or natural disasters), and to restore business essential (i.e., necessary to function in any given business day and/or is HIPAA related) services to the widest extent possible in a minimum time frame. All First Transit sites are expected to implement preventive measures whenever possible to minimize operational disruptions and to recover as rapidly as possible when an incident occurs.

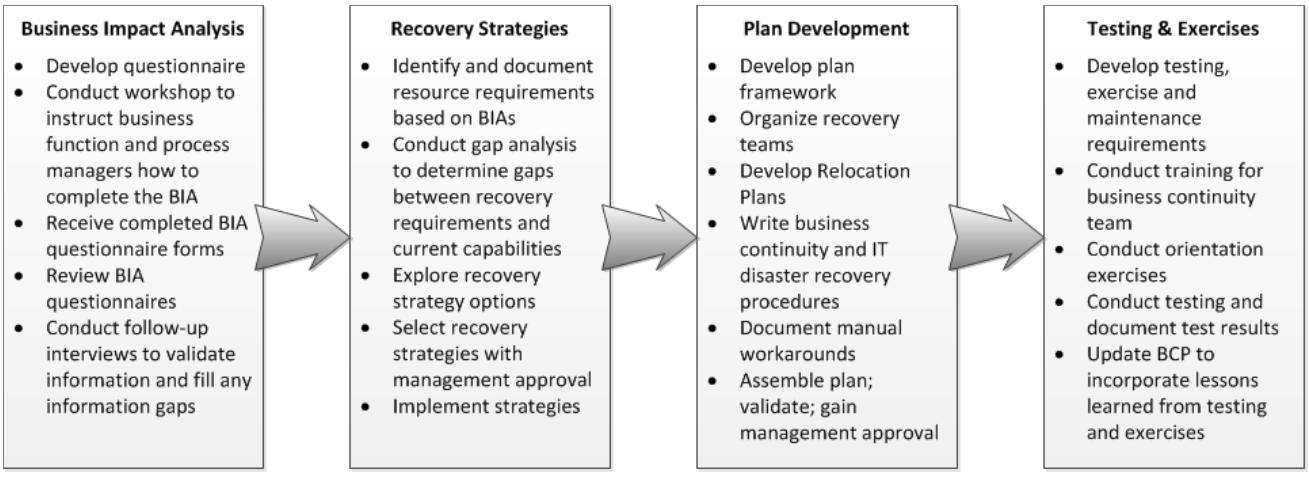
The plan identifies vulnerabilities and recommends necessary measures to continue service during extended service outages.

Scope

The scope of this Business Continuity Plan addresses the recovery of business essential services in the event of a significant disruption. It should not be used as a daily problem resolution procedures document.

Audience

The audience of this document are the First Transit employees General Managers and employees at the location who may need to assist with the listed processes if requested as part of any BCP process listed in this document.



Courtesy: Dept of Homeland Security

Plan Objectives

- Serves as a guide for the First Transit business continuity teams.
- References and points to the location of business essential data.
- Provides procedures and resources needed to assist in recovery.
- Assists in avoiding confusion experienced during a crisis by documenting, testing and reviewing recovery procedures.
- Identifies alternate sources for supplies, resources and locations.
- Documents storage, safeguarding and retrieval procedures for vital records.

Assumptions

- These files are electronically available on a shared information folder on-site, on a BCP folder on SharePoint. Printed copies should also be available to all the coordinators and recovery team members.
- If systems are not available, the manual process is used to operate the business.
- A national event such as war is beyond the scope of this plan.
- This document and all vital records are stored in a secure off-site location that will not only survive the event, but also be accessible immediately following the disaster.
- All personnel affected by this plan are responsible for understanding their role under an event situation. Personnel are notified and available to perform the actions defined in this document.
- If an alternate site is available, it is only in use for a maximum of 30 days. If the primary site is still unavailable after 30 days, First Transit will determine another site.
- Backups are performed according to each system's Recovery Point Objective (RPO), listed in the BCP. Locations are responsible for ensuring IT System and data tape backups are complete and recent.
- Subsets of the overall BCP are used to recover from minor interruptions.
- The general manager updates BCP coordinator names when there is a change in hierarchy.
- The Business Continuity Plan is reviewed and maintained at least annually.
- The recovery process documented in the plan is tested annually jointly with the Location and Ops Support.

Definitions

Term	Definition
Business Continuity Plan (BCP)	The documentation of a predetermined set of instructions or procedures that describe how an organization's mission/business processes will be sustained during and after a significant disruption.
Business Essential	Necessary to function in any given business day and/or is HIPAA related.
Client	The entity that hired First Transit, like a municipality, organization, and so on.
Event Recovery Plan (ERP)	A written plan for recovering one or more information systems at an alternate facility in response to a major hardware or software failure or destruction of facilities.
Disruption	An unplanned event that causes an information system to be inoperable for a length of time (e.g., minor or extended power outage, extended

	unavailable network, or equipment or facility damage or destruction).
Recovery Point Objective (RPO)	The amount of time a system needs to be back online
Recovery Time Objective (RTO)	Is the duration of **time** and a service level within a which a **business** process must be restored after a disaster in order to avoid unacceptable consequences with a break in continuity?
Rider	The person being picked up by transportation services.
High Risk Event Reporting	Reports by Senior Management to Leadership of high-risk events that disrupt service at location

Business Impact Analysis

Determine what are the critical functions for the location(s). Complete the Business Impact Analysis worksheet for the management team and administrative team at the location(s). (Appendix B)

Location of Document

Safeguard the Business Continuity Plan

- Retain a digital version in OneDrive (cloud storage)
- Forward a digital copy of the BIA to region management
- Create a binder containing a copy of the BIA and the BCP as well as the forms, checklists, and sample scripts
- Each BCP coordinator on the team should have a printed copy in a binder as well as access to the BCP via the Internet

Emergency Contact List

Name	Job Title	Mobile	Email
Service Desk	N/A	866-550-3375	ITServiceDesk@firstgroup.com
GM Name	Julia Saldana	346-401-3215	Julia.Saldana@transdev.com
Physical Security	N/A		Security.Doe@firstgroup.com
IT Security & Compliance	N/A		Compliancedesk@firstgroup.com

BCP Coordinators

The Business Continuity Plan (BCP) Main Coordinator is a First Transit employee who can recover operations in the event of an emergency. This employee should have the authority to make decisions that could impact the operations and financials of a location, such as coordinating personnel to an alternate site, and approving the expense associate with such action. The BCP Main Coordinator ensures all emergency processes are followed, keeps a printed document of the BCP with them, and updates it yearly.

The BCP Alternate Coordinators are First Transit employees who can recover operations in the event of an emergency if the Main Coordinator is not available. These employees should have the authority to make decisions that could impact the operations and financials of a location, such as coordinating personnel to an alternate site, and approving the expense associate with such action. The BCP Alternate Coordinators must keep a printed copy of the BCP with them but should have available access to one via the Internet. In the event the BCP Main Coordinator is not available, the Primary Alternate Coordinator has responsibility for coordinating the disaster, followed by the Secondary Alternate Coordinator, and so on.

Main Coordinator:

- Name: Julia Saldana
- Phone: 346-401-3215
- Email: Julia.Saldana@transdev.com

Primary Alternate Coordinator:

- Name: Paula Cooper
- Phone: 832-638-0329
- Email: Paula.D.Cooper@transdev.com

Secondary Alternate Coordinator:

- Name: Yolanda Verdine
- Phone: 713-277-8925
- Email: Yolanda.Verdine@transdev.com

Office Locations

The address of the First Transit location:

Fort Bend Transportation
3737 Bamore Rd.
Rosenberg, Tx 77471

Alternate Location

The alternate location is a place where employees could resume business, at least short-term, in the event of an Internet outage, for example.

The contract is operated out of a county owned facility. In the event of an emergency, if the county employees are relocated to another facility, First Transit employees would move with them to the designated location.

Contractual Requirements

Contractual requirements include state and federally mandated requirements. The requirements that apply to this location are as follows:

- [Insert specific contractual requirements]
- Continuity planning is a HIPAA requirement and sometimes a contractual requirement in terms of availability of services.

Scope of First Transit's Responsibilities and Services

- Eligibility determination: ☐
- Scheduling: ☐
- Dispatch: ☒
- Reservations: ☐
- The movement of people: ☒

Primary	Service Type
X	Commuter
X	Demand Response
	Shuttle
	Customer Service

Scope of Client's Responsibilities and Services

- Eligibility determination: ☐
- Scheduling: ☒
- Dispatch: ☐
- Reservations: ☒
- The movement of people: ☐

Communication

In the event of a disruption, FT can communicate with its employees, riders, clients, and vendors via the listed resources. As an example, below, the X in the box represents there are emergency phone numbers which can be used to contact employees in the event of an emergency.

Contact Methods Below	Employees	Riders	Clients	Vendors	Other Business Resources
Emergency Phone Numbers	X		X	X	
Radios	X				
Website		X	X		
Connect App	X				

Essential Business Processes Information

The below business processes are performed at our location and are necessary to carry out the daily operations required to keep business running. If there is an issue with any of the below processes, the system used for that process, as well as vendor contact information, can be reached to assist with the issue.

Business Process	Supporting IT Systems	IT System Vendor	Vendor Contact Information
Eligibility Determination	Name of IT System (Ex. Adept)	Company of IT System (Ex. Hastus)	Name, Email, Phone of contact person
Scheduling	Trapeze Novus	Fort Bend	Alisha Lessey Alisha.Lessey@fortbendtx.gov 281-633-6777
Dispatch	Trapeze Novus	Fort Bend	Alisha Lessey Alisha.Lessey@fortbendtx.gov 281-633-6777
Vehicle maintenance	Infor	First Transit	Samantha Pace Samantha.pace@transdev.com (972)589-5217
Billing	First Invoice	JD Edwards	Chris Soloman Chris.Soloman@transdev.com
Time and attendance	eTime	ADP	Heather Recher eTimesupport@transdev.com (513)419-3352
Payroll	eTime	ADP	Heather Recher eTimesupport@transdev.com

			(513)419-3352
Email access	Outlook365	First Transit	ITServicedesk@transdev.com (866) 550-3375
Mobile access (cell phones)	Sprint	First Transit	ITServiceDesk@transdev.com (866) 550-3375
Internet connectivity	Comcast	First Transit	ITServiceDesk@transdev.com (866) 550-3375
Phone systems/voicemail	Client Operated	Fort Bend County	Anthony.VillaReal@fortbendcountytx.gov 281-243-6475
Physical access to location	Client Operated	Fort Bend County	Thomas.Kuczynski@fortbendcountytx.gov 281-243-6709

Mandatory Plans for Locations

1. Phone Tree
2. Power Outage
3. Theft of Vehicles
4. Riots/Protests
5. Major Outbreak/Pandemic
6. Strike/Work Stoppage
7. Workplace Violence/Emergency Evacuation/Act of Terrorism/Bomb Threat
8. Disruption of Vendor Delivery
9. Theft of Fuel/Fuel Shortage
10. IT Outage

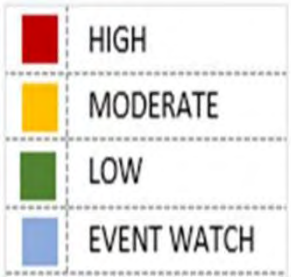
*Inclement Weather Based on Region Location

1. Earthquake
2. Hurricane/Flood/Tornado
3. Ice Storm/Snowstorm/Blizzard
4. Wildfires/Smog
5. Extreme Heat

*If the event is unlikely to occur at the location, it is not mandatory to create a plan

Business Continuity Plan for Operations

- **Event Levels Definitions**



High Impact	**Business Impact is greater than twelve (12) hours**
Moderate Impact	**Business Impact is between eight (8) and twelve (12) hours**
Low Impact	**Business Impact is between four (4) and eight (8) hours**
Event Watch	**Business Impact is less than four (4) hours**

Business Continuity Plan for Natural Disasters

Situation: Earthquake (Appendix C)

N/A to Fort Bend 55431

Situation: Hurricane/Flood/Tornado (Appendix D)

The General Manager will contact Sr. Leadership and the Client to provide an update of the situation and she will notify them she is activating the Business Continuity Plan due to the situation.

Event Watch:

Low Impact:

Moderate Impact:

High Impact:

Situation: Ice Storm/Snowstorm/Blizzard (Appendix E)

The General Manager will contact Sr. Leadership and the Client to provide an update of the situation and she will notify them she is activating the Business Continuity Plan due to the situation.

Event Watch:

Low Impact:

Moderate Impact:

High Impact:

Situation: Wildfires/Smog (Appendix F)

N/A to Fort Bend 55431

Business Continuity Plan for Physical Disasters

Situation: Power Outage (Appendix G)

N/A Fort Bend County 55431 has a natural gas auto start generator that is tested weekly and powers all critical functions

Situation: Theft of Vehicle(s) (Appendix H)

Low Impact:

Moderate Impact:

High Impact:

Situation: Protests/Riots (Appendix I)

Event Watch:

Low Impact:

Moderate Impact:

High Impact:

Situation: Theft/Shortage of Fuel (Appendix J)

N/A Fort Bend County supplies and has multiple fuel depots for our vehicles to fuel at.

Situation: Work-Place Violence/Emergency Evacuation/Act of Terrorism/Bomb Threat (Appendix K)

The General Manager will contact local law enforcement and the Client while beginning evacuation of employees. Once personnel are secure and offsite, the General Manager will contact Sr. Leadership and the Client to provide an update of the situation and she will notify them she has activated the Business Continuity Plan due to the need for evacuation. She will provide the status of safety of all personnel and their location.

Low Impact:

Moderate Impact:

High Impact

- ## Business Continuity Plan for Personnel

Situation: Strike/Work Stoppages (Appendix L)

Low Impact:

Moderate Impact:

High Impact:

- ## Business Continuity Plan for Pandemics

Situation: Major Outbreak/Pandemic (Appendix M)

The General Manager will contact Sr. Leadership and the Client and provide an update of the situation and she will notify them she is activating the Business Continuity Plan due to the CDC Guidelines, Federal Mandate, State declared emergency or County announced policy that would require decrease in service or remote work to stem the spread of the virus.

Low Impact:

Moderate Impact:

High Impact:

Situation: Vendor Delivery (Appendix N)

Low Impact:

Moderate Impact:

High Impact:

- **Disaster Recovery Plan for IT**

If you are having trouble accessing a soft copy of this document, reach out to the FT IT Security Team:

ftitsecurity@firstgroup.com

Situation: Inoperable PCs (due to malware, denial of service)

Resolution:

1. Call Service Desk ITServiceDesk ITServiceDesk@firstgroup.com or 1-866-550-**3375** for ticket to be created.
2. Remove the device off the network
3. Use spare FGA PCs and devices based on the availability.
4. Contact FT IT Security at FTITSecurity@firstgroup.com

RTO: 3-5 Business days

RPO: Depends on the backups created on OneDrive

……

Situation: Disruption of phone systems/voicemail/ No Access to 911

Resolution:

- Phone system is client owned. Contact Fort Bend IT.
- Use or provide cell phones

RTO: Depends on the issue also phone calls can be made on the cell phone

RPO: N/A

……

Situation: Internet is down

Resolution:

- Call Service Desk ITServiceDesk ITServiceDesk@firstgroup.com or 1-866-550-**3375** for ticket to be created.
- Use hot spots

RTO: 3-5 business day.

RPO: N/A

……

Situation: Email is down

Resolution:

- Call Service Desk ITServiceDesk ITServiceDesk@firstgroup.com or 1-866-550-**3375** for ticket to be created.

RTO: Follow SLA

RPO: No data loss is expected, however, local archives on desktop are out of scope for recovery

……

Situation: Scanning or fax is not working

Resolution:

- Call Service Desk ITServiceDesk ITServiceDesk@firstgroup.com or 1-866-550-**3375** for ticket to be created. Email the document

RTO: 3-5 Business Days

RPO: N/A

……

Situation: Internet is unavailable for drivers' tablets

Resolution:

- Call Service Desk ITServiceDesk ITServiceDesk@firstgroup.com or 1-866-550-**3375** for ticket to be created.

RTO: Depends on the issue, 3-5 business days

RPO: None, No data is retained on the tablets.

……

Situation: Scheduling/dispatch (TMS) system is down

Resolution:

- Client owned system. Contact Fort Bend County IT.

RTO:

RPO:

……

Situation: On-site critical system inoperable – Eligibility Determination

N/A

……

Situation: On-site critical system inoperable – Vehicle Maintenance

Resolution:

- Call Service Desk ITServiceDesk ITServiceDesk@firstgroup.com or 1-866-550-**3375** for ticket to be created.

RTO: Less than 24 hours.

RPO: 24 hours or less

……

Situation: On-site critical system inoperable – Billing

Resolution:

- Call Service Desk ITServiceDesk ITServiceDesk@firstgroup.com or 1-866-550-**3375** for ticket to be created.
- Billing details can be tracked from Trapeze and exported to excel during outage.

RTO: If First Invoice is used for billing, the RTO is 24 hours

RPO: 24 hours or less based on the last backup available.

……

Situation: On-site critical system inoperable – Time and Attendance

Resolution:

- Call Service Desk ITServiceDesk ITServiceDesk@firstgroup.com or 1-866-550-**3375** for ticket to be created.
- Time in and out can be tracked by dispatcher and verified against manifests during outage.

RTO: Less than 24 hours.

RPO: 24 hours or less based on the last backup available

……

Situation: On-site critical system inoperable – Payroll

Resolution:

- Call Service Desk ITServiceDesk ITServiceDesk@firstgroup.com or 1-866-550-**3375** for ticket to be created.

RTO: Less than 4 hours.

RPO: 24 hours or less based on the last backup available

……

Situation: Power outage

N/A Fort Bend County 55431 has a natural gas auto start generator that is tested weekly and powers all critical functions

……

Situation: Cannot access location due to a fire or natural disaster

Resolution:

- Call Service Desk ITServiceDesk ITServiceDesk@firstgroup.com or 1-866-550-**3375** for ticket to be created.
- Issue needs to be escalated thru reporting chain of command

RTO: Depends on the location setup and system deployment architecture.

RPO: Location specific, 24 hours or less based on the last backup available

……

Situation: Break-in/theft

Resolution:

- Call Service Desk ITServiceDesk ITServiceDesk@firstgroup.com or 1-866-550-**3375** for ticket to be created.
- Contact local law enforcement and file a police report.
- Review FT's security system to identify any relevant evidence.

RPO: Depends. For IT devices 3-5 business days based on the availability.

RTO: 24 hours or less based on the last backup to the cloud.

……

APPENDICES

- ## Appendix A: BCP Process

Preparation:

Drawdown of Operations:

a. Notify Key Personnel-**Location to develop Plan to notify key personnel**
b. High Risk Event Reporting Form-**Use the High-Risk Event Report Form**
c. Senior Management Notified-**Use Communication to Senior Leadership Form**
d. Communication to Employees-**The Phone Tree Checklist**
e. Secure Building and Inventory-**Use the Asset Checklist**
f. Secure Revenue and Non-Revenue Vehicles-**Use the Asset Checklist**
g. Communication to Client Checklist-**Use the Communications to Client Form**
h. Contact Emergency Services-**Use the Emergency Services Contact Form**
i. Emergency Schedules Activated-**Location to develop Schedule**

During Event (If safe):

a. Communication to Employees via Phone Tree-**Use Phone Tree Form**
b. Check Building-**Use Asset Checklist**
c. Check Vehicles-**Use Asset Checklist**
d. Communicate to Senior Leadership-**Use Communication to Senior Leadership Form**
e. Communicate to Client-**Use Communications to Client Form**

Recovery:

Restoration of Operations

a. Building/Perimeter Inspection-**Use Asset Checklist**
b. Vehicle Inspection-**Use Asset Checklist**
c. Fuel Inspection-**Use Asset Checklist**
d. Contact Senior Leadership- **Use Communication to Senior Leadership Form**
e. Communication to Employees-**Use Phone Tree Form**
f. Inspection of service area-**Use Asset Checklist**
g. Communicate to Client-**Use Communication to Client Form**

Post Incident:

a. Complete a report explaining the incident and the actions that took place. This report should clearly provide:

    - Overview of employee and staff status

- Overview of asset status (Building, Property, Equipment, Vehicles)
- Overview of financial impact
- Overview of recovery status

b. When writing the report remember:

- Date and time of each action taken
- Provide only the facts
- Each statement should provide (who/what/when/where/why)
- Provide all individuals engaged with (name/title/contact information)

c. The report emailed to BCP_Help@firstgroup.com and Senior Leadership

- **Appendix B: Check List/Forms**

1. Business Impact Analysis Worksheet
2. Location Leadership Phone Tree Form
3. Emergency Employee Tracking Sheet
4. Asset Checklist
5. High Risk Event Report
6. Communication to Senior Leadership Form
7. Emergency Services Contact Quick Reference Guide-Security
8. Vendor Contact Form
9. Communications to Client Form
10. FG Bomb Threat Protocols-Security
11. Collective Bargaining Agreement Checklist
12. Snow-Winter-Safety-Action Plan & Checklist

Press Ctrl+Click here to access Checklist/Forms online

- **Appendix C: Earthquake**

Not Applicable for Fort Bend County 55431

- **Appendix D: Hurricane/Flood/Tornado**

I. Plan to Stay in Business

RELOCATE TO ALTERNATE LOCATION:

If needed and provided by Fort Bend County

Main Coordinator:
- Name: Julia Saldana
- Phone: 346-401-3215
- Email: Julia.Saldana@transdev.com

Primary Alternate Coordinator:
- Name: Paula Cooper
- Phone: 832-638-0329
- Email: Paula.Cooper@transdev.com

Secondary Alternate Coordinator:
- Name: Yolanda Verdine
- Phone: 713-277-8925
- Email: Yolanda.Verdine@transdev.com

Preparation:

Drawdown of Operations:

Notify Key Personnel-**GM initiates Leadership phone tree**

High Risk Event Reporting Form-**Use the High Risk Event Report Form-GM**

Senior Management Notified-**Use Communication to Senior Leadership Form- GM Initiates**

Communication to Employees-**The Phone Tree Checklist-GM initiates**

Secure Building and Inventory-**Use the Asset Checklist- Maintenance Manager**

Secure Revenue and Non-Revenue Vehicles-**Use the Asset Checklist-Maintenance Manager**

Communication to Client Checklist-**Use the Communications to Client Form- GM**

Contact Emergency Services-**Use the Emergency Services Contact Form- GM**

Emergency Schedules Activated-**Location to develop Schedule**

List what the Location needs to operate at the alternate location

Vehicles moved- Maintenance/ utilities /drivers

Keys- Maintenance/ utilities /drivers

PPE- GM/PAC/SAC

Laptops- Each Manager takes their own

j. Determine how the alternate location site will be communicated to business partners,

Notifications to venders, employees and other interested parties will be made via telephone from the call trees associated with this plan.

During Event (If safe):

Communication to Employees via Phone Tree-**Use Phone Tree Form- GM Initiates**

Check Building-**Use Asset Checklist- Maintenance Manager**

Check Vehicles-**Use Asset Checklist- Maintenance Manager**

Communicate to Senior leadership-**Use Communication to Senior Leadership Form-GM**

Communicate to Client-**Use Communications to Client Form-GM**

Recovery:

Restoration of Operations

Building/Perimeter Inspection-**Use Asset Checklist- Maintenance Manager/Safety Manager**

Vehicle Inspection-**Use Asset Checklist-Maintenance Manager**

Fuel Inspection-**Use Asset Checklist- Maintenance Manager**

Contact Senior Leadership- **Use Communication to Senior Leadership Form-GM**

Communication to Employees-**Use Phone Tree Form GM initiates**

Inspection of service area-**Use Asset Checklist GM initiates**

Communicate to Client-**Use Communication to Client Form GM initiates**

Post Incident: Written by GM

d. Complete a report explaining the incident and the actions that took place. This report should clearly provide:

- Overview of employee and staff status
- Overview of asset status (Building, Property, Equipment, Vehicles)
- Overview of financial impact
- Overview of recovery status
- How long was the location impacted?

e. When writing the report remember:

- Date and time of each action taken
- Provide only the facts
- Each statement should provide (who/what/when/where/why)
- Provide all individuals engaged with (name/title/contact information)

f. The report emailed to BCP_Help@firstgroup.com and Senior Leadership

- ## Appendix E: Ice Storm/Snowstorm/Blizzard

RELOCATE TO ALTERNATE LOCATION:

If needed and provided by Fort Bend County

Main Coordinator:

- Name: Julia Saldana
- Phone: 346-401-3215
- Email: Julia.Saldana@transdev.com

Primary Alternate Coordinator:

- Name: Paula Cooper
- Phone: 832-638-0329
- Email: Paula.Cooper@transdev.com

Secondary Alternate Coordinator:

- Name: Yolanda Verdine
- Phone: 713-277-8925
- Email: Yolanda.Verdine@transdev.com

Preparation:

Drawdown of Operations:

k. Notify Key Personnel-**GM initiates Leadership phone tree**

l. High Risk Event Reporting Form-**Use the High Risk Event Report Form-GM**

m. Senior Management Notified-**Use Communication to Senior Leadership Form- GM Initiates**

n. Communication to Employees-**The Phone Tree Checklist-GM initiates**

o. Secure Building and Inventory-**Use the Asset Checklist- Maintenance Manager**

p. Secure Revenue and Non-Revenue Vehicles-**Use the Asset Checklist-Maintenance Manager**

q. Communication to Client Checklist-**Use the Communications to Client Form- GM**

r. Contact Emergency Services-**Use the Emergency Services Contact Form- GM**

s. Emergency Schedules Activated-**Location to develop Schedule**

During Event (If safe):

Communication to Employees via Phone Tree-**Use Phone Tree Form- GM Initiates**Check Building-**Use Asset Checklist- Maintenance Manager**

Check Vehicles-**Use Asset Checklist- Maintenance Manager**

Communicate to Senior leadership-**Use Communication to Senior Leadership Form-GM**

Communicate to Client-**Use Communications to Client Form-GM**

Recovery:

Restoration of Operations

Building/Perimeter Inspection-**Use Asset Checklist- Maintenance Manager/Safety Manager**

Vehicle Inspection-**Use Asset Checklist-Maintenance Manager**

Fuel Inspection-**Use Asset Checklist- Maintenance Manager**

Contact Senior Leadership- **Use Communication to Senior Leadership Form-GM**

Communication to Employees-**Use Phone Tree Form GM initiates**

Inspection of service area-**Use Asset Checklist GM initiates**

Communicate to Client-**Use Communication to Client Form GM initiates**

Post Incident: Written by GM

g. Complete a report explaining the incident and the actions that took place. This report should clearly provide:

- Overview of employee and staff status
- Overview of asset status (Building, Property, Equipment, Vehicles)
- Overview of financial impact
- Overview of recovery status
- How long was the location impacted?

h. When writing the report remember:

- Date and time of each action taken
- Provide only the facts
- Each statement should provide (who/what/when/where/why)
- Provide all individuals engaged with (name/title/contact information)

i. The report emailed to BCP_Help@firstgroup.com and Senior Leadership

- ## Appendix F: Wildfires/Smog

Not Applicable to Fort Bend County 55431

- ## Appendix G: Power Outage

Not Applicable to Fort Bend County 55431. The county facility that we are housed in has a natural gas generator that auto starts and powers all critical functions. This generator is tested every week to ensure it is fully operational.

- ## Appendix H: Theft of Vehicle(s)

Main Coordinator:

- Name: Julia Saldana
- Phone: 346-401-3215
- Email: Julia.Saldana@transdev.com

Primary Alternate Coordinator:

- Name: Paula Cooper
- Phone: 832-638-0329
- Email: Paula.Cooper@transdev.com

Secondary Alternate Coordinator:

- Name: Yolanda Verdine
- Phone: 713-277-8925
- Email: Yolanda.Verdine@transdev.com

Preparation:

Drawdown of Operations:

Notify Police -GM

Notify FGA Safety and Security-GM

Notify Key Personnel-**GM initiates Leadership phone tree**

High Risk Event Reporting Form-**Use the High Risk Event Report Form-GM**

Senior Management Notified-**Use Communication to Senior Leadership Form- GM Initiates**

Secure Building and Inventory-**Use the Asset Checklist- Maintenance Manager**

Secure Revenue and Non-Revenue Vehicles-**Use the Asset Checklist-Maintenance Manager**

Communication to Client Checklist-**Use the Communications to Client Form- GM** Contact Emergency Services-**Use the Emergency Services Contact Form- GM**

During Event (If safe):

f. Check Vehicles-**Use Asset Checklist- Maintenance Manager**

g. Communicate to Senior leadership-**Use Communication to Senior Leadership Form-GM**

h. Communicate to Client-**Use Communications to Client Form-GM**

Recovery:

Restoration of Operations

Building/Perimeter Inspection-**Use Asset Checklist- Maintenance Manager/Safety Manager**Vehicle Inspection-**Use Asset Checklist-Maintenance Manager**

Fuel Inspection-**Use Asset Checklist- Maintenance Manager**

Contact Senior Leadership- **Use Communication to Senior Leadership Form-GM**

Communication to Employees-**Use Phone Tree Form GM initiates**

Inspection of service area-**Use Asset Checklist GM initiates**

Communicate to Client-**Use Communication to Client Form GM initiates**

Post Incident: Written by GM

j. Complete a report explaining the incident and the actions that took place. This report should clearly provide:

- Overview of employee and staff status
- Overview of asset status (Building, Property, Equipment, Vehicles)
- Overview of financial impact
- Overview of recovery status
- How long was the location impacted?

k. When writing the report remember:

- Date and time of each action taken
- Provide only the facts
- Each statement should provide (who/what/when/where/why)
- Provide all individuals engaged with (name/title/contact information)

• Appendix I: Riots/Protests

Main Coordinator:
- Name: Julia Saldana
- Phone: 346-401-3215
- Email: Julia.Saldana@transdev.com

Primary Alternate Coordinator:
- Name: Paula Cooper
- Phone: 832-638-0329
- Email: Paula.Cooper@transdev.com

Secondary Alternate Coordinator:
- Name: Yolanda Verdine
- Phone: 713-277-8925
- Email: Yolanda.Verdine@transdev.com

Preparation:

Drawdown of Operations:

Notify Key Personnel-**GM initiates Leadership phone tree**

High Risk Event Reporting Form-**Use the High Risk Event Report Form-GM**

Senior Management Notified-**Use Communication to Senior Leadership Form- GM Initiates**

Communication to Employees-**The Phone Tree Checklist-GM initiates**

Secure Building and Inventory-**Use the Asset Checklist- Maintenance Manager**

Secure Revenue and Non-Revenue Vehicles-**Use the Asset Checklist-Maintenance Manager**

Communication to Client Checklist-**Use the Communications to Client Form- GM**

Contact Emergency Services-**Use the Emergency Services Contact Form- GM**

Emergency Schedules Activated-**Location to develop Schedule**

During Event (If safe):

Communication to Employees via Phone Tree-**Use Phone Tree Form- GM Initiates**

Check Building-**Use Asset Checklist- Maintenance Manager**

Check Vehicles-**Use Asset Checklist- Maintenance Manager**

Communicate to Senior leadership-**Use Communication to Senior Leadership Form-GM**

Communicate to Client-**Use Communications to Client Form-GM**

Recovery:

Restoration of Operations

Building/Perimeter Inspection-**Use Asset Checklist- Maintenance Manager/Safety Manager**

Vehicle Inspection-**Use Asset Checklist-Maintenance Manager**

Fuel Inspection-**Use Asset Checklist- Maintenance Manager**

Contact Senior Leadership- **Use Communication to Senior Leadership Form-GM**

Communication to Employees-**Use Phone Tree Form GM initiates**

Inspection of service area-**Use Asset Checklist GM initiates**

Communicate to Client-**Use Communication to Client Form GM initiates**

Post Incident: Written by GM

l. Complete a report explaining the incident and the actions that took place. This report should clearly provide:

- Overview of employee and staff status
- Overview of asset status (Building, Property, Equipment, Vehicles)
- Overview of financial impact
- Overview of recovery status
- How long was the location impacted?

m. When writing the report remember:

- Date and time of each action taken
- Provide only the facts
- Each statement should provide (who/what/when/where/why)
- Provide all individuals engaged with (name/title/contact information)

• Appendix J: Theft/Shortage of Fuel

Not Applicable to Fort Bend County 55431. County Provides fuel and has various depots to allow us to fuel at.

- **Appendix K: Work-Place Violence/Emergency/Evacuation/Act of Terrorism/Bomb Threat**

Main Coordinator:
- Name: Julia Saldana
- Phone: 346-401-3215
- Email: Julia.Saldana@transdev.com

Primary Alternate Coordinator:
- Name: Paula Cooper
- Phone: 832-638-0329
- Email: Paula.Cooper@transdev.com

Secondary Alternate Coordinator:
- Name: Yolanda Verdine
- Phone: 713-277-8925
- Email: Yolanda.Verdine@transdev.com

Preparation:

Drawdown of Operations:

Notify Key Personnel-**GM initiates Leadership phone tree**

High Risk Event Reporting Form-**Use the High Risk Event Report Form-GM**

Senior Management Notified-**Use Communication to Senior Leadership Form- GM Initiates**

Communication to Employees-**The Phone Tree Checklist-GM initiates**

Secure Building and Inventory-**Use the Asset Checklist- Maintenance Manager**

Secure Revenue and Non-Revenue Vehicles-**Use the Asset Checklist-Maintenance Manager**

Communication to Client Checklist-**Use the Communications to Client Form- GM**

Contact Emergency Services-**Use the Emergency Services Contact Form- GM**

Emergency Schedules Activated-**Location to develop Schedule**

During Event (If safe):

Communication to Employees via Phone Tree-**Use Phone Tree Form- GM Initiates**

Check Building-**Use Asset Checklist- Maintenance Manager**

Check Vehicles-**Use Asset Checklist- Maintenance Manager**

Communicate to Senior leadership-**Use Communication to Senior Leadership Form-GM**

Communicate to Client-**Use Communications to Client Form-GM**

Recovery:

Restoration of Operations

Building/Perimeter Inspection-**Use Asset Checklist- Maintenance Manager/Safety Manager**

Vehicle Inspection-**Use Asset Checklist-Maintenance Manager**

Fuel Inspection-**Use Asset Checklist- Maintenance Manager**

Contact Senior Leadership- **Use Communication to Senior Leadership Form-GM**

Communication to Employees-**Use Phone Tree Form GM initiates**

Inspection of service area-**Use Asset Checklist GM initiates**

Communicate to Client-**Use Communication to Client Form GM initiates**

Post Incident: Written by GM

n. Complete a report explaining the incident and the actions that took place. This report should clearly provide:

- Overview of employee and staff status
- Overview of asset status (Building, Property, Equipment, Vehicles)
- Overview of financial impact
- Overview of recovery status
- How long was the location impacted?

o. When writing the report remember:

- Date and time of each action taken
- Provide only the facts
- Each statement should provide (who/what/when/where/why)
- Provide all individuals engaged with (name/title/contact information)

p. The report emailed to BCP_Help@firstgroup.com and Senior Leadership

• Appendix L: Strike/Work Stoppage

Main Coordinator:
- Name: Julia Saldana
- Phone: 346-401-3215
- Email: Julia.Saldana@transdev.com

Primary Alternate Coordinator:
- Name: Paula Cooper
- Phone: 832-638-0329
- Email: Paula.Cooper@transdev.com

Secondary Alternate Coordinator:
- Name: Yolanda Verdine
- Phone: 713-277-8925
- Email: Yolanda.Verdine@transdev.com

Preparation:

Drawdown of Operations:

Notify Key Personnel-**GM initiates Leadership phone tree**

High Risk Event Reporting Form-**Use the High Risk Event Report Form-GM**

Senior Management Notified-**Use Communication to Senior Leadership Form- GM Initiates**

Communication to Employees-**The Phone Tree Checklist-GM initiates**

Secure Building and Inventory-**Use the Asset Checklist- Maintenance Manager**

Secure Revenue and Non-Revenue Vehicles-**Use the Asset Checklist-Maintenance Manager**

Communication to Client Checklist-**Use the Communications to Client Form- GM**

Contact Emergency Services-**Use the Emergency Services Contact Form- GM**

Emergency Schedules Activated-**Location to develop Schedule**

During Event (If safe):

Communication to Employees via Phone Tree-**Use Phone Tree Form- GM Initiates**

Check Building-**Use Asset Checklist- Maintenance Manager**

Check Vehicles-**Use Asset Checklist- Maintenance Manager**

Communicate to Senior leadership-**Use Communication to Senior Leadership Form-GM**

Communicate to Client-**Use Communications to Client Form-GM**

Recovery:

Restoration of Operations

Building/Perimeter Inspection-**Use Asset Checklist- Maintenance Manager/Safety Manager**

Vehicle Inspection-**Use Asset Checklist-Maintenance Manager**

Fuel Inspection-**Use Asset Checklist- Maintenance Manager**

Contact Senior Leadership- **Use Communication to Senior Leadership Form-GM**

Communication to Employees-**Use Phone Tree Form GM initiates**

Inspection of service area-**Use Asset Checklist GM initiates**

Communicate to Client-**Use Communication to Client Form GM initiates**

Post Incident: Written by GM

q. Complete a report explaining the incident and the actions that took place. This report should clearly provide:

- Overview of employee and staff status
- Overview of asset status (Building, Property, Equipment, Vehicles)
- Overview of financial impact
- Overview of recovery status
- How long was the location impacted?

r. When writing the report remember:

- Date and time of each action taken
- Provide only the facts
- Each statement should provide (who/what/when/where/why)
- Provide all individuals engaged with (name/title/contact information)

s. The report emailed to BCP_Help@firstgroup.com and Senior Leadership

• Appendix M: Major Outbreak/Pandemic (See Supplemental Company written plan)

Main Coordinator:

- Name: Julia Saldana
- Phone: 346-401-3215
- Email: Julia.Saldana@transdev.com

Primary Alternate Coordinator:

- Name: Paula Cooper
- Phone: 832-638-0329
- Email: Paula.Cooper@transdev.com

Secondary Alternate Coordinator:

- Name: Yolanda Verdine
- Phone: 713-277-8925
- Email: Yolanda.Verdine@transdev.com

Preparation:

Drawdown of Operations:

Notify Key Personnel-**GM initiates Leadership phone tree**

High Risk Event Reporting Form-**Use the High Risk Event Report Form-GM**

Senior Management Notified-**Use Communication to Senior Leadership Form- GM Initiates**

Communication to Employees-**The Phone Tree Checklist-GM initiates**

Secure Building and Inventory-**Use the Asset Checklist- Maintenance Manager** Secure Revenue and

Non-Revenue Vehicles-**Use the Asset Checklist-Maintenance Manager**

Communication to Client Checklist-**Use the Communications to Client Form- GM**

Contact Emergency Services-**Use the Emergency Services Contact Form- GM**

Emergency Schedules Activated-**Location to develop Schedule**

During Event (If safe):

Communication to Employees via Phone Tree-**Use Phone Tree Form- GM Initiates**

Check Building-**Use Asset Checklist- Maintenance Manager**

Check Vehicles-**Use Asset Checklist- Maintenance Manager**

Communicate to Senior leadership-**Use Communication to Senior Leadership Form-GM**

Communicate to Client-**Use Communications to Client Form-GM**

Recovery:

Restoration of Operations

Building/Perimeter Inspection-**Use Asset Checklist- Maintenance Manager/Safety Manager**

Vehicle Inspection-**Use Asset Checklist-Maintenance Manager**

Fuel Inspection-**Use Asset Checklist- Maintenance Manager**

Contact Senior Leadership- **Use Communication to Senior Leadership Form-GM**

Communication to Employees-**Use Phone Tree Form GM initiates**

Inspection of service area-**Use Asset Checklist GM initiates**

Communicate to Client-**Use Communication to Client Form GM initiates**

Post Incident: Written by GM

t. Complete a report explaining the incident and the actions that took place. This report should clearly provide:

- Overview of employee and staff status
- Overview of asset status (Building, Property, Equipment, Vehicles)
- Overview of financial impact
- Overview of recovery status
- How long was the location impacted?

u. When writing the report remember:

- Date and time of each action taken
- Provide only the facts
- Each statement should provide (who/what/when/where/why)
- Provide all individuals engaged with (name/title/contact information)

v. The report emailed to BCP_Help@firstgroup.com and Senior Leadership

• Appendix N: Vendor Delivery

Main Coordinator:

- Name: Julia Saldana
- Phone: 346-401-3215
- Email: Julia.Saldana@transdev.com

Primary Alternate Coordinator:

- Name: Paula Cooper
- Phone: 832-638-0329
- Email: Paula.Cooper@transdev.com

Secondary Alternate Coordinator:

- Name: Yolanda Verdine
- Phone: 713-277-8925
- Email: Yolanda.Verdine@transdev.com

Preparation:

Drawdown of Operations:

Notify Key Personnel-**GM initiates Leadership phone tree**

High Risk Event Reporting Form-**Use the High Risk Event Report Form-GM**

Senior Management Notified-**Use Communication to Senior Leadership Form- GM Initiates**

Communication to Employees-**The Phone Tree Checklist-GM initiates**

Secure Building and Inventory-**Use the Asset Checklist- Maintenance Manager**

Secure Revenue and Non-Revenue Vehicles-**Use the Asset Checklist-Maintenance Manager**

Communication to Client Checklist-**Use the Communications to Client Form- GM**

Contact Emergency Services-**Use the Emergency Services Contact Form- GM**

Emergency Schedules Activated-**Location to develop Schedule**

During Event (If safe):

Communication to Employees via Phone Tree-**Use Phone Tree Form- GM Initiates**

Check Building-**Use Asset Checklist- Maintenance Manager**

Check Vehicles-**Use Asset Checklist- Maintenance Manager**

Communicate to Senior leadership-**Use Communication to Senior Leadership Form-GM**

Communicate to Client-**Use Communications to Client Form-GM**

Recovery:

Restoration of Operations

Building/Perimeter Inspection-**Use Asset Checklist- Maintenance Manager/Safety Manager**

Vehicle Inspection-**Use Asset Checklist-Maintenance Manager**

Fuel Inspection-**Use Asset Checklist- Maintenance Manager**

Contact Senior Leadership- **Use Communication to Senior Leadership Form-GM**

Communication to Employees-**Use Phone Tree Form GM initiates**

Inspection of service area-**Use Asset Checklist GM initiates**

Communicate to Client-**Use Communication to Client Form GM initiates**

Post Incident: Written by GM

w. Complete a report explaining the incident and the actions that took place. This report should clearly provide:

- Overview of employee and staff status
- Overview of asset status (Building, Property, Equipment, Vehicles)
- Overview of financial impact
- Overview of recovery status
- How long was the location impacted?

x. When writing the report remember:

- Date and time of each action taken
- Provide only the facts
- Each statement should provide (who/what/when/where/why)
- Provide all individuals engaged with (name/title/contact information)

y. The report emailed to BCP_Help@firstgroup.com and Senior Leadership

Phase I - Contract Agreement

Responsible Team	Key Task	Explanation	Responsible Person(S)	Week 12	11	10	9	8	7	6	5	4	3	2	1	January 1, 2024
E	Contract	Notice of Intent to Award	PB, JG													
E	Contract	Finalize Service Standards / Contract Negotiations	PB, JG													
E	Contract	Board Approval	PB, JG													
E	Contract	Contract Signed by Fort Bend	PB, JG													
E	Contract	Notice to Proceed	PB, JG													

Phase II - Fleet Ordering and Facility Timeline

Responsible Team	Key Task	Explanation	Responsible Person(S)	Week 12	11	10	9	8	7	6	5	4	3	2	1	January 1, 2024
M	Contingency Fleet	Pre-Production Meeting with Creative Bus and Starcraft	TG, PB, FT Bend													
M	Permanent Fleet	Factory - Bus Line Inspection at Starcraft (if Applicable)	TG, MM													
M	Permanent Fleet	Pre-Delivery Inspection at Creative	TG, MM													
M	Permanent Fleet	Delivery of Contingency Fleet	TG, MM													Estimated Q1 - 2024
M	Permanent Fleet	Branding of the Buses (if applicable)	TG, MM													
M	Permanent Fleet	Final Inspection of Fleet Prior to Service	TG, MM													
O	Facility	Final Plans for County Facility (if applicable)	PB, JS													
O	Facility	Facility Permits and Approvals (if applicable)	PB, JS													

Phase III - Equipment Ordering and Administration Set-Up

Responsible Team	Key Task	Explanation	Responsible Person(S)	Week 12	11	10	9	8	7	6	5	4	3	2	1	January 1, 2024
O	Support Vehicles	Order Support Vehicles	PB													
O	Support Vehicles	Equipment and Graphics for New Fleet	PB													
O	Support Vehicles	Licence / Title / Registration	PB													
O	Technology	Order Drive Cam and Geotab (as needed)	PB, JS													
O	Technology	Order Smart Drive	PB, JS													
O	Technology	Review Radio System with Fort Bend	PB, JS													
O	Technology	Review AVL System with Fort Bend and Review Reporting Needs	PB, JS													
O	Equipment	Review Mobile Phones	JS													
O	Equipment	Review Time Clocks (Shop)	JS													
O	Equipment	Review Office Furniture (Shop)	JS													
FI	Administration	Review Licences / Permits (Shop)	JS													
FI	Administration	Environmental Assessment (as needed)	JS													
FI	Administration	Review Customer Invoicing / Procedures and Format	JS													
FI	Administration	Review Telephone and Data (Shop)	JS													

Phase IV - Training and Recruitment

Responsible Team	Key Task	Explanation	Responsible Person(S)	Week 12	11	10	9	8	7	6	5	4	3	2	1	January 1, 2024
O	Staffing	Review Current Driver Wages	PB, JS													
O	Staffing	Current Staffing Level Review	JS													
O	Staffing	Supervisors and Dispatcher Hiring	JS													
O	Staffing	New Employee Recrutiment	JS													
HR	Hiring	Perform Background Checks	SM													
HR	Hiring	New Hire Paperwork	SM													
HR	Hiring	Training Schedule	SM													
HR	Hiring	Offer Letters	SM													
ST, O	Training	Driver Training	SM, GM													
ST, O	Training	Supervisor and Dispatch Training	SM, GM													
ST, M	Training	Technician Training	MM, TG													
ST, M	Training	Training Final Review	SM, GM													

Phase V - Maintenance Operations

Responsible Team	Key Task	Explanation	Responsible Person(S)	Week 12	11	10	9	8	7	6	5	4	3	2	1	January 1, 2024
M	Shop Set-Up	Review Shop Tooling	MM													
M	Shop Set-Up	Maintenance Program Installation/Changes	MM													
M	Shop Set-Up	Paperless Shop Set Up	MM													
M	Technician Training	ASE Certification Review	MM													
M	Technician Training	Technician Training	MM													
M	Technician Training	Start of Maintenance Operations	MM													
M	Fleet Review	Initial Fleet Inspection - Current Fleet	MM													
M	Fleet Review	First Inspection Report with Fort Bend	MM													
M	Fleet Review	Second Fleet Inspection	MM													
M	Fleet Review	Second Fleet Inspection Report to Fort Bend	MM													
M	Preventative Maintenance	Review PM Program	MM													
M	Preventative Maintenance	Review Parts Inventory	MM													

Phase VI - Scheduling and Driver Shift Assignments

Responsible Team	Key Task	Explanation	Responsible Person(S)	Week 12	11	10	9	8	7	6	5	4	3	2	1	January 1, 2024
O	Schedule	Analyze current driver schedules with Fort Bend	GM													
O	Schedule	New Master Schedule	GM													
O	Schedule	Finalize Driver Schedules and Assignments	GM													
O	Schedule	Shift Picks - All Staff	GM													

Phase VII - Service Start

Responsible Team	Key Task	Explanation	Responsible Person(S)	Week 12	11	10	9	8	7	6	5	4	3	2	1	January 1, 2024
O	Service Start	Prepare Fleet for Service	TG, MM													
O	Service Start	Final Meeting with Fort Bend	PB, TG, GM, MM													
O	Service Start	Initiate Service	GM													

EXHIBIT B

1.0 OVERVIEW

Fort Bend County ("County") officially formed a Public Transportation Department, Fort Bend Transit, in June 2005 to provide safe and efficient public transportation services to our residents with an emphasis on safety, service quality, and customer satisfaction.

The Fort Bend County Public Transportation facility is located at 3737 Bamore Road in Rosenberg, Texas, and includes office space dedicated to the Contractor, covered vehicle storage, a fueling depot, and nine (9) service bays for fleet maintenance.

Current services include Demand Response and Commuter Services to Greenway Plaza, Galleria, and the Texas Medical Center with over 380,000 trips/year. Fort Bend Transit provides general management, reservations, scheduling, vehicles, asset and safety management, and finance; a Service Provider provides operations management, dispatch, drivers, vehicle maintenance, and additional contractor-owned vehicles as needed.

Service hours are Monday through Friday (excluding County Holidays) from 4:00 AM to 9:00 PM. Commuter Bus Services operate during peak commute hours between 4:00 AM – 9:00 PM with service routes traveling from Fort Bend Transit's Park and Ride locations to the Texas Medical Center, Greenway Plaza, and Galleria. Demand Response services operate as a scheduled shared ride service and provide trips within Fort Bend County between 6:00 AM – 6:00 PM.

An Ambassador Program is available by request to assist passengers with disabilities boarding and alighting vehicles, carrying packages, and/or door-to-door assistance. Ambassadors may be placed on board vehicles or at designated stops. A separate vendor currently provides the program. The awarded Contractor under this solicitation will be required to work with the Ambassador Services vendor as applicable.

Guaranteed Ride Home (GRH) service is a free service that provides commuters a way home in the event of a midday emergency. The service is only available to registered passengers who are eligible for a maximum of three (3) trips per year at the County's expense. Users have the option of using more trips at their own expense but must pay the service Contractor directly. Contractors must propose similar services or describe an alternate approach.

Emergency Services may be required. Fort Bend County is located near the Texas Gulf Coast, has two major river ways traversing the County, and has chemical and electrical plants located within the County. The County is active with emergency preparation and response and may be required to assist with evacuations of the population during declared emergencies. The Contractor selected to provide services under this solicitation will be required to participate in these activities and to provide transportation services, equipment, and staffing during emergency events. Emergency evacuation activities could include transporting Fort Bend County residents out of the County or assisting other local Gulf Coast area governmental entities with their life safety needs. During an emergency event, the County may utilize the services of other Contractors that have available resources (i.e., drivers, buses, etc.). Contractor staff may be required to stay in area shelters and/or other lodging provisions provided by the County. Charges for services during

an emergency event related to supervisors, dispatchers, driver overtime, compensation, lodging, and meals may be allowed when applicable and will be negotiated at the time of the emergency.

Public Transportation Services may change throughout the course of the contract to include service expansions or reductions, emergency services, pilot programs and/or other initiatives or funding opportunities. Attachment 14 - Fort Bend County Public Transportation Service Plans describes our existing service in more detail.

2.0 SCOPE OF WORK:

Fort Bend County, Texas (hereafter referred to as the "County") seeks Proposals ("Proposals or RFP") for selection of one or more Contractor(s) ("Contractor") from private transportation service providers interested in providing comprehensive public transportation services primarily within Fort Bend County, to parts of surrounding Counties and occasionally to other destinations. Transportation services may include, but not be limited to, provision of demand response, park and ride (commuter transit), and guaranteed ride home services as described herein.

2.1 Contractor must propose services that include dispatching, driver staffing, and related services. Related services may include, but not be limited to, insurance, fuel, and diesel exhaust fluid as applicable (for after hours and emergency events), vehicle maintenance, supervision and management, staff training, reporting, data collection and supplies.

2.2 The selected Contractor must be able to provide a sufficient reserve fleet and reserve drivers as well as have a fleet available for unscheduled services such as emergency evacuations.

2.3 Primary consideration will be given to proposals that conduct all service requirements outlined in this Request for Proposals (RFP) at Fort Bend County Public Transportation's Operation facility located at 3737 Bamore Road Rosenberg, TX 77471. This facility includes accommodations for all staff (drivers, dispatchers, supervisors, mechanics, etc.), fleet maintenance, fleet storage, fueling, and washing, as well as other operations and administrative activities.

2.4 Fort Bend County Public Transportation is a recipient of federal and state funding, including but not limited to Section 5307, Section 5310, Section 5311, Section 5339, and Congestion Mitigation and Air Quality Improvement funds. In addition to the requirements stated in the RFP, any awarded third-party Contractor(s) must comply with all federal, state, and local regulations that may be associated with the Fort Bend County Transportation Bus Services contract.

2.5 This RFP has been developed is accordance with the procurement guidelines of the Federal Transit Administration (FTA), and those related to State and Local Government. Details are described herein and shall be followed accordingly.

The key components of the RFP are categorized below as Administration, Civil Rights, Equipment, Financial, Intelligent Transportation Systems (ITS), Maintenance, Operations, Property, Reporting, Rolling Stock, Safety, and Training.

2.6 ADMINISTRATION REQUIREMENTS:

2.6.1 Contractor shall provide management/support, administration, supervisory, and office services necessary to provide the transportation services in accordance with the Contract. The Guidelines for Contracted Transportation Service Providers outlines a typical list of position types and/or description of duties that could be proposed by the prospective Contractor(s) to fulfill the requirements of the RFP for Transportation Services.

2.6.2 Contractor shall furnish and shall require operators to wear uniforms inclusive of a nametag approved by the County. At a minimum, the County will require uniform color, design, pattern, and any markings to be consistent for all routes and services offered by the County. Uniforms must be clean and without tears or other signs of excessive wear.

2.6.3 In the performance of work or services hereunder, Contractor shall have the relationship of an independent Contractor, and any of its agents, employees, officers, or volunteers performing work hereunder shall be deemed solely as employees of Contractor or, where permitted, of its subcontractors. Fort Bend County shall not be the employer of Contractor's employees or be liable or responsible for the acts or inactions of officers, employees, agents, or subcontractors of Contractor. Contractor and its agents, employees, officers, or volunteers shall not, by performing work under this Agreement, be deemed to be employees, agents, or servants of the County, and shall not be entitled to any of the privileges or benefits of County employment.

2.6.4 The following positions are recommended to hire by the Contractor for third-party transportation services. The duties and responsibilities of each position are outlined as follows:

2.6.4.1 General Manager

2.6.4.1.1 Daily communication and interaction with all staff;
2.6.4.1.2 Organize and conduct activities to assure safe, cost-effective, and on-time operating performance;
2.6.4.1.3 Meet with the County at least once weekly on all responsibilities or requirements;
2.6.4.1.4 Oversee, direct, and manage the day-to-day responsibilities outlined per the County's contract for transportation services.

2.6.4.1.5 Ensure all contracted personnel adhere to all County policies related to the use of County facilities including operating hours, safety, and security procedures;

2.6.4.1.6 Establish and maintain an up-to-date listing of all safety-sensitive personnel;

2.6.4.1.7 Establish a training program for all personnel utilized for contract services meeting the minimum training requirements set by grant funding sources and/or the County;

2.6.4.1.8 Be available and responsive to County for attendance at meetings with the public, advisory groups, customer committees, or other meetings as required;

2.6.4.1.9 Correspond directly with County staff on compliance and operational issues and ensures accuracy of data through direct examination of records and cross-comparison with other reporting and analytical mechanisms as needed;

2.6.4.1.10 Implement and enforce contract requirements and continuously evaluate the effectiveness of contract provisions;

2.6.4.1.11 Develop and maintain positive working relationships with County staff to maximize operational support, credibility, and perceived responsiveness;

2.6.4.1.12 Review operational data for accuracy and completeness, compare operational data with County service feedback and direct operational changes to improve performance and enhance the customer experience.

2.6.4.2 Operations Manager

2.6.4.2.1 Assumes responsibility of the General Manager during his/her absence;

2.6.4.2.2 Oversees day-to-day contracted public transportation services including but not limited to transit operations, scheduling, performance, passenger questions, and incident/accidents to ensure departmental objectives are being carried out;

2.6.4.2.3 Oversees and ensures contracted personnel adhere to the scope of work as written in the Contract as well as Standard Operating Procedures, Passenger Guidelines, and any other standards set forth under the contracted services;

2.6.4.2.4 Provides day to day oversight of operators, supervisor personnel, and dispatchers;

2.6.4.2.5 Communicate with Fort Bend County Operations Manager on all aspects of the operations;

2.6.4.2.6 Provide morning and evening updates of On-Time Performance for Demand Response and Commuter Services as it relates to pick-up time, appointments, pull-out, and other events as requested;

2.6.4.2.7 Responds to complaints by providing investigation and corrective actions within two (2) business days of receiving complaints;

2.6.4.2.8 Provides training to the dispatcher(s) to ensure the successful use of the County's scheduling and dispatching software, communication with drivers and managing communication with customer calls regarding day-of-service inquiries;

2.6.4.2.9 Ensures dispatch log is completed accurately and detailed daily;

2.6.4.2.10 Communicate to Fort Bend County Operations Manager in the event a BUR, late pullout, open routes, and Contractor vehicles will be used on a route;

2.6.4.2.11 Responds to inquiries during the Trip Edit Process within two (2) business days;

2.6.4.2.12 Reports any day-of services regarding major violations, service days, and incidents;

2.6.4.2.13 Completes operations reports as requested.

2.6.4.3 Safety/Security & Training Manager

2.6.4.3.1 Ensures all safety manuals, programs, policies, and practices are current and meet the needs of the operating divisions;

2.6.4.3.2 Resides as the expert in safety/training compliance and regulations;

2.6.4.3.3 Ensures all new hires meet minimum general qualifications for each division including background and DMV checks;

2.6.4.3.4 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;

2.6.4.3.5 Oversees safety incentives and programs are managed effectively and consistently;

2.6.4.3.6 Oversees security incentives and programs related to fares, equipment, facility, and employee security;

2.6.4.3.7 Proactively manages all employee injury claims to minimize lost time and light- duty claims;

2.6.4.3.8 Oversees successful completion of all related audits, including those conducted by Fort Bend County and by Federal and State regulatory agencies;

2.6.4.3.9 Leads the division in the area of safety organization regarding classroom and behind-the-wheel instruction according to corporate and client specifications in all aspects;

2.6.4.3.10 Complete daily paperwork on schedule adherence checks, uniform inspections, daily supervisor reports, and accident and incident reports.

2.6.4.4 Road Supervisor(s)

2.6.4.4.1 Supervise drivers;

2.6.4.4.2 Communicates job requirements and responsibilities to drivers;

2.6.4.4.3 Takes responsibility for day to day scheduling, counseling, and evaluation reports to management;

2.6.4.4.4 Observes drivers on the road, and corrects safety problems on the scene while documenting violations;

2.6.4.4.5 Manage driver paperwork including time sheets, charter orders, payroll sheets, drivers' logs, pre/post trip forms, and recap sheets. Paperwork shall be collected and reconciled daily;

2.6.4.4.6 Coordinate and monitor personnel matters including instructing, evaluating performance, maintain standards, and recommending discipline up to and including termination. Ensure that all personnel decisions comply with state and federal law and company policies;

2.6.4.4.7 Assist drivers on their routes with emergency or unusual situations including accidents, out of service vehicle changes, and simple maintenance and repairs when needed;

2.6.4.4.8 Check bus routes, bus stops, and shelters for hazards, detours, or any unusual conditions which would affect bus operations or passenger safety. Make recommendations to improve routes and passenger transport;

2.6.4.4.9 Perform daily checks for vehicle cleanliness and safety, and drivers' customer service skills;

2.6.4.4.10 Receive and document customer complaints and commendations, investigate the reports, and resolve issues with the customer;

2.6.4.4.11 Complete daily paperwork on schedule adherence checks, uniform inspections, and daily supervisor reports;
2.6.4.4.12 Conducts on-the-scene accident investigations, assists drivers in preparing accident reports, OSHA reports, and applicable safety violation documentation;
2.6.4.4.13 Liaisons between drivers and both clients and organization in customer service issues;
2.6.4.4.14 Evaluates and monitors driver safety and performance, as well as compliance in legal, employment, and labor policy matters;
2.6.4.4.15 Assists in dispatching, driving, interviewing, and miscellaneous clerical tasks as needed.

2.6.4.5 Dispatcher(s)

2.6.4.5.1 Maintains the original schedule to the extent possible;
2.6.4.5.2 Completes daily Pullout log accurately and detailed;
2.6.4.5.3 Completes daily dispatch log accurately and detailed;
2.6.4.5.4 Resolves service issues and provides excellent customer service;
2.6.4.5.5 Responds to customer inquiries and needs promptly;
2.6.4.5.6 Answers phone calls from customers promptly;
2.6.4.5.7 Serves as an intake person for customer complaints and compliments.
2.6.4.5.8 Schedules re-routes for day of service for passengers as needed;
2.6.4.5.9 Maintains live updates of the dispatching and scheduling software system;
2.6.4.5.10 Maintains logs of radio transmissions with drivers, telephone calls, and other pertinent information and facts;
2.6.4.5.11 Completes a variety of daily reports and clerical duties;
2.6.4.5.12 Receives and dispatches radio calls to drivers on route;
2.6.4.5.13 Complies with and promotes safe practices in agreement with the safety rules and procedures as stated in the contract;
2.6.4.5.14 Answers and directs business calls to appropriate personnel;
2.6.4.5.15 Provides bus estimated time of arrival (ETA) and day-of service information to phone-in customers;
2.6.4.5.16 Performs related duties as directed;
2.6.4.5.17 At least one (1) Spanish-speaking dispatcher each shift.

2.6.4.6 Maintenance Manager/Shop Foreman

2.6.4.6.1 Schedules and administers fleet maintenance and assists in troubleshooting problems with equipment;

2.6.4.6.2 Maintains vehicle system reliability and mean distance between major mechanical breakdowns in accordance with the County PTASP;

2.6.4.6.3 Provides weekly vehicle down list to the County;

2.6.4.6.4 Communicates availability of vehicles for service with dispatch and other operations personnel;

2.6.4.6.5 In relation to subordinates, is responsible for hiring, firing, 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);

2.6.4.6.6 Responsible for the daily upkeep of the maintenance shop;

2.6.4.6.7 Performs and documents risk analysis of maintenance tasks;

2.6.4.6.8 Supports asset TERM Scale assessments for the County;

2.6.4.6.9 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;

2.6.4.6.10 Reviews repair orders;

2.6.4.6.11 May order fuel for vehicles, order parts, and subcontract repair work;

2.6.4.6.12 Initiates and implements projects that improve efficiency and/or reduce operating costs;

2.6.4.6.13 Ensures that maintenance technicians are trained on current operating procedures, are properly equipped, and are motivated so that the maintenance program can be accomplished in a safe, timely, and cost-effective manner;

2.6.4.6.14 Perform related duties as directed;

2.6.4.6.15 Properly prioritizes, implements, and manages work schedules, projects, and assignments;

2.6.4.6.16 Tracks and controls part inventories, vendors, and suppliers;

2.6.4.6.17 Manages the financial / accounting aspects of a fleet maintenance operation;

2.6.4.6.18 Communicates with all levels of staff in written and oral formats;
2.6.4.6.19 Possesses computer skills, including word processing, spreadsheets, and Microsoft Outlook;
2.6.4.6.20 Possesses technical competence with vehicle repair and preventive maintenance;
2.6.4.6.21 Displays initiative, professionalism, candor, and tact always.

2.6.4.7 Technician/Mechanic

2.6.4.7.1 Attends unit in-service and safety meetings to convey and/or gather information required to perform job functions;
2.6.4.7.2 Diagnoses vehicle malfunctions (e;g;, using computers, analyzers, etc;) to determine replacement needs;
2.6.4.7.3 Fabricates parts to ensure items necessary for repairs;
2.6.4.7.4 Inspects assigned vehicles (e;g;, brake system, oil levels, coolant, tire pressure, wiper blades, fan belts, exterior and interior condition, etc;) for the purpose of ensuring that the vehicle is in a safe operating condition;
2.6.4.7.5 Installs vehicle components, parts, and accessories (e;g;, glass, cameras, brakes, starters, engines, etc;) for the purpose of ensuring vehicles can operate safely;
2.6.4.7.6 Maintains tools, equipment, and/or shop area for the purpose of ensuring the availability of tools, equipment, and safety within the workspace;
2.6.4.7.7 Oversees mechanics and other assigned personnel in the absence of the foreman for the purpose of ensuring that assignments are completed in compliance within established guidelines;
2.6.4.7.8 Supports onboard vehicle camera repair, and replacement;
2.6.4.7.9 Conducts maintenance and troubleshooting, repair and replacement of electrical ITS onboard systems;
2.6.4.7.10 Performs minor body work (e;g;, front ends, fenders, upholstery, etc;) for the purpose of maintaining the appearance and safe operation of the vehicles;
2.6.4.7.11 Perform road checks during inclement weather for the purpose of ensuring it is safe to operate buses on the roadways; Performs routine vehicle maintenance program (e;g;, oil change, brake check, etc;) for the purpose of maintaining vehicles in a safe operating condition and meeting mandated requirements;

2.6.4.7.12 Prepares written materials (e;g;, repair and maintenance logs, parts lists, warranty claims, etc;) for the purpose of documenting activities, providing written references, and meeting mandated requirements;
2.6.4.7.13 Repairs vehicle systems and components, etc; (e;g;, diesel/gasoline engines, transmissions, differentials, clutches, exhaust systems, etc;) for the purpose of ensuring the availability of vehicles in safe operating condition;
2.6.4.7.14 Responds to road calls regarding disabled vehicles (e;g;, on call seven days a week) for the purpose of performing emergency repair work in the field;
2.6.4.7.15 Perform related duties as directed.

2.6.4.8 Vehicle Operator(s)

2.6.4.8.1 Possession of a valid Texas driver's license;
2.6.4.8.2 Current possession of a valid Texas Commercial Driver's license (CDL), Class B with passenger transport, and any additional licenses as may be required by state or federal regulatory agencies;
2.6.4.8.3 Complies with ADA requirements in delivery services;
2.6.4.8.4 Complies with local traffic regulations;
2.6.4.8.5 Maintains DOT card;
2.6.4.8.6 Promotes safety awareness and follows safety procedures to reduce or eliminate accidents;
2.6.4.8.7 Conducts a thorough pre/post trip inspection of the vehicle prior to operation daily;
2.6.4.8.8 Maintains a professional, well-groomed appearance;
2.6.4.8.9 Must be subject to a criminal history check and meet County minimum pre-employment criteria for criminal history;
2.6.4.8.10 Must pass pre-employment drug and alcohol testing according to FTA regulations;
2.6.4.8.11 No DWI or DUI convictions;
2.6.4.8.12 No more than two (2) moving violations within the last three (3) years of driving;
2.6.4.8.13 No more than one (1) at-fault accident during the previous three-year period;
2.6.4.8.14 Ability to legibly complete necessary forms and reports;
2.6.4.8.15 Ability to physically assist passengers in boarding and alighting vehicles, including assistance with packages, shopping bags, luggage, etc;, and the ability to lift a minimum of 50 lbs;

2.6.4.8.16 Must be physically able to assist passengers who use wheelchairs, to appropriately board, secure, and remove wheelchair riders in/from the vehicle;

2.6.4.8.17 Must be physically able to assist passengers who use wheelchairs, down one step or curb and open and close the door of the vehicle for the passenger.

2.6.4.9 Intelligent Transportation Systems (Specialist)

Coordinate with Fort Bend County ITS Manager to maintain software and hardware functionalities related, but not limited to:

2.6.4.9.1 Camera Equipment;
2.6.4.9.2 Mobile Data Terminals;
2.6.4.9.3 Dispatch and Scheduling Software;
2.6.4.9.4 Annunciation Systems and Vehicle Signage;
2.6.4.9.5 Digital Display Infotainment System;
2.6.4.9.6 Desktop Equipment;
2.6.4.9.7 Real time GPS telematics tracker for service vehicles;
2.6.4.9.8 Perform related duties as directed.

2.6.4.10 Customer Service Specialist(s)

2.6.4.10.1 Maintains customer schedules, resolves service issues, and provide excellent customer service;
2.6.4.10.2 Responds to customer inquiries and needs promptly;
2.6.4.10.3 Coordinates with County staff to investigate and respond to customer complaints;
2.6.4.10.4 Perform related duties as directed.

2.7 CIVIL RIGHTS REQUIREMENTS

2.7.1 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. Contractor shall provide a Title VI Program or letter of the agency adopting County's Title VI Program within 30 days of contract execution. Contractor shall provide annual refresher training to all employees. Contractor shall provide documentation of these trainings/meetings to Fort Bend County Public Transportation Civil Rights Officer which shall include instructor

name/title, list of attendees with signatures, subject, and content of meeting.

2.7.2 Per FTA Circular 4710.1, when a public entity enters into a contractual or other arrangement or relationship with a private entity to operate commuter or demand responsive service, the public entity shall ensure that the private entity meets the ADA requirements that would apply to the public entity if the public entity itself provided the service. No qualified person with a disability shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance administered by the Department of Transportation. Contractor shall report all ADA complaints/lawsuits to Fort Bend County Public Transportation immediately. Contractors will be subject to random site visits and may be required to submit proof of compliance via pictures and/or video. Contractor shall ensure accessible features and adhered to such as:

2.7.2.1 Lifts and ramps;
2.7.2.2 Lighting;
2.7.2.3 Mobility aid securement areas and systems;
2.7.2.4 Public address and other communications equipment;
2.7.2.5 Seat belts and shaller harnesses (where securement systems are required);
2.7.2.6 Priority Seating Signage.

2.7.3 Per FTA C 4704.1A, the Contractor shall establish a strong company policy and commitment to equal employment opportunity; in it, the Contractor shall assign responsibility and authority for the program to top company officials and analyze the present workforce to identify jobs and departments where minorities and females are underrepresented. It is important to set specific, measurable hiring and promotion goals with target dates in each area of underutilization and to make every manager and supervisor responsible and accountable for helping to meet these goals. Job descriptions and hiring criteria must be reevaluated to ensure that they include only actual job needs; find minorities and females who qualify or can become qualified to fill goals. Any Contractor who meets the threshold of 100 employees or more (transit -related employees) requirements must implement all of the EEO Program elements including submitting an EEO Report every quarter. If Contractor employees 50-99 employees (transit-related employees) must prepare and submit an abbreviated EEO Report every quarter that includes the following:

2.7.3.1 Statement of Policy;
2.7.3.2 Dissemination Plan;
2.7.3.3 Designation of Personnel Responsibility;

2.7.3.4 Assessment of Employees Practices;
2.7.3.5 Monitoring and Reporting Plan.

2.7.4 Fort Bend County Public Transportation Department has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. There is no contract goal associated with this procurement. However, Fort Bend County Public Transportation is committed to utilization of DBEs on all DOT-assisted projects toward attainment of the Fort Bend County's Public Transportation department's established overall goal of 3.89%. The required DBE Forms are attached.

2.8 EQUIPMENT REQUIREMENTS

2.8.1 Contractor shall provide transit vehicles containing surveillance cameras and equipment necessary to aid in the investigation of incidents and accidents and equipment as necessary for the provision of transit services in accordance with the Scope of Work and related Service Plan(s) issued as part of the contract.

2.8.2 Vehicles and equipment provided by the Contractor shall be the property of the Contractor during and after the contract period. Vehicles and/or equipment provided by Fort Bend County shall be the property of Fort Bend County during and after the contract period.

2.8.3 Provisions for the use of vehicles shall be provided in the final contract and will include requirements related to Contractor’s responsibilities for proper maintenance, damage, and/or loss to County vehicles and equipment. The County will provide equipment necessary to support vehicle maintenance as indicated in Attachment 3.

2.8.4 Computers, monitors, phones and office/workspace for Dispatchers, Managers, and other appropriate contracted staff are provided by the County as listed in Attachment 3.

2.8.5 The County must approve all Contractor workstations prior to providing access to the County’s server. Contractor must also sign acknowledgment forms agreeing to adhere to all Fort Bend County Information Technology policies and procedures.

2.8.6 Contract provisions will include damages for violation(s) whose results effect the integrity and/or operational ability of the County’s technology systems. Fort Bend County will allow Contractor access to the County Public Transportation Department facilities as applicable for the purpose of providing transportation services. Provisions for the use of such facilities will be provided in the final contract or by addendum to the

contract as applicable and will include provisions related to Contractor responsibility for loss or damage to facilities.

2.8.7 The County will provide any Contractor personnel granted access to the facilities with an access card and entry key. Contractor will assume any responsibility for access cards and entry keys issued to its personnel. Lost or damaged access cards and entry keys will be replaced at Contractor's expense. Facility keys will be distributed to Contractor Management personnel as agreed to with the County Chief Safety Officer. Keys and badges will be signed for by Contractor personnel and shall be surrendered at the time of employee termination or at such time as determined by the County. The Contractor assumes responsibility for all actions of its personnel while on County premises.

2.8.8 The County may discontinue access to any or all Contactor personnel at any time without prior notice. The County is not responsible for any personal belongings of Contractor's personnel left in any County office or facility. The Contractor will allow Fort Bend County access to Contractor facilities.

2.9 FINANCIAL REQUIREMENTS

2.9.1 The billing cycle associated with this contract is bi-weekly, which occurs from the 1st through the 15th of the month and from the 16th to the end of the month.

2.9.2 Awarded Contractor shall submit a bi-weekly invoice no later than five days after the billing period end date. The invoice will be based upon the number of Service Hours operated for County and Contractor-Owned Vehicles and shall set forth an itemized list of the service hours operated, broken down by route and number and type of vehicle, total hours of service provided, missed runs, and any additional information requested by County.

2.9.3 The County will pay for no more than thirty minutes of a demand response service operator's lunch time whose drive time is a minimum of eight (8) hours per day; thereafter, is the responsibility of the Contractor. Lunch is not paid for commuter bus services operators by the County.

2.10 Table 1 "Billable Service Hours per Mode" below defines billable service hours allowances by mode:

Table 1: Billable Service Hours per Mode		
DESCRIPTION	**DEMAND RESPONSE**	**COMMUTER BUS**
BILLABLE HOURS	The cumulative total of the time from the point that the vehicle leaves the depot and returns to the bus depot.	The cumulative total of the time from the point that the vehicle leaves the depot and returns to the bus depot.
REVENUE HOURS	The cumulative time between the time of the first pick-up and the time of the last drop off.	The cumulative time between the time of the first stop and the time of the last stop.
DEADHEAD HOURS	The cumulative time that a vehicle travels out of revenue service. Deadhead includes leaving or returning to bus depot and/or changing routes.	The cumulative time that a vehicle travels out of revenue service. Deadhead includes: leaving or returning to bus depot and/or changing routes.
OPERATOR(S) BREAK	30-minutes of lunch break covered for Service Operator whose drive time is a minimum of 8 hours per day.	Not Applicable

2.11 FAREBOX REVENUE COLLECTION AND MANAGEMENT REQUIREMENTS

2.11.1 The Contractor is required to collect and count fare tickets and cash by service and individual route.

2.11.2 Fares may be collected in the form of cash, tickets, or other methods utilized by Fort Bend County. All collections and farebox revenues are Fort Bend County revenues. Contractor shall provide a policy for the collection of the fares and tickets within 60 days after executed agreement. The policy must identify authorized personnel responsible for fare counts, and Contractor shall be held accountable to Fort Bend County for all fares collected. The fare collection policy must be approved by Fort Bend County and in accordance with requirements for security and accountability established by funding sources and 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.

2.11.3 No free transportation services shall be provided without specific approval by Fort Bend County.

2.11.4 The Contractor is required to submit to Fort Bend County all fare tickets collected, and non-cash items deposited in the fare box by route.

Reporting forms will be provided by the County. A fare reconciliation shall be provided monthly with Contractor invoice.

2.11.5 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.

2.11.6 All vehicles must have a secure, durable, key controlled fare box. At no time will a vehicle be allowed to operate with a defective or missing fare box.

2.11.7 Fort Bend County will monitor fare collection/gathering activities and the Contractor will allow Fort Bend County access to any space where fare collection activities take place. Fort Bend County will conduct a minimum of one annual site visit to ensure the fare revenue collection process complies with County-approved procedures. Follow up and random site visits may be conducted as needed.

2.12 INTELLIGENT TRANSPORTATION SYSTEM (ITS) REQUIREMENTS

2.12.1 Contractor shall have access to the internet at the facility provided by County and a Fort Bend County email address for key personnel to be provided by the County. The Contractor is responsible for providing internet service for independent Wi-Fi network outside County's available on-site network.

2.12.2 Contractor is responsible for providing surveillance cameras for contractor-owned service vehicles. Surveillance cameras must be compatible with the County's video management system.

2.12.3 The Contractor is responsible for providing real time GPS telematics tracking equipment for collecting vehicle data, location, and driver performance. The County shall have access to said equipment and real-time data.

2.12.4 The Contractor is responsible for equipping all vehicles 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.

2.12.5 Tripspark Novus version 4.8.12 is the current software used by the County Transportation Department. This software used for reservations, scheduling and dispatching is a server-based application hosted by the County with website accessibility for users within the County Intranet. This is subject to change.

2.12.6 Contractor shall furnish to County all reports generated by any system and/or platform, documentation, etc. required for and used during this contract. Any data processed in the form of a report, externally outside of the scheduling software system, is property of Fort Bend County and the County shall have full viewing permission and access to any externally created report using any County owned databases and/or its copies as its data source.

2.12.7 Any patented or copyrighted materials/products related to the contract shall be the property of the County. Contractor use of 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 hold harmless the 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.

2.12.8 The Contractor will be required to furnish to Fort Bend County all dashboard systems generated by any system and/or platform, documentation, etc. required for and used during the course of this contract. Any data processed in the form of a dashboard, externally outside of the scheduling software system, is property of Fort Bend County and the County requires full viewing permission and access to any externally created dashboard using any County owned databases and/or its copies as its data source.

2.12.9 Any patented or copyrighted materials or products related to the contract shall be the property of Fort Bend County. Contractor use of 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 hold harmless the 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.

2.13 MAINTENANCE REQUIREMENTS

2.13.1 Contractor proposal shall include provisions for maintenance of equipment and vehicles provided by County and Contractor. Contractor shall provide all inspection, repair, maintenance, and replacement vehicles and equipment for transit service vehicles owned by the Contractor and used in the transit services. Vehicle Preventative Maintenance requirements will, at a minimum, require preventative maintenance activities be performed in accordance with manufacturer's recommendations.

2.13.2 For vehicles and equipment provided by the County, Fort Bend County may elect to provide replacements or require Contractor to provide additional Contractor owned vehicles and/or Contractor owned equipment. Said vehicles or equipment shall remain the property of the Contractor at conclusion of the contract.

2.13.3 For vehicles and/or equipment provided to Contractor by the County, Contractor must provide all inspections, repairs, and maintenance of the equipment, property and/or vehicles used in the transit services.

2.13.4 The Contractor shall provide the necessary parts and materials including, but not limited to, vehicle parts, tires, fluids, shop supplies, tools and equipment, fleet licenses and inspection software to maintain County-owned and Contractor-owned vehicles.

2.13.5 The Contractor shall have sufficient spare vehicles available in the cases where:

2.13.5.1 Front line vehicles are out of service pending body or other repairs. Vehicles requiring repair shall be repaired and returned to service within 30 days;

2.13.5.2 Front line vehicles are out of service pending disposal;

2.13.5.3 Vehicles are not able to pull out of the garage or continue a route due to mechanical, wheelchair lift, and HVAC or safety item failure.

2.13.6 Pre and Post trip inspections shall be conducted by the Contractor and conformance documented. If a vehicle experiences mechanical, wheelchair lift, HVAC, or safety item failure immediately before a route, the Contractor must have a spare vehicle available at the depot to assume the route with no more than a fifteen (15) minute delay in the route start time.

2.13.7 Any vehicle that experiences a pre or post trip or in service wheelchair lift failure shall be taken out of service immediately. In the event of a failure during revenue service, the Contractor must have a replacement vehicle at the site of the failure to assume the route within one hour of the call for service.

2.13.8 Vehicles are subject to monthly site inspections to ensure vehicles are properly maintained as well as equipped to include the supplemental safety items (i.e., fire extinguisher, first aid kit, bus rules, etc.). Follow up inspections will be conducted as necessary.

2.13.9 Contractor shall always maintain the cleanliness of the vehicles and facility. The buses shall have interiors and exteriors clean of all dirt and

accumulated grime daily. The interior of the bus shall be cleaned each service day to include floors, windows, and seats. Repair of any interior or exterior damages (accident damages, dents, damaged decals/warps, torn seats, cracked glass, etc.) will be the responsibility of the Contractor and must be fully completed before any bus can be returned to service. The buses will be disinfected daily using the County provided HALO disinfectant machines. Both parties will agree to a negotiated turnaround time.

2.13.10 The County shall be responsible for keeping a permanent vehicle file for every vehicle owned by the County by vehicle number throughout the term of the contract. The Contractor shall be responsible for keeping a permanent file for every vehicle owned by Contractor and for providing all documentation on County owned vehicles that must be included in the vehicle file. The Contractor may utilize its own in-house software maintenance program with County approval. At a minimum, maintenance records for every vehicle used for the County's services shall include:

2.13.10.1 Preventative Maintenance form;
2.13.10.2 Preventative Maintenance schedules;
2.13.10.3 Fuel, fluids, and oil usage;
2.13.10.4 Labor expended on each vehicle with hours;
2.13.10.5 Parts used with pricing;
2.13.10.6 Fluids used in pricing;
2.13.10.7 Service interruptions;
2.13.10.8 Safety inspection report;
2.13.10.9 Unscheduled maintenance;
2.13.10.10 Vehicle repair reports;
2.13.10.11 Warranty repairs.

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

2.14 OPERATIONS REQUIREMENTS

2.14.1 Contractor shall establish and maintain appropriate operational procedures and practices to conduct services according to minimum contract requirements established by County. Contractor shall provide all transportation supervision and qualified personnel as necessary to meet the minimum requirements of applicable laws and to meet the service standards established by County. Contractor shall establish and maintain

minimum standards for driver hiring, retention, and performance that include prudent safety and security measures.

Table 2:** ***Fort Bend County Public Transportation Services Data

Type of Service	Minimum Number of Vehicles Required for Revenue Service	Vehicles Requirements	Annual Service Hours Per Mode	*Annual Service Miles Per Mode	Driver Count Per Service Route	Required Service Operator by Service Mode
Demand Response	23	County Owned/ Contractor Owned	69,552	*1,333,080 ~~59,800~~	25	CDL preferred
Texas Medical Center - Commuter	10	County Owned/ Contractor Owned	18,018	548,362	11	CDL
Greenway Plaza – Commuter	3	County Owned/ Contractor Owned	3,878	120,191	4	CDL
Galleria – Commuter	2	County Owned/ Contractor Owned	3,145	88,301	3	CDL

2.14.2 The Fort Bend County Public Transportation Services Data Table 2 displays service data related to the County's existing transit service activity over an annual basis for Demand Response and Commuter Service.

2.14.3 Annual Service Hours per type of service is the cumulative total of the time from the point that the vehicle leaves the depot and returns to the bus depot.

2.14.4 Annual Service Miles per type of service is the cumulative miles from the point that the vehicle leaves the depot and returns to bus depot.

2.14.5 *Demand Response Service Schedules will vary depending on the number of daily scheduled trips per vehicle. The County completes an average of 580 trips ~~428 trips~~ per day for Demand Response services and expects the number to increase to 600. The County will send the Contractor schedules for the next day's trip assignments. For the first trip for each vehicle, the County will assign a pullout time from the depot that will allow sufficient travel time from the depot to the first pick-up. The depot is defined as the

Fort Bend County Public Transportation Facility located at 3737 Bamore Road, Rosenberg, Texas.

2.14.6 Commuter Service operates on a fixed schedule. Unless otherwise directed by the County, the Contractor shall provide the same service each service day. Service hour time will begin when the vehicle leaves the depot. If the Contractor leaves the depot before the scheduled leave time, the Contractor will not be allowed to charge the County for the extra time. After last stop is performed, drivers are expected to return directly to depot.

2.14.7 Service plans and hours of operation are subject to change at various times. The Contractor shall implement new services or remove discontinued services as determined by the County. The Contractor will be given sufficient lead time in the service change process to make the necessary changes to the service network.

2.14.8 The Contractor shall attend any operations meetings that are related to status updates and concerns regarding contracted services.

2.14.9 The Contractor shall be responsible for expenses, toll fees, taxes, charges, assessments, license fees, inspection fees and other costs related to Contractor and County-owned vehicles and facilities. The 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.

2.14.10 Contractors will be expected to furnish at a minimum the necessary manpower, inclusive of stand-by drivers, to operate the required scheduled trips for each route and may/may not be required to provide vehicles. Vehicle reserves are to be adjusted to accommodate new service, as applicable.

2.15 CONTRACTOR PERFORMANCE STANDARDS

2.15.1 The Contractor shall operate transit services in a lawful, safe, efficient and economical manner while exercising the highest standard of care for its users, and in accordance with policies, standards, and specifications determined by Fort Bend County.

2.15.2 The Contractor shall comply with all applicable Federal, State, and Local laws and regulations.

2.15.3 The Contractor shall uphold the County's established minimum Performance Standards regarding on-time performance, vehicle

maintenance standards, safety and security, data integrity and other key contract performance indicators as a provision of contract compliance.

2.15.4 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 service types, on time shall be considered when the trip is performed within 5 minutes of the published schedule.

2.15.5 Commuter Services Performance Standards will at a minimum require an on-time performance percentage of 90% to 94.99%. Non-compliance adjustment may be assessed when a Contractor's on-time performance is ≤ 89.99%.

2.15.6 Demand Response On-Time Performance Standard will at a minimum require an on-time performance percentage of 85% to 89.99%. Non-compliance Adjustment may be assessed when the Contractor's on-time performance falls below 84.99%.

2.15.7 On-Time Pull-Out Performance Standard will at a minimum require a performance percentage of ≥ 95%. Non-compliance adjustments may be assessed when Contractor's on-time performance is ≤ 94.99%.

2.15.8 Forgiveness adjustments will be considered when circumstance arise that are beyond the Contractor's control such as inclement weather or traffic. A template for considering Forgiveness of OTP will be provided to the Contractor.

2.15.9 Safety/Security Performance Standards will, at a minimum, require all NTD reportable incidents according to the Public Transportation Agency Safety Plan. Contractor's failure to meet this standard will result in the assessment of adjustments.

2.15.10 Vehicle Preventative Maintenance requirements will, at a minimum, require preventative maintenance activities be performed in accordance with manufacturer's recommendations. All vehicles must meet and/or exceed those minimum requirements. It will be the duty of the Contractor to perform preventative maintenance on all vehicles at ≥ 95% on time. Non-compliance adjustments may be assessed when recommended preventative maintenance is not performed on a timely basis and consistently falls below the 95% on-time requirement.

2.15.11 Contractor shall maintain a minimum ratio equivalent to ten percent (10%) of "stand–by" drivers to ensure the continuation of service in the event of driver(s) not reporting to the job site. "Stand–by" driver count cannot include staff assigned to other primary duties (i.e., dispatcher, supervisors, etc.).

2.15.12 Contractor dispatch services shall include provisions to record and maintain all necessary hard copy and electronic records for transportation services performed including but not limited to passenger counts, bus stop times, mileages, fares, missed trips, on-time performance, and other records to be determined by County. Dispatch will be required to operate a "real-time" computer-based dispatch program provided by County.

2.16 NON-COMPLIANCE ADJUSTMENT

2.16.1 Adjustments for performance shall be assessed based upon compliance and/or non-compliance with the set performance standards. Such adjustments shall be deducted each month from monies due, or which may thereafter become due, to the Contractor.

2.16.2 The Contractor may request "forgiveness" for noncompliance due to conditions outside its control (i.e. traffic or weather). The Contractor must request forgiveness within five (5) business days of the incident. Assessments may be waived if County determines request is warranted. County will have final approval on all "forgiveness" requests.

2.16.3 Attachment 8 provides a list of Non-Compliance Adjustments for Transit Services.

2.17 PROPERTY REQUIREMENTS

2.17.1 Fort Bend County will allow Contractor access to the County Public Transportation Department facilities as applicable for the purpose of providing transportation services.

2.17.2 The County will provide any Contractor personnel granted access to the facilities with an access card and entry key. Contractor will assume any responsibility for access cards and entry keys issued to its personnel. Lost or damaged access cards and entry keys will be replaced at Contractor's expense. The Contractor assumes responsibility for all actions of its personnel while on County premises.

2.17.3 The County may discontinue access to any or all Contactor personnel at any time without prior notice. The County is not responsible for any personal belongings of Contractor's personnel left in any County office or

facility. The Contractor will allow Fort Bend County access to Contractor facilities involved in the provision of County Services.

2.18 REPORTING REQUIREMENTS

For the purposes of this proposal, future contract negotiations, and contractual reporting purposes, Contractors will be required to collect and report service statistics.

2.18.1 Fort Bend County requires Contractor to submit all reports electronically using industry standard computer file formats.

2.18.2 Contractor must provide all record keeping necessary to provide for Federal, State, and Local reporting requirements.

2.18.3 Data Collection: Contractor shall follow data collection and reporting procedures that document daily operations and provide a basis for monitoring and evaluating the productivity of the service provided.

2.18.4 Attachment 13 is a listing of our required reports.

2.19 ROLLING STOCK REQUIREMENTS

2.19.1 The Contractor shall ensure that a minimum of 43 County-owned vehicles are in revenue service daily, including the use of County spare vehicles when necessary. The Contractor shall provide a minimum of 10 new or used buses as fleet reserves in the event that County-owned vehicles are not available to meet the daily revenue service needs at contract start with size and condition subject to County approval. All buses supplied by the Contractor for the 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, and TXDPS. The Contractor must obtain County prior approval of any proposed Contractor vehicle before it is placed in service.

2.19.2 The Contractor shall ensure that service vehicles are not mixed between service modes (Demand Response and Commuter) and assign vehicles per the direction of the County.

2.19.3 Fort Bend County will supply fuel for all County approved bus services. Fuel can be accessed at seven (7) locations within the County as detailed in Attachment 7.

2.19.4 Fort Bend County will supply DEF for all County approved bus services. Proposals shall include provisions to obtain DEF, at Contractor’s expense, after-hours and during emergency or other events. Contractor vehicles

may not use County supplied DEF for non-approved (private) or other non-Fort Bend County services.

2.19.5 Each vehicle furnished by the Contractor for commuter services must have capacity/capability for a minimum of two (2) wheelchair passengers. The County reserves the right to request and require smaller vehicles when and where needed and/or where smaller vehicles may be deemed more appropriate for the service delivery.

2.19.6 The Contractor is encouraged to use smaller or larger vehicles where utilization of smaller or additional vehicle passenger capacity or amenities would provide enhanced passenger service and/or provide cost savings to County. Wheelchair tie-down, bus access, and bus design must be in compliance with the design standards set forth in the Americans with Disabilities Act. Flip seats for utilization of wheelchair tie-down spaces when not in use by wheelchair passengers are preferred but not required. County vehicles must be utilized before the use of Contractor-owned vehicles.

2.19.7 A list of County-owned vehicles is included in Attachment 6.

2.20 SAFETY REQUIREMENTS

2.20.1 The Contractor shall provide a copy of their safety plan to the County for review or submit a letter with proposals stating the Contractor will follow the County's Public Transportation Agency Safety Plan.

2.20.2 Contractor shall establish and maintain a comprehensive anti-drug and alcohol abuse program that meets or exceeds all Federal regulation as contained in 49 CFR Part 665, 49 CFR Part 29, as well as 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 maintain and furnish records for all employees providing service under this agreement. The County may conduct site visits throughout the course of the contract to ensure sufficient testing is performed. Follow up visits will be conducted as necessary.

2.20.3 If Contractor opts to follow its own safety plan, then each safety plan must include, at a minimum:

2.20.3.1 An approval by the Contractor's Executive;
2.20.3.2 The designation of a Chief Safety Officer;

2.20.3.3 The documented processes of the agency's SMS, including the agency's Safety Management Policy and processes for Safety Risk Management, Safety Assurance, and Safety Promotion;

2.20.3.4 An employee reporting program.

2.20.3.5 Performance targets based on the safety performance measures established in County's Safety Plan (NSP);

2.20.3.6 Criteria to address all applicable requirements and standards set forth in FTA's Public Transportation Safety Program and the NSP; and

2.20.3.7 A process and timeline for conducting an annual review and update of the safety plan.

2.20.4 In addition, the Contractor shall ensure compliance with the following:

2.20.4.1 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. 2) Safe Operation of Vehicles.

2.20.4.2 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. 3) 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.

2.20.4.3 The Contractor shall comply with the FMCA Part 395 - No motor carrier of passengers shall permit or require any passenger-carrying CMV driver to drive:

2.20.4.4 More than 10 hours following eight (8) consecutive hours off duty, or for any period after having been on duty 15 hours following eight (8) consecutive hours off duty.

2.20.4.5 No motor carrier of passengers shall permit or require any passenger carrying CMV driver to drive, regardless of number of motor carriers using the driver's services, for any period after the driver has been on duty:

2.20.4.6 60 hours in any seven (7) consecutive days if the carrier does not operate CMVs every day of the week: or 70 hours in any eight (8) consecutive days if the carrier operates CMVs every day of the week.

2.20.4.7 The Contractor shall submit their data for the FTA Drug and Alcohol Management Information System to the County's Chief Safety Officer for approval prior to submitting into the FTA DAMIS system annually.

2.21 TRAINING REQUIREMENTS

Within 60 days of hire, a minimum of 36 hours of mandatory training per contractor employee is required per the training matrix. In addition, vehicle operators must be provided 36 hours of annual training. A Training Matrix of required training topics and durations including but not limited to Civil Rights, Farebox Collections, Management, Operations, and Safety can be found as Attachment 17. Contractor shall provide documentation of training performed to the County including instructor name/title, list of attendees with signatures, subject, and content of training.

2.22 SAFETY TRAINING

2.22.1 All Contractor provided drivers, dispatchers, supervisors, mechanics, and other safety-sensitive personnel who have the opportunity to operate a revenue service vehicle for the County must meet the requirements of all applicable driving laws and regulations.

2.22.2 All vehicle operators must receive on-board training and successfully demonstrate mastery of skills and practices learned before being released into revenue service. The contracted operator shall provide their On-Board training program for vehicle operators for approval by County. Safety personnel shall be trained in appropriate FTA accident investigation policies and procedures.

2.22.3 Contractor shall establish and maintain a comprehensive anti-drug and alcohol abuse program that meets or exceeds all Federal regulation as contained in 49 CFR Part 665, 49 CFR Part 29, as well as 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 maintain and furnish records for all employees providing service under this agreement.

2.22.4 The Contractor shall provide a minimum of 60 minutes of Drug and Alcohol training for ALL safety-sensitive employees with an additional 60 minutes of Reasonable Suspicion Training for ALL authorized supervisors or managers.

2.22.5 The Contractor shall conduct monthly Safety Committee Meetings and perform monthly safety audits. The results of the safety audits shall be submitted to the County Chief Safety Officer. Any identified safety violations shall be rectified within 5 days. A monthly report on accidents and incidents shall be submitted to the County Chief Safety Officer. In the event of an incident and/or accident, the Contractor shall complete accident reports per the Guidelines for Contracted Transportation Service Providers, Attachment 15.

2.22.6 Within each twelve (12) month period, at a minimum the Contractor shall conduct quarterly safety meetings with advance scheduling notification to Fort Bend County Public Transportation personnel. Contractor shall provide documentation of these meetings to Fort Bend County Public Transportation including instructor name/title, list of attendees with signatures, subject, and content of meeting.

2.23 CONTRACTOR MONITORING AND OVERSIGHT REQUIREMENTS

2.23.1 Contractor is subject to random and annual site visits to verify compliance including but not limited to Finance, Operations, Safety, Civil Rights, ITS, and Maintenance requirements.

2.23.2 The County may conduct site visits throughout the course of the contract to ensure sufficient testing is performed. Follow up visits will be conducted as necessary.

3.0 COST MATRIX PRICING FORM:

The Cost Matrix Pricing Form (Exhibit 10) must be completed in its entirety.

3.1 The key operational services associated with this RFP are detailed in the attached Cost Matrix Pricing Form. The Cost Matrix Pricing form is categorized by Operations Labor, Maintenance Labor, Other Overhead, ITS, Administrative Costs, and Insurance. The Prospective Contractor(s) shall specify the proposed annual cost and applicable quantity (where specified) for each listed line-item category component outlined on the Cost Matrix Pricing Form. The proposed annual premium (add-on) cost associated with the assumed utilization of one (1) Contractor Bus shall be included where designated in the last line of the Cost Matrix Pricing Form. The contractor shall provide all-inclusive service rates for FBC and Contractor Vehicles which are listed as “FBC Vehicle – Cost Per Service Hour” and the “Contractor Vehicle Cost Per Service Hour” respectively

in the Cost Matrix Pricing Form: Demand Response Services (Lines 80 and 84) and Commuter Services (Lines 87 and 90).

3.2 For Guaranteed Ride Home trips, services will be reimbursed by the County on a cost per trip basis for 3 (three) trips per passenger annually. For any trips exceeding the maximum, the rate charged to the passenger must be the same as the County per trip rate.

3.3 The Contractor shall provide any proposed staffing numbers in the designated Column B of the Cost Matrix Pricing Form. The only exception is the staffing requirements for the Vehicle Operators line item. The staffing quantity for Vehicle Operators is non-negotiable and set at a minimum of 25 drivers for Demand Response Services and 18 drivers for Commuter Service to ensure adequate coverage for the County's existing service routes.

3.4 Contractor shall propose a Vehicle Operator Rate per Hour in Line 2 of the Cost Matrix Pricing Form. The proposed rate must align with current market rates for CDL vehicle operators.

3.5 If the Contractor elects not to include a proposed staff position for a labor line item listed on the Pricing Forms, then the staff quantity for that labor line item shall be represented by the number zero (0) in column B. The Labor Costs for any labor line item characterized with a fractional staff quantity shall also be representative of the fractional cost commensurate with the fractional staff proposed.

3.6 If needed, use the lines titled "other" to propose any additional items that may not be listed on the pricing forms for Demand Response and Commuter services scope of work.

3.7 The service hours are based on an annual estimate provided by the County from previous years with each service mode. This estimate represents the most accurate expectation of the annual billable service hours as described in Table 2: Fort Bend County Public Transportation Services Data Chart in the Operations Requirement section for both Demand Response and Commuter Services.

3.8 The service hours that factor into the Contractor's Bus Rate Per Hour for Demand Response and Commuter Services are based on the average annual service hours for one (1) Contractor vehicle associated with Demand Response and Commuter Services.

3.9 Proposed pricing rates shall consider that the County provides facility and staff accommodations for all Contractor staff thereby reducing Contractor overhead.

3.10 Fort Bend County reserves the right to renegotiate contract pricing throughout the term of the contract, subject to unforeseen circumstances, conditions, or funding stream changes.

3.11 Proposals will not be considered for fractional portions of any mode.

4.0 GUIDELINES:

By virtue of submitting a proposal, interested parties are acknowledging:

4.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with selected Respondents at any time to gather additional information. Furthermore, the County reserves the right to delete or add scope up until the final contract signing.

4.2 All Respondents submitting proposals agree that their pricing is valid for a minimum of ninety (90) days after proposal submission to the County. Furthermore, the County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, proposal prices shall not include taxes.

4.3 This Proposal does not commit the County to award nor does it constitute an offer of employment or a contract for services. Costs incurred in the submission of this proposal, or in making necessary studies or designs for the preparation thereof, are the sole responsibility of the Respondents. Further, no reimbursable cost may be incurred in the anticipation of award. Proposals containing elaborate artwork, expensive paper and binding and expensive visual or other presentations are neither necessary nor desired.

4.4 In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the County's Purchasing Agent in writing. Attempts to contact any members of the County's Commissioners' Court or any other County employee to influence the procurement decision may lead to immediate elimination from further consideration.

4.5 When responding to this Proposal, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

5.0 PROPOSAL CONTACT:

This Proposal is being issued by the County Purchasing Agent on behalf of Fort Bend County, Texas. Thus, responses shall be directed to the Assistant Purchasing Agent, as outlined below.

Respondents are specifically directed NOT to contact any County personnel for meetings, conferences or technical discussions that are related to this Proposal other than specified herein. Unauthorized contact of any County personnel will likely be cause for rejection of the Respondent's proposal. All communications regarding the Proposal shall be directed to the County's Proposal Contact. Communication with the Proposal Contact is permitted via email, facsimile, or written correspondence.

PROPOSAL CONTACT:

Cheryl Krejci
Assistant County Purchasing Agent
Fort Bend County Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469
Cheryl.Krejci@fortbendcountytx.gov

****6.0 SUBMISSION REQUIREMENTS:**

6.1 Submission requirements: one (1) original proposal, nine (9) paper copies, and one (1) electronic response on flash drive are required by RFP opening time of **2:00 PM on Tuesday, September 12, ~~August 29~~ ~~22~~, 2023**. Flash drive must contain only one (1) file in PDF format and must match written response identically. Failure to provide proper flash drive is cause for disqualification. Proposal shall be submitted to the address shown below. Proposal shall be signed, in ink, by a person having the authority to bind the firm in a contract.

Fort Bend County	Proposal Number: R24-002
Purchasing Department	Due Date: Tuesday, September 12, ~~August~~
301 Jackson, Suite 201	~~29 22~~, 2023 Time: 2:00 PM (CST)
Richmond, Texas 77469	For: Transportation Bus Services

6.2 Respondents may submit their proposal any time prior to the Opening Date and time. The Respondent's name and address as well as a distinct reference to the Proposal number above shall be marked clearly on the submission. All proposals are time-stamped upon receipt and are securely kept, unopened, until the Opening Date. No responsibility will attach to the County, or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. No oral, telegraphic, telephonic, or facsimile proposals will be considered.

6.3 Proposals may be modified or withdrawn prior to the established opening date by delivering written notice to the proposal contact. Any alteration made prior to opening date and time shall be initialed by the signer of the proposal, guaranteeing authenticity.

6.4 Proposals time-stamped after the due date and time will not be considered and will be returned to the Respondent unopened. Regardless of the method used for

delivery, respondents shall be wholly responsible for the timely delivery of submitted proposals.

6.5 The Respondent's name and address shall be clearly marked on all copies of the proposal.

7.0 INCURRED COSTS:

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the County or for participating in any selection interviews, including discovery (pre-contract negotiations) and contract negotiations.

8.0 ACCEPTANCE:

8.1 Submission of any proposal indicates a Respondent's acceptance of the conditions contained in this Proposal unless clearly and specifically noted otherwise in their proposal.

8.2 Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this Proposal, to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Respondents if it is deemed in the County's best interest.

8.3 Although Fort Bend County desires to negotiate toward a contract with a selected Respondent, the Commissioners' Court may award the contract on the basis of the initial proposals received, without discussions. Therefore, each initial proposal shall contain the Respondent's best terms.

9.0 INTERPRETATIONS, DISCREPANCIES, AND OMISSIONS:

9.1 It is incumbent upon each potential Respondent to carefully examine these specifications, terms, and conditions. Shall any potential Respondent find discrepancies, omissions or ambiguities in this Proposal, the Respondent shall at once request in writing an interpretation from the County's Proposal Contact. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing via e-mail only to the County's Proposal Contact, as specified in Section 3.0. Deadline for submission of questions and/or clarification is no later than **Tuesday, August 8, 2023 at 9:00 AM. (Central).** Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

9.2 The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. If it becomes necessary to revise or amend any part of this Proposal, notice will be given by the County Purchasing Agent to all prospective Respondents who were sent a Proposal. The Respondent in their proposal shall acknowledge receipts of amendments. Each Respondent shall ensure that they have received all addenda and amendments to this Proposal before submitting their proposals.

****10.0 TENTATIVE SCHEDULE:**

Release of RFP:	July 9, 2023
Pre-RFP meeting:	July 25, 2023
Deadline for Questions:	August 8, 2023
Submission Due Date:	September 12, ~~August 29 22~~, 2023
Evaluation of Submissions:	Week of September 25 ~~4 August 28~~, 2023
Commissioners Court Permission to Negotiate:	October 10 ~~September 12~~, 2023
Negotiations:	Beginning October 11 ~~September 13~~, 2023
Final Contract Approval Commissioners Court:	November 14, 2023

11.0 PRE-RFP CONFERENCE:

A pre-RFP conference will be conducted on **Tuesday, July 25, 2023 at 9:00 AM (Central).** The Pre-RFP conference will be held at the Fort Bend County Purchasing Department located in the Travis Annex at 301 Jackson, Suite 201, Richmond, TX. All contractors are encouraged to attend.

12.0 RETENTION OF RESPONDENT'S MATERIAL:

The County reserves the right to retain all proposals regardless of which response is selected. All proposals and accompanying documents become the property of the County.

13.0 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:

By submission of a proposal, each Respondent certifies, that in connection with this procurement:

13.1 The prices in this proposal have been arrive at independently, without consultation, communication, or agreement with any other Respondent; with any competitor; or with any County employee(s) or consultant(s) for the purpose of restricting competition on any matter relating to this Proposal.

13.2 Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not

knowingly be disclosed by the Respondent prior to award directly or indirectly to any other Respondent or to any competitor; and;

13.3 No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

14.0 ASSIGNMENT:

The Respondent may not sell, assign, transfer or convey the contract resulting from this Proposal, in whole or in part, without the prior written approval from Fort Bend County Commissioners' Court.

15.0 CONFIDENTIAL MATTERS:

15.1 All data and information gathered by the Respondent and its agents, including this Proposal and all reports, recommendations, specifications, and data shall be treated by the Respondent and it's agents as confidential. The Respondent and it's agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.

15.2 Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing Respondents and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the proposal and identified by Respondent as such will be treated as confidential to the extent allowable in the Open Records Act.

16.0 CONFLICT OF INTEREST:

No County public official shall have interest, direct or indirect, in any contract resulting from this Proposal, in accordance with Texas Local Government Code Chapter 171. Furthermore, the Respondent shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines and Restrictions Regarding the Acceptance of Gifts by County Officials and County Employees.

17.0 LIMITS OF SUBCONTRACTORS:

17.1 The County has approval rights over the use and/or removal of all subcontractors and/or vendor(s). Subcontractors shall conform to all County policies.

17.2 Any dispute between the Respondent and subcontractors, including any payment dispute, will be promptly remedied by the Respondent. Failure to promptly remedy or to make prompt payment to subcontractor may result in the

withholding of funds from the Respondent by the County for any payments owed to the subcontractor.

18.0 JURISDICTION, VENUE, CHOICE OF LAW:

This Proposal and any contract resulting there from shall be governed by and construed according to the laws of the State of Texas. Shall any portion of any contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect. Any lawsuit shall be governed by Texas law and Fort Bend County, Texas shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Proposal process and resulting Agreements.

19.0 INDEPENDENT CONTRACTOR:

The Respondent is an independent contractor and no employee or agent of the Respondent shall be deemed for any reason to be an employee or agent of the County.

20.0 AMERICANS WITH DISABILITIES ACT (ADA):

Proposals shall comply with all federal, state, county, and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA requirements.

21.0 DRUG-FREE WORKPLACE:

All Respondents 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.

22.0 PERFORMANCE BOND:

The Contractor, if approved for this contract by the Fort Bend County Commissioner's Court, shall furnish, at its own expense a performance bond in the amount of $750,000, not later than ten (10) days of the County's award of a contract. 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.

23.0 POWER OF ATTORNEY:

An attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

24.0 TEXAS ETHICS COMMISSION FORM 1295:

24.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All

firms submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

24.2 On-line instructions:

24.2.1 Name of governmental entity is to read: Fort Bend County.

24.2.2 Identification number to use: RFP 24-002.

24.2.3 Description is: Transportation Bus Services.

24.3 Highest evaluated respondent will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

***25.0 INSURANCE:**

*25.1 All respondents shall ~~must~~ submit, with RFP, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with RFP, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.

25.2 At contract execution, 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 (or a Claims Made form for Professional Liability insurance) from such companies having Best's 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:

25.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

25.2.2 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.

25.2.3 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.

25.2.4 Business Automobile Liability coverage 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.

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

25.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

25.4 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 two (2) years beginning from the time that work under the agreement is completed.

26.0 INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of Respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Respondent or any of Respondent's agents, servants or employees.

26.1 Respondent 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 Respondent in the defense of each matter.

26.2 Respondent'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.

26.3 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 Respondent, Respondent 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 Respondent are not at issue in the matter.

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

26.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.

26.6 Respondent 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 Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

26.7 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 Respondent and/or trade contractor providing such insurance.

27.0 TAX EXEMPT:

Fort Bend County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This project will be deemed a separate project for Texas tax purposes, and as such, Fort Bend County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this project. Respondent is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, Respondent shall state these items at cost.

28.0 TERM OF CONTRACT:

The term of this contract is for **the period ending September 30, 2028**, renewable annually for up to an additional two (2) years (through September 2030) under the same terms and conditions, if mutually agreeable to both parties. Either party for any reason may terminate this contract by

giving ninety (90) days written notice of the intent to terminate.

29.0 ESCALATION CLAUSE:

Successful Contractor may apply to the FBCPT Department for a price increase based on a percentage equal to the applicable annual percentage increase in the Consumer Price Index (CPI) – South Region. This price increase will be based on the percent change as detailed in the CPI-South Region for All Urban Consumers, which can be found at https://www.bls.gov/regions/southeaset/news-release/consumerpriceindex_south.htm. No application for a price increase may be submitted within the first twenty-four (24) months of the contract. Increase requests greater than twenty-five (25) percent over the original contracted rate are not permitted.

30.0 EVALUATION CRITERIA:

In order to facilitate the analysis of responses to this Proposal, Respondents are required to prepare their proposals in accordance with the instructions outlined in this section. Proposals shall be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities/qualifications to satisfy the requirements of the Proposal. Emphasis shall be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables shall be numbered and clearly labeled.

30.1 Respondents are required to follow the outline below when preparing their proposals:

Tab	Title
	Title Page
	Letter of Transmittal
	Table of Contents
	Executive Summary
1	Understanding Scope of Work
2	Ability to Perform, Firm Experience/Qualifications
3	Cost
4	Overall Completeness of Proposal

30.2 Any exceptions to the Proposal requirements shall be identified in the applicable section.

30.3 Executive Summary - This part of the response to the Proposal shall be limited to a brief narrative highlighting the Respondent's proposal. This section shall not include cost quotations. Note that the executive summary shall identify the primary contacts for the Respondent.

30.4 Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1

Understanding Scope of Work (weight factor = 25%)

- Respondents must describe the approach the firm will take to accomplish the contract services.
    - Services shall be clearly defined and include a description of how they will be supported by staff, equipment, supplies, and a comprehensive organizational structure.
    - Parties must demonstrate their understanding of the service and propose an approach which will meet or exceed service needs and requirements.
    - Appropriate staffing, recruitment, training and retention shall be proposed for service implementation and continuation.
    - Equipment and vehicle maintenance activities shall be proposed and clearly indicate firm's ability to provide appropriate stewardship for County assets and buildings.
    - If including any subcontractor services in the proposal, please include detailed information on such subcontractor services and under what circumstances they will be utilized.

Tab 2

Ability to Perform, Firm's Experience/Qualifications (weight factor = 35%)

- Respondent must provide at least five years' experience providing similar types of service and activities.
    - Staff assignments with job descriptions and resumes for key management and supervisory staff that indicate an adequate level of education and experience to carry out the duties assigned.

- 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.

- Provide 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). 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 if the review is conducted by a certified accountant.

- Provide 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.

- Attach current certifications for contracted safety sensitive staff.

- Attach proposed Continuity of Operations Plan.

- Attach current Safety Plan for Contracted Operator staff.

- Include a single page listing of recent (past five (5) years) references for similar transit service projects for public-sector clients that include name and contact information, dates of service, and the types of service provided (commuter services, dispatching, demand response system, maintenance.)

- Provide a listing of subcontractors that includes company name, address, contact person, telephone number, references, and project function. Briefly describe the subcontractor's qualifications and experience as well as the primary Contractor's experience working with each subcontractor.

- Organizational Charts: Up to three (3) organization charts are required.

    - First chart shall be labeled "Primary Organization Chart" and include the primary Contractor's organization or structure.
    - The second required chart shall be labeled "Project Organization". This chart shall depict the organizational structure proposed for the 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 shall be labeled

"Subcontractor Organization". The Subcontractor Organization chart shall depict the primary Contractor's oversight of subcontractor personnel and detail staff names and titles. Resumes for key staff members shall be included in this section. Examples of key staff members are General Manager, Assistant Manager, Safety/Security & Training Manager, and Maintenance Manager, etc.

- Schedule: To facilitate a transition of service, 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 service that demonstrates both an understanding of the service project elements, person(s) responsible, and the steps necessary to ensure a successful transition.

- Include a separate schedule and plan document which details Contractor's plan for acquiring qualified drivers and demonstrates the Contractor has or will have the required number of qualified drivers in time for contract start up. The plan must also include procedures for driver recruitment and retention during the course of the contract.

Tab 3

Cost (weight factor = 35%)

- Proposed pricing shall demonstrate consideration for use of County - owned buildings, equipment, and services. Complete and attach the pricing matrix provided in this RFP document as Attachment 10.

Tab 4

Overall Completeness of Proposal (weight factor = 5%)

- Vendor Form
- W9 Form
- Tax Form/ Debt/Residence Certification
- Contractor Acknowledgement of Stormwater Management

- Current Proof of Insurance
- Certification Forms

31.0 AWARD:

The County will select the respondent whose proposal is the highest evaluated and responsible contractor for the County. Contractual commitments are contingent upon the availability of funds, as evidenced by the issuance of a purchase order. All contracts are subject to the approval of the County's legal counsel and Commissioners' Court, prior to execution. Once awarded, the contract will be the final expression of the agreement between the parties and may not be altered, changed, or amended except by mutual agreement, in writing.

32.0 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, 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, unless a particular award term or condition specifically indicates otherwise.

32.1. Access for Individuals with Disabilities (ADA Access).

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.

32.2 Access to Records and Reports.

The Contractor agrees to provide 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 the Agreement 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 comply and will require all subcontractors of any tier to comply with the record retention requirements in accordance with 2 C.F.R. 200.333. The Contractor agrees to retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, all books, records, accounts, statistics, leases, subcontracts, arrangements other third party arrangements of any type, reports, and supporting materials related to those records required under the Agreement for a period of not less than three years after the date of termination or expiration of the Agreement, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case Contractor agrees to maintain same until 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.

32.3 Breaches and Disputes.

Contractor shall place a clause related addressing breaches and disputes in all subcontracts for more than the small purchase threshold currently set at $50,000 by the County, to address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

32.4 Change Orders.

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 the Fort Bend County Public Transportation Director or their designee 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 County.

Within 14 calendar days after Contractor's receipt of the written change order request for modification of the Contract, Contractor shall submit to County 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 the time both parties shall execute a detailed Contract modification in writing. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the contract disputes clause.

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 County. 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.

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 County for the change in the scope.

32.5 Charter Bus.

The Contractor agrees to include the following clause in each contract or subcontract that may involve operating public transit services.

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.
(5) 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:

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

32.6 Civil Rights Requirements.

Nondiscrimination in Federal Public Transportation Programs - 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, religion, national origin, sex, sexual orientation, gender identity, age, status as a parent 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 Agreement:

Race, Color, Creed, National Origin, Sex
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, disability, age, sexual orientation, gender identity, or status as a parent. 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.

32.7 Clean Air.

The Contractor agrees to include the following clause in each contract or subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

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.

32.8 Clean Water.

The Contractor agrees to include the following clause in each contract or subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

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.

32.9 Disadvantaged Business Enterprise (DBE).

The Agreement 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 including 49 C.F.R. Part 26, Section 1101(b) of the FAST Act (23 U.S.C. § 101 note). The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. **A separate contract goal has not been established for this procurement.** Contractor will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs).

The Contractor, and each Third Party Subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26.

The Contractor and each Third Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S.FTA assisted subagreements, third party contracts, and third party subcontracts, as applicable.

Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 12.e(4)(b) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable which may result in the termination of the Agreement or such other remedy as 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 nonresponsible. Each subcontract the

Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 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 the 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 the Agreement is satisfactorily completed.

The Contractor must promptly notify County whenever a DBE subcontractor performing work related to the Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. 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 County.

32.10 Distracted 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.

32.11 Domestic Preferences for Procurements.

As appropriate and to the extent consistent with law, Contractor shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products procured with federal funds. For purposes of this clause, (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

32.12 Drug and Alcohol Testing.

The Contractor agrees to include the following clause in each contract or subcontract that may involve transit operations.

Contractor certifies that it is compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655. 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.

32.13 Duty to Report False Claims.

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. FTA Inspector General, in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the County is located.

32.14 Energy Conservation.

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. The State of Texas does not have an energy conservation plan.

32.15 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 LowIncome 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.

32.16 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.

32.17 Federal Tax Liability

Contractor certifies that they do not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

32.18 Force Majeure

Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, but not limited to, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. The Impacted Party shall give notice in writing within three (3) business days of the Force Majeure Event to the other party disclosing the estimated length of the delay and the cause of the delay. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of ten (10) days following Notice given by it, the other party may thereafter terminate this Agreement upon notice.

32.19 FTA Interest.

This clause does not flow down to subcontractors.

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."

32.20 Government-wide Debarment and Suspension.

The Contractor agrees to include this clause in each contract or subcontract that is at or exceeds $25,000.

The Contractor shall comply and facilitate compliance with U.S. FTA 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:

(1) Debarred from participation in any federally assisted Award;
(2) Suspended from participation in any federally assisted Award;
(3) Proposed for debarment from participation in any federally assisted Award;
(4) Declared ineligible to participate in any federally assisted Award;
(5) Voluntarily excluded from participation in any federally assisted Award; or
(6) 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 the County. If it is later determined by the County that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, 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."

32.21 Incorporation of FTA Terms.

The provisions in this Section include, in part, certain Standard Terms and Conditions required by FTA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FTA, 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 the Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests which would cause County to be in violation of the FTA terms and conditions.

32.22 Lobbying.

The Contractor agrees to include the following clause in each contract or subcontract for $100,000 or more.

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 County.

32.23 No Government Obligation to Third Parties.

County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to County, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the 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.

32.24 Notice to Third Party Participants.

Federal requirements that apply to the County or the Award, the accompanying Award Agreement or any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Award Agreement including any information incorporated by reference and made part of that Award Agreement will apply to the Contractor and any other Third-Party Agreements.

32.25 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.

32.26 Privacy Act.

The Contractor agrees to include the following clause in each contract or subcontract where the contractor or subcontractor maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the Agreement. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

32.27 Program Fraud and False or Fraudulent Statements 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 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 Agreement or the FTA assisted project for which the Agreement 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.

32.28 Prompt Payment.

Under this contract, the prime contractor agrees to pay each subcontractor for satisfactory performance of its contract within 30 days from the receipt of each payment the prime contractor receives from the County. The prime contractor further agrees to full payment of retainage to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-
DBE subcontracts.

32.29 Public Transportation Employee Protective Arrangements.

The Contractor agrees to include the following clause in each contract or subcontract involving transit operations performed by an employee of the Contractor.

The Contractor agrees to (1) 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 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 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 County for which work is performed on the 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 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 these requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

32.30 Resource Recovery.

This Contractor agrees to include the following clause in all contracts and subcontracts for procurements of $10,000 or more.

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.

32.31 Safe Operation of Motor Vehicles (Seat Belt).

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.

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 performing any work for this Agreement.

32.32 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 FTA 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.

32.33 Termination.

Contractor understands that all contracts in excess of $10,000, including subcontracts, must address termination for cause and for convenience by the Contractor including the manner by which it will be effected and the basis for settlement.

33.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

33.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.

33.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, 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.

34.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

35.0 PROTEST PROCEDURES:

To acquire Fort Bend County's protest procedures, please contact the buyer noted in the Solicitation or you may acquire Fort Bend County's protest procedures in Section 11 of the Guidelines for FTA-funded procurements document from the following link:

https://www.fortbendcountytx.gov/government/departments/purchasing-agent/fta-funded-procurements

36.0 WRITTEN STANDARDS OF CONDUCT:

You may acquire Fort Bend County's standards of conduct in Section 2 of the guidelines for FTA Funded procurement document from the following link:

https://fortbendcountytx.gov/sites/default/files/document-central/document-central/purchasing-documents/fta-funded-procurements/FTAFundedProdurementsManua.pdf

37.0 REQUIRED FORMS:

37.1 All respondents submitting are required to complete the attached and return with submission:

37.1.1 Vendor Form

37.1.2 W9 Form

37.1.3 Tax Form/Debt/Residence Certification

37.1.4 Contractor Acknowledgement of Stormwater Management Program

37.1.5 a.Buy America Certification Form

37.1.6 b.Certification of Restrictions on Lobbying

37.1.7 c.Discloser of Lobbying Activities

37.1.8 d.Certification Regarding Government-Wide Debarment and Suspension

37.1.9 e.Texas Department of Transportation Form PTN-130 Consolidated Certification

37.1.10 f.Subcontractor Participation

37.1.11 g.Intent to Perform as a DBE Contractor. DBE Subcontractor

37.2 Required before contract award:

37.2.1 Form 1295

37.2.2 Certificate of Insurance

37.3 Required after contract execution:

37.3.1 h.Contractor Payment Report, if applicable

37.3.2 i.Commercially Useful Function (CUF) Review form, if applicable

38.0 ATTACHMENTS:

ATTACHMENT 1 - County Travel Guidelines

ATTACHMENT 2 - Operations Data Form for Invoice Processing

ATTACHMENT 3 - Equipment and Furniture Inventory List

ATTACHMENT 4 - Fare Collection Form

ATTACHMENT 5 – Contractor Training Matrix

ATTACHMENT 6 - Fleet Inventory List

ATTACHMENT 7 - Fort Bend County Fuel Sites

ATTACHMENT 8 - Non-Compliance Adjustment Chart

ATTACHMENT 9 - Passenger Guidelines

ATTACHMENT 10 – Cost Matrix Pricing Form in Excel

ATTACHMENT 11 - Fort Bend County's Public Transportation Agency Safety Plan

ATTACHMENT 12 - Recognized County Holidays

ATTACHMENT 13 - Reporting Checklists for Transportation Services

ATTACHMENT 14 – Service Plan for Demand and Commuter Bus Services

ATTACHMENT 15 – Guidelines for Contracted Transportation Service Providers

ATTACHMENT 16 - Site Layout Fort Bend County Administration and Operations Facility

39.0 NAIC Codes:

The following NAIC codes are set for this project; however, they are not all inclusive. Fort Bend County utilizes the following website:

http://www.txdot.gov/business/partnerships/tucp.html

485111	Mixed Mode Transit Systems
485113	Bus and Other Motor Vehicle Transit Systems
485210	Interurban and Rural Bus Transportation
485410	School and Employee Bus Transportation
485999	All other Transit and Ground Passenger Transportation

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.

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 ☐ 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.)

Requester's name and address (optional)

6 City, state, and ZIP code

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

		–							

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** ▶	**Date** ▶

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

If 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

To 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*
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.

Job No.: _____

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): _____

Company Name submitting Bid/Proposal: _____

Mailing Address: _____

Are you registered to do business in the State of Texas? Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

_____

_____

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*	Property address or location**
_____	_____
_____	_____
_____	_____
_____	_____

** This is the property account identification number assigned by the Fort Bend County Appraisal District.*

*** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.*

II. **Fort Bend County Debt -** Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes No If yes, attach a separate page explaining the debt.

III. **Residence Certification -** Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident Bidder of Texas as defined in Government Code
[Company Name]
§2252.001.

I certify that _____ is a Nonresident Bidder as defined in Government Code
[Company Name]
§2252.001 and our principal place of business is _____.
[City and State]

Mandatory Form

Contractor Acknowledgement of Storm Water 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:

_____

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

_____ _____

Contractor Signature Date

_____

Printed Name

_____

Title

BUY AMERICA CERTIFICATION

Instructions:

Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

Certification requirement for procurement of steel, iron, manufactured products, or construction materials (required for contracts over $150,000).

The contractor agrees to comply with 49 U.S.C. 5323(j), 49 C.F.R. part 661, and Public Law 117-58, div G 70914(a) which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11. The Contractor also agrees to comply with the BABA (Public Law 117-58, div. G § 70914(a)) regulations that requires that construction materials used in infrastructure projects are also produced in the United States.

Certificate of Compliance with 49 U.S.C. 5323(j)(1) and BABA (Public Law 117-58, div. G § 70914(a))

The bidder or offeror hereby certifies that it **will meet** the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661, 2 CFR § 200.322, BABA (Public Law 117-58, div. G § 70914(a)), and any amendments thereto.

Signature _____

Company Name _____

Name and Title _____

Date _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1) and BABA (Public Law 117-58, div. G § 70914(a))

The bidder or offeror hereby certifies that it **cannot comply** with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), 49 C.F.R. 661.7, and BABA (Public Law 117-58, div. G § 70914(a)).

Signature _____

Company Name _____

Name and Title _____

Date _____

Special Note: Make sure you have signed only one of the above statements -- either Compliance OR Non-Compliance (not both).

CERTIFICATION
OF
RESTRICTIONS ON LOBBYING

(Required for contracts over $100,000)

I, [illegible] here by certify on behalf of
[illegible] Title
the [illegible]
[illegible] Contractor

(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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member 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, included in the preparation of this certification. Submission of this certification is required for the CAR Part [illegible]

(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 recipients 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 providing Federal assistance for a transaction covered by 31 U.S.C. CAR Part [illegible] Any person who fails to file the required certification shall be subject to a civil penalty of not less than [illegible] and not more than [illegible] for each such failure.

Executed this [illegible] day of [illegible]

Signed [illegible]

Printed Name [illegible]

Contractor Name [illegible]

Required 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 following page 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: _____** **Title: _____** **Telephone No.: _____ Date: _____**	
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.

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

CERTIFICATION REGARDING GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 2 CFR Part 180 as supplemented by 2 CFR Part 3000. As such the bidder or offeror is required to certify that none of the contractor, its principals as defined at 2 CFR 180.995 or affiliates as defined at 2 CFR 180.905 are excluded or disqualified as defined at 2 CFR 180.940 and 180.935.

The bidder or offeror is required to comply with 2 CFR Subpart C and must include the requirement to comply with 2 CFR Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal the bidder or offeror 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 offeror 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 offeror agrees to comply with the requirements of 2 CFR Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DATE _____

SIGNATURE _____

COMPANY _____

NAME _____

TITLE _____

Consolidated Certification Form

This form is to assist subrecipients with managing the federal and state clauses related to the procurement they're interested in completing. This document complies with all pertinent federal and state regulations for each procurement type.

To begin, select the procurement's funding source. If TxDOT is the pass-through entity (Direct Recipient), both Federal and State must be checked.

☒ Federal and State ☐ State Only

Federal Clauses – Procurement Types Summary:

All FTA-Assisted Third-Party Contracts and Subcontracts

1. No Federal Government Obligations to Third Parties
2. Access to Third Party Contract Records
3. Changes to Federal Requirements
4. Civil Rights (EEO, Title VI & ADA)
5. Incorporation of FTA Terms
6. Energy Conservation
7. Veterans Preference
8. False or Fraudulent Statements or Claims
9. Disadvantaged Business Enterprises (DBE)
10. Fly America
11. ADA Access
12. Special Notification Requirements for States

Award Exceeding $10,000

13. Terminating the Contract

Award Exceeding $25,000

14. Debarment and Suspension

☐ **Award Exceeding $50,000**

15. Contracting with the Enemy

☐ **Award Exceeding $100,000**

16. Resolution of Disputes, Breaches, or Other Litigation
17. Lobbying Restrictions

☒ **Award Exceeding $150,000**

18. Environmental Protection (Clean Air and Water Pollution Control)

All FTA-ASSISTED THIRD-PARTY CONTRACTS AND SUBCONTRACTS

1. No Federal Government Commitment or Liability to Third Parties

Except as the Federal Government expressly consents in writing, the Recipient agrees that:

A. The Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third-Party Participant at any tier, or to any other person or entity that is not a party (FTA or the Recipient) to the Underlying Agreement; and

B. Notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third-Party Agreement at any tier that may affect the Underlying Agreement, the Federal Government does not and shall not have any commitment or liability to any Third-Party Participant or other entity or person that is not a party (FTA or the Recipient) to the Underlying Agreement.

2. Access to Third-Party Contract Records

The Recipient agrees to require, and assures that each of its Subrecipients will require, its Third-Party Contractors at each tier to provide:

A. The U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all Third-Party Contract records (at any tier) as required under 49 U.S.C. § 5325(g); and

B. Sufficient access to all Third-Party Contract records (at any tier) as needed for compliance with applicable federal laws, regulations, and requirements or to assure.

3. Changes to Federal Requirements

The Recipient agrees to include notice in each Third-Party Agreement that:

A. Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

B. Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

4. Civil Rights

The following Federal Civil Rights laws and regulations apply to all contracts.

A. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to: a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity. b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

B. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

C. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

D. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

E. Equal Opportunity: The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

I. Nondiscrimination. In accordance with 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, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

II. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

III. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, 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.

IV. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. §5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

V. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

5. Incorporation of Federal Transit Administration (FTA) Terms

The provisions within 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 the current FTA Circular 4220 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 Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

6. Energy Conservation

The Recipient agrees to, and assures that its Subrecipients will, comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform

an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

7. Veterans Preference

As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

A. Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a Third-Party Contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and

B. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

8. False or Fraudulent Statements or Claims

A. Civil Fraud. The Recipient acknowledges and agrees that:

I. Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including 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.

II. By executing the Underlying Agreement, the Recipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Recipient provides to the Federal Government.

III. The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient presents, submits, or makes available any false, fictitious, or fraudulent information.

B. Criminal Fraud. The Recipient acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

9. Disadvantaged Business Enterprises

The recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The contractor, subrecipient or subcontractor 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 C.F.R. part 26 in the award and administration of DOT-assisted contracts. 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 the recipient deems appropriate, which may include, but is not limited to:

A. Withholding monthly progress payments;

B. Assessing sanctions;

C. Liquidated damages; and/or

D. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. §26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written

consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

10. Fly America

The recipient agrees to comply with the air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 – 301-10.143.

11. ADA Access

The Recipient agrees to comply with the following federal prohibitions against discrimination based on disability:

A. Federal laws, including:

I. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities;

II. 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:

a. For FTA Recipients generally, Titles I, II, and III of the ADA apply; but

b. For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer;"

III. 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;

IV. Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and

V. Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.

B. Federal regulations and guidance, including:

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

II. U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27;

III. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and 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;

IV. U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39;

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

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

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

VIII. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, subpart F;

IX. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194;

X. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609;

XI. FTA Circular 4710.1, "Americans with Disabilities Act: Guidance;" and

XII. Other applicable federal civil rights and nondiscrimination regulations and guidance.

12. Special Notification Requirements for States

A. Types of Information. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

I. The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;

II. The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and

III. The amount of federal assistance FTA has provided for a State Program or Project.

B. Documents. The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

Awards Exceeding $10,000

13. Termination

All contracts in excess of $10,000 must address termination for cause by the non-federal entity including the manner by which it will be effected and the basis for settlement.

Awards Exceeding $25,000

14. Debarment and Suspension

The Recipient agrees to the following:

A. It will comply with the following requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200.

B. It will not enter into any "covered transaction" (as that phrase is defined at 2 C.F.R. §§ 180.220 and 1200.220) with any Third-Party Participant that is, or whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by—

I. U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200;

II. U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180; and

III. Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended Recipients or Third-Party Participants.

C. It will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 C.F.R. part 1200.

D. It will ensure that its Third-Party Agreements contain provisions necessary to flow down these suspension and debarment provisions to all lower tier covered transactions.

E. If the Recipient suspends, debars, or takes any similar action against a Third-Party Participant or individual, the Recipient will provide immediate written notice to the:

I. FTA Regional Counsel for the Region in which the Recipient is located or implements the Underlying Agreement;

II. FTA Headquarters Manager that administers the Grant or Cooperative Agreement; or

III. FTA Chief Counsel.

Awards Exceeding $50,000

15. Never Contract with the Enemy

The Recipient agrees to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

Awards Exceeding $100,000

16. Resolution of Disputes, Breaches, or Other Litigation

A. FTA Interest

FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto 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; Flow Down Requirement

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its sub-agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

I. 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.

II. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

III. Additional Notice to U.S. DOT Inspector General. The Recipient 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 Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

C. Federal Interest in Recovery

The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.

D. Enforcement

The Recipient must pursue its legal rights and remedies available under any Third-Party Agreement or any federal, state, or local law or regulation.

E. Agency Process

*Vendors may view the dispute resolution process here:

https://www.fortbendcountytx.gov/government/departments/public-transportation/fta-funded-procurements

17. Lobbying Restrictions.

The Recipient agrees that neither it nor any Third-Party Participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, according to the following:

A. Laws, Regulations, Requirements, and Guidance. This includes:

I. The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended;

II. U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended; and

III. Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature; and

B. Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient's or Subrecipient's proper official channels.

C. Political Activity. The Recipient agrees to comply with:

I. The Hatch Act, 5 U.S.C. chapter 15, which limits the political activities of state and local government agencies supported in whole or in part with federal assistance, including the political activities of state and local government officers and employees whose principal governmental employment activities are supported in whole or in part with federal assistance;

II. U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 C.F.R. part 151; and

III. 49 U.S.C. § 5323(l)(2) and 23 U.S.C. § 142(g), which limits the applicability of the Hatch Act, as follows:

a. The Hatch Act does not apply to nonsupervisory employees of a public transportation system, or any other agency or entity performing related functions, based upon the Award of federal assistance under 49 U.S.C. chapter 53 or 23 U.S.C. § 142(a)(2); but

b. Notwithstanding the preceding section 4(e)(3)(ii) of this Master Agreement, the Hatch Act does apply to a nonsupervisory employee if imposed for a reason other than the Award of federal assistance to its employer under 49 U.S.C. chapter 53 or 23 U.S.C. § 142(a)(2).

D. Lobbying and Disclosure Certification

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 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Company	Printed Name of Person Completing Form
Date	Signature

Awards Exceeding $150,000

18. Environmental Protection (Clean Air and Clean Water)

The Recipient agrees to comply with the regulations within the Clean Air Act (42 U.S.C. §§ 7401 - 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 - 1388), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 - 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 - 1388). Violations must be reported to the 64 Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

State of Texas Procurement Contract Clauses

State of Texas - Procurement Types Summary:

All Texas-Assisted Third-Party Contracts and Subcontracts

1. Debarment
2. Family Code Child Support Obligation Certification
3. Debts and Delinquencies Affirmations
4. Disaster Recovery Plan
5. Disclosure of Prior State Employment
6. Entities that Boycott Israel
7. Federal Executive Order 13224 Excluded Parties
8. False Statements
9. Financial Participation Prohibited Affirmation
10. Foreign Terrorist Organizations
11. Disaster Relief Contract Violation
12. Public Information Act
13. Signature Authority
14. State Auditor's Right to Audit
15. Suspension and Debarment
16. Assignment
17. Contracting Information Responsibilities
18. Human Trafficking Prohibition

1. 34 TAC §20.585 Debarment

The Recipient agrees that The State of Texas, in order to protect the interests of the state may:

A. Conduct an investigation upon a complaint regarding a contractor's acts and omissions in procurement or performance of that contract where the complaint may constitute cause for debarment;

B. Cancel one or more of the contractor's active or pending contracts upon a complaint regarding the contractor's acts and omissions in procurement or performance of that contract where the complaint may constitute cause for debarment;

C. Assess actual damages and costs incurred due to contractor's failure to perform as specified in the contract;

D. Debar a contractor for a specified period of time; and

E. Take any other action authorized by law.

2. §231.006 Family Code Child Support Obligation Certification

Under Section 231.006(d) of the Texas Family Code, the Sub-recipient certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified GRANT and acknowledges that this Agreement may be terminated and payment or grant funds may be withheld if this certification is inaccurate.

3. §2252.903 Gov't Code Debts and Delinquencies Affirmations

Sub-recipient agrees that any payments due it under the Agreement shall be applied toward any debt or delinquency that is

owed to the State of Texas.

4. §444.190 Gov't Code Disaster Recovery Plan

In accordance with 13 TAC (Texas Administrative Code) §6.94(a)(9), Sub-recipient shall provide descriptions of its business continuity and disaster recovery plans

5. §2254.033 Gov't Code Disclosure of Prior State Employment

In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, RESPONDENT certifies that it does not employ an individual who has been employed by TxDOT or another agency at any time during the two years preceding the submission of the Response or, in the alternative, RESPONDENT has disclosed in its Response the following:

A. The nature of the previous employment with TxDOT or the other agency;

B. The date the employment was terminated; and

C. The annual rate of compensation for the employment at the time of its termination.

6. §2271.001 Gov't Code Entities that Boycott Israel

Pursuant to Section 2271.001 of the Texas Government Code, Sub-recipient certifies that either:

A. It meets an exception criterion under Section 2271.002, or

B. It does not boycott Israel and will not boycott Israel during the term of this Agreement.Sub-recipient shall in a writing to TxDOT state any fact(s) that make it exempt from the boycott certification.

7. Federal Executive Order 13224 Excluded Parties

Sub-recipient certifies that it is not listed on the prohibited vendors list authorized by Executive Order 13224, Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

8. §2155.077(a)(2) Gov't Code False Statements

Sub-recipient represents and warrants that all statements and information prepared and submitted in this document are current, complete, true and accurate. Submitting a false statement or material misrepresentation made during the performance of a contract is a material breach of contract and may void this agreement.

9. §2155.004 Gov't Code Financial Participation Prohibited Affirmation

Under Section 2155.004(b) of the Texas Government Code, Sub-recipient certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified agreement/GRANT and acknowledges that this agreement may be terminated, and payment withheld if this certification is inaccurate.

10. §2252.152 Gov't Code Foreign Terrorist Organizations

Sub-recipient represents and warrants that is not engaged in business with Iran, Sudan, or a foreign terrorist organization as prohibited by Section 2252.152 of the Texas Government Code.

11. §2155.006 and 2261.053 Gov't Code Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Sub-recipient certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified agreement/GRANT and acknowledges that this agreement may be terminated and payment withheld if this certification is inaccurate.

12. Chapter 552, Gov't Code and §2252.907 Gov't Code Public Information Act

Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, the Sub-recipient is required to make any information created or exchanged with the State pursuant to the Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

13. §2252.0012 Gov't Code Signature Authority

The Sub-recipient represents and warrants that the individual executing this Agreement is authorized to sign this Agreement on behalf of the Sub-recipient and to bind the Sub-recipient.

14. §2262.154 Gov't Code State Auditor's Right to Audit

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

15. §2155.077 Gov't Code Suspension and Debarment

Sub-recipient certifies that it and its principals are not suspended of debarred from doing business with the State of Texas or federal government as listed on the State of Texas Debarred Vendor List as maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

16. §2262.056 (b) Gov't Code Assignment

Sub-recipient shall not assign its rights under the Agreement or delegate the performance of its duties under the Agreement without prior written approval from the TxDOT. Any attempted assignment in violation of this provision is void and without effect.

17. §552.372 Gov't Code Contracting Information Responsibilities

In accordance with Section 552.372 of the Texas Government Code, Sub-recipient agrees to:

A. preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to TxDOT for the duration of the Agreement,

B. promptly provide to TxDOT any contracting information related to the Agreement that is in the custody or possession of the Sub-recipient on request of TxDOT, and

C. on termination or expiration of the contract, either provide at no cost to TxDOT all contracting information related to the Agreement that is in the custody or possession of the Sub-recipient or preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TxDOT. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Agreement and the Sub-recipient agrees that the Agreement can be terminated if the Sub-recipient knowingly or intentionally fails to comply with a requirement of that subchapter.

18. §2155.0061 Gov't Code Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, the Sub-recipient certifies that the individual or business entity named in the Agreement is not ineligible to receive the specified Agreement/GRANT and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

Certification to Purchaser

1. 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.
2. 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:

Address:

Telephone:

SS# or Tax ID#:

Printed Name of Person Completing Form:

Signature

Date:

Description of Commodity Service:

Disadvantaged Business Enterprise Information

Type of Organization (check the application type of organization)

☐ Sole Proprietorship ☐ General Proprietorship ☐ Corporation ☐ Limited Partnership ☐ Limited Proprietorship

Is your firm a DBE? ☐ Yes ☐ No

If yes, what type?

Third Party Procurement Contract Provisions

Third Party Procurement Contracting Provisions

Select the additional third-party procurement contracting provisions based on the type of solicitation you're procuring:

**Procurements cannot be combined. Example: Construction procurement and Rolling Stock procurement, use separate PTN 130s for each.*

☐ 1. **Construction Related Clauses**
- ☐ Federal and State
- ☐ State Clauses

☐ 2. **Rolling Stock Related Clauses**
- ☐ Federal and State
- ☐ State Clauses

☐ 3. **Professional Services / Architectural Engineering**
- ☐ Federal and State
- ☐ State Clauses

☐ 4. **Materials & Supplies Related Clauses**
- ☐ Federal and State
- ☐ State Clauses

☒ 5. **Operations / Management Related Clauses**
- ☒ Federal and State
- ☐ State Clauses

5a. Operations / Management Related Clauses

A. Recycled Products

B. Transit Employee Protective Arrangement

C. Charter Services Operations

D. School Bus Operations

E. Drug Use and Testing

F. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

☒ **Awards Exceeding $100,000**

G. Contract work Hours and Safety Standards Act

A. Recycled Products

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

B. Transit Employee Protective Arrangement

As a condition of award of federal assistance appropriated or made available for FTA programs involving public transportation operations, the Recipient agrees to comply and assures that each Third-Party Participant will comply with the following employee protective arrangements of 49 U.S.C. § 5333(b): (1) U.S. DOL Certification. When its Award, the accompanying Underlying Agreement, or any Amendments thereto involve public transportation operations and are supported with federal assistance appropriated or made available for 49 U.S.C. §§ 5307 – 5312, 5316, 5318, 5323(a)(1), 5323(b), 5323(d), 5328, 5337, 5338(b), or 5339, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a certification of employee protective arrangements before FTA may provide federal assistance for that Award. The Recipient agrees that the certification issued by U.S. DOL is a condition of the Underlying Agreement and that the Recipient must comply with its terms and conditions. (2) Special Warranty. When its Underlying Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The Recipient agrees that its U.S. DOL Special Warranty is a condition of the Underlying Agreement and the Recipient must comply with its terms and conditions. (3) Special Arrangements for Underlying Agreements for Federal Assistance Authorized under 49 U.S.C. § 5310. The Recipient agrees, and assures that any Third-Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not "necessary or appropriate" to apply the conditions of 49 U.S.C. § 5333(b) to any Subrecipient participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate.

C. Charter Services Operations

The contractor agrees to comply with FTA's Charter Service Regulations (49 CFR Part 604), which implement 49 U.S.C. 5323(d), protect private charter operators from unauthorized competition from FTA grant recipients.

D. School Bus Operations

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under: 1. Federal transit laws, specifically 49 U.S.C. § 5323(f); 2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605; 3. Any other Federal School Bus regulations; or 4. Federal guidance, except as FTA determines otherwise in writing. If Contractor violates this School Bus Agreement, FTA may: 1. Bar the Contractor from receiving Federal assistance for public transportation; or 2. Require the contractor to take such remedial measures as FTA considers appropriate. When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities. The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation

services.

E. Drug Use and Alcohol Program

The contractor agrees to comply with a drug and alcohol program that has a third party contractor(s) who perform safety-sensitive functions must comply with FTA's substance abuse management program under 49 C.F.R. part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations." Under 49 C.F.R. § 655.4, Safety-sensitive function means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors: 1. Operating a revenue service vehicle, including when not in revenue service; 2. Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License; 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. This section does not apply to the following: an employer who receives funding under 49 U.S.C. § 5307 or § 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. § 5311 and contracts out such services; 5. Carrying a firearm for security purposes. Additionally, third party contractors providing testing services involving the performance of safety sensitive activities must also comply with 49 C.F.R. part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs."

F. Prohibition on certain telecommunications and video surveillance services or equipment.

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

I. Procure or obtain;

II. Extend or renew a contract to procure or obtain; or

III. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

Awards Exceeding $100,000

G. Contract work Hours and Safety Standards Act

All contracts awarded by the non-federal entity in excess of $100,000 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). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. 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.

Transit Operations / Management Project Certification

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 FTA's current fiscal year Certifications and Assurances (for fiscal year _____), and shall download the at:

https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances.

Name of Company	Printed Name of Person Completing Form
Date	Signature

5b. State Required Clauses: Operations / Management

A. Dispute Resolution

A. §2260.004 Gov't Code Dispute Resolution

The Recipient agrees to the dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute under this Agreement.

Transit Operations / Management Project Certification

The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with State of Texas funds.

Name of Company	Printed Name of Person Completing Form
Date	Signature

Fort Bend County Public Transportation (FBCPT)
Subcontractor/Subvendor Participation

Instructions: The Offeror/Prime Contractor shall complete this form by providing the following required information: Company name and contact information of **all** subcontractors/subvendors proposed on this project, Status as a DBE or Non-DBE, Estimated $ or % amount of Total Prime Contract, and Description of work to be performed/product to be provided. The subcontractors/subvendors listed on this form as DBEs must be currently certified under the Texas Unified Certification Program (TUCP) as a DBE (or will be at the time this solicitation is due). Additionally, for each DBE subcontractor/subvendor listed on this form, the Offeror/Prime Contractor must complete the Intent to Perform as a DBE Contractor or DBE Subcontractor/Subvendor Form agreeing to the information.

Name of Offeror/Prime Contractor: _____

Project Name: _____

IFB/RFP/RFQ Number: _____

1	**Name of Subcontractor/Subvendor**	**Phone Number**	**Address**	**$/% Amt of Total Prime Contract**
	Contact Person's Name	**Email Address**	**Work to be performed/product to be provided**	**DBE or Non-DBE**
2	**Name of Subcontractor/Subvendor**	**Phone Number**	**Address**	**$/% Amt of Total Prime Contract**
	Contact Person's Name	**Email Address**	**Work to be performed/product to be provided**	**DBE or Non-DBE**
3	**Name of Subcontractor/Subvendor**	**Phone Number**	**Address**	**$/% Amt of Total Prime Contract**
	Contact Person's Name	**Email Address**	**Work to be performed/product to be provided**	**DBE or Non-DBE**

Upon execution of a contract with FBCPT, the undersigned **will enter into a formal agreement** with the DBE subcontractors/subvendors for work listed in this schedule and submit the agreement to FBCPT within 60 days of execution or before the subcontractor(s) performs work, whichever comes first. The undersigned agrees to the terms of this schedule by signing below and submitting the Intent to Perform as a DBE Contractor form (as completed by the DBE subcontractors/subvendors). If you are a DBE Offeror/Prime Contractor, you also certify that no more than 70% of the work for this project will be subcontracted.

_____ _____ _____

Printed Name of Authorized Representative of Offeror/Prime Contractor | Signature | Date Signed

Fort Bend County Public Transportation
Subcontractor/Subvendor Participation

Continuation of Page 1 -- For Use if Necessary

5	Name of Subcontractor/Subvendor	Phone Number	Address	$/% Amt of Total Prime Contract
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE
6	Name of Subcontractor/Subvendor	Phone Number	Address	$/% Amt of Total Prime Contract
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE
7	Name of Subcontractor/Subvendor	Phone Number	Address	$/% Amt of Total Prime Contract
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE
8	Name of Subcontractor/Subvendor	Phone Number	Address	$/% Amt of Total Prime Contract
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE
9	Name of Subcontractor/Subvendor	Phone Number	Address	$/% Amt of Total Prime Contract
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE
10	Name of Subcontractor/Subvendor	Phone Number	Address	$/% Amt of Total Prime Contract
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE

Required Form g.

Fort Bend County Public Transportation

INTENT TO PERFORM AS A DBE CONTRACTOR OR DBE SUBCONTRACTOR/SUBVENDOR

A separate form should be completed for each DBE firm. (Offeror/Prime Contractor and/or Subcontractor/Subvendor)

Name of **Offeror/Prime Contractor**: _____

Name of Subcontractor/Subvendor: *(if applicable)* _____

Project Name: _____

IFB/RFP/RFQ Number: _____

1. The **DBE Offeror/Prime Contractor or DBE Subcontractor/Subvendor** *(whichever is applicable)* named above must be currently certified under the Texas Unified Certification Program (TUCP) as a DBE (or will be certified at the time this solicitation is due), and asserts that said qualification is met with the ethnic code: _____.

Ethnic Codes:			
A) Black American Male	B) Black American Female	C) Hispanic American Male	D) Hispanic American Female
E) Native American Male	F) Native American Female	G) Asian Pacific American Male	H) Asian Pacific American Female
I) SubContinent Asian American Male	J) SubContinent Asian American Female	K) Non Minority Female	

2. The **DBE Offeror/Prime Contractor or DBE Subcontractor/Subvendor** *(whichever is applicable)* named above is prepared to perform the following described work with their own workforce and/or supply the material listed in connection with the above project.

_____

This work will be performed at the following price $ _____ (and/or _____ % of the total prime contract amount).

(If this form is being completed relative to a Subcontractor/Subvendor, note that this amount should be the same $/% amount that is completed on the Subcontractor/Subvendor Participation Form.)

_____ _____ _____

Printed Name of Offeror/Prime Contractor Authorized Representative | Signature of Authorized Representative | Date Signed

---

Name of Firm that is DBE Certified (if different from Offeror/Prime Contractor): _____

(Subcontractor/Subvendor)

_____ _____ _____

Printed Name of Authorized Representative | Signature of Authorized Representative | Date Signed

Required Form h.

CONTRACTOR PAYMENT REPORT

Fort Bend County
Public Transportation
3737 Bamore Rd.
Rosenberg, TX 77471
Phone 281-633-7433
Fax 832-471-1843

1. Contract Number	2. Invoice Number
3. Reporting Period & Invoice Date	4. Invoice Amount $

Please Return Completed Form with Invoice to:
Amber.Jefferson@fortbendcountytx.gov

All prime contractors are required to complete and submit this report as specified in the contract, or as requested, until final payment of the contract. Failure to comply with Fort Bend County's Disadvantaged Business Enterprise (DBE) provisions may result in delayed payment by Fort Bend County Public Transportation in accordance with the procedures set forth in Fort Bend County's DBE Program. **This report must be submitted with each invoice.** Instructions for completing this report can be found on the following page.

5. Contractor's Name	6. Contact Person	7. Address	8. Phone Number
9. Date of Contract Award	**10.Scheduled Date of Completion**	**11. Original Contract Amount**	**12. Amended Contract Amount**
		$	$
13. Total Amount Received to Date	**14. Remaining Amount Owed**	**15. Committed DBE %**	**16. % Actual DBE Participation to Date**
$	$		

17. Name of each Subcontractor that this Invoice applies to	18. DBE or Non-DBE	19. Description of Work	20. Invoice Number	21. Invoice Date	22. $ Amount of Invoice	23. Subcontract Dollars $	24. $ Amount Paid to Date	25. % Paid to Date

By completing this form, the contractor acknowledges Fort Bend County's prompt payment policy which requires the contractor to pay all subcontractors within 30 days of receiving payment from Fort Bend County.

Authorized Signature	Date	Printed Name and Title

FORT BEND COUNTY PUBLIC TRANSPORTATION
INSTRUCTIONS FOR COMPLETING THE CONTRACTOR PAYMENT REPORT

The Contractor Payment Report is to be filled out by the contractor and submitted with each invoice that the contractor submits to Fort Bend County Public Transportation. Please follow the instructions below, which correspond to each item on the report.

1. **Contract Number**
   Fill in the Contract # assigned to your project by Fort Bend County.
2. **Invoice Number**
   Fill in the Invoice Number that corresponds with this report.
3. **Reporting Period & Invoice Date**
   Fill in the period of time your invoice covers (period of time for which you are invoicing), and the Invoice Date.
4. **Invoice Amount**
   Fill in the amount of the Invoice.
5. **Contractor's Name**
   Fill in your company's name.
6. **Contact Person**
   Fill in the first and last name of the person completing the report.
7. **Address**
   Fill in your company's address.
8. **Phone Number**
   Fill in your company's phone number.
9. **Date of Contract Award**
   Fill in the date the contract was executed by Fort Bend County.
10. **Scheduled Date of Completion**
    Fill in the scheduled completion date of the contract as written.
11. **Original Contract Amount**
    Fill in the dollar amount of the original contract agreed upon by your Company and Fort Bend County.
12. **Amended Contract Amount (if applicable)**
    Calculate: Dollar amount of the original contract plus/minus the dollar amount agreed upon for contract modifications (if applicable). Fill in the amended amount.
13. **Total Amount Received to Date**
    Fill in the dollar amount you have received to date from Fort Bend County.
14. **Remaining Amount Owed**
    Calculate: Dollar amount of the contract minus the amount paid to you to date by Fort Bend County. Enter the dollar amount.
15. **Committed DBE %**
    Enter the percentage of DBE participation you committed to obtain in the contract.
16. **% Actual DBE Participation to date**
    Calculate: Total combined dollar amount paid to the DBEs divided by the dollar amount received from Fort Bend County to date. Enter the percentage.
17. **Name of Each Subcontractor That This Invoice Applies To**
    List the name of each subcontractor that submitted an invoice to you in this period. (Ref #3) (Use additional sheets if necessary.)
18. **DBE or Non-DBE**
    Fill in accordingly.
19. **Description of Work**
    Brief description of the work performed by the subcontractor
20. **Invoice Number**
    Fill in the number of the invoice submitted to you by the subcontractor in this period.
21. **Invoice Date**
    Fill in the date of the invoice submitted to you by the subcontractor in this period.
22. **$ Amount of Invoice**
    Enter the amount of the invoice submitted to you by the subcontractor in this period.
23. **Subcontract Dollars $**
    Enter the total committed dollar amount to the subcontractor.
24. **$ Amount Paid to Date**
    Enter the total amount you have paid the subcontractor to date.
25. **% Paid to Date**
    Calculate: Dollar amount paid to the subcontractor to date divided by the amount committed to them. (Item 23 divided by Item 22). Enter the percentage.

17. Name of each Subcontractor that this Invoice applies to	18. DBE or Non-DBE	19. Description of Work	20. Invoice Number	21. Invoice Date	22. $ Amount of Invoice	23. Subcontract Dollars $	24. $ Amount Paid to Date	25. % Paid to Date

Commercially Useful Function (CUF) Review

Per 49 CFR 26.55(c) "A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved… A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation…" This form is for the purpose of reviewing DBEs for compliance with the CUF requirements for credit.

INSTRUCTIONS:

- CUF review must be performed a minimum of one time during the contract period for each DBE.
- CUF must be completed within 30 days of the DBE starting the work.
- Submission form must have signature and date of the compliance review.

Project ID: _____	Reviewer: _____
County: _____	Reviewer's Title: _____
Subrecipient: _____	Review Date: _____
Name of DBE: _____	Date DBE started work: _____

DBE is performing as: ☐ Prime Contractor ☐ Subcontractor ☐ Other Tier Subcontractor
Material Supplier: ☐ Manufacturer ☐ Regular Dealer ☐ Broker

Provide a brief description of the DBE's scope of work. (Obtain a copy of the Subcontractor Agreement and/or Purchase Order if needed.)

COMMENSURATE	**Yes**	**No**
Is the payment received by the DBE commensurate with the work being performed?	☐	☐
PERFORMING	**Yes**	**No**
Does the DBE have employees on the job to perform the work?	☐	☐
Do the DBE employees exclusively work for the DBE?	☐	☐
Is the DBE working without assistance from the prime contractor or another subcontractor? (Use of prime's equipment in an emergency is allowed but the cost associated with the use of the equipment cannot be credited towards the goal.)	☐	☐
Is the DBE only using equipment it owns, rents, or leases?	☐	☐
Is the DBE performing at least 30% of their work?	☐	☐
HAULING **N/A** ☐	**Yes**	**No**
Does the DBE hauling firm own or lease their trucks? (If yes, obtain verification of ownership or lease documents in the name of the DBE)	☐	☐
Does the DBE employ drivers for trucks owned by the company? (If leased trucks include operators, this should be indicated in the agreement)	☐	☐
Does a review of the haul tickets associated with the project indicate that hauling is being performed by the DBE?	☐	☐
MATERIALS	**Yes**	**No**
Does the DBE's name appear on all invoices, haul tickets, and/or bills of lading?	☐	☐

SUPERVISING	Yes	No
Is the DBE supervising its employees and their work?	☐	☐
Is the supervisor an employee of the DBE?	☐	☐
Description of supporting documentation that was reviewed (invoices, lease documents, payrolls, etc.)		

CUF	Yes	No
Does the DBE appear to be performing a Commercially Useful Function (CUF)?	☐	☐
If no, provide comments:		

Additional Comments:

_____ _____

Reviewer's Signature: Date:

CUF DETERMINANTS

PERFORMING

- DBE must be responsible for performing its own work on the project
- At least 30% of the work must be performed by the DBE with its own workforce
- The DBE keeps a regular workforce and has its own employees
- The DBE is utilizing its own equipment

RED FLAGS

- A portion of the DBE's work is being done by the Prime Contractor or jointly with another contractor
- Employee working for both the Prime and the DBE
- Equipment used by DBE belongs to the Prime Contractor or another contractor with no formal lease agreement
- Equipment signs and markings cover another contractor's identity

Records/Documents

- Subcontractor Agreement or Purchase Order
- Equipment ownership, rental, or lease documents
- Certified payrolls

MATERIALS (For Material Credit)

- DBE is responsible for delivery of the materials
- DBE is ordering the material and invoices indicate that DBE is the customer
- Material invoices indicate that DBE owner of Superintendent is the contact person

RED FLAGS

- Materials for DBE credited work are delivered by the Prime Contractor
- Materials are ordered, billed to, and/or paid by the Prime Contractor
- Invoices do not indicate that DBE is the customer
- Prime's employee is listed as the contact person on invoices
- Materials from Prime's stockpiles

Records/Documents

- Invoices
- Haul Tickets or Bills of Lading
- Material on Hand documentation
- Joint check agreement
- Cancelled Checks

SUPERVISING

- DBE supervisor is a full time employee for the DBE
- Employees are being supervised by the DBE Supervisor
- DBE is scheduling work operations

Red Flags

- DBE's employees are being supervised by Prime Contractor or another contractor
- DBE provides little or no supervision of work
- DBE supervisor is not a full-time employee of the DBE

Records/Documents

- Certified Payrolls
- Document communication with DBE owner or Superintendent

Fort Bend County Travel Policy

Approved in Commissioners' Court on November 3, 2009
Effective November 4, 2009
Revised September 7, 2010
Revised June 2, 2015, Effective August 1, 2015
Revised July 28, 2015, Effective August 1, 2015
Revised July 26, 2016, Effective August 1, 2016
Revised December 12, 2017, Effective January 1, 2018

The Commissioners' Court allocates funds annually for the payment of travel expenditures for county employees and officials within the individual departmental budgets. Travel expenditures paid from these budgets must serve a public purpose for Fort Bend County. These expenditures may be paid directly to the vendor or provided as a reimbursement to the employee/official upon completion of their travel. Advance payments to vendors may be accommodated by issuance of a check or use of a County procurement card. Eligible expenditure categories under this policy include: Lodging, meals, transportation, registration fees, and other fees (with justification). Each category is further defined below.

CONTRACT RATES:

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This program is also known as TPASS (Texas Procurement and Support Services) State Travel Management Program (STMP). This gives County employees and officials access to the contract rates negotiated by the State for hotels and rental cars. Procurement procedures for these contract services are explained within the categories below.

OUT OF STATE TRAVEL:

Authorization: The traveler must obtain Commissioners' Court approval for out-of-state travel before departure. The duration must include travel days along with the event scheduled days. To prevent delays in processing travel reimbursement, ensure that the travel duration is accurately defined when submitting the agenda request.

Documentation: The traveler must provide an excerpt from the Commissioners' Court minutes (http://www.fortbendcountytx.gov/index.aspx?page=55) with the travel reimbursement form.

LODGING (In and Out of State):

Hotel:

Hotel reimbursements are limited to the Federal Travel Regulations set forth by US General Services Administration (GSA) by location not including taxes. The rates are set annually and vary by month and location. The maximum rates for lodging per day can be found at: http://www.gsa.gov/portal/content/104877?utm_source=OGP&utm_medium=print-radio&utm_term=perdiem&utm_campaign=shortcuts based on travelers destination.

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This gives County employees and officials access to the contract rates negotiated by the State for hotels. Participating hotels can be found at: https://portal.cpa.state.tx.us/hotel/hotel_directory/index.cfm (be sure to check the correct fiscal year). **When making a reservation the traveler must ask for the State of Texas Contract rate (not the government rate) and be prepared to provide the County's**

agency #: C0790. Traveler must verify confirmed rate matches the negotiated contract rates found on the State's website listed above and <u>does not exceed the GSA daily allowance</u>.

If the organizer of a conference/seminar has negotiated discount rates with a hotel(s), the traveler may choose these lodging services without penalty but the traveler must reserve the room at the group rate and provide documentation of the group rate with reimbursement request.

The traveler will be responsible for the excess charge over the GSA per diem rate for the city/county even if using the State rate. The Auditor's Office will deduct from the travelers' reimbursement any excess charges over the GSA per diem rate. Travel websites including but not limited to Expedia and Travelocity should not be used to book lodging.

Travel Days: If the traveler must leave before 7:00AM to arrive at the start of the event and/or return to the County after 6:00PM after the event concludes, an additional night's lodging is allowable before and/or after the event.

Additional fees allowable: Self-parking

Additional fees allowable with justification: Valet parking is allowable if an extreme hardship exists due to physical disability of the traveler or if no self-parking is available.

Fees not allowable: Internet, phone charges, laundry, safe fees

Gratuities: Gratuities are not reimbursable for any lodging services.

Overpayments by County: Any lodging overpayment by the County must be reimbursed by the hotel before processing a reimbursement to the traveler for any of the categories addressed in this policy. Prepaid lodging services should be accurately calculated or underestimated by excluding the taxes to prevent delays in processing travel reimbursements.

Procurement Card: The traveler may use the procurement card to make lodging reservations. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

Documentation: **A final settled hotel bill with a zero balance from the front desk is required even if lodging is paid by the procurement card. The hotel bill left under the door is not acceptable.** The hotel bill should be scrutinized before traveler departs to make sure all charges are valid and notify hotel of any invalid charges and resolve issues before departing. Make sure all parking has been added to your bill and all personal incidentals have been paid by traveler. Any invalid charges will be the responsibility of the traveler. A copy of the itemized hotel statement must be submitted with the travel reimbursement claim if the traveler used a County procurement card to purchase lodging services or prepaid by County check. Event agenda/documentation or a letter from the traveler describing the event/meeting is required. If utilizing conference negotiated hotel rates, documentation of rates is required.

Changes/Modifications to Reservation – Any modifications including cancellation of reservation, the traveler must obtain a confirmation number and note the name of the person they spoke with in case the hotel charges the traveler. If the traveler does not obtain a confirmation number then any expenses incurred will be the responsibility of the traveler. Expenses resulting from changes or modifications to travel reservations will be paid by the County if the traveler produces documentation that a family emergency exists.

County Exemption Status – Fort Bend County Employees traveling on County Business are not exempt from State and local hotel taxes, state taxes, etc. with the exception of District Judges and the District Attorney.

MEALS:

Texas: Meals including gratuities will be reimbursed to the traveler at a flat rate of $36/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is $27/day.

Out-of-state: Meals including gratuities will be reimbursed to the traveler at a flat rate of $48/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is $36/day.

Late Night Arrival – If a traveler arrives in Fort Bend County between midnight and 6am the traveler will receive a full day per diem for the previous day.

Day trips: Meals will not be reimbursed for trips that do not require an overnight stay.

Procurement Card: No meal purchases are allowed on any County procurement card.

Documentation: No meal receipts are required for reimbursement. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

TRANSPORTATION:

Personal Vehicle: Use of personal vehicle will be reimbursed at the current rate/mile set by Commissioners' Court. Mileage should be calculated using the County office location of the traveler and the event location. Mileage may not be calculated using the traveler's home. Mileage should be calculated using an employees vehicle odometer reading or by a readily available online mapping service for travel out of Fort Bend County. If using the mileage of an online mapping service, state which mapping service was used or provide a printout of your route detailing the mileage. For local travel, odometer readings or mapping service details are not required. Departments should develop a mileage guide for employees for local travel points, if a department does not have a mileage guide, the Auditor's Office will determine if the mileage listed is reasonable.

Allowable expenses: Parking and tolls with documentation.

County Vehicle: Fuel purchases when using a County vehicle should be made with the County Procurement card if available. Original receipts will accompany the Procurement Card statement but a copy must be provided with the travel reimbursement request.

Allowable expenses: Parking and tolls with documentation required.

Airfare: Airfare is reimbursable at the lowest available rate based on 14 day advance purchase of a discounted coach/economy full-service seat based on the required arrival time for the event. The payment confirmation and itinerary must be presented with the travel reimbursement form. The traveler will be responsible for the excess charges of an airline ticket purchase other than a coach/economy seat. When using Southwest Airlines a traveler should choose the "wanna get away" flight category.

Allowable Expenses: Bag fees. Fare changes are allowable if business related or due to family emergency.

Unallowable Expenses/Fees: Trip insurance, Early Bird Check In, Front of the line, Leg Room, Fare changes for personal reasons.

Rental Car: Rental cars are limited to the negotiated TPASS rates listed at: http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/vendor-comparison/. The contact information for Avis is listed here: http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Avis/. The contact information for Enterprise is listed here: http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Enterprise/. When making a reservation traveler should provide the County's agency # C0790. The traveler will not be reimbursed for any amount over the negotiated contract rates if a non-contract company is used at a higher rate. The traveler should

select a vehicle size comparable to the number of County travelers. The traveler may use a non-contract vendor at an overall rate lower than the contract rates with no penalty. The original contract/receipt must be presented with the travel reimbursement form or a copy if a County procurement card is used. . The traveler will be responsible for any excess charges not included in the TPASS rates or for choosing a vehicle size not comparable with the number of travelers on the trip. Insurance is included in the negotiated TPASS rates, if a traveler chooses to take out additional insurance the cost is on the traveler.

Enterprise:

- Optional Customer, Coupon or Corporate number is **TXC0790**
- Please enter the first 3 characters of your company's name or PIN number **FOR**
- Enterprise will automatically bill FBC when you reserve your vehicle so you need to have a purchase order before your departure.

Avis:

- Avis Worldwide Discount (AWD) Number or Rate Code **F930790**
- You cannot use the wizard option if you have an account with Avis, the wizard will override the state rate and normally the State rates are less.

Unallowable Fees/Charges: GPS, prepaid fuel, premium radio, child safety seats, additional insurance, one way rentals.

Allowable expenses: Parking and tolls allowed with documentation.

Other Transportation: Other forms of transit (bus, taxi, train) are reimbursable with an original receipt.

Gratuities: Gratuities are permitted if original receipt includes gratuity (20% maximum allowed) for any transportation services.

Procurement Card: The traveler may use a County procurement card to make transportation reservations for air travel and rental car services. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

Documentation: Original receipts are required for all transportation reimbursements paid by the traveler. Transportation services obtained with a County procurement card require a copy of the receipt. Additional requirements are noted within each category above. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

REGISTRATION:

Registration fees: Registration fees are reimbursable for events that serve a Fort Bend County purpose. Registration fees for golf tournaments, tours, guest fees and other recreational events are not reimbursable.

Procurement Card: The traveler may use a County procurement card to register for an event. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

Documentation: An original receipt must be obtained upon registration and submitted with the reimbursement request if paid by the traveler. A copy of the receipt must be provided if registration is paid on a County procurement card. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

GRANTS:

Travel expenditures from Federal and State grants must also conform to the granting agency's funding requirements.

TRAVEL REIMBURSEMENT FORM:
The traveler must use the current travel reimbursement form (http://econnect/index.aspx?page=55) for all travel related services addressed in this policy. No other expenditures may be submitted for reimbursement on the travel reimbursement form. After completing all required information, the travel form must be signed/dated by the traveler and the department head/elected official. Travel reimbursement request should be submitted within 30 days from when traveler returns from trip. Mileage reimbursement request should be submitted no less frequently than quarterly. Mileage reimbursement request for the fourth quarter should be submitted no later than October 30th for yearend processing.

EXCLUSIONS:
If the traveler has custody of a person pursuant to statue or court order or if the traveler is required by court or legal entity to appear at a particular time and place the traveler will not be penalized for accommodations that require a 14 day advance purchase ticket if travel is required with less than 14 days' notice.

If the traveler has custody of a person pursuant to statue to court order the traveler will not be held to the 75% per diem on the departure and final day of travel.

ATTACHMENT 2

FORT BEND COUNTY PUBLIC TRANSPORTATION
OPERATIONS DATA REPORT FORM

FOR THE SEMI-MONTHLY PERIOD OF:

DR MODE

DEMAND RESPONSE	
Total Service Miles	
Total Revenue Miles	
General Public Pax	
Fort Bend Seniors E&D Pax	
Other E&D Pax	
Total Passenger Count	**0.00**
FBC Service Hours	
Contractor Service Hours	
Total Service Hours	**0.00**
FBC Revenue Hours	
Contractor Revenue Hours	
Total Revenue Hours	**0.00**
FBC Deadhead Hours	0.00
Contractor Deadhead Hours	0.00
Total Deadhead Hours	**0.00**

Rich/Ros	
Total Service Miles	
Total Revenue Miles	
General Public Pax	
Fort Bend Seniors E&D Pax	
Other E&D Pax	
Total Passenger Count	**0.00**
FBC Service Hours	
Contractor Service Hours	
Total Service Hours	**0.00**
FBC Revenue Hours	
Contractor Revenue Hours	
Total Revenue Hours	**0.00**
FBC Deadhead Hours	0.00
Contractor Deadhead Hours	0.00
Total Deadhead Hours	**0.00**

CB MODE

GALLERIA	
Total Service Miles	
Total Revenue Miles	
Total Passenger Count	
FBC Service Hours	
Contractor Service Hours	
Total Service Hours	**0.00**
FBC Revenue Hours	
Contractor Revenue Hours	
Total Revenue Hours	**0.00**
FBC Deadhead Hours	0.00
Contractor Deadhead Hours	0.00
Total Deadhead Hours	**0.00**

GREENWAY	
Total Service Miles	
Total Revenue Miles	
Total Passenger Count	
FBC Service Hours	
Contractor Service Hours	
Total Service Hours	**0.00**
FBC Revenue Hours	
Contractor Revenue Hours	
Total Revenue Hours	**0.00**
FBC Deadhead Hours	0.00
Contractor Deadhead Hours	0.00
Total Deadhead Hours	**0.00**

CB MODE

TEXAS MEDICAL CENTER	
Total Service Miles	
Total Revenue Miles	
Total Passenger Count	
FBC Service Hours	
Contractor Service Hours	
Total Service Hours	**0.00**
FBC Revenue Hours	
Contractor Revenue Hours	
Total Revenue Hours	**0.00**
FBC Deadhead Hours	0.00
Contractor Deadhead Hours	0.00
Total Deadhead Hours	**0.00**

TMC NOON	
Total Service Miles	
Total Revenue Miles	
Total Passenger Count	
FBC Service Hours	
Contractor Service Hours	
Total Service Hours	**0.00**
FBC Revenue Hours	
Contractor Revenue Hours	
Total Revenue Hours	**0.00**
FBC Deadhead Hours	0.00
Contractor Deadhead Hours	0.00
Total Deadhead Hours	**0.00**

TMC SHUTTLE	
Total Service Miles	
Total Revenue Miles	
Total Passenger Count	
FBC Service Hours	
Contractor Service Hours	
Total Service Hours	**0.00**
FBC Revenue Hours	
Contractor Revenue Hours	
Total Revenue Hours	**0.00**
FBC Deadhead Hours	0.00
Contractor Deadhead Hours	0.00
Total Deadhead Hours	**0.00**

Comments:

SYSTEM WIDE TOTALS	
Total Service Miles	0.00
Total Revenue Miles	0.00
Total Passenger Count	0.00
Total Service Hours	0.00
Total Revenue Hours	0.00
Total Deadhead Hours	0.00

ACTUAL BILLABLE HOURS	
County Rate Bill Back Hours	
Contractor Rate Bill Back Hours	
Total Bill Back Hours	**0.00**
Total Billable Service Hours	**0.00**

ADMIN REC'D DATE STAMP

I certify all data has been fully edited and verified.

Signature of Data and Software Specialist *Date*

Signature of Contractor *Date*

Signature of Operations Supervisor or Manager *Date*

NOTE: TMC Shuttle Passenger Counts are not reportable data. Captured for Operational Use Only.

Inventory List

Attachment 03

Fort Bend County Public Transportation
Administration and Operations Facility
3737 Bamore Rosenberg, TX 77471

List of Equipment	Quantity	Type	Building	Location	Location #
Recliner Chair	1	Furniture	Admin	Reception Room	D100
Built-In Desk	1	Furniture	Admin	Reception Room	D100
Desk Chair	1	Furniture	Admin	Reception Room	D100
Recliner Chair	2	Furniture	Admin	Men's Quiet Room	D105A
Recliner Chair	2	Furniture	Admin	Women's Quite Room	D105B
Large 4-Drawer Filing Cabinet	9	Furniture	Admin	Storage Room	D106
Recliner Chair	6	Furniture	Admin	Break Room	D109
Round Table	3	Furniture	Admin	Break Room	D109
Round Table High-Chair	6	Furniture	Admin	Break Room	D109
Square Table	3	Furniture	Admin	Break Room	D109
Large Rectangle Table	2	Furniture	Admin	Break Room	D109
Break Room Chair	8	Furniture	Admin	Break Room	D109
Cubicle	4	Furniture	Admin	Dispatch Room	D121
Desk Chair	4	Furniture	Admin	Dispatch Room	D121
Small Rectangle Table	1	Furniture	Admin	Dispatch Room	D121
Dell Computer	3	Equipment	Admin	Dispatch Room	D121
Monitor	8	Equipment	Admin	Dispatch Room	D121
Desk Phone	3	Equipment	Admin	Dispatch Room	D121
Cubicle	6	Furniture	Admin	Work Area Room	D120
Desk Chair	3	Furniture	Admin	Work Area Room	D120
Recliner Chair	2	Furniture	Admin	Work Area Room	D120
Desk	1	Furniture	Admin	Manager Suites	D114
Desk Chair	1	Furniture	Admin	Manager Suites	D114
Guest Chair	1	Furniture	Admin	Manager Suites	D114
Desk Phone	1	Equipment	Admin	Manager Suites	D114
Dell Computer	1	Equipment	Admin	Manager Suites	D114
Desk	1	Furniture	Admin	Manager Suites	D116
Desk Chair	1	Furniture	Admin	Manager Suites	D116
Guest Chair	2	Furniture	Admin	Manager Suites	D116
Desk Phone		Equipment	Admin	Manager Suites	D116
Desk	1	Furniture	Admin	Manager Suites	D118
Desk Chair	1	Furniture	Admin	Manager Suites	D118
Guest Chair	2	Furniture	Admin	Manager Suites	D118
Recliner Chair*	1	Furniture	Admin	Manager Suites	D118
1 Recliner Added*	1	Furniture	Admin	Manager Suites	D118
22" Monitor	2	Equipment	Admin	Manager Suites	D118
Dell Latitude 5400 Laptop	1	Equipment	Admin	Manager Suites	D118
Desk Phone	1	Equipment	Admin	Manager Suites	D118
Desk	1	Furniture	Admin	Manager Suites	D115
Desk Chair	1	Furniture	Admin	Manager Suites	D115
Guest Chair	2	Furniture	Admin	Manager Suites	D115

Fort Bend County Public Transportation
Administration and Operations Facility
3737 Bamore Rosenberg, TX 77471

List of Equipment	Quantity	Type	Building	Location	Location #
Small Rectangle Table	1	Furniture	Admin	Manager Suites	D115
Large Rectangle Table	1	Furniture	Admin	Conference Room	D117
Desk Chair	6	Furniture	Admin	Conference Room	D117
Desk	1	Furniture	Admin	Lobby	D112
Recliner Chair	1	Furniture	Admin	Lobby	D112
Built-In Counter	1	Furniture	Admin	Mail/Work Room	D113
Dell Computer	1	Equipment	Admin	Mail/Work Room	D113
Fuel/Bus Wash	1	Station	Admin	Fuel/Bus Wash	
Storage Cabinet	2	Furniture	Admin	Fare Collection Room	F104F
Small Rectangle Table	2	Furniture	Admin	Fare Collection Room	F104F
Rolling Utility Cart	2	Furniture	Admin	Fare Collection Room	F104F
Coin Sorter (Jetsort)	1	Furniture	Admin	Fare Collection Room	F104F
Desk Chair	2	Furniture	Admin	Fare Collection Room	F104F
Desk Phone	1	Equipment	Admin	Fare Collection Room	F104F
Desk	2	Furniture	Maintenance	Supervisor Office	M113
Desk Chair	1	Furniture	Maintenance	Supervisor Office	M113
Guest Chair	4	Furniture	Maintenance	Supervisor Office	M113
Round Table	1	Furniture	Maintenance	Supervisor Office	M113
Desk Phone	1	Furniture	Maintenance	Supervisor Office	M113
Built-In Counter	1	Furniture	Maintenance	Lead Counter	M111
Desk Chair	1	Furniture	Maintenance	Lead Counter	M111
Desk Phone	1	Furniture	Maintenance	Lead Counter	M111
Desk*	1	Furniture	Maintenance	Parts Storage Room Office	M106D
Desk Chair	1	Furniture	Maintenance	Parts Storage Room Office	M106D
Large 4-Drawer Filing Cabinet	1	Furniture	Maintenance	Parts Storage Room Office	M106D
Copy Room	1	Room	Maintenance	Copy Room	M105
Lobby	1	Room	Maintenance	Lobby	M100
Couch	1	Furniture	Maintenance	Lobby	M100
Built-In Desk	1	Furniture	Maintenance	Reception Room	M100A
Desk Chair	1	Furniture	Maintenance	Reception Room	M100A
Desk	1	Furniture	Maintenance	Manager Suite	M101
Desk Chair	1	Furniture	Maintenance	Manager Suite	M101
Recliner Chair	1	Furniture	Maintenance	Manager Suite	M101
Square Table	2	Furniture	Maintenance	Break Room	M104
Recliner Chair	4	Furniture	Maintenance	Break Room	M104
Break Room Chairs	12	Furniture	Maintenance	Break Room	M104
Tablets (MDT)	78	Equipment	Admin	Mail/Work Room	D113

PM/Inspection Bays (2)
(2) 1860 Workbench, 6'
(2) 2832 Vise, Swivel Base, 5"
(2) 3460 Reel, vehicle exh, motor op, ind fan, 6" hose
(2) 5780 Lift, platform, vert rise, 64K lb
(1) 7190 Drops, air/elec, trapeze
(2) 7191 Drops, air/elc, spec purp elec, trapeze
(1) 7710 Reel bank (GC)
(2) 7750 Reel bank
Repair Bays (7)
(7) 1860 Workbench, 6'
(7) 2832 Vise, swivel base, 5"
(7) 3460 Reel, vehicle exh, motor op, ind fan, 6" hose
(2) 3540 Tank, parts cleaning, 15 gal
(2) 5655 Lift, axle, 2-post, 70K lb,shallow
(1) 5863 Lift, column, mobile (set of 4) batt powered, wireless, 72K
(2) 7190 Drops, air/elec, trapeze
(2) 7191 Drops, air/elec, spec purpose, elec, trapeze
(2) 7192 Drops, air/elec, spec purpose air, trapeze
(2) 7193 Drops, air/elec, spec purpose air & elec, trapeze
(2) 7540 Pump, diaphragm, used fluid evac (UO)
(2) 7541 Pump, diaphragm, used fluid evac (UC)
(4) 7710 Reel bank (CG)
(5) 7750 Reel bank
(1) 9510 Harness, safety, i-beam, trolley, self-retracting
Portable Equipment Storage
(1) 1198 Cart, drum, portable
(1) 1801 Platform, work, portable, 120" high
(2) 2040 Charger, battery, portable
(1) 2340 Scrubber, floor, walk behind, 28" path, batt op
(2) 2644 Recovery unit, refrigerant, rolling
(1) 2740 Screen, welding
(1) 2916 Welder, MIG, portable
(1) 2920 Welder, oxyacetylene, with cart
(3) 5413 Jack, service, floor, air/hydraulic
(8) 5414 Jack, stand, lift, portable
(2) 5420 Jack, transmission, 1 ton
(3) 7998 Receiver, used coolant, 25 gal
(3) 7999 Receiver, used oil, 25 gal
Common Work Area
(2) 1185 Cabinet, storage, shop
(1) 1860 Workbench, 6'
(1) 2080 Buffer/grinder, 8", w/dust collector
(1) 2220 Drill press, variable speed, 20"
(1) 2525 Press, air/hydraulic, 25 ton
(1) 2698 Saw, cutoff, abrasive, 14"
(1) 2832 Vise, swivel base, 5"

(1) 3085 Cabinet, abrasive blast, w/dust collector
Tire Shop
(1) 2110 Cage, inflation, tire
(1) 2440 Changer, tire, auto
(1) 2451 Mounter/demounter, tire, truck
(1) 4920 Balancer, wheel, truck, heavy duty
Tire Storage
(18) 1634 Rack, tire, heavy duty, folding ramps
(7) 1641 Rack, tire, auto/light truck, 3 tier
Battery Room
(1) 1469 Rack, storage, battery, gravity flow, 64 batteries
(2) 2030 Bench, battery
(1) 2045 Charger, bus, battery, mult w/bus bar
Tool Crib
(2) 1098 Board, peg, tool
(5) 1688 Shelving unit, 18"
Lube/Compressor Room
(1) 1229 Dolly, drum
(1) 1382 Pallet, containment, 2 drum
(1) 2163 Compressor, air, receiver mounted, 20 HP duplex
(1) 2229 Dryer, air, refrigerated, 150 CFM
(1) 7510 Pump, air piston (CG), w/hoist
(4) 7520 Pump, air piston, 10:1 ratio
(1) 7531 Pump, diaphragm, non-mixing (EC)
(4) 7950 Tank, double wall, cube, 120 gal
(3) 7970 Tank, double wall, cube, 500 gal
Support Storage Room - F104J
1 T10 - Table U-Style Support Base
1 C1 - Desk Chair
Fare Retrieval Room - F104F
3 T10 - Table U-Style Support Base
3 C1 - Desk Chair
(2) 1185 Cabinet, storage, shop
(2) 1200 Cart, parts
(1) 9350 Counting machine, currency
(1) 9360 Counter/sorter, Coin
DIEBOLD GREEN SAFE
Surveillance Camera - Back Street Survelliance
Surveillance Camera - data acquisition system
MONITOR
Covered Fueling Positions
(3) 7711 Reel, hose (DEF)
Lube/Compressor Room
(1) 1382 Pallet, containment, 2 drum
(1) 2164 Compressor, air, receiver mounted, 7.5 HP duplex
(1) 2227 Dryer, air, refrigerated, 50 CFM

(1) 7532 Pump, diaphragm (DEF)
(1) 7992 Tote, DEF, 275 gal
Vacuum Equipment Room
(1) 3622 Vacuum, system, 2 station
Drive Thru Wash Bay (1)
(1) 3838 Washer, Bus, Touchless/Brush, hybrid w/reclaim system and reverse
Chassis Wash
(1) 5780 Lift, platform, vertical rise, 64K lb
Wash Equipment Room
(1) 2160 Compressor, air, vert receiver, 5 HP
(1) 2226 Dryer, air, refrigerated, 25 CFM
(1) 3720 Washer, hi pressure, hot water, NG, 8GPM

ATTACHMENT 4

FARE BOX RECONCILIATION **Date:** _____ **Page 1**

DEMAND RUNS - ACTUAL											
					$1.00	$ 2.00	$ 2.25	$ 3.50	Total	Total	Ticket
Route Number	Demand Bus #	Pax #	Free Rides	No Pays	Tickets	Tickets	Tickets	Tickets	Cash $	Tickets	$$
Totals											

Demand Total										

FARE BOX RECONCILIATION **Date:** _____

COMMUTER RUNS - ACTUAL											
					$1.00	$ 2.00	$ 2.25	$ 3.50	Total	Total	Ticket
Route Number	Demand Bus #	Pax #	Free Rides	No Pays	Tickets	Tickets	Tickets	Tickets	Cash $	Tickets	$$
Totals											

Demand Total										
Commuter Total										
Total All										

ATTACHMENT 5

Attachment 17 - CONTRACTOR TRAINING MATRIX

Role	Drug and Alcohol 1 hr	Resonable Suspicion 1 hr	Emergency Preparedness 4 hrs	Bus Evacuation 2 hrs	Passenger Assistance 4 hrs	First Aid /CPR 2 hrs	Blood Borne 1 hr	Siezure Management 1 hr	Customer Service 2 hrs	Defensive Driving 6 hrs	Safety and Security 4 hrs	Rail Road Xing & Intersections 1 hr	Operating Lift/Mobility Device 1 hr	Emergency Procedures/ Reporting 4 hrs	Pre/Post Trip Inspection 4 hrs	Title IV & ADA 1 hr	Risk Management 2 hrs	Fare Collection 1 hr
General Manager	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B, C	A, B	A, D	A,D
Asst General Manager	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B, C	A, B	A, D	A,D
Operations Manager	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B, C	A, B	A, D	A,D
Safety Manager	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B, C	A, B	A, D	A,D
Maintenance Manager	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B, C	A, B	A, D	A,D
Safety Supervisor	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B, C	A, B	A, D	A,D
Road Supervisor	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B, C	A, B	A, D	A,D
Dispatch Supervisor	A, B	N/A	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B, C	A, B	A, D	A,D
Mechanic	A, B	N/A	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B, C	A, B	A, D	A,D
Operator	A, B	N/A	A, B, C	A, B	A, B, C	A, B	A, B	A, B	A, B, C	A, B, C	A, B, C	A, B, C	A, B, C	A, B, C	A, B, C	A, B	A, D	A,D
Service Technician	A, B	N/A	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B, C	A, B	A, D	A,D
Dispatcher	A, B	N/A	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B	A, B, C	A, B	A, D	A,D

KEY:
A= New Hire
B= Annual
C= Refresher
D= Bi-Annual

ATTACHMENT 6

Fleet Inventory List

Fort Bend County Public Transportation

COUNTY UNIT NO.	VIN NO.	YEAR	MAKE	MODEL	CAPACITY	ADA Accessible	VEHICLE TYPE	FUEL TYPE	USEFUL LIFE YEARS/MILES	TERM SCALE CONDITION	Vehicle Status
U-122	1FVACXDT4GHGU3186	2016	Freightliner	Defender	32 passenger (8 fold down seats)	2 wheelchair	11	Diesel	7yr/200,000	2.0 -Marginal	Revnue Service
U-124	1FVACXDT8GHGU3188	2016	Freightliner	Defender	32 passenger (8 fold down seats)	2 wheelchair	11	Diesel	7yr/200,000	2.0 - Marginal	Revnue Service
X-150	1FDFE4FS8JDC29771	2018	Ford	El Dorado Aerotech	16 passenger (4 fold down seats)	2 wheelchair	3	Unleaded	5yr/150,000	4.0 - Good	Revnue Service
X-151	1FDFE4FSXJDC29772	2018	Ford	El Dorado Aerotech	16 passenger (4 fold down seats)	2 wheelchair	3	Unleaded	5yr/150,000	4.0 - Good	Revnue Service
X-152	1FDFE4FS1JDC29773	2018	Ford	El Dorado Aerotech	16 passenger (4 fold down seats)	2 wheelchair	3	Unleaded	5yr/150,000	4.0 - Good	Revnue Service
X-153	1FDFE4FS3JDC29774	2018	Ford	El Dorado Aerotech	16 passenger (4 fold down seats)	2 wheelchair	3	Unleaded	5yr/150,000	4.0 - Good	Revnue Service
X-155	1FDFE4FS7JDC29776	2018	Ford	El Dorado Aerotech	16 passenger (4 fold down seats)	2 wheelchair	3	Unleaded	5yr/150,000	4.0 - Good	Revnue Service
X-157	1FDFE4FS0JDC29778	2018	Ford	El Dorado Aerotech	16 passenger (4 fold down seats)	2 wheelchair	3	Unleaded	5yr/150,000	4.0 - Good	Revnue Service
X-158	1FDFE4FS2JDC29779	2018	Ford	El Dorado Aerotech	16 passenger (4 fold down seats)	2 wheelchair	3	Unleaded	5yr/150,000	4.0 - Good	Revnue Service
X-160	1FDFE4FS1JDC36237	2018	Ford	El Dorado Aerotech	16 passenger (4 fold down seats)	2 wheelchair	3	Unleaded	5yr/150,000	4.0 - Good	Revnue Service
X-161	1FDFE4FS1JDC36240	2018	Ford	El Dorado Aerotech	16 passenger (4 fold down seats)	2 wheelchair	3	Unleaded	5yr/150,000	4.0 - Good	Revnue Service
X-162	1FDFE4FS5JDC36242	2018	Ford	El Dorado Aerotech	16 passenger (4 fold down seats)	2 wheelchair	3	Unleaded	5yr/150,000	4.0 - Good	Revnue Service
X-163	1FDFE4FS7JDC36243	2018	Ford	El Dorado Aerotech	16 passenger (4 fold down seats)	2 wheelchair	3	Unleaded	5yr/150,000	4.0 - Good	Revnue Service
X-164	1FDFE4FS9JDC36244	2018	Ford	El Dorado Aerotech	16 passenger (4 fold down seats)	2 wheelchair	3	Unleaded	5yr/150,000	4.0 - Good	Revnue Service
X-165	1FDFE4FS9JDC29780	2018	Ford	El Dorado Aerotech	16 passenger (4 fold down seats)	2 wheelchair	3	Unleaded	5yr/150,000	4.0 - Good	Revnue Service
X-168	1FDFE4FS3JDC36238	2018	Ford	El Dorado Aerotech	16 passenger (4 fold down seats)	2 wheelchair	3	Unleaded	5yr/150,000	4.0 - Good	Revnue Service
X-169	1FDFE4FS5JDC36239	2018	Ford	El Dorado Aerotech	16 passenger (4 fold down seats)	2 wheelchair	3	Unleaded	5yr/150,000	4.0 - Good	Revnue Service
X-170	1FDFE4FS3JDC36241	2018	Ford	El Dorado Aerotech	16 passenger (4 fold down seats)	2 wheelchair	3	Unleaded	5yr/150,000	4.0 - Good	Revnue Service
X-174	1FDFE4FS0JDC42837	2018	Ford	El Dorado Aerotech	16 passenger (4 fold down seats)	2 wheelchair	3	Unleaded	5yr/150,000	4.0 - Good	Revnue Service
X-176	1FDFE4FS4JDC42839	2018	Ford	El Dorado Aerotech	16 passenger (4 fold down seats)	2 wheelchair	3	Unleaded	5yr/150,000	4.0 - Good	Revnue Service
X-177	1FDFE4FS5JDC42834	2018	Ford	El Dorado Aerotech	16 passenger (4 fold down seats)	2 wheelchair	3	Unleaded	5yr/150,000	4.0 - Good	Revnue Service
X-178	1FDFE4FS7JDC42835	2018	Ford	El Dorado Aerotech	16 passenger (4 fold down seats)	2 wheelchair	3	Unleaded	5yr/150,000	4.0 - Good	Revnue Service
X-179	1FDFE4FS9JDC42836	2018	Ford	El Dorado Aerotech	16 passenger (4 fold down seats)	2 wheelchair	3	Unleaded	5yr/150,000	4.0 - Good	Revnue Service
X-180	4UZADRFC1KCKU1058	2019	Champion	Defender	40 passenger (8 fold down seats)	2 wheelchair	11	Diesel	7yr/200,000	4.0- Good	Revnue Service
Y-004	4UZADRFCXKCKU1057	2019	Champion	Defender	40 passenger (8 fold down seats)	2 wheelchair	11	Diesel	7yr/200,000	4.5 - Good	Revnue Service
Y-005	4UZADRFC3KCKU1059	2019	Champion	Defender	40 passenger (8 fold down seats)	2 wheelchair	11	Diesel	7yr/200,000	4.5 - Good	Revnue Service

Fleet Inventory List
Fort Bend County Public Transportation

COUNTY UNIT NO.	VIN NO.	YEAR	MAKE	MODEL	CAPACITY	ADA Accessible	VEHICLE TYPE	FUEL TYPE	USEFUL LIFE YEARS/MILES	TERM SCALE CONDITION	Vehicle Status
Y-006	4UZADRFCXKCKU1060	2019	Champion	Defender	40 passenger (8 fold down seats)	2 wheelchair	11	Diesel	7yr/200,000	4.5 - Good	Revnue Service
Y-007	4UZADRFC1KCKU1061	2019	Champion	Defender	40 passenger (8 fold down seats)	2 wheelchair	11	Diesel	7yr/200,000	4.0 - Good	Revnue Service
Y-008	4UZADRFC3KCKU1062	2019	Champion	Defender	40 passenger (8 fold down seats)	2 wheelchair	11	Diesel	7yr/200,000	4.0 - Good	Revnue Service
Y-099	1FBVU4XM3JKB31542	2018	Ford	Transit 350 Van	12 passenger	0	1	Unleaded	5yr/150,000	4.5 - Good	Revnue Service
Y-100	1FBVU4XM1JKB31541	2018	Ford	Transit 350 Van	12 passenger	0	1	Unleaded	5yr/150,000	4.5 - Good	Revnue Service
Y-101	1FBVU4XM1JKB31538	2018	Ford	Transit 350 Van	12 passenger	0	1	Unleaded	5yr/150,000	4.5 - Good	Revnue Service
Y-102	1FBVU4XMXJKB31537	2018	Ford	Transit 350 Van	12 passenger	0	1	Unleaded	5yr/150,000	4.5 - Good	Revnue Service
Y-103	1FBVU4XM6JKB31549	2018	Ford	Transit 350 Van	12 passenger	0	1	Unleaded	5yr/150,000	4.5 - Good	Revnue Service
Y-126	2C7WDGBGXKR521448	2019	Dodge	El Dorado Amerivan	5 passenger (2 fold down seats)	2 wheelchair	7	Unleaded	4yr/100,000	3.0 - Adequate	Revnue Service
Y-127	1FDFE4FS7KDC42898	2019	El Dorado	Aerotech	16 passenger (4 fold down seats)	2 wheelchair	3	Unleaded	5yr/150,000	4.5 - Good	Revnue Service
Y-128	4UZADRFC9LCLY5491	2020	Champion	Defender	40 passenger (8 fold down seats)	2 wheelchair	11	Diesel	7yr/200,000	4.5 - Good	Revnue Service
Y-129	4UZADRFCXLCLZ3700	2020	Champion	Defender	40 passenger (8 fold down seats)	2 wheelchair	11	Diesel	7yr/200,000	4.5 - Good	Revnue Service
Z-097	1FDFE4FS2KDC74075	2020	ElDorado	Aerotech	16 passenger (4 fold down seats)	2 wheelchair	3	Unleaded	5yr/150,000	4. 0 - Good	Revnue Service
Z-098	4UZADRFC2LCMG6652	2020	Champion	Defender	40 passenger (8 fold down seats)	2 wheelchair	11	Diesel	7yr/200,000	4.5 - Good	Revnue Service
Z-107	4UZADRFC6LCMJ0637	2020	Champion	Defender	40 passenger (8 fold down seats)	2 wheelchair	11	Diesel	7yr/200,000	4.5 - Good	Revnue Service
Z-108	4UZADRFCXLCMJ0639	2020	Champion	Defender	40 passenger (8 fold down seats)	2 wheelchair	11	Diesel	7yr/200,000	4.5- Good	Revnue Service
Z-109	4UZADRFC8LCMJ0638	2020	Champion	Defender	40 passenger (8 fold down seats)	2 wheelchair	11	Diesel	7yr/200,000	4.5 - Good	Revnue Service
Z-110	4UZADRFC6LCMJ0640	2020	Champion	Defender	40 passenger (8 fold down seats)	2 wheelchair	11	Diesel	7yr/200,000	4.5 - Good	Revnue Service
Z-111	4UZADRFC8LCMJ0641	2020	Champion	Defender	40 passenger (8 fold down seats)	2 wheelchair	11	Diesel	7yr/200,000	4.5 - Good	Revnue Service
Z-125	4UZADRFC2MCMK5430	2020	Champion	Defender	40 passenger (8 fold down seats)	2 wheelchair	11	Diesel	7yr/200,000	4.8 - Excellent	Revnue Service
Z-126	4UZADRFC4MCMK5431	2020	Champion	Defender	40 passenger (8 fold down seats)	2 wheelchair	11	Diesel	7yr/200,000	4.8 - Excellent	Revnue Service
U-120	1FVACXDT0GHGU3184	2016	Freightliner	Defender	32 passenger (8 fold down seats)	2 wheelchair	11	Diesel	7yr/200,000	2.0 - Marginal	Spares
U-123	1FVACXDT6GHGU3187	2016	Freightliner	Defender	32 passenger (8 fold down seats)	2 wheelchair	11	Diesel	7yr/200,000	2.0 - Marginal	Spares
U-128	1GB6G5BL8F1279165	2015	Chevrolet	Goshen	16 passenger (4 fold down seats)	2 wheelchair	3	Diesel	5yr/150,000	1.0 - Poor	Spares
X-154	1FDFE4FS5JDC29775	2018	Ford	El Dorado Aerotech	16 passenger (4 fold down seats)	2 wheelchair	3	Unleaded	5yr/150,000	4.0 - Good	Spares
X-156	1FDFE4FS9JDC29777	2018	Ford	El Dorado Aerotech	16 passenger (4 fold down seats)	2 wheelchair	3	Unleaded	5yr/150,000	4.0 -Good	Spares

Fleet Inventory List
Fort Bend County Public Transportation

COUNTY UNIT NO.	VIN NO.	YEAR	MAKE	MODEL	CAPACITY	ADA Accessible	VEHICLE TYPE	FUEL TYPE	USEFUL LIFE YEARS/MILES	TERM SCALE CONDITION	Vehicle Status
X-166	2C7WDGBG0HR853908	2017	Dodge	Grand Caravan	5 passenger (2 fold down seat)	2 wheelchair	7	Unleaded	2yr/100,000	2.0 -Marginal	Spares
X-167	2C7WDGBGXHR855150	2017	Dodge	Grand Caravan	5 passenger (2 fold down seat)	2 wheelchair	7	Unleaded	2yr/100,000	2.0 - Marginal	Spares
X-175	1FDFE4FS2JDC42838	2018	Ford	El Dorado Aerotech	16 passenger (4 fold down seats)	2 wheelchair	3	Unleaded	5yr/150,000	4.0 - Good	Spares
Q-009	1FVACXDT0BHAW7847	2011	Freightliner	Defender	32 passenger (8 fold down seats)	2 wheelchair	11	Diesel	7yr/200,000	1.0 - Poor	Contingency
U-069	1GB6G5BLXF1120731	2015	Chevrolet	Goshen	16 passenger (4 fold down seats)	2 wheelchair	3	Diesel	5yr/150,000	1.0 - Poor	Contingency
U-070	1GB6G5BL6F1120919	2015	Chevrolet	Goshen	16 passenger (4 fold down seats)	2 wheelchair	3	Diesel	5yr/150,000	1.0 - Poor	Contingency
U-127	1GB6G5BLXF1278745	2015	Chevrolet	Goshen	16 passenger (4 fold down seats)	2 wheelchair	3	Diesel	5yr/150,000	1.0 - Poor	Contingency
TBD - 1	TBD	2023	Champion	Defender	40 passenger (8 fold down seats)	2 wheelchair	11	Diesel	7yr/200,000	5.0 - Excellent	Service Expansion
TBD - 2	TBD	2023	Champion	Defender	40 passenger (8 fold down seats)	3 wheelchair	11	Diesel	7yr/200,001	5.0 - Excellent	Service Expansion
TBD - 3	TBD	2023	Champion	Defender	40 passenger (8 fold down seats)	4 wheelchair	11	Diesel	7yr/200,002	5.0 - Excellent	Service Expansion
TBD - 4	TBD	2023	Champion	Defender	40 passenger (8 fold down seats)	5 wheelchair	11	Diesel	7yr/200,003	5.0 - Excellent	Service Expansion
TBD - 5	TBD	2023	Champion	Defender	40 passenger (8 fold down seats)	6 wheelchair	11	Diesel	7yr/200,004	5.0 - Excellent	Service Expansion
TBD - 6	TBD	2023	Champion	Defender	40 passenger (8 fold down seats)	7 wheelchair	11	Diesel	7yr/200,005	5.0 - Excellent	Service Expansion
TBD - 7	TBD	2023	Champion	Defender	40 passenger (8 fold down seats)	8 wheelchair	11	Diesel	7yr/200,006	5.0 - Excellent	Service Expansion
TBD - 8	TBD	2023	Champion	Defender	40 passenger (8 fold down seats)	9 wheelchair	11	Diesel	7yr/200,007	5.0 - Excellent	Service Expansion
TBD - 9	TBD	2023	Champion	Defender	40 passenger (8 fold down seats)	10 wheelchair	11	Diesel	7yr/200,008	5.0 - Excellent	Service Expansion
TBD - 10	TBD	2023	Champion	Defender	40 passenger (8 fold down seats)	11 wheelchair	11	Diesel	7yr/200,009	5.0 - Excellent	Service Expansion
TBD - 11	TBD	2023	Champion	Defender	40 passenger (8 fold down seats)	12 wheelchair	11	Diesel	7yr/200,010	5.0 - Excellent	Service Expansion
TBD - 12	TBD	2023	Champion	Defender	40 passenger (8 fold down seats)	13 wheelchair	11	Diesel	7yr/200,011	5.0 - Excellent	Service Expansion
TBD -13	TBD	2023	Champion	Defender	40 passenger (8 fold down seats)	14 wheelchair	11	Diesel	7yr/200,012	5.0 - Excellent	Service Expansion
TBD - 14	TBD	2023	Champion	Defender	40 passenger (8 fold down seats)	15 wheelchair	11	Diesel	7yr/200,013	5.0 - Excellent	Service Expansion

ATTACHMENT 7
Fort Bend County
Fuel Distribution Sites

No.	Location	Address	Fuel Type	Access
1	Fort Bend County Vehicle Maintenance	230 Legion Drive Richmond, Texas 77469	Gasoline	Card Reader Access 24 hrs/day only
2	Precinct 3	2233 Grand Corner Drive Katy, Texas 77494	Gasoline	Card Reader Access 24 hrs/day only
3	Fairgrounds Fueling Center	2751 Klauke Road Rosenberg, Texas 77471	Gasoline/Diesel	Gates open from 7:00am to 5:00pm Monday – Friday and card access entry after hours.
4	Road & Bridge 8 Acres Stockpile	133 First Street Fresno, Texas 77545	Gasoline/Diesel	Gates open from 7:00am to 5:00pm Monday- Friday.
5	Road & Bridge Crabb Service Center	201 Payne Lane Richmond, Texas 77469	Gasoline/Diesel	Gates open from 5:45am to 4:15pm Monday - Friday.
6	Road & Bridge Needville Service Center	3743 School Street Needville, Texas 77461	Gasoline/Diesel	Gates open from 5:45am to 4:15pm Monday - Friday.
7	Road & Bridge Beechnut Service Center	19310 Beechnut Street Richmond, Texas 77469	Gasoline/Diesel	Gates open from 5:45am to 4:15 pm Monday - Friday.
8	Road & Bridge Dairy Ashford Service Center	12919 ½ Dairy Ashford Sugarland, Texas 77478	Gasoline/Diesel	Gates open from 5:45am to 4:15 pm Monday - Friday.

Last Updated: 11.11.2022

ATTACHMENT 8

NON-COMPLIANCE ADJUSTMENT CHART

FORT BEND COUNTY PUBLIC TRANSPORTATION

PERFORMANCE STANDARD MEASUREMENT	PENALTY	PENALTY CYCLE	COMMENTS
Safety & Security			
Incident	$1,000.00 per avoidable incident per mode.	Monthly	Contractor shall not exceed the number of safety events and the rate for safety events for each mode per the County PTASP.
Accident	$1,000.00 per avoidable accident per mode.	Monthly	Contractor shall not exceed the rate for injuries and fatalities for each mode per the County PTASP.
Wheelchair Lift Repair	$100.00 per vehicle per day penalty for not repairing wheelchair lift in a timely manner	Monthly	Contractor is responsible for training staff to properly operate wheelchair lift prior to operating a service vehicle.
Safety Infractions	$100.00 per occurrence for any safety infractions identified by the County	Monthly	Contractor shall ensure safety infractions are eliminated including but not limited to moving violations, distracted driving, pre/post trip inspections.
Drug & Alcohol Testing	$250.00 per month for failure to meet required testing criteria.	Monthly	Contractor shall meet all FTA Drug & Alcohol testing requirements.
Operations			
On-Time Performance - Demand Response	$500.00 per route per billing period for each route that fails to meet this requirement.	Monthly	Maintain a minimum On Time Performance of 85 percent or higher within the scheduled window for each trip. OTP will be measured through the agency's ITS systems.
On-Time Performance - Commuter Bus	$500.00 per route per billing period for each route that fails to meet this requirement.	Monthly	Maintain a minimum On Time Performance of 90 percent or higher for each individual route. OTP will be measured through the agency's ITS systems.
Missed Run - Commuter Bus and Demand Response	$300.00 per missed scheduled run.	Monthly	Contractor shall ensure scheduled runs are on time as defined within Scope of Work.
Missed Trip - Demand Response	$30.00 per scheduled missed trip.	Monthly	Contractor shall ensure all trips scheduled on demand response routes are completed as defined within Scope of Work.
Pre- and Post Trip Inspection	$50.00 per run for any trip inspection procedures that are unmet.	Monthly	Contractor shall ensure pre and post inspections are completed daily to include but not limited to Mobile Data Terminals, Wheelchair Lifts, Vehicle Signage and Annunciators, Infotainment Screening.
Mixed Use of Vehicles Between Modes	$200.00 per occurrence for failure to comply with county assignment of vehicles per mode.	Monthly	Contractor shall follow vehicle assignments designated by the county. Demand response vehicles cannot be interchanged without approval from the county.

NON-COMPLIANCE ADJUSTMENT CHART

FORT BEND COUNTY PUBLIC TRANSPORTATION

PERFORMANCE STANDARD MEASUREMENT	PENALTY	PENALTY CYCLE	COMMENTS
Maintenance			
Vehicle Repair	$100.00 per vehicle per day for failure to complete repairs within 3 business days, unless approved by the county for extenuating circumstances.	Monthly	Contractor must ensure minimum vehicle requirement goals for county-owned vehicles are met.
Vehicle Reliability	$250.00 per month for failure to meet mean distance between major mechanical failure criteria	Monthly	Contractor shall meet the mean distance between major mechanical failures for each mode per the County PTASP.
Facility Maintenance	$500.00 per occurrence for failure to maintain county maintenance and operations facility per county standards.	Monthly	Contractor shall ensure preventive maintenance schedules are conducted on-time for equipment. Contractor shall ensure no incident/accidents occur in the facility due to poorly maintained facility.
Civil Rights			
Civil Rights Training	$100.00 per occurrence for any training documentation not reported to the county.	Monthly	Failure to maintain current records for operator-training and safety training, in personnel files for all safety sensitive personnel for Title VI Training -LEP and ADA Training.
Civil Rights Decals	$100.00 per occurrence for any civil rights decals not included in revenue vehicles used for services.	Monthly	Failure to post Civil Rights signage on fleet and facility (Title VI and ADA).
Civil Rights Reporting	$100.00 per occurrence for any civil rights complaints not reported to the county.	Monthly	Failure to report and respond to a Civil Rights complaint within three (3) working days from the date the complaint is made.
Equal Employment Opportunity Reporting	$100.00 per occurrence for any EEO documentation not reported to the county.	Monthly	Failure to submit quarterly Equal Employment Opportunity (EEO) reports by due date.
ITS			
Trip Edit Process	$100.00 per day for every day until the final and acceptable trip edit data has been received.	Monthly	Failure by the Contractor to review, modify and submit the previous service day data on the next business day will result in penalty. Contractor will coordinate with County staff to ensure service data is current and accurate by next business day post-service day.

NON-COMPLIANCE ADJUSTMENT CHART

FORT BEND COUNTY PUBLIC TRANSPORTATION

PERFORMANCE STANDARD MEASUREMENT	PENALTY	PENALTY CYCLE	COMMENTS
Staffing			
Key Personnel Training	$100.00 per occurrence for any training not conducted per county requests.	Monthly	Contractor shall ensure that contracted staff training requirements are unmet as defined by the contract terms.
Key Personnel Vacancy	If a key position is unfilled for a period in excess of 30 calendar days, a $200.00 penalty per day from the date the position was vacated, will be assessed for the duration of the vacancy.	Monthly	Contractor shall ensure all key personnel positions are filled as required in the Scope of Work.
Additional Reporting			
Federal Reporting	$400.00 per federal and state report that is not submitted within the requested period.	Monthly	Contractor shall provide annual data for FTA NTD reporting within the timeframe requested by the county.
Incident/Accident	$100.00 per incident/accident per route that fails to meet reporting requirements	Monthly	Contractor is responsible for reporting any incident/accident that occurs during service operations (i.e., surveillance footage, incident report, safety concerns, passenger incidents, accidents). Written report is required within 24 hours of occurrence.
Financial			
Invoice	$100.00 per occurrence	Monthly	Contractor shall submit bi-weekly invoices within five (5) business days after the end of billing period. Billing periods are 1st - 15th and 16th through end of the month. The invoice shall include the appropriate supporting documentation. Discrepancy shall be rectified within the 24-hour period.



PASSENGER GUIDELINES

FORT BEND COUNTY PUBLIC TRANSPORTATION

APPROVED BY FORT BEND COUNTY COMMISSIONER'S COURT

January 11, 2011
July 12, 2016
September 12, 2017
January 15, 2019
September 27, 2022

A PASSENGER'S GUIDE FOR ACCESSING SERVICES AND OPERATING POLICIES AND PROCEDURES

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PASSENGER GUIDELINES

AGENCY OVERVIEW

In June 2005, Fort Bend County officially formed a Public Transportation Department that is now commonly known as Fort Bend Transit (FBT). FBT is committed to operating a public transportation system that offers reliable, accessible and convenient services with safe vehicles and facilities. All residents and visitors of Fort Bend County are eligible for services offered by FBT.

Demand Response Service is a curb-to-curb, shared-ride service that covers all of Fort Bend County. Passengers must register for the service over the phone and may start making their reservations at least one day in advance or up to thirty days in advance. Demand Response Service operates Monday through Friday, excluding County acknowledged holidays, from 8:00 am until 5:00 pm.

Commuter Park and Ride Service provides weekday service to the Texas Medical Center, Greenway Plaza, and Galleria areas of Houston from three park and ride lot locations: Fort Bend County Fairgrounds in Rosenberg, University of Houston – Sugar Land and the AMC Theatre in Sugar Land. Commuter service includes morning and evening schedules. Commuter Service operates Monday through Friday, excluding County acknowledged holidays, with routes starting as early as 4:30 am and ending as late as 9:00 pm.

FBT services are 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.

FBT is a recipient of Federal funding to provide public transportation services. 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 FBT website at FBCTransit.org.

OUR MISSION - to provide safe and efficient public transportation services while maintaining service quality and customer satisfaction.

OUR PURPOSE - to provide seamless service between urban and rural communities; access rural transit funding and increase services to residents in Fort Bend County without increasing a financial burden to the taxpayers.

OUR GOALS AND OBJECTIVES

- Work closely with service providers regarding on-time performance, training, preventative maintenance, and safety concerns to minimize incidents, accidents, and vehicle failures
- Provide safe and secure transportation service for our riders with clean and disinfected vehicles
- Provide quality customer service in a courteous, timely and professional manner
- Continually research and develop services to meet the transportation needs of the community and promote public awareness of public transit to increase the utilization of our services

GENERAL INFORMATION

Physical Address	3737 Bamore Road Rosenberg, TX 77471
Mailing Address	301 Jackson Street Richmond, TX 77469
Office Number	281-633-RIDE (7433)
Toll-Free	866-751-TRIP (8747)
Fax Number	832-471-1843
Email	Transit@fbctx.gov
Website	FBCTransit.org

TELECOMMUNICATIONS RELAY SERVICE (TRS)

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

OFFICE HOURS

Monday – Friday - 8:00 a.m. to 5:00 p.m. (excluding County Holidays)

SERVICE HOURS

Demand Response - Operating hours 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. Please see Demand Response Services for specific hours.

Commuter Services - 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.

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

FORT BEND COUNTY HOLIDAYS

(Dates are available on the website and are subject to change)

New Year's Day
Dr. Martin Luther King Jr. Day
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Fort Bend County Fair Day
Veterans Day
Thanksgiving Day and Day after Thanksgiving
Christmas Eve and Christmas Day

DEMAND RESPONSE SERVICES

Shared-ride, curb-to-curb bus service that requires advance reservations. The trip must originate in Fort Bend County. Our service area includes all locations within Fort Bend County and locations up to one (1) mile outside the boundaries of Fort Bend County. Trips are reserved on a first-come-first-serve basis and are based upon availability. Operating hours 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.

Buses serve different locations and passengers each day depending on locations requested by passengers. Drivers are instructed to use a curbside location that provides a safe environment for boarding and alighting.

HOW TO RESERVE A RIDE

Reservations are accepted one (1) business day and up to thirty (30) calendar days in advance of the need for transportation 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 delegates must speak directly with a Reservationist to schedule a ride. “Will call” trips are not allowed as FBT does not offer same day service.

The Reservationist requires the same information for each call so please ensure you have the necessary information ready. This will ensure shorter wait times for each passenger making a reservation.

1. **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. **Number of Passengers** 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** Special needs accommodations must be disclosed at the time of reservation. Examples include assistance to/from the door, use of a wheelchair, walker, cane, hearing or vision impairment accommodations, assistance with boarding/alighting vehicles, etc.
4. **Other accommodations** Other accommodations such as assistance with packages or use of bike rack must be disclosed at the time of reservation to ensure enough time is allotted for boarding and alighting.
5. **Pick-up and drop-off location(s) and time(s)** The exact location for pick up and drop off must be provided when making a reservation. All reservations are subject to space and time availability. Passengers may reserve a single ride or multiple rides. The passenger may also reserve multiple destinations for one day or multiple days.
6. **Multi-Day Requests** 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 to allow time for the Reservationist to determine availability to book the reservation.

RIDING WITH FORT BEND TRANSIT

1. **Pick-up Location** The passenger must be present and visible at the scheduled pick-up location for **15 minutes before to 15 minutes after** the scheduled pick-up time. Please note that 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.
2. **On-Board/Ride Time** Passengers should expect an on-board (ride) time of ten (10) minutes to an hour and a half. It is a violation of FBT's policy to be on a bus longer than 90 minutes.
3. **On-Board/Wait Time** Passengers should expect extended wait times to accommodate any special needs of other passengers when boarding and alighting.
4. **No Reservation** Passengers presenting themselves for boarding without a prior reservation may be turned away. Drivers do not determine additional, unscheduled passenger boarding and are required to contact dispatch for instruction.
5. **Day of Service** Please be advised that the "day of service" conditions can affect the ability to provide efficient service.
    a. Passengers will only be picked up and dropped off at the addresses given at the time of booking.
    b. Trips are considered "on-time" if the vehicle arrives within the thirty (30) minute **window** which is defined as fifteen (15) minutes before to fifteen (15) minutes after the scheduled pick-up time.
    c. **Estimated Time of Arrival (ETA)** For day of service information, please contact Dispatch at (281) 633-7771.
6. **US Department of Transportation (DOT) Americans with Disabilities Act (ADA)** The driver must assist individuals with disabilities with the use of ramps, lifts, and securement systems. If necessary, FBT personnel will leave their seats to assist. FBT personnel must ensure a passenger with a disability can take advantage of the vehicle accessibility and safety features provided.

CANCELLATIONS

Passengers must notify FBT of all cancellations **no later than** 5:00 p.m. the business day before the scheduled trip. 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 before 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 before 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, declines the ride.

If a passenger Cancels-At-Door on his/her first leg trip (e.g. pickup/outbound) 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 the passenger's responsibility 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 the passenger's responsibility to call Reservations if the return trip is needed.

COMMUTER SERVICES

Shared-ride bus service which operates on a set schedule to and from set parking lot locations in Fort Bend County with scheduled drop-offs and pick-ups within business districts including the Texas Medical Center, Greenway Plaza, and the Galleria area in Houston.

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. This service is designed primarily to accommodate employment trips but open for general trip purposes. There are no reservations required for the Commuter services. 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

TEXAS MEDICAL CENTER, VETERANS HOSPITAL, METRO, OR OTHER PROVIDER SERVICES

Services to the Texas Medical Center and the Veterans Hospital in Houston may be provided via transfer to FBT Commuter Services into the Texas Medical Center. Transfers to Houston Metro or services provided by other public operators servicing areas adjacent to Fort Bend County may also be provided by the Demand Response services. A transfer point to the service may be made at any of the FBT Park and Ride locations or other transfer locations designated by the County. The transfer point location must be made in advance by calling and speaking to a reservationist.

GUARANTEED RIDE HOME (GRH) PROGRAM

Guaranteed Ride Home (GRH) is a complimentary service that provides commuter service passengers a way home in the event of a midday emergency such as a personal illness or an unscheduled school closure. GRH is not provided for weather related emergencies. To register or for more information, please check our website.

You must register for the program in advance to be eligible for service. Registration is simple – complete a registration form and return the form to FBT. The GRH service can be utilized up to 3 times per calendar year. After 3 free rides are used, passengers may purchase additional trips at their own expense.

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 designated park and ride lot.

COMMUTER SERVICE REMINDERS

1. **Morning Pickup Locations**. Drivers must hold at a stop until the scheduled park and ride departure time and all passengers have boarded or alighted.
2. **Morning Drop-off Location**. Drivers may perform drop-off stops up to **5 minutes** before the scheduled time and continue onto the next stop location.
    a. Trips are considered "on-time" if the vehicle arrives at the scheduled pick-up time or within 5 (five) minutes after the scheduled time.
3. **Reverse and Noon Commuters**. Please ensure you are at the stop a minimum of **5 to 10 minutes** before the scheduled departure time to ensure you do not miss the bus.
4. **Routes and Schedules**. Drivers must follow designated schedules and routes. 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.
5. **Stop Announcements**. Under the Department of Transportation (DOT) Americans with Disabilities Act (ADA) regulations, fixed route stop announcements by a transit provider must be announced (by personnel or a recording system) at transfer points with other fixed routes, other major intersections, 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.
6. **Estimated Time of Arrival (ETA)**. For day of service info, please call Dispatch at (281) 633-7771.
7. **US Department of Transportation (DOT) Americans with Disabilities Act (ADA)**. The driver must assist individuals with disabilities with the use of ramps, lifts, and securement systems. If personnel must leave their seats to assist, they must do so. FBT personnel must ensure a passenger with a disability can take advantage of the vehicle accessibility and safety features provided.

AMBASSADOR SERVICES

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

This personalized service assists 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. An Ambassador's function is solely restricted to the duties stated below and may 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 other 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.
6. Drivers and/or Ambassadors are authorized to open and close building doors as a courtesy.

Ambassadors will not be drivers, will not attach passenger securements (seat belts, wheelchair tie-down, etc.), or operate mechanical lifts or ramps. 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 not responsible for signing any passenger in or out of a facility.

TRANSIT FARES

A one-way fare must be paid each time you board the bus by exact change or a paper ticket.

Ticket books may be purchased online, by mail, or in person at the Transit Facility. Businesses or agencies wishing to provide tickets to their employees should contact our office for further information.

Acceptable method of payments are cash, major credit cards, or checks made out to Fort Bend Transit. Visit our website for the exact fare structure.

1. Passengers may pay with cash; however, exact change is required and drivers **cannot** make change.
2. Tickets and/or cash must be put in the farebox located at the front of the vehicle.
3. All passengers including children and infants are required to pay the full fare.
4. Purchases of ticket books are **non-refundable** and have no expiration date.
5. Passengers can be suspended for non-payment (see Suspension Policy).
    a. Passengers refusing to provide their name and contact information may be denied service.
    b. The 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.
    c. The 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.

PASSENGER GUIDELINES AND 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 shall follow the driver's and/or ambassador's instructions.
3. Do not stand or sit in the aisle or stairwell.
4. NEVER try to retrieve something that rolls under the bus.
5. All passengers must wear seat restraints including shoulder harness, when available.
6. Passengers thirteen (13) years or under must be accompanied by a guardian or parent at least eighteen (18) years of age or older.
7. Passengers must provide seat restraints for children forty (40) pounds or less.
8. Passengers should not move from their seats while the vehicle is in motion.
9. 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. Upon notification of a hazard, the driver will notify the 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.
10. Speaking to the driver while the vehicle is in motion unless it is an emergency is prohibited.
11. Drivers shall secure all wheelchairs tie-downs for passengers utilizing wheelchairs. All wheelchairs must have their wheels locked and properly secured while on the vehicle. Drivers may also provide assistance securing lap and shoulder belts for passengers utilizing wheelchairs.
    a. 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.
    b. Drivers are authorized to maneuver a wheelchair up or down a single-step curb.
    c. 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.
    d. Drivers and/or ambassadors 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.
12. 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.
13. Passenger and mobility device must not exceed 600 total combined pounds to safely board the vehicle.

ALLOWABLE ITEMS

All items brought on-board vehicles shall be secured from movement while on the vehicle. Items must not block entrances, exits, aisles, take up seating space, or passageways at stops or in facilities. Items shall not be left unattended and are to be removed when you exit the vehicle.

1. Consumption of non-alcoholic beverages, small snacks (e.g. candy, chips, and fruit) is allowed. Please ensure drinks are in a covered non-spill container.
2. Personal medical equipment and supplies must be properly secured while in transit.

3. Passengers will only be allowed to board vehicles with the number of carry-on items they can effectively handle independently. Carry-on items include but are not limited to shopping bags, handbags, briefcases, backpacks, suitcases, umbrellas.
    a. 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.
    b. Larger shopping bags are limited to no more than two (2) per passenger weighing less than thirty (30) pounds.
    c. Briefcases and backpacks are limited to one (1) weighing no more than 30 pounds.
    d. Suitcases are limited to two (2) small suitcases weighing no more than thirty (30) pounds each.
4. Walkers, canes, and other mobility devices are allowed on vehicles.

PROHIBITED ITEMS

The following items are not allowed while utilizing transit services or within County facilities. Violation of prohibited items may result in immediate suspension of service and/or removal from the vehicle/facility or in additional legal action.

1. Prohibited weapons under Texas Penal Code Section 46.05
2. Motor-powered bicycles, tandem bicycles, tricycles, and bicycles with training wheels
3. Portable speakers
4. Illegal drugs

Persons who are not otherwise prohibited by state or federal law from possessing a firearm may carry a handgun that is either concealed or carried openly in a holster in compliance with Texas Penal Code Chapter 46. Violatoin of Texas Penal Code Chapter 46 may result in immediate suspension of service and/or removal from the vehicle/facility or in additional legal action. All open carry handguns must be in a holster.

PROHIBITED ACTIVITIES

The following activities are not allowed while utilizing transit services or within County facilities. Violation of prohibited activities may result in immediate suspension of service and/or removal from the vehicle/facility or in additional legal action.

1. Lack of shoes, shirts, or wearing inappropriate attire
2. Consumption of alcohol or illegal substances
3. Smoking
4. Use of abusive language or gestures
5. Spitting
6. Loitering
7. Unlawful carrying of a dangerous or prohibited weapon under Texas Penal Code Chapter 46
8. Aggressive behaviors or inappropriate physical contact or displays of body parts
9. Terroristic threats
10. Assault or threat of assault
11. Aggressive panhandling, selling, or soliciting for donation
12. Littering
13. Use of transit vehicles without paying

14. Impairing or interrupting public transportation operations including talking to the operator when the vehicle is in motion
15. Urinating, defecating, public nudity, or indecent exposure
16. Passengers should not chase after a bus, run across parking lot/parking aisles and through-ways, run in front of/behind or alongside buses while they are stationary and in motion or wait in areas where there is no sidewalk or medium.
17. Defacing property or equipment.
18. Unreasonably loud, disturbing, or unnecessary noise such as a radio or musical instrument.
19. Sleeping at passenger waiting areas (e.g. park and ride lot, benches, seating areas).
20. Disturbing, threatening, or prank telephone calls.

SAFETY AND SECURITY

The safety of the passengers, employees, and contractors is a primary concern for FBT.

Passengers, employees, and contractors are encouraged to increase their awareness of safety and security concerns and to immediately report **ANY** concern to FBT Chief Safety Officer. Concerns include but are not limited to suspicious behavior by an individual or group, suspicious bags or packages, or substances. Matters of safety and security are taken seriously, and violations will result in service suspension and/or prosecution. FBT or its contracted service provider(s) will contact appropriate law enforcement or medical services to respond to events where and when it is deemed necessary.

FBT 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.

EMERGENCY EVENTS

Passengers on-board vehicles and/or in or around facilities during an emergency event must follow directions given by Fort Bend County staff, its contractors, and/or law enforcement officials. This includes following instructions for evacuating vehicles and facilities and/or sheltering in place.

BICYCLES AND BIKE RACKS

All FBT buses feature complimentary 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 first-come-first-serve basis. Violation of this policy may result in the removal of the bike from the bus.

1. Bicyclists MUST notify the driver before loading or unloading their bicycles.
2. Bicyclists are responsible for securing and removing their bikes 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. Bicycles are NOT allowed on the bus.
6. Bicyclists must provide a lock and assume responsibility for their bicycles.
7. Bicycles left on the bus bike rack or at a County Transportation facility for ten days or longer are considered abandoned and will be removed by the County.

Passengers use the bus racks at their own risk and FBC is not responsible for personal injury, property damage, or property loss arising from the use of the bike racks.

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 passengers are allowed. Service animals are also permitted to ride onboard vehicles and accompany individuals in any County Transit facility 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. Passengers who use service animals will not be charged extra fees, isolated from other patrons, or treated less favorably than other patrons. For example, a person with diabetes may have a dog that is trained to alert when 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 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 the questions below. Information obtained will be used to determine access to Transit facilities and vehicles.

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

Passengers are responsible for service animals in transit facilities and vehicles, including any damage incurred.

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

A passenger may be refused access or be asked to remove his/her service animal (e.g. bus or Transit facility) when:

1. The service animal is out of control, and the animal 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.

Emotional support, therapy, comfort, or companion animals are not considered service animals and are not allowed in vehicles or transit facilities.

LOST AND FOUND

FBT is not responsible for articles left on vehicles or at our facilities. However, FBT will attempt to identify and ensure a prompt, safe return of any recovered articles. Passengers wishing to inquire about a lost article should contact our office as soon as possible.

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

SUSPENSION POLICY

VIOLATIONS

A combined total of six (6) or more violations as defined under the Cancellations section of this document, within a ninety (90) day period will result in a thirty (30) day suspension of service. A cancellation will not count against the passenger when it is an error on FBT'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 a 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-payment of fares in a ninety (90) day period.

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

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

SUSPENSIONS PROCESS

WARNING LETTER

A warning letter will be sent to violators informing them of their policy violations. The warning letter will define the number of violations or non-payment of fares.

SUSPENSION LETTER

If the passenger meets the criteria for a suspension as defined above, a suspension letter will be sent. The suspension letter will define the number of violations or non-payment of fares and the dates of the violation.

SUSPENSION APPEALS

Passengers receiving a Suspension Letter may appeal the decision with a written request to FBT. The request must be postmarked within ten (10) calendar days of the date of the Suspension Letter or may also be emailed to transit@fbctx.gov. Supporting documentation, if applicable, should be included.

1. Upon receipt of the appeal, the passenger will be contacted to schedule a hearing.
2. The Advisory Committee will conduct all hearings via phone unless otherwise requested by the passenger.
3. Passengers should be prepared to provide a detailed description of why they believe the violations should be excused.
4. No suspension will take effect if the passenger has filed an appeal in accordance with the Suspension Policy.
5. The decision of the Advisory Committee is final.
6. The passenger will be advised in writing within ten (10) days of the hearing.
    a. If the Advisory Committee upholds the suspension, the notice of decision will include the beginning and end date of the suspension period.

ADVISORY COMMITTEE

The purpose of the Fort Bend Transit Advisory Committee is to challenge the department to be more sensitive to the consumers and become more aware of service improvements the department may want to consider by committee members viewpoints of minority, low-income, and Limited English Proficiency (LEP) populations as well as older adults and persons with limited mobility.

Representatives shall be based on the representation of the entire county (each precinct) and representation of our consumer group (i.e. general public, senior citizens, low income, LEP populations, people with disabilities, etc.). The committee consists of 13 members. Each member serves a 2-year term with an option to continue to serve for consecutive terms. Once a seat becomes vacant, FBT will accept applications and/or nominations to serve on the Advisory Committee. Notices indicating vacant committee seats will be advertised on the FBT's website, on transit buses, and in the official newspaper of record.

ELIGIBILITY TO RIDE

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. 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 service contract provisions. Currently, demand response services are limited to any trips within Fort Bend County, connector service to the Houston Metro Park and Ride facilities located near Fort Bend, and/or within one mile of the County line.

For grant funding provided under Federal Transit Administration (FTA) Section, 5310 – Enhanced Mobility of Seniors and Individuals with Disability funding and the Texas Department of Transportation (TxDOT) requires that the following classifications of riders have priority (1), anyone over the age of 65 years of age or anyone with a physical or cognitive disability and after the needs of these riders have been met and (2) any other rider.

For grant funding provided under FTA Sections 5311 (Rural), 5307 (Urban), and/or CMAQ (Congestion Mitigation Air Quality) all classifications of riders are eligible.

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.

For more details, refer to the Public Participation Plan which can be found on the FBT website.

CIVIL RIGHTS

The Americans with Disabilities Act of 1990 (ADA) is a Civil Rights law that prohibits discrimination and ensures equal opportunity and access for persons with disabilities.

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

Fort Bend County is committed to ensuring that no individual who uses our services is excluded from participation, denied benefits, or discriminated against. 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, or national origin.

If you believe you have been subjected to discrimination you may file a complaint either via email (transit@fbctx.gov) or mail.

Fort Bend County Public Transportation Department
ATTN: Civil Rights Officer
301 Jackson Street
Richmond, TX 77469

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

APPROVED BY:

KP George
Fort Bend County Judge

9.27.22
Date

COMMISSIONERS COURT
TEXAS
FORT BEND COUNTY, TEXAS

REVIEWED BY:

Perri D'Armond
Public Transportation Director

9-22-2022
Date

ATTEST:

Laura Richard
Fort Bend County Clerk

9.27.2022
Date

29

Fort Bend County Public Transportation

REGULAR SESSION AGENDA or CONSENT AGENDA

Approved By: Perri D'Armond

Signature: Perri D'Armond

Date: 2 / 7 / 2023

Take all appropriate action on the Fort Bend County Public Transportation Agency Safety Plan.

Attachment:

2023-02-14 PTASP

Description:

In compliance with Moving Ahead for Progress in the 21st Century (MAP-21) and the Fixing America's Surface Transportation Act (FAST Act), the FTA promulgated a Public Transportation Safety Program on August 11, 2016, that adopted Safety Management System (SMS) as the foundation for developing and implementing a Safety Program.

This change is to update the organization chart to reflect our current staff. No other changes were made.

T. Kaminski

ARF-55430 Consent
REGULAR SESSION AGENDA Public Transportation
Meeting Date: 02/14/2023
TITLE: 2023- 02-14 PTASP
Submitted By: Dalia Sister, Public Transportation

Originals for signature:	No	Require Form 1295:	N
Rush Item:	N		
Date Approved by County Attorney:	02/06/2023	County Attorney Initials:	HA

Information

SUMMARY OF ITEM:
Take all appropriate action on the Fort Bend County Public Transportation Agency Safety Plan.

NAME OF FUND SOURCE:
Accounting Unit, Project or Grant Name;
Account Name;

SPECIAL HANDLING/DOCUMENT PROCESSING INSTRUCTIONS:
N/A

Attachments

2023- 02-14 PTASP
2023- 02-14 PTASP CountyAttorneyReview **(c)**
Confidential documents are indicated with a **(c)**.

Fort Bend County Public Transportation Agency Safety Plan

Version 1

Adopted 14 July 2020

In compliance with 49 CFR Part 673

Developed in conjunction with the

Texas Department of Transportation

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1. EXECUTIVE SUMMARY

Moving Ahead for Progress in the 21st Century (MAP-21) granted the Federal Transit Administration (FTA) the authority to establish and enforce a comprehensive framework to oversee the safety of public transportation throughout the United States. MAP-21 expanded the regulatory authority of FTA to oversee safety, providing an opportunity to assist transit agencies in moving towards a more holistic, performance-based approach to Safety Management Systems (SMS). This authority was continued through the Fixing America's Surface Transportation Act (FAST Act).

In compliance with MAP-21 and the FAST Act, FTA promulgated a Public Transportation Safety Program on August 11, 2016, that adopted SMS as the foundation for developing and implementing a Safety Program. FTA is committed to developing, implementing, and consistently improving strategies and processes to ensure that transit achieves the highest practicable level of safety. SMS helps organizations improve upon their safety performance by supporting the institutionalization of beliefs, practices, and procedures for identifying, mitigating, and monitoring safety risks.

There are several components of the national safety program, including the National Public Transportation Safety Plan (NSP), that FTA published to provide guidance on managing safety risks and safety hazards. One element of the NSP is the Transit Asset Management (TAM) Plan. Public transportation agencies implemented TAM plans across the industry in 2018. The subject of this document is the Public Transportation Agency Safety Plan (PTASP) rule, 49 CFR Part 673, and guidance provided by FTA.

Safety is a core business function of all public transportation providers and should be systematically applied to every aspect of service delivery. At Fort Bend County Public Transportation, all levels of management, administration and operations are responsible for the safety of their clientele and themselves. To improve public transportation safety to the highest practicable level in the State of Texas and comply with FTA requirements, the Texas Department of Transportation (TxDOT) has developed this Agency Safety Plan (ASP) in collaboration with Fort Bend County and Fort Bend County Public Transportation.

To ensure that the necessary processes are in place to accomplish both enhanced safety at the local level and the goals of the NSP, the Fort Bend County Commissioners Court and Fort Bend County Public Transportation adopt this ASP and the tenets of SMS including a Safety Management Policy (SMP) and the processes for Safety Risk Management (SRM), Safety Assurance (SA), and Safety Promotion (SP), per 49 U.S.C. 5329(d)(1)(A).[1] While safety has always been a primary function at Fort Bend County Public Transportation, this document lays out a process to fully implement an SMS over the next several years that complies with the PTASP final rule.

[1] Federal Register, Vol. 81, No. 24

A. Plan Adoption – 673.11(a)(1)

This Public Transit Agency Safety Plan is hereby adopted, certified as compliant, and signed by:

Perri D'Armond, Transit Director for Fort Bend Public Transportation

Perri D'Armond July 14, 2020

ACCOUNTABLE EXECUTIVE SIGNATURE DATE

Since Fort Bend County Public Transportation is considered a department of Fort Bend County, the main governing body is the Fort Bend County Commissioners Court. Approval of this plan by the Fort Bend County Commissioners Court occurred on **14 July 2020** and is documented in minutes from the County Commissioners Court Meeting.

B. Certification of Compliance – 673.13(a)(b)

TxDOT certifies on July 17, 2020 that this Agency Safety Plan is in full compliance with 49 CFR Part 673 and has been adopted and will be implemented by Fort Bend Public Transportation as evidenced by the plan adoption signature and necessary County Commissioners Court approvals under Section 1.A of this plan.

2. TRANSIT AGENCY INFORMATION – 673.23(D)

Fort Bend County Public Transportation also referred to in this document as Fort Bend Transit is the public transportation provider for Fort Bend County. The Fort Bend Transit administrative, reservation, operations and maintenance center is located at 3737 Bamore Road, Rosenberg, TX 77471 and the mailing address is 301 Jackson Street, Richmond, TX 77469. Fort Bend Transit has contracted with First Transit, Inc. to provide transit operations support.

Fort Bend County established a County Public Transportation Department in June 2005 to provide safe and efficient rural and urban transit services to residents of Fort Bend County. The service area covers approximately 875 square miles and provides over 407, 000 passenger trips on an annual basis through the operation of two types of transit service – Commuter Park and Ride and Demand Response service. Fort Bend Transit has a core inventory of vehicles as well as a fleet provided through a contracted service provider.

Weekday commuter services are provided to Greenway Plaza, Galleria and Texas Medical Center areas of Houston from park and ride locations in Sugar Land and Rosenberg. The County is in the process of constructing an additional park and ride facility along the Westpark Toll Road in northeast Fort Bend County. Commuter Service operates during peak hours Monday through Friday, excluding Fort Bend County holidays, with routes starting as early as 4:30 am and ending as late as 9:00 pm.

Demand Response services operate to accommodate the first drop-off by 8:00 am and the last pickup by 5:00pm. Demand Response trips are provided within the County limits and/or to destinations in adjoining counties within one (1) mile of the Fort Bend County line. Advance reservations are required and can be requested up to thirty (30) calendar days in advance. Requests are taken on a first come first serve basis. The County provides additional services such as the Ambassador Program wherein passenger assistants help passengers with disabilities to and from their destination.

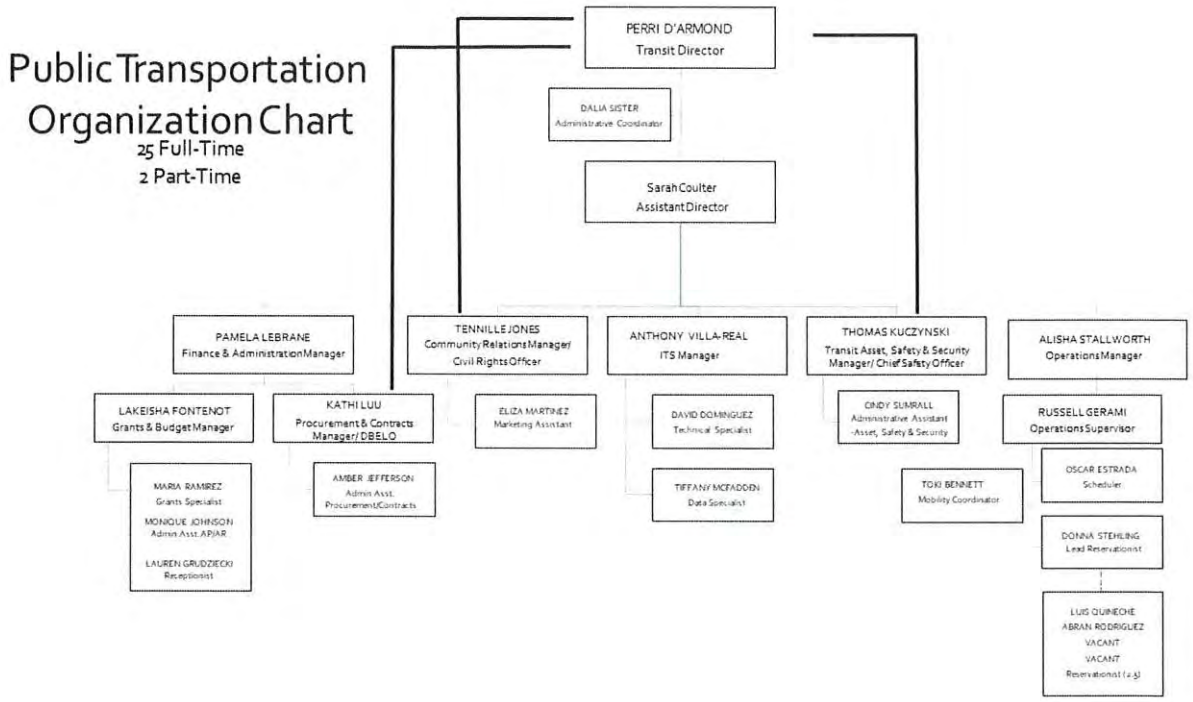
No additional transit service is provided by Fort Bend Transit on behalf of another transit agency or entity at the time of the development of this plan.

Table 1 contains agency information, while an organizational chart for Fort Bend Transit is provided in Figure 1.

TABLE 1: AGENCY INFORMATION

Information Type	Information
Full Transit Agency Name	Fort Bend Transit
Transit Agency Address	Physical Address: 3737 Bamore Road, Rosenberg, TX 77471 Mailing Address: 301 Jackson Street, Richmond, TX 77469
Name and Title of Accountable Executive 673.23(d)(1)	Perri D'Armond – Transit Director
Name of Chief Safety Officer or SMS Executive 673.23(d)(2)	Thomas Kuczynski – Transit Asset, Safety and Security Manager
Key Staff	Sarah Coulter – Transit Assistant Director; Alisha Lessey-Stallworth – Operations Manager; Cindy Sumrall – Administrative Assistant, Transit Asset, Safety and Security
Mode(s) of Service Covered by This Plan 673.11(b)	Commuter Service, Demand Response Service
List All FTA Funding Types (e.g., 5307, 5310, 5311)	5307, 5311, 5310, 5339, CMAQ, and TCEQ
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)	Commuter Service, Demand Response Service
Number of Vehicles Operated	55

FIGURE 1: FORT BEND TRANSIT ORGANIZATIONAL CHART



A. Authorities & Responsibilities – 673.23(d)

As stated in 49 CFR Part 673.23(d), Fort Bend Transit is establishing the necessary authority, accountabilities, and responsibilities for the management of safety amongst the key individuals within the organization, as those individuals relate to the development and management of our SMS. In general, the following defines the authority and responsibilities associated with our organization.

The **Accountable Executive** has ultimate responsibility for carrying out the SMS of our public transportation agency, and control or direction over the human and capital resources needed to develop and maintain both the ASP, in accordance with 49 U.S.C. 5329(d), and the agency's TAM Plan, in accordance with 49 U.S.C. 5326. The Accountable Executive has the authority and responsibility to address substandard performance in the Fort Bend Transit SMS, per 673.23(d)(1).

Agency leadership and executive management are those members of our agency leadership or executive management, other than the Accountable Executive, Chief Safety Officer (CSO)/SMS Executive, who have authority or responsibility for day-to-day implementation and operation of our agency's SMS.

The **CSO** is an adequately trained individual who has the authority and responsibility as designated by the Accountable Executive for the day-to-day implementation and operation of the Fort Bend Transit SMS. As such, the CSO can report directly to our transit agency's Accountable Executive.

Key staff is staff, groups of staff or committees to support the Accountable Executive, CSO, or SMS Executive in developing, implementing, and operating our agency's SMS.

Front line employees perform the daily tasks and activities where hazards can be readily identified so the identified hazards can be addressed before the hazards become adverse events. These employees are critical to SMS success through each employee's respective role in reporting safety hazards, which is where an effective SMS and positive safety culture begin.

Further detail on this authority and these responsibilities are described in *the Fort Bend County Public Transportation Employee Handbook* (Appendix A, Table 8 shows the document name, file name, and date of adoption). In addition, Fort Bend Transit will be reviewing and modifying, if necessary, our current job descriptions to ensure the job descriptions comply with 49 CFR Part 673.

3. SAFETY POLICIES AND PROCEDURES

A. Policy Statement – 673.23(a)

Fort Bend Transit recognizes that the management of safety is a core value of our business. The management team at Fort Bend Transit will embrace the SMS and is committed to developing, implementing, maintaining, and continuously improving processes to ensure the safety of our employees, customers, contractors, and the public. All levels of management and frontline employees are committed to safety and understand that safety is the primary responsibility of all employees.

Fort Bend Transit is committed to:

- Communicating the purpose and benefits of the SMS to all staff, managers, supervisors, employees, and contractors. All employees will receive appropriate information and SMS training.
- Providing appropriate management involvement and the necessary resources to establish an effective reporting system that will encourage employees to communicate and report any unsafe work conditions, hazards, or at-risk behavior to the management team.
- Identifying hazardous and unsafe work conditions and analyzing data from the reporting system to develop processes and procedures to mitigate safety risks to an acceptable level.
- Ensuring that no action will be taken against employees who disclose safety concerns through the reporting system unless disclosure indicates an illegal act, gross negligence, or deliberate or willful disregard of regulations or procedures.
- Establishing Safety Performance Targets (SPT) that are realistic, measurable, and data-driven.
- Continually improving our safety performance through management processes that ensure appropriate safety management action is taken and is effective.

I. Employee Safety Reporting Program – 673.23(b)

Frontline employees are a significant source of safety data. These employees are typically the first to spot unsafe conditions that arise from unplanned conditions either on the vehicles, in the maintenance shop, or in the field during operations. For this reason, the Employee Safety Reporting Program (ESRP) is a major tenet of the PTASP Rule. Under this rule, agencies must establish and implement a process that allows employees to report safety conditions directly to senior management; provides protections for employees who report safety conditions to senior management and includes a description of employee behaviors that may result in disciplinary action.

According to the *Fort Bend County Safety Manual* (Appendix A), each employee is expected to report to their Supervisor hazardous working conditions, unsafe practices, and unsafe equipment. In addition, Fort Bend Transit has a documented Customer Complaint process and procedure and makes available the information on the process and procedure to Fort Bend Transit passengers through the *Passenger Guidelines* document. The Fort Bend Transit Customer Complaint procedure 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. Complaints involving safety, security or discrimination shall be elevated to the appropriate manager immediately after being received. A follow up is conducted to ensure effective corrective actions have been implemented.

In addition, the *Fort Bend County Public Transportation Employee Handbook* guarantees that employees can feel safe in reporting any safety issues or other concerns. The handbook describes Fort Bend Transit's Open-Door Policy. The policy states that Fort Bend Transit recognizes that employees may have suggestions for improving our workplace, as well as complaints about the workplace. Fort Bend Transit feels that the most satisfactory solution to a job-related problem or concern is usually reached through a prompt discussion with an employee's manager. If the matter cannot be resolved with one's immediate manager, the employee may speak with their department or manager who will attempt to facilitate a solution. If an employee is unable to resolve the matter through the management chain of command in the department, the employee may choose to speak directly to anyone in Fort Bend County Human Resources.

Fort Bend Transit's Open-Door Policy also allows employees to voice their concerns anonymously. If an employee would like to submit an anonymous concern, the employee can contact Fort Bend County Human Resources at 281-341-8617 or the office of the County Judge or County Commissioner. Anonymous complaints must contain sufficient information to form a basis for action. This Open-Door Policy applies to every employee and extends to contractors and subcontractors. In situations involving Safety, Security, Fraud, or Theft an employee should immediately contact any level of management or the CSO directly, without fear of reprisal, and without the need to follow this Open-Door Policy complaint process. This may be done in person, by direct contact, phone call or email message.

Retaliation for using this Open-Door Policy is strictly prohibited and will not be tolerated, regardless of the outcome of the complaint. If an employee believes he or she did not receive fair treatment from their manager in the location or department chain of command under the Open-Door Policy, they should feel free to approach anyone in management or Human Resources at any time.

Fort Bend Transit will review and modify, if necessary, our *Fort Bend Transit Complaint Procedure* to develop the procedure into a full ESRP to ensure compliance with 49 CFR Part 673.

In general, the Fort Bend Transit ESRP will ensure that all employees are encouraged to report safety conditions directly to senior management or their direct supervisor for elevation to senior management.

The policy will include any contract employees. The policy will also spell out what protections are afforded employees who report safety-related conditions and will describe employee behaviors that are not covered by those protections. The policy will also elaborate on how safety conditions that are reported will be reported back to the initiator(s) – either to the individual or groups of individuals or organizations, dependent on the nature of the safety condition.

To bolster the information received from frontline employees, Fort Bend Transit will also review our current policy for how our agency receives information and safety-related data from employees and customers. If necessary, Fort Bend Transit will develop additional means for receiving, investigating and reporting the results from investigations back to the initiator(s) – either to the person, groups of persons, or distributed agency-wide to ensure that future reporting is encouraged.

II. Communicating the Policy Throughout the Agency – 673.23(c)

Fort Bend Transit is committed to ensuring the safety of our clientele, personnel, and operations. Part of that commitment is developing an SMS and agency-wide safety culture that reduces agency risk to the lowest level possible. The first step in developing a full SMS and agency-wide safety culture is communicating our SMP throughout our agency.

The SMP and safety objectives are at the forefront of all communications. This communication strategy will include posting the policy in prominent work locations for existing employees and adding the policy statement to the onboarding material for all new employees. In addition, the policy statement will become part of our agency's regular safety meetings and other safety communications efforts. The policy will be signed by the Accountable Executive so that all employees know that the policy is supported by management.

B. PTASP Development and Coordination with TxDOT – 673.11(d)

This PTASP has been developed by TxDOT on behalf of the Houston-Galveston Area Council (H-GAC) – the Metropolitan Planning Organization (MPO) for the urbanized region – Fort Bend County, and Fort Bend Transit in accordance with all requirements stated in 49 CFR Part 673 applicable to a small public transportation provider. TxDOT mailed a formal call for participation in a State-sponsored PTASP development process to all Texas Section 5307 small bus transit agencies on January 15, 2019 and followed that call with a series of phone calls and additional correspondence. Fort Bend Transit provided a letter to TxDOT opting into participation on May 1, 2019 and has been an active participant in the development of this plan through sharing existing documentation and participating in communication and coordination throughout the development of this plan. The Fort Bend Transit documentation used in the development of this plan is presented in Table 8, in Appendix A.

In support of tracking performance on our SA and SP processes, Fort Bend Transit conducts a yearly safety culture survey. The survey is intended to help Fort Bend Transit assess how well we communicate safety and safety performance information throughout our organization by gauging how safety is

perceived and embraced by Fort Bend Transit's administrators, supervisors, staff, and contractors. The survey is designed to help us assess how well we are conveying information on hazards and safety risks relevant to employees' roles and responsibilities and informing employees of safety actions taken in response to reports submitted through our ESRP. Results from our most recent survey were analyzed and incorporated into the implementation strategies contained in this ASP.

Once the documents were reviewed, an on-site interview was conducted with Fort Bend Transit to gain a better understanding of the agency. This understanding was necessary to ensure that the ASP was developed to fit Fort Bend Transit's size, operational characteristics, and capabilities.

The draft ASP was delivered to Fort Bend Transit in March 2020 for review and comment. Once the review was completed and any adjustments made, the final was delivered to Fort Bend Transit for review and adoption.

C. PTASP Annual Review – 673.11(a)(5)

Per 49 U.S.C. 5329(d)(1)(D), this plan includes provisions for annual updates of the SMS. As part of Fort Bend Transit's ongoing commitment to fully implementing SMS and engaging our agency employees in developing a robust safety culture, Fort Bend Transit will review the ASP and all supporting documentation annually. The review will be conducted as a precursor to certifying to FTA that the ASP is fully compliant with 49 CFR Part 673 and accurately reflects the agency's current implementation status. Certification will be accomplished through Fort Bend Transit's annual Certifications and Assurances reporting to FTA.

The annual review will include the ASP and supporting documents (Standard Operating Procedures [SOP], Policies, Manuals, etc.) that are used to fully implement all the processes used to manage safety at Fort Bend Transit. All changes will be noted (as discussed below) and the Accountable Executive will sign and date the title page of this document and provide documentation of approval by the Fort Bend County Commissioners Court, whether by signature or by reference to resolution.

The annual ASP review will follow the update activities and schedule provided below in Table 2. As processes are changed to fully implement SMS or new processes are developed, Fort Bend Transit will track those changes for use in the annual review.

TABLE 2: ASP ANNUAL UPDATE TIMELINE

Task	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept
Review Agency Operations	→	→						
Review SMS Documentation • *Safety Policy;* • *Risk Management;* • *Safety Assurance; and* • *Safety Promotion.*		→	→					
Review Previous Targets and Set or Continue Targets			→	→				
Report Targets to National Transit Database (NTD), TxDOT, H-GAC					→			
Make Any Necessary Adjustments to PTASP						→	→	
Update Version No., Adopt & Certify Plan Compliance								★

The following table, Table 3, will be used to record final changes made to the ASP during the annual update. This table will be a permanent record of the changes to the ASP over time.

TABLE 3: ASP RECORD OF CHANGES

Document Version	Section/Pages Changed	Reason for Change	Reviewer Name	Date of Change
Header	Text	Text	Text	Text
Header	Text	Text	Text	Text
Header	Text	Text	Text	Text

The implementation of SMS is an ongoing and iterative process, and as such, this PTASP is a working document. Therefore, a clear record of changes and adjustments is kept in the PTASP for the benefit of safety plan performance management and to comply with Federal statutes.

D. PTASP Maintenance – 673.11(a)(2)(c)

Fort Bend Transit will follow the annual review process outlined above and adjust this ASP as necessary to accurately reflect current implementation status. This plan will document the processes and activities related to SMS implementation as required under 49 CFR Part 673 Subpart C and will make necessary updates to this ASP as Fort Bend Transit continues to develop and refine our SMS implementation.

E. PTASP Documentation and Recordkeeping – 673.31

At all times, Fort Bend Transit will maintain documents that set forth our ASP, including those documents related to the implementation of Fort Bend Transit's SMS and those documents related to the results from SMS processes and activities. Fort Bend Transit will also maintain documents that are included in whole, or by reference, that describe the programs, policies, and procedures that our agency

uses to carry out our ASP and all iterations of those documents. These documents will be made available upon request to the FTA, other Federal entities, or TxDOT. These additional supporting documents are cataloged in Appendix A and the list will be kept current as a part of the annual ASP review and update.

F. Safety Performance Measures – 673.11(a)(3)

The PTASP Final Rule, 49 CFR Part 673.11(a)(3), requires that all public transportation providers must develop an ASP to include SPTs based on the safety performance measures established under the NSP. The safety performance measures outlined in the NSP were developed to ensure that the measures can be applied to all modes of public transportation and are based on data currently being submitted to the NTD. The safety performance measures included in the NSP are fatalities, injuries, safety events, and system reliability (State of Good Repair as developed and tracked in the TAM Plan).

There are seven (7) SPTs that must be included in each ASP that are based on the four (4) performance measures in the NSP. These SPTs are presented in terms of total numbers reported and rate per Vehicle Revenue Mile (VRM). Each of the seven (7) is required to be reported by mode as presented in Table 4.

TABLE 4: NSP SAFETY PERFORMANCE MEASURES

Safety Performance Measure	SPT	SPT
Fatalities	Total Number Reported	Rate Per Total VRM
Injuries	Total Number Reported	Rate Per Total VRM
Safety Events	Total Number Reported	Rate Per Total VRM
System Reliability	Mean distance between major mechanical failure	

Table 5 presents the baseline numbers for each of the Safety Performance Measures. Fort Bend Transit collected the past five (5) years of reported data to develop the rolling averages listed in the table.

TABLE 5: BASELINE 2019 SAFETY PERFORMANCE MEASURES

Mode	Fatalities	Rate of Fatalities*	Injuries	Rate of Injuries*	Safety Events	Rate of Safety Events*	Mean Distance Between Major Mechanical Failure
Fixed Route (Bus)	0	0	0.4	0.0000006	1.8	0.0000027	8,637
Demand Response	0	0	3	0.0000028	3.4	0.0000032	12,065

*rate = total number for the year/total revenue vehicle miles traveled

While safety has always been a major component of the Fort Bend Transit operation, the adoption of this ASP will result in changes across all aspects of the organization. The SPTs set in Table 6 and Table 7 reflects an acknowledgment that SMS implementation will produce new information that will be needed to accurately set meaningful SPTs. We will set our targets at the current NTD reported five-year average as we begin the process of fully implementing our SMS and developing our targeted safety

improvements. This will ensure that we do no worse than our baseline performance over the last five years.

TABLE 6: FIXED ROUTE (BUS) SAFETY PERFORMANCE TARGETS

Mode	Baseline	Target
Fatalities	0	0
Rate of Fatalities*	0	0
Injuries	0.4	0.4
Rate of Injuries*	0.0000006	0.0000006
Safety Events	1.8	1.8
Rate of Safety Events*	0.0000027	0.0000027
Mean Distance Between Major Mechanical Failure	8,637	8,637

*rate = total number for the year/total revenue vehicle miles traveled

TABLE 7: DEMAND RESPONSE SAFETY PERFORMANCE TARGETS

Mode	Baseline	Target
Fatalities	0	0
Rate of Fatalities*	0	0
Injuries	3	3
Rate of Injuries*	0.0000028	0.0000028
Safety Events	3.4	3.4
Rate of Safety Events*	0.0000032	0.0000032
System Reliability	12,065	12,065
Other	N/A	N/A

*rate = total number for the year/total revenue vehicle miles traveled

As part of the annual review of the ASP, Fort Bend Transit will reevaluate our SPTs and determine whether the SPTs need to be refined. As more data is collected as part of the SRM process discussed later in this plan, Fort Bend Transit may begin developing safety performance indicators to help inform management on safety-related investments.

G. Safety Performance Target Coordination – 673.15(a)(b)

Fort Bend Transit will make our SPTs available to TxDOT and H-GAC to aid in those agencies' respective regional and long-range planning processes. To the maximum extent practicable, Fort Bend Transit will coordinate with TxDOT and H-GAC in the selection of state and regional SPTs as documented in the Interagency Memorandum of Understanding (MOU).

Each year during the FTA Certifications and Assurances reporting process, Fort Bend Transit will transmit any updates to our SPTs to both H-GAC and TxDOT (unless those agencies specify another time in writing).

4. SAFETY MANAGEMENT SYSTEMS – 673 SUBPART C

As previously noted, FTA has adopted SMS as the basis for improving safety across the public transportation industry. In compliance with the National Safety Program, National Public Transportation Safety Plan, and 49 CFR Part 673, Fort Bend Transit is adopting SMS as the basis for directing and managing safety and risk at our agency. Fort Bend Transit has always viewed safety as a core business function. All levels of management and employees are accountable for appropriately identifying and effectively managing risk in all activities and operations to deliver improvements in safety and reduce risk to the lowest practical level during service delivery.

SMS is comprised of four basic components - SMP, SRM, SA, and SP. The SMP and SP are the enablers that provide structure and supporting activities that make SRM and SA possible and sustainable. The SRM and SA are the processes and activities for effectively managing safety as presented in Figure 2.

FIGURE 2: SAFETY MANAGEMENT SYSTEMS



A. Safety Risk Management – 673.25

Implementing SMS at Fort Bend Transit will be a priority over the next several years. This ASP is the first step to putting in place a systematic approach to managing the agency's risk. Fort Bend Transit has already taken several steps to implement SMS, such as developing this initial ASP and designating a CSO. During the first year of implementation, Fort Bend Transit will identify SMS roles and responsibilities and key stakeholder groups, identify key staff to support implementation, and ensure the identified staff receive SMS training. Fort Bend Transit will also develop a roadmap for full implementation, inform stakeholders about the ASP and update Commissioners Court and our agency's planning partners on our progress towards full implementation.

By adopting this ASP, Fort Bend Transit is establishing the SRM process presented in Figure 3 for identifying hazards and analyzing, assessing, and mitigating safety risk in compliance with the requirements of 49 CFR Part 673.25. The SRM processes described in this section are designed to implement the Fort Bend Transit SMS.

FIGURE 3: SAFETY RISK MANAGEMENT PROCESS

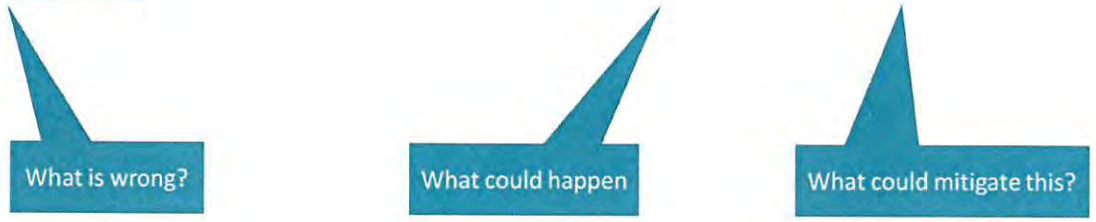


The implementation of the SRM component of the SMS will be carried out over the next year. The SRM components will be implemented through a program of improvement during which the SRM processes will be implemented, reviewed, evaluated, and revised as necessary, to ensure the processes are achieving the intended safety objectives as the processes are fully incorporated into Fort Bend Transit's standard operating procedures.

The SRM is focused on implementing and improving actionable strategies that Fort Bend Transit has undertaken to identify, assess, and mitigate risk. The creation of a Risk Register provides an accessible resource for documenting the SRM process, tracking the identified risks, and documenting the effectiveness of mitigation strategies in meeting defined safety objectives and performance measures. The draft Risk Register is presented in Figure 4.

FIGURE 4: DRAFT RISK REGISTER

Hazard	Type	Likelihood	Consequence	Resolution



As the SRM process progresses through the steps of identifying what may be wrong, what could happen as a result, and what steps Fort Bend Transit is taking to resolve the risk and mitigate the hazard, the CSO completes and publishes the various components of the Risk Register. These components include the use of safety hazard identification, safety risk assessment, and safety risk mitigation, as described in the following sections.

I. Safety Hazard Identification – 673.25(b)

Fort Bend Transit has a strategy in place to identify safety and operational risks based on individual vehicle assets. This strategy requires that all employees or contractors who perform maintenance and repairs to vehicles must complete a Risk Assessment prior to performing any work on a vehicle. The Risk Assessment process requires that employees or contractors who are about to perform a maintenance task must first confirm they possess the training, skills, knowledge, abilities, tools, and equipment to safely perform the task at hand.

In addition, Fort Bend Transit's *Operations Standards* require that no vehicle is placed into service that does not meet the minimum vehicle standards, is not in working condition according to acceptable practices or that does not meet applicable safety and operating standards for public transit vehicles. Vehicles placed into service must meet the minimum standards defined in the *Operations Standards*.

The Fort Bend Transit *Vehicle Maintenance Plan* is designed to protect County assets and ensure 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.

The contractor is required to furnish related policies, procedures, and/or reports, maintenance records, etc. The contractor will allow Fort Bend County and/or funding source representatives' access to vehicles, maintenance facilities, and/or documents as necessary to ensure compliance with contract provisions, operational standards, and applicable laws.

The contractor shall provide inspections, repairs, maintenance, 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 laws. Minimum preventive maintenance activities and inspections shall be performed and include periodic inspections and follow-up repairs. Preventative maintenance 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, etc.
- Wheelchair lifts, tie-downs, straps, etc. and/or fare collection and ticketing equipment.

Fort Bend Transit is working to implement the following expanded SRM process. The Fort Bend Transit SRM process is a forward-looking effort to identify safety hazards that could potentially result in negative safety outcomes. In the SRM process, a hazard is any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infra-structure of a public transportation system; or, damage to the environment.

Hazard identification focuses on out-of-the-norm conditions that need special attention or immediate action, new procedures, or training to resolve a condition that is unacceptable and return conditions to an acceptable level. Fort Bend Transit uses a variety of mechanisms for identifying and documenting hazards, namely:

- Through training and reporting procedures, Fort Bend Transit ensures personnel can identify hazards and that each employee clearly understands that the employee has a responsibility to immediately report any safety hazards identified to the employee's supervisors. Continued training helps employees to develop and improve the skills needed to identify hazards.
- Employee hazard training coupled with the ESRP ensures that Fort Bend Transit has full use of information from frontline employees for hazard identification.
- Upon receiving the hazard report, supervisors communicate the identified hazard to the CSO for entry into the Risk Register for risk assessment, classification, and possible mitigation.

- In carrying out the risk assessment, the CSO uses standard reporting forms (e.g. *Pre-and Post-Trip Inspection Forms* and *Vehicle Down Reports* to mitigate mechanical based safety hazards that are identified) and other reports completed on a routine basis by administrative, operations and maintenance. The Fort Bend Transit *System Safety and Security Plan* contains procedures for flagging and reporting hazards as a part of day-to-day operations.
- Supervisors are responsible for performing and documenting regular safety assessments, which include reporting and recommending methods to reduce identified hazards.
- Fort Bend Transit uses incident reports and records to determine specific areas of training that need to be covered with employees to ensure safety hazard identification is continually improved, and thus ensure that hazards are identified before an event recurrence.
- Incident reports are also analyzed by the risk management team to identify any recurring patterns or themes that would help to identify underlying hazards and root causes of the event that can be mitigated to prevent a recurrence.
- If a hazard is such that an employee would be reluctant to report the information due to perceived negative consequences (e.g. disciplinary action), alternative, anonymous reporting mechanisms are available through an anonymous suggestion box or anonymous online reporting form, or other secure mechanism.
- To increase the safety knowledge of our agency, the CSO, risk management personnel, and subject matter experts are also encouraged to participate in available professional development activities and peer-to-peer exchanges as a source of expertise and information on lessons learned and best practices in hazard identification.
- Other sources for hazard identification may include:
    - ESRP
    - Inspections of personnel job performance, vehicles, facilities, and other data
    - Investigations of safety events
    - Safety trend analysis of data currently collected
    - Training and evaluation records
    - Internal safety audits
    - External sources of hazard information could include:
        - FTA and other federal or state authorities
        - Reports from the public
        - Safety bulletins from manufacturers or industry associations

In addition to identifying the hazard, the hazard identification process also classifies the hazard by type (organizational, technical, or environmental) to assist the CSO in identifying the optimal combination of

departmental leadership and subject matter expertise to select in assembling the safety risk assessment team.

The various hazard types can also be categorized by subcategory for each type. For example, organizational hazards can be subcategorized into resourcing, procedural, training, or supervisory hazards. Each of the subcategories implies different types of mitigation strategies and potentially affect overall agency resources through varying costs for implementation. Technical hazards can be subcategorized into operational, maintenance, design, and equipment. Additionally, environmental hazards can be subcategorized into weather and natural, which is always a factor for every operation.

II. Safety Risk Assessment – 673.25(c)

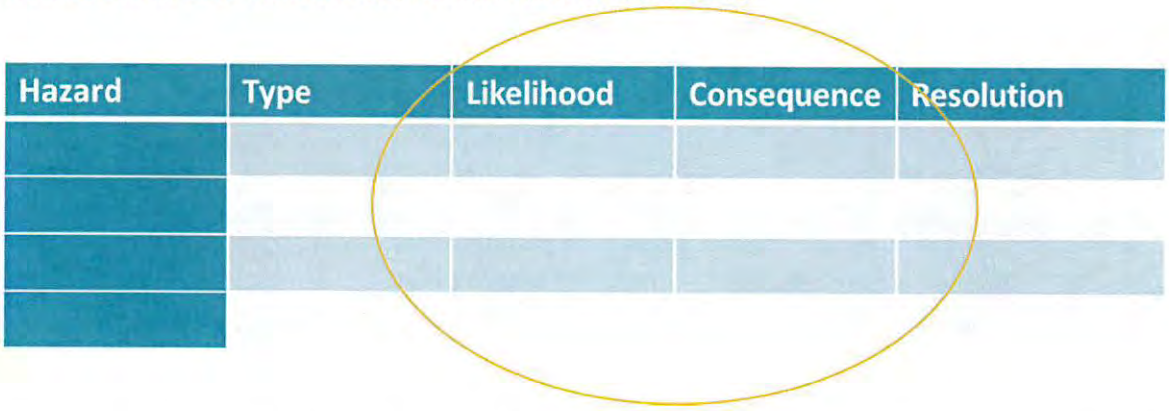
The Fort Bend County Risk Management Department assists in the development of departmental safety programs. The Risk Management Department, coordinates and investigates all County accidents resulting in serious injury to an employee, maintains the records of individual employee injuries, and recommend changes in procedure to prevent reoccurrence. The Risk Department coordinates and cooperates with the Fort Bend County Sheriff's Office internal investigation committee in the investigation of all accidents involving a County employee. In addition, the Fort Bend Transit Safety Committee is alert for and analyzes safety hazards, unsafe conditions, and recommended changes. The Fort Bend Transit Safety Committee also demonstrates practical safety and first aid skills and conducts safety meetings.

As part of the new SRM process, Fort Bend Transit will develop methods to assess the likelihood and severity of the consequences of identified hazards, and prioritizes the hazards based on the safety risk. The process uses the Risk Register described in the previous section to address the next two components.

To accurately assess risk, Fort Bend Transit may need to perform an investigation. Fort Bend Transit currently investigates accidents or crashes and will review to determine if their current *Accidents and Incidents Tracking Procedure* will need to be revised to inform the SRM process. In conjunction with the Fort Bend County Safety Manual (Appendix A), this procedure will be developed to cover all risk assessments. Once fully developed, the document will become the Investigation SOP. The SOP will include accident investigation procedures as well as risk investigation procedures. These procedures will be used to investigate risks identified from multiple sources including the ESRP.

Safety risk is based on an assessment of the likelihood of a potential consequence and the potential severity of the consequences in terms of resulting harm or damage. The risk assessment also considers any previous mitigation efforts and the effectiveness of those efforts. The results of the assessment are used to populate the third and fourth components of the Risk Register as presented in Figure 5.

FIGURE 5: SAFETY RISK ASSESSMENT STEPS IN POPULATING THE RISK REGISTER



Hazard	Type	Likelihood	Consequence	Resolution

The risk assessment is conducted by the CSO and their risk management team through the Fort Bend Transit Safety Committee supplemented by subject matter experts from the respective department or section to which the risk applies. The process employs a safety risk matrix, similar to the one presented in Figure 6, that allows the team to visualize the assessed likelihood and severity, and to help decision-makers understand when actions are necessary to reduce or mitigate safety risk.

FIGURE 6: SAFETY RISK ASSESSMENT MATRIX

RISK ASSESSMENT MATRIX				
SEVERITY / LIKELIHOOD	Catastrophic (1)	Critical (2)	Marginal (3)	Negligible (4)
Frequent (A)	High	High	High	Medium
Probable (B)	High	High	Medium	Medium
Occasional (C)	High	Medium	Medium	Low
Remote (D)	Medium	Medium	Low	Low
Improbable (E)	Medium	Low	Low	Low

Although the current version of the matrix relies heavily on the examples and samples that are listed on the PTASP Technical Assistance Center website, lessons learned from the implementation process during the coming years will be used to customize the matrix that Fort Bend Transit will use to address our unique operating realities and leadership guidance.

The Risk Assessment Matrix is an important tool. If a risk is assessed and falls within one of the red zones, the risk is determined to be unacceptable under existing circumstances. This means that management must take action to mitigate the situation. This is where SRMs are developed. If the risk is assessed and falls within one of the yellow zones, the risk is determined to be acceptable, but monitoring is necessary. If the risk falls within one of the green zones, the risk is acceptable under the existing circumstances.

Once a hazard's likelihood and severity have been assessed, the CSO enters the hazard assessment into the Risk Register that is used to document the individual hazard and the type of risk it represents. This information is used to move to the next step, which is hazard mitigation.

III. Safety Risk Mitigation – 673.25(d)

Upon completion of the risk assessment, the CSO and the safety committee continue populating the Risk Register by identifying mitigations or strategies necessary to reduce the likelihood and/or severity of the consequences. The goal of this step is to avoid or eliminate the hazard or, when elimination is not likely or feasible, to reduce the assessed risk rating to an acceptable level (Figure 7). However, mitigations do not typically eliminate the risk.

FIGURE 7: RISK REGISTER MITIGATION COMPONENT

Hazard	Type	Likelihood	Consequence	Resolution

To accomplish this objective, the CSO, through the risk management team, works with subject matter experts from the respective department or section to which the risk applies. The risk management team then conducts a brainstorming exercise to elicit feedback from staff and supervisors with the highest level of expertise in the components of the hazard.

Documented risk resolution and hazard mitigation activities from previous Risk Register entries and the resolution's documented level of success at achieving the desired safety objectives may also be reviewed and considered in the process. If the hazard is external (e.g., roadway construction by an outside agency) information and input from external actors or experts may also be sought to take advantage of all reasonably available resources and avoid any unintended consequences.

Once a mitigation strategy is selected and adopted, the strategy is assigned to an appropriate staff member or team for implementation. The assigned personnel and the personnel's specific responsibilities are entered into the Risk Register. Among the responsibilities of the mitigation team leader is the documentation of the mitigation effort, including whether the mitigation was carried out as designed and whether the intended safety objectives were achieved. This information is recorded in the appendix to the Risk Register for use in subsequent SA activities and to monitor the effectiveness of the SRM program.

B. Safety Assurance – 673.27 (a)

Safety Assurance means processes within the Fort Bend Transit SMS that function to ensure a) the implementation and effectiveness of safety risk mitigation, and b) Fort Bend Transit meets or exceeds our safety objectives through the collection, measurement, analysis and assessment of information.

SA helps to ensure early identification of potential safety issues. SA also ensures that safeguards are in place and are effective in meeting Fort Bend Transit's critical safety objectives and contribute towards SPTs.

I. Safety Performance Monitoring and Measuring – 673.27 (b)

As the first step in the Fort Bend Transit SA program, Fort Bend Transit collects and monitors data on safety performance indicators through a variety of mechanisms described in the following sections. Safety performance indicators can provide early warning signs about safety risks. Fort Bend Transit currently relies primarily on lagging indicators representing negative safety outcomes that should be avoided or mitigated in the future. However, initiatives are underway to adopt a more robust set of leading indicators that monitor conditions that are likely to contribute to negative outcomes in the future. In addition to the day-to-day monitoring and investigation procedures detailed below, Fort Bend Transit will review and document the safety performance monitoring and measuring processes as part of the annual update of this ASP.

MONITORING COMPLIANCE AND SUFFICIENCY OF PROCEDURES – 673.27 (B)(1)

Fort Bend Transit monitors our system for personnel compliance with operations and maintenance procedures and monitors these procedures for sufficiency in meeting safety objectives. A list of documents describing the safety-related operations and maintenance procedures cited in this ASP is provided in Appendix A of this document.

Supervisors monitor employee compliance with Fort Bend Transit SOPS through direct observation and review of information from internal reporting systems from both employees, contractors, and customers.

Fort Bend Transit addresses non-compliance with standard procedures for operations and maintenance activities through a variety of actions, including a revision to training materials and delivery of employee

and supervisor training if the non-compliance is systemic. If the non-compliance is situational, then activities may include supplemental individualized training, coaching, and heightened management oversight, among other remedies.

Sometimes personnel are fully complying with the procedures, but the operations and maintenance procedures are inadequate and pose the risk of negative safety outcomes. In this case, the cognizant person submits the deficiency or a description of the inadequate procedures to the SRM process. Through the SRM process, the SRM team will then evaluate and analyze the potential organizational hazard and assign the identified hazard for mitigation and resolution, as appropriate. The SRM team will also conduct periodic self-evaluation and mitigation of any identified deficiencies in the SRM process itself.

MONITORING OPERATIONS – 673.27(B)(2)

Supervisors and Managers are required to monitor reports of safety events and SRM resolution reports to monitor the department's operations to identify any safety risk mitigations that may be ineffective, inappropriate, or not implemented as intended. If it is determined that the safety risk mitigation did not bring the risk to an acceptable level or otherwise failed to meet safety objectives, then the supervisor resubmits the safety risk/hazard to the SRM process. The CSO will work with the supervisor and subject matter experts to reanalyze the hazard and consequences and identify additional mitigation or alternative approaches to implementing the mitigation.

II. Safety Event Investigation – 673.27(B)(3)

Fort Bend Transit currently conducts investigations of safety events. From an SA perspective, the objective of the investigation is to identify causal factors of the event and to identify actionable strategies that Fort Bend Transit can employ to address any identifiable organizational, technical or environmental hazard at the root cause of the safety event.

Safety Event Investigations that do identify and document the root cause of an accident or other safety event are a critical component of the SA process because they are a primary source for the collection, measurement, analysis, and assessment of information. Fort Bend Transit gathers a variety of information to help in identifying and documenting hazards, namely:

- It is important, from the outset, to recognize our role in the overall response to any emergency which may occur. The primary responders are the emergency services and civil authorities. They have tried and tested procedures to deal with all the core elements, for example:
    - Scene safety and prevention of escalation;
    - Casualty management (all aspects including search and rescue, evacuation of people to the hospital, recovery of any deceased, provision of rest and reception centers for the uninjured, collation and coordination of casualty information and provision of casualty information to relatives and the media);

- Scene preservation; and
- Formal post-incident investigation Our Emergency Response Procedures are designed to complement the work of the emergency services whilst also recognizing their primacy in the above areas. We will work with the emergency services in a coordinated way which demonstrates our primary focus is upon assisting those involved whilst also addressing the parallel business considerations.

- When an incident is reported which fits our definition of an emergency, we need to be able to:
  - Identify what level the incident fits within our emergency criteria;
  - Notify the key people;
  - Assess the implications and response needed;
  - Assemble and deploy a response team covering all key elements; and
  - Manage all elements of the incident response.
- To achieve this control of the emergency, we require two 'teams' to cover the following elements:
  - Management - the *Emergency Response Management Team* (ERMT); and
  - Scene response - the *Scene Response Team* (SRT).
- The work of these two teams is supported by processes and protocols addressing each of the following key areas:
  - Accommodation - the Emergency Response Room (ERR);
  - Communications;
  - Mobilization, call-out and response resilience;
  - Media; and
  - Health, safety and welfare.
- In most Level 1 and some Level 2 incidents, it will not normally be necessary or appropriate to implement all elements of this process in the manner outlined, e.g., the mobilization of a full ERMT and an ERR. However, it is important to recognize the issues which apply are the same and need to be addressed, albeit on a lesser scale. Any truncated response procedures we adopt must still address the key issues.
- The purpose of the ERMT is to manage, efficiently and effectively, all aspects of the incident itself. This includes:
  - Response at the scene;
  - Consequential impacts upon the business (locally not corporately);
  - Health, safety and welfare of staff;

- Welfare and support of passengers or other members of the public involved in the incident (in support of the emergency services); and

- Business continuity (as appropriate depending on circumstances). Through training and reporting procedures Fort Bend Transit ensures employees can identify hazards and that each employee clearly understands that the employee has a responsibility to immediately report any safety hazards identified to the employee's supervisors. Continued training helps employees to improve the skills needed to identify hazards.
- The CSO, working with content specialists, evaluates the incident report and other available information to determine the root cause of the accident/event. Follow up with driver or other cognizant parties may be necessary to elicit additional information.
- The CSO identifies any hazards noted in the incident report and refers those hazards to the SRM process.

MONITORING INTERNAL SAFETY REPORTING PROGRAMS – 673.27(B)(4)

As a primary part of the internal safety reporting program, our agency monitors information reported through the ESRP. When a report originating through the complaint process documents a safety hazard, the supervisor submits the hazards identified through the internal reporting process, including previous mitigation in place at the time of the safety event. The supervisor submits the hazard report to the SRM process to be analyzed, evaluated, and if appropriate, assigned for mitigation/resolution.

OTHER SAFETY ASSURANCE INITIATIVES

Because leading indicators can be more useful for safety performance monitoring and measurement than lagging indicators, Fort Bend Transit is undertaking efforts to implement processes to identify and monitor more leading indicators or conditions that have the potential to become or contribute to negative safety outcomes. This may include trend analysis of environmental conditions through monitoring National Weather Service data; monitoring trends toward or away from meeting the identified SPTs; or other indicators as appropriate.

C. Safety Promotion – 673.29

Management support is essential to developing and implementing SMS. SP includes all aspects of how, why, when and to whom management communicates safety-related topics. SP also includes when and how training is provided. The following sections outline both the safety competencies and training that Fort Bend Transit will implement and how safety-related information will be communicated.

I. Safety Competencies and Training – 673.29(a)

Fort Bend Transit provides comprehensive training to all employees regarding each employee's job duties and general responsibilities. This training includes safety responsibilities related to the

employee's position. In addition, regular driver safety meetings are held to ensure that safety-related information is relayed to the key members of our agency's safety processes.

As part of SMS implementation, Fort Bend Transit will be conducting the following activities:

- Conduct a thorough review of all current general staff categories (administrative, driver, supervisor, mechanic, maintenance, etc.) and the respective staff safety-related responsibilities.
- Assess the training requirements spelled out in 49 CFR Part 672 and the various courses required for different positions. (Fort Bend Transit is not subject to the requirements under 49 CFR Part 672 but will review the training requirements to understand what training is being required of other larger agencies in the event these trainings might be useful).
- Assess the training material available on the FTA PTASP Technical Assistance Center website.
- Review other training material available from industry sources such as the Community Transportation Association of America and the American Public Transportation Association websites.
- Develop a set of competencies and trainings required to meet the safety-related activities for each general staff category.
- Develop expectations for ongoing safety training and safety meeting attendance.
- Develop a training matrix to track progress on individuals and groups within the organization.
- Adjust job notices associated with general staff categories to ensure that new personnel understands the safety-related competencies and training needs and the safety-related responsibilities of the job.
- Include refresher training in all trainings and apply it to agency personnel and contractors.

II. Safety Communication – 673.29(b)

Fort Bend Transit regularly communicates safety and safety performance information throughout our agency's organization that, at a minimum, conveys information on hazards and safety risks relevant to employees' roles and responsibilities and informs employees of safety actions taken in response to reports submitted through the ESRP (noted in Section 3.A.I) or other means.

Fort Bend Transit Accountable Executive communicates safety-related information to the Fort Bend County Commissioners quarterly as required. In addition, Fort Bend Transit holds regularly scheduled meetings with drivers to ensure that any safety-related information is passed along that would affect the execution of the drivers' duties. Fort Bend Transit also posts safety-related and other pertinent information in common areas for all employees.

Fort Bend Transit will begin systematically collecting, cataloging, and, where appropriate, analyzing and reporting safety and performance information to all staff. To determine what information should be

reported, how the information should be reported and to whom, Fort Bend Transit will answer the following questions:

- What information does this individual need to do their job?
- How can we ensure the individual understands what is communicated?
- How can we ensure the individual understands what action must be taken as a result of the information?
- How can we ensure the information is accurate and kept up-to-date?
- Are there any privacy or security concerns to consider when sharing information? If so, what should we do to address these concerns?

In addition, Fort Bend Transit will review our current communications strategies and determine whether others are needed. As part of this effort, Fort Bend Transit has conducted, and will continue to conduct, a Safety Culture Survey to understand how safety is perceived in the workplace and what areas Fort Bend Transit should address to fully implement a safety culture at our agency.

5. APPENDIX A

TABLE 8: PTASP SUPPORTING DOCUMENTS

File Name	Revision Date	Document Name	Document Owner
safety_manual-risk management	1/1/2007	Fort Bend County, Texas Safety Manual	Fort Bend County
20196-01-15 Passenger Guidelines 2019 FINAL 01.15.19 (3).pdf	09/27/2022	Passenger Guidelines, A Citizen's Guide for Accessing Services and Operating Policies and Procedures	
16a1_Drug Free Workplace Policy.pdf	01/30/2021	Section 300 - DRUG-FREE AND ALCOHOL-FREE WORKPLACE	
2020-06-30 FBC Operation Standards.pdf	10/27/2020	FORT BEND COUNTY PUBLIC TRANSPORTATION DEPARTMENT OPERATIONS STANDARDS	
2018-10-01 FY19 FTA Master Agreement (25).pdf	10/1/2018		
20190621_PTASP_Document Review_Checklist_FortBendCounty.xlsx	6/21/2019		
EEO Section 103.01.pdf	09/10/2019	FORT BEND COUNTY EMPLOYEE INFORMATION MANUAL, 103 - EQUAL EMPLOYMENT OPPORTUNITY	
Fort Bend County Public Transportation - Annex S.pdf	4/21/2022		
Fort Bend County Employee Handbook	07/01/2021	Fort Bend County Employee Handbook	
Accident and Incident Procedure	6/19/2014	Fort Bend Transit Accident and Incident Procedure	
TAM Plan Final.docx	12/15/2021	Transit Asset Management Plan	Fort Bend County Public Transportation Department

A. Glossary of Terms

Accident: means an event that involves any of the following: a loss of life; a report of a serious injury to a person; a collision of transit vehicles; an evacuation for life safety reasons; at any location, at any time, whatever the cause.

Accountable Executive (typically the highest executive in the agency): means a single, identifiable person who has ultimate responsibility for carrying out the SMS of a public transportation agency, and control or direction over the human and capital resources needed to develop and maintain both the agency's PTASP, in accordance with 49 U.S.C. 5329(d), and the agency's TAM Plan in accordance with 49 U.S.C. 5326.

Agency Leadership and Executive Management: means those members of agency leadership or executive management (other than an Accountable Executive, CSO, or SMS Executive) who have authorities or responsibilities for day-to-day implementation and operation of an agency's SMS.

Chief Safety Officer (CSO): means an adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A CSO may not serve in other operational or maintenance capacity, unless the CSO is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

Corrective Maintenance: Specific, unscheduled maintenance typically performed to identify, isolate, and rectify a condition or fault so that the failed asset or asset component can be restored to a safe operational condition within the tolerances or limits established for in-service operations.

Equivalent Authority: means an entity that carries out duties similar to that of a Board of Directors, for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's PTASP.

Event: means an accident, incident, or occurrence.

Federal Transit Administration (FTA): means the Federal Transit Administration, an operating administration within the United States Department of Transportation.

Hazard: means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Incident: means an event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

Investigation: means the process of determining the causal and contributing factors of an accident, incident, or hazard, to prevent recurrence and mitigating risk.

Key staff: means a group of staff or committees to support the Accountable Executive, CSO, or SMS Executive in developing, implementing, and operating the agency's SMS.

Major Mechanical Failures: means failures caused by vehicle malfunctions or subpar vehicle condition which requires that the vehicle be pulled from service.

National Public Transportation Safety Plan (NSP): means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.

Occurrence: means an event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

Operator of a Public Transportation System: means a provider of public transportation as defined under 49 U.S.C. 5302(14).

Passenger: means a person, other than an operator, who is on board, boarding, or alighting from a vehicle on a public transportation system for travel.

Performance Measure: means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Performance Target: means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FTA.

Preventative Maintenance: means regular, scheduled, and/or recurring maintenance of assets (equipment and facilities) as required by manufacturer or vendor requirements, typically to maintain assets in satisfactory operating condition. Preventative maintenance is conducted by providing for systematic inspection, detection, and correction of anticipated failures either before they occur or before they develop into major defects. Preventative maintenance is maintenance, including tests, measurements, adjustments, and parts replacement, performed specifically to prevent faults from occurring. The primary goal of preventative maintenance is to avoid or mitigate the consequences of the failure of equipment.

Public Transportation Agency Safety Plan (PTASP): means the documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and this part.

Risk: means the composite of predicted severity and likelihood of the potential effect of a hazard.

Risk Mitigation: means a method or methods to eliminate or reduce the effects of hazards.

Road Calls: means specific, unscheduled maintenance requiring either the emergency repair or service of a piece of equipment in the field or the towing of the unit to the garage or shop.

Safety Assurance (SA): means the process within a transit agency's SMS that functions to ensure the implementation and effectiveness of safety risk mitigation and ensures that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Management Policy (SMP): means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of the agency's employees regarding safety.

Safety Management System (SMS): means the formal, top-down, data-driven, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Safety Management System (SMS) Executive: means a CSO or an equivalent.

Safety Objective: means a general goal or desired outcome related to safety.

Safety Performance: means an organization's safety effectiveness and efficiency, as defined by safety performance indicators and targets, measured against the organization's safety objectives.

Safety Performance Indicator: means a data-driven, quantifiable parameter used for monitoring and assessing safety performance.

Safety Performance Measure: means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Safety Performance Monitoring: means activities aimed at the quantification of an organization's safety effectiveness and efficiency during service delivery operations, through a combination of safety performance indicators and SPTs.

Safety Performance Target (SPT): means a quantifiable level of performance or condition, expressed as a value for a given performance measure, achieved over a specified timeframe related to safety management activities.

Safety Promotion (SP): means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Safety Risk: means the assessed probability and severity of the potential consequence(s) of a hazard, using as reference the worst foreseeable, but a credible, outcome.

Safety Risk Assessment: means the formal activity whereby a transit agency determines SRM priorities by establishing the significance or value of its safety risks.

Safety Risk Management (SRM): means a process within a transit agency's Safety Plan for identifying hazards, assessing the hazards, and mitigating safety risk.

Safety Risk Mitigation: means the activities whereby a public transportation agency controls the probability or severity of the potential consequences of hazards.

Safety Risk Probability: means the likelihood that a consequence might occur, taking as reference the worst foreseeable, but credible, condition.

Safety Risk Severity: means the anticipated effects of a consequence, should the consequence materialize, taking as reference the worst foreseeable, but credible, condition.

Serious Injury: means any injury which:

- Requires hospitalization for more than 48 hours, commencing within seven days from the date that the injury was received;
- Results in a fracture of any bone (except simple fractures of fingers, toes, or nose);
- Causes severe hemorrhages, nerve, muscle, or tendon damage;
- Involves any internal organ; or
- Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

Small Public Transportation Provider: means a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

State: means a State of the United States, the District of Columbia, or the Territories of Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.

State of Good Repair: means the condition in which a capital asset is able to operate at a full level of performance.

State Safety Oversight Agency: means an agency established by a State that meets the requirements and performs the functions specified by 49 U.S.C. 5329(e) and the regulations set forth in 49 CFR part 674.

Transit Agency: means an operator of a public transportation system.

Transit Asset Management (TAM) Plan: means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, to provide safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

Vehicle Revenue Miles (VRM): means the miles that vehicles are scheduled to or travel while in revenue service. Vehicle revenue miles include layover/recovery time and exclude deadhead; operator training; vehicle maintenance testing; and school bus and charter services.

B. Additional Acronyms Used

ASP: Agency Safety Plan

ERMT: Emergency Response Management Team

ERPM: Emergency Response Procedures Manual

ERR: Emergency Response Room

ESRP: Employee Safety Reporting Program

FAST Act: Fixing America's Surface Transportation Act

Fort Bend Transit: Fort Bend County Public Transportation

H-GAC: Houston-Galveston Area Council (the MPO for the urbanized region)

MAP-21: Moving Ahead for Progress in the 21st Century Act

MOU: Memorandum of Understanding

MPO: Metropolitan Planning Organization

NTD: National Transit Database

SOP: Standard Operating Procedure

SRT: Scene Response Team

TxDOT: Texas Department of Transportation

6. APPENDIX B

A. Commissioners Court Minutes or Resolution

Public Transportation Agenda Items for July 14, 2020:

Discussion Agenda Items:

- Agenda Item (25) Take all appropriate action on the Fort Bend County Public Transportation Agency Safety Plan.

Description: In compliance with Moving Ahead for Progress in the 21st Century (MAP-21) and the Fixing America's Surface Transportation Act (FAST Act), the FTA promulgated a Public Transportation Safety Program on August 11, 2016, that adopted Safety Management System (SMS) as the foundation for developing and implementing a Safety Program.



2023 Holiday Schedule

Approved by Commissioner's Court on September 13, 2022

All Fort Bend County offices
will observe the following holidays in 2023:

New Year's Day (observed)	**Monday, January 2, 2023**
Birthday of Dr. Martin Luther King, Jr.	**Monday, January 16, 2023**
Good Friday	**Friday, April 7, 2023**
Memorial Day	**Monday, May 29, 2023**
Juneteenth	**Monday, June 19, 2023**
Independence Day	**Tuesday, July 4, 2023**
Labor Day	**Monday, September 4, 2023**
Fort Bend County Fair Day	**Friday, September 29, 2023**
Veterans Day (observed)	**Friday, November 10, 2023**
Thanksgiving Day	**Thursday, November 23, 2023**
Day after Thanksgiving	**Friday, November 24, 2023**
Christmas Eve (observed)	**Friday, December 22, 2023**
Christmas Day	**Monday, December 25, 2023**

Note: The 2024 New Year's Day Holiday will be observed on Monday, January 1, 2024.

As a reminder, Fort Bend County Employee Information Manual Policy 507 requires full-time, non-exempt employees to work, or be on an excused and paid day off, both the workday before and the workday following the holiday in order to receive holiday pay.

Also note that paid days off, such as paid holidays, do not count as hours worked for the purpose of overtime or compensatory time calculation.

Attachment 13 - Reporting Checklists for Contracted Operators

a. Civil Rights
    i. ADA Complaints
    ii. EEO Quarterly Report

b. Finance
    i. Farebox Revenue Collection Form(s)
    ii. Invoice Supporting Documentation
        1. Daily Hour Reconciliation
        2. Daily Revenue Hours by Route
        3. Daily Fare Box Reconciliation
        4. Daily Fare Box Deposit Slips
        5. Fare Box Summary by Route Type
        6. Billing Adjustments (i.e. Break Bill Back; Routes Not Billed)
    iii. Daily Fare Box Summary – Weekly
    iv. Fare Box Tickets Collected
    v. Annual Report of Operating Expenses by Object Class and Expenses Function

c. Operations
    i. OTP Forgiveness - As needed
    ii. Reroute Report - As needed
    iii. Back Up Run - As needed
    iv. Pull-Out Report - Daily
    v. Performance Standards - Monthly
    vi. OTP Report - Daily
    vii. Dispatch Report - Daily
    viii. Trip Edits - Daily
    ix. Driver Callout , No shows, PT, Vacation report - Daily
    x. Request for Runs to be cut - Daily
    xi. Usage Report - Deadhead, Mileage, Hours, and fuel
    xii. PTN-128 Report Service data - Monthly & Annually
    xiii. Notification Use of Contractor Vehicle- As needed
    xiv. Third party Desk Review Form
    xv. Third party Site Visit form

d. Safety and Maintenance
    i. Safety
        1. Risk Register – Template
        2. Safety Inspection Report
        3. Safety Event Summary Report
        4. Pre/Post Trip Report
        5. Safety Sensitive Training Records
        6. Incident/Accident Reports
    ii. Drug and Alcohol

1. DAMIS

iii. Maintenance
    1. Preventive Maintenance Records
    2. Unscheduled Maintenance Report
    3. Out of Service Vehicles
    4. Mileage Records
    5. Vehicle Repair Records
    6. Warranty Repair Records
    7. Vehicle Inspection and Registration
    8. Wheelchair Lift Inspection Records

iv. Assets
    1. Contractor Owned Vehicle TERM Scale Report

e. Software
    i. Monthly ITS Report
        1. Conditions, Inventory, installation, or functionality consolidated into one report
        2. Camera Equipment
        3. Mobile Data Terminals
        4. Dispatch and Scheduling Software
        5. Annunciation Systems and Vehicle Signage
        6. Digital Display Infotainment System
        7. Desktop Equipment
        8. Real time GPS telematics tracker for service vehicles
        9. Wi-Fi equipment
        10. Provide current record of User Accounts and Employee IDs for all county owned technologies or scheduling software

ATTACHMENT 14

FORT BEND COUNTY PUBLIC TRANSPORTATION
SERVICE PLAN

SERVICE PLAN NAME	Demand Response
START DATE:	
END DATE:	
SERVICE DAYS:	Monday through Friday, excluding Recognized County Holidays
HOURS OF OPERATION:	Hours of Operations range between 6:00 AM to 6:00 PM
NUMBER OF VEHICLES	23
MINIMUM SERVICE HOURS PER DAY PER VEHICLE:	-
MAXIMUM SERVICE HOURS PER DAY PER VEHICLE:	12.0
RATE PER HOUR (COUNTY OWNED VEHICLE):	
RATE PER HOUR (CONTRACTOR OWNED VEHICLE):	
FARE RATE(S):	$1.00 per person each way; Tickets accepted as well.

GENERAL SERVICE DESCRIPTION

General Public Demand Response service averaging 260 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 Contractor Authorized Signature

Date

FORT BEND COUNTY PUBLIC TRANSPORTATION
SERVICE PLAN

SERVICE PLAN NAM	Guaranteed Ride Home
START DATE:	END DATE:
SERVICE DAYS:	Monday through Friday, excluding Recognized 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:	-
MAXIMUM SERVICE HOURS PER DAY PER VEHICLE	As Needed
RATE PER HOUR (COUNTY OWNED VEHICLE):	
RATE PER HOUR (CONTRACTOR OWNED VEHICLE):	
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 Contractor Authorized Signature

Date

FORT BEND COUNTY PUBLIC TRANSPORTATION
SERVICE PLAN

SERVICE PLAN NAME	Texas Medical Center
START DATE:	
END DATE:	
SERVICE DAYS:	Monday through Friday, excluding Recognized County Holidays
HOURS OF OPERATION:	Hours of Operation Range Between 4:00 AM to 9:00 PM
NUMBER OF VEHICLES	10
MINIMUM SERVICE HOURS PER DAY PER VEHICLE:	-
MAXIMUM SERVICE HOURS PER DAY PER VEHICLE:	7.1
RATE PER HOUR (COUNTY OWNED VEHICLE):	
RATE PER HOUR (CONTRACTOR OWNED VEHICLE):	
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.

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 Contractor Authorized Signature

Date

FORT BEND COUNTY PUBLIC TRANSPORTATION
SERVICE PLAN

SERVICE PLAN NAME	Galleria/Post Oak Commuter Service
START DATE:	
END DATE:	
SERVICE DAYS:	Monday through Friday, excluding Recognized County Holidays
HOURS OF OPERATION:	Hours of Operation Range Between 4:00 AM to 9:00 PM
NUMBER OF VEHICLES	2
MINIMUM SERVICE HOURS PER DAY PER VEHICLE:	-
MAXIMUM SERVICE HOURS PER DAY PER VEHICLE:	6.1
RATE PER HOUR (COUNTY OWNED VEHICLE):	
RATE PER HOUR (CONTRACTOR OWNED VEHICLE):	
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.

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 Contractor Authorized Signature

Date

FORT BEND COUNTY PUBLIC TRANSPORTATION
SERVICE PLAN

SERVICE PLAN NAME	Greenway
START DATE:	
END DATE:	
SERVICE DAYS:	Monday through Friday, excluding Recognized County Holidays
HOURS OF OPERATION:	Hours of Operation Range Between 4:00 AM to 9:00 PM
NUMBER OF VEHICLES	3
MINIMUM SERVICE HOURS PER DAY PER VEHICLE:	-
MAXIMUM SERVICE HOURS PER DAY PER VEHICLE:	5.3
RATE PER HOUR (COUNTY OWNED VEHICLE):	
RATE PER HOUR (CONTRACTOR OWNED VEHICLE):	
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.

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 Contractor Authorized Signature

Date

FORT BEND COUNTY PUBLIC TRANSPORTATION
SERVICE PLAN

SERVICE PLAN NAME	Emergency Management Services
START DATE:	END DATE:
SERVICE DAYS:	On Call As Needed
HOURS OF OPERATION:	On Call As Needed
NUMBER OF VEHICLES	To Be Determined
MINIMUM SERVICE HOURS PER DAY PER VEHICLE:	To Be Determined
MAXIMUM SERVICE HOURS PER DAY PER VEHICLE	To Be Determined
RATE PER HOUR (COUNTY OWNED VEHICLE):	
RATE PER HOUR (CONTRACTOR OWNED VEHICLE):	
FARE RATE(S):	Not Applicable

GENERAL SERVICE DESCRIPTION

Fort Bend County is located near the Texas Gulf Coast, has two major river ways traversing the County, and has chemical and electrical plants located within the County. The County is active with emergency preparation and response and has on more than one occasion evacuated segments of the population.

CONTRACTOR RESPONSIBILITIES

The Contractor(s) selected to provide services under this proposal will be required to participate in these activities and to provide transportation services, equipment, and staffing during emergency events. Emergency evacuation activities could include transporting Fort Bend County residents out of the County or assisting other local Gulf Coast area governmental entities with their life safety needs. During an emergency event, the County may utilize the services of other Contractors that have available resources (i.e., drivers, buses, etc.). Contractor staff may be required to stay in area shelters and/or other lodging provisions provided by the County. Charges for services during an emergency event related to supervisors, dispatchers, driver overtime, compensation, lodging, and meals may be allowed when applicable and will be negotiated at the time of the emergency.

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 Contractor Authorized Signature

Date

ATTACHMENT 15

FORT BEND
TRANSIT

Guidelines for Contracted Transit Service Providers

FORT BEND COUNTY PUBLIC TRANSPORTATION DEPARTMENT

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Purpose

The Guidelines for Contracted Transit Services establishes the expectations and requirements for Contracted Transit Service Providers.
Activities necessary for the success of the service are outlined in this document and will be used as an expandable guideline as transportation services grow. Through effective and cooperative monitoring, we intend to maintain the quality and integrity of our transit program.

Agency Overview

Fort Bend County (FBC) (hereafter referred to as the "County") officially formed a Public Transportation Department (hereinafter referred to as Fort Bend Transit (FBT)) in June 2005 to provide residents with safe and efficient public transportation services while maintaining service quality and customer satisfaction.
FBT is committed to operating a public transportation system that offers reliable, accessible, and convenient services with safe vehicles and facilities. FBT provides approximately 392,000 annual passenger trips (data from October 2018 – September 2019) to destinations in Fort Bend and Harris Counties. The services provided are Demand Response and Commuter Park and Ride Services.

Goals and Objectives

The Contractor shall furnish, operate, and perform transit services in a lawful, safe, efficient, economical, and first-class manner, exercising the highest standard of care for passengers, and in accordance with the Guidelines for Contracted Transit Services, and specifications determined and set forth herein by the County. The Guidelines for Contracted Transit Services and recommended practices focus on the following goals and objectives:

Goals

- Provide safe, reliable, efficient, comfortable, and clean public transit services.
- Ensure the minimum appropriate resources required for operating public transit services.
- Provide adequate technical support for the County's Intelligent Transportation Technologies (ITS) utilized in service operations.
- Ensure the safety of public transit users, administrative staff, and operations staff.
- Ensure a positive passenger experience by performing the core principles of customer service
- Minimize equipment failure, vehicle down-time, maintenance, and replacement costs.

Performance Targets

- Maintain 85% - 89.99% of on-time performance (OTP) target for demand response and 90% to 94.99% for commuter bus time point stops as determined by the County.
- Maintain an adequate driver retention rate on demand response and commuter bus service routes to ensure the best performance possible.
- Minimize disruptions to transit services by maintaining operable equipment and vehicles necessary for services.
- Ensure compliance with the County's Public Transportation Agency Safety Plan (PTASP), safety performance, and system reliability targets for the operations of demand response and commuter services.
- Maintain a high-quality maintenance program and adhere to Preventative Maintenance and Replacement Schedule while performing periodic inspections and management oversight.

Recommended Personnel for the County's Contracted Services

The adopted organizational chart for the County's contracted services should include the number of staffing positions to perform administration, maintenance, safety, and operations duties. The Contractor has the discretion to hire positions different from the County's recommendations with the County's written approval. The County requires the Contractor to ensure sufficient coverage to execute the Scope of Services and Service Plans required per contract. **Table 1** is the recommended minimum staffing for the contractor. If the contractor requires additional staffing to ensure sufficient coverage, please note below.

Table 1: Recommended Staffing for Contractor

ID	Titles	Minimum Count
	Management Personnel	
M1	General Manager	1
	Operations Personnel	
O1	Operations Manager	1
O2	Safety and Security Training Manager	1
O3	Road Supervisor	1
O4	Dispatchers (Two (2) in the AM and two (2) in the PM)	4
O5	Shop Foreman	1
O6	Maintenance Manager	1
O7	Mechanics	5
O8	Service Operators (CDL)	43
	Administration Personnel	
A1	ITS Specialist	1
A2	Customer Service Specialist	1

(M1) General Manager

- Daily communication and interaction with all staff.
- Organize and conduct activities to assure safe, cost-effective, on-time operating performance.
- Meet with Fort Bend County at least once weekly on all responsibilities or requirements.
- Overseeing, directing, and managing the day-to-day responsibilities outlined per the County's contract for transportation services.
- Ensures all contracted personnel adhere to all County policies related to the use of County facilities including operating hours, safety, and security procedures.
- Establish and maintain an up-to-date listing of all safety-sensitive personnel.
- Establish a training program for all personnel utilized for contract services meeting the minimum training requirements set by grant funding sources and/or the County.
- Be available and responsive to Fort Bend County for attendance at meetings with the public, advisory groups, customer committees, or other meetings as required.
- Corresponds directly with Fort Bend County staff on compliance and operational issues and ensures accuracy of data through direct examination of records and cross-comparison with other reporting and analytical mechanisms as needed.
- Implements and enforces contract requirements and continuously evaluates the effectiveness of contract provisions.
- Develops and maintains positive working relationships with Fort Bend County staff to maximize operational support, credibility, and perceived responsiveness.
- Reviews operational data for accuracy and completeness, compares operational data with Fort Bend County service feedback and directs operational changes to improve performance and enhance the customer experience.
- Coordinates emergency procedures and ensures that all personnel are properly notified regarding matters potentially adversely impacting operations.
- Notify Fort Bend County regarding all incidents, accidents, extreme weather-related emergencies, and civil disturbances.
- Ensures performance indicators meet or exceed customer and Fort Bend County expectations.
- Ensures division goals and objectives are met or exceeded.
- Ensures subordinate staff is well trained and successful.
- Ensures all company policies and procedures are in place and being followed.
- Ensures the company vision, values, and culture are understood, communicated, and promoted throughout operations.
- Ensures liquidated damages are kept to a minimum and failures are corrected.
- Develops and maintain positive employee and labor relations.
- Directly oversees Operations, Safety, and Maintenance department managers.
- Successfully manages the Operations Department's annual budget.
- Ensures compliance with the County PTASP

- Oversees successful completion of all related audits including those conducted by Fort Bend County and by Federal and State regulatory agencies.

(O1) Operations Manager

- Assumes responsibility of the General Manager during his/her absence.
- Oversees day-to-day contracted public transportation services to include but not limited to transit operations, scheduling, performance, passenger questions, and incident/accidents to ensure departmental objectives are being carried out.
- Oversees and ensures contracted personnel adhere to the scope of work as written in the Contract as well as Standard Operating Procedures, Passenger Guidelines, and any other standards set forth under the contracted services.
- Provides day to day oversight of operators, supervisor personnel, and dispatchers.
- Communicate with Fort Bend Transit Operations Manager on all aspects of the operations.
- Provide morning and evening updates of On-Time Performance for Demand Response and Commuter Services as it relates to pick-up time, appointments, pull-out, and other events as requested.
- Responds to complaints by providing investigation and corrective actions within three (3) business days of receiving complaints.
- Provides training to the dispatcher(s) to ensure the successful use of the County's scheduling and dispatching software, communication with drivers and managing communication with customer calls regarding day-of services inquiries.
- Ensures dispatch log is completed accurately and detailed daily.
- Communicate to Fort Bend Transit Operations Manager in the event a BUR, late pullout, open routes, and Contractor vehicles will be used on a route.
- Responds to inquiries during the Trip Edit Process within three (3) business days.
- Reports any day-of services regarding major violations, service days, and incidents.
- Completes operations reports as requested.

(O2) Safety/Security Training Manager

- Ensures all safety manuals, programs, policies, and practices are current and meet the needs of the operating divisions.
- Maintains safety metrics in compliance with the County PTASP.
- Resides as the expert in safety/training compliance and regulations.
- Ensures all new hires meet minimum general qualifications for each division including background and DMV checks.
- 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.
- Leads the division in the area of safety organization regarding classroom and behind the wheel instruction according to corporate and client specifications in all aspects.
- Completes daily paperwork on schedule adherence checks, uniform inspections, daily supervisor reports, and accident and incident reports.
- Notifies the County of accidents and incidents immediately and completes accident investigation and associated reports within 24 hours.
- Performs related duties as directed.

(O3) Road Supervisor(s)

- Supervises drivers.
- Communicates job requirements and responsibilities to drivers.
- Takes responsibility for day-to-day scheduling, counseling, and evaluation reports to management.
- Observes drivers on the road and correct safety problems on the scene while documenting violations.
- Manages driver paperwork including timesheets payroll sheets, driver's logs, pre/post trip forms, and recap sheets. Paperwork should be collected and reconciled daily.
- Coordinates and monitors personnel matters including instructing, evaluating performance, maintaining standards, and recommending discipline up to and including termination. Ensure that all personnel decisions comply with state and federal law and company policies.
- Assist drivers on their routes with emergency or unusual situations including accidents, out-of-service vehicle changes, and simple maintenance and repairs when needed.
- Checks bus routes, bus stops, and shelters for hazards, detours, or any unusual conditions which would affect bus operations or passenger safety. Make recommendations to improve routes and passenger transport.
- Performs daily checks for vehicle cleanliness and safety, and driver customer service skills.
- Receives and document customer complaints and commendations, investigate the report and resolve issues with the customer.
- Completes daily paperwork on schedule adherence checks, uniform inspections, and daily supervisor reports.
- Conducts on-the-scene accident investigations, assists drivers in preparing accident reports, OSHA reports, and applicable safety violation documentation.
- Liaisons between drivers and both clients and organizations in customer service issues.
- Evaluates and monitors driver safety and performance, as well as compliance in legal, employment, and labor policy matters.
- Assists in dispatching, driving, interviewing, and miscellaneous clerical tasks as needed.
- Perform related duties as directed.

(O4) Dispatcher(s)

- Maintains the original schedule, as much as possible.
- Completes daily Pullout log accurately and detailed.
- Completes daily dispatch log accurately and detailed.
- Resolves service issues and provide excellent customer service.
- Responds to customer inquiries and needs promptly.
- Answers phone calls from customers promptly.
- Serves as an intake person for customer complaints and compliments.
- Schedules re-routes for day of service for passengers as needed.
- Maintains live updates of the dispatching and scheduling software system.
- Maintains logs of radio transmissions with drivers, telephone calls, and other pertinent information and facts.
- Completes a variety of daily reports and clerical duties.
- Receives and dispatches radio calls to drivers on route.
- Complies with and promotes safe practices in agreement with the safety rules and procedures as stated in the contract.
- Answers and directs business calls to appropriate personnel
- Provides bus estimated time of arrival (ETA) and day-of service information to phone-in customers.
- Performs related duties as directed.
- At least one (1) Spanish-speaking dispatcher each shift.

(O5) Shop Foreman

- Properly prioritizes, implements, and manages work schedules, projects, and assignments.
- Tracks and controls part inventories, vendors, and suppliers.
- Manages the financial / accounting aspects of a fleet maintenance operation.
- Communicates with all levels of staff in written and oral formats.
- Possesses computer skills including word processing, spreadsheets, and Microsoft Outlook.
- Possesses technical competence with vehicle repair and preventive maintenance.
- Displays initiative, professionalism, candor, and tact at all times.
- Performs related duties as directed.

(O6) Maintenance Manager

- Schedules and administers fleet maintenance and assists in troubleshooting problems with equipment.
- Maintains vehicle system reliability and mean distance between major mechanical breakdowns in accordance with the County PTASP.
- Provides weekly vehicle down list to the County.
- Communicates availability of vehicles for service with dispatch and other operations personnel.

- In relation to subordinates, is responsible for hiring, firing, 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).
- Responsible for the daily upkeep of the maintenance shop.
- Performs and documents risk analysis of maintenance tasks.
- Supports asset TERM Scale assessments for the County.
- 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.
- Reviews repair orders.
- May order fuel for vehicles, order parts, and subcontract repair work.
- Initiates and implements projects that improve efficiency and/or reduce operating costs.
- Ensures that maintenance technicians are trained on current operating procedures, are properly equipped, and are motivated so that the maintenance program can be accomplished in a safe, timely, and cost-effective manner.
- Perform related duties as directed.

(O7) Mechanic(s)

- Attends unit in-service and safety meetings to convey and/or gather information required to perform job functions.
- Diagnoses vehicle malfunctions (e.g., using computers, analyzers, etc.) for determine and/or replacements.
- Fabricates parts to ensure items necessary for repairs.
- Inspects assigned vehicles (e.g., brake system, oil levels, coolant, tire pressure, wiper blades, fan belts, exterior and interior condition, etc.) for the purpose of ensuring that the vehicle is in a safe operating condition.
- Installs vehicle components, parts, and accessories (e.g., glass, cameras, brakes, starters, engines, etc.) for the purpose of ensuring vehicles can operate safely.
- Maintains tools, equipment, and/or shop area for the purpose of ensuring the availability of tools, equipment, and safety within the workspace.
- Oversees mechanics and other assigned personnel in the absence of the shop foreman for the purpose of ensuring that assignments are completed in compliance within established guidelines.
- Supports onboard vehicle camera repair, and replacement.
- Conducts maintenance and troubleshooting, repair and replacement of electrical ITS onboard systems.
- Performs minor body work (e.g., front ends, fenders, upholstery, etc.) for the purpose of maintaining the appearance and safe operation of the vehicles.
- Perform road checks during inclement weather for the purpose of ensuring it is safe to operate buses on the roadways. Performs routine vehicle maintenance program (e.g., oil

change, brake check, etc.) for the purpose of maintaining vehicles in a safe operating condition and meeting mandated requirements.
- Prepares written materials (e.g., repair and maintenance logs, parts lists, warranty claims, etc.) for the purpose of documenting activities, providing written references, and meeting mandated requirements.
- Repairs vehicle systems and components, etc. (e.g., diesel/gasoline engines, transmissions, differentials, clutches, exhaust systems, etc.) for the purpose of ensuring the availability of vehicles in safe operating condition.
- Responds to road calls regarding disabled vehicles (e.g., on call seven days a week) for the purpose of performing emergency repair work in the field.
- Perform related duties as directed.

(O8) CDL Service Operators

- Possession of a valid Texas driver's license.
- Current possession of a valid Texas Commercial Driver's license (CDL), Class B with passenger transport, and any additional licenses as may be required by state or federal regulatory agencies.
- Complies with ADA requirements in delivering services.
- Complies with local traffic regulations.
- Maintains DOT card.
- Promotes safety awareness and follows safety procedures to reduce or eliminate accidents.
- Conducts a thorough pre/post trip inspection of the vehicle prior to operation daily.
- Maintains a professional, well-groomed appearance.
- Must be subject to a criminal history check and meet County minimum pre-employment criteria for criminal history.
- Must pass pre-employment drug and alcohol testing according to FTA regulations.
- No DWI or DUI convictions.
- No more than two (2) moving violations within the last three (3) years of driving.
- No more than one (1) at-fault accident during the previous three-year period.
- Ability to legibly complete necessary forms and reports.
- Ability to physically assist passengers in boarding and alighting vehicles, including assistance with packages, shopping bags, luggage, etc., and the ability to lift a minimum of 50 lbs.
- Must be physically able to assist passengers who use wheelchairs, to appropriately board, secure, and remove wheelchair riders in/from the vehicle.
- Must be physically able to assist passengers who use wheelchairs, down one step or curb and open and close the door of the vehicle for the passenger.

(A1) Intelligent Transportation System (ITS) Specialist

Coordinate with Fort Bend County ITS Manager to maintain software and hardware functionalities related, but not limited to:

- Camera Equipment

- Mobile Data Terminals
- Dispatch and Scheduling Software
- Annunciation Systems and Vehicle Signage
- Digital Display Infotainment System
- Desktop Equipment
- Real time GPS telematics tracker for service vehicles
- Perform related duties as directed

(A2) Customer Service Specialist

- Maintains customer schedules, resolve service issues, and provide excellent customer service.
- Responds to customer inquiries and needs promptly.
- Coordinates with County staff to investigate and respond to customer complaints.
- Perform related duties as directed.

Expectations of Contracted Personnel for Transportation Services

General

The Contractor shall assume responsibility for the Scope of Services, and Service Plans(s), and shall provide all necessary supervision and coordination of activities to complete its requirements subject to approval from the County.

The Contractor may provide transit vehicle operators, mechanics, supervisors, administrative personnel, fluids needed to service and operation maintenance of the vehicles, scheduling, dispatching, and other personnel services necessary for providing the transit services required by and in accordance with the Contract.

All Contractor personnel are expected to treat passengers and the public courteously. This includes Contractor personnel who answer telephones, supervisors, maintenance staff, subcontractors, and bus operators. The Contractor shall provide friendly and responsive personnel to client's concerns and the ability to use tact and diplomacy while interacting with others and carrying out their duties. Personnel must maintain a neat, clean, and professional appearance and be presentable to the public at all times.

Qualifications

The Contractor represents that it has and agrees to provide personnel with the professional classifications, skills, and expertise required to perform the contracted services.

Hiring and Retention

The Contractor must establish and maintain minimum hiring and retention standards for personnel as defined by the funding source and County minimum standards. Hiring, retention, and performance standards must also include prudent safety and security measures. Employees

must be subject to a criminal history check and meet County minimum hiring criteria for criminal history. Personnel violating any of the minimum hiring performance and retention standards approved by the County must be immediately removed from performing services under the service contract.

Service Operators Retention Requirements

The Contractor shall establish driver conduct standards to ensure exemplary customer service and to adhere to appropriate safety and security procedures. For safety reasons, the Contractor's driver standards must include prohibitions of the use of cell phones, texting, or performing data entry while the vehicle is in motion. Drivers must maintain the ability to contact dispatcher stations at all times. Driver conduct standards are subject to approval by the County at contract inception and at any point during the contract period that the Contractor changes such standards and/or practices.

Table 2 & Table 3 displays the Driver Hiring and Retention Standards, respectively.

Table 2: Driver Hiring Standards
Must be subject to a criminal history check and meet County minimum pre-employment criteria for criminal history.
Must pass pre-employment drug and alcohol testing according to FTA regulations.
No DWI or DUI convictions.
No more than two (2) moving violations within the last three (3) years of driving.
No more than one (1) at-fault accident during the previous three-year period.
Ability to read, write, speak, and understand English.
Ability to complete necessary forms and reports legibly.
Ability to physically assist passengers in 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 passengers who use wheelchairs or other mobility devices, to appropriately board, secure, and remove wheelchair riders in/from the vehicle.
Must be physically able to assist passengers who use wheelchairs or other mobility devices, down one step or curb and open and close the door of the vehicle for the passenger.
Must receive required pre-employment training.

Table 3: Driver Retention Standards
Must meet County minimum risk and hiring standards throughout their tenure.
Must report criminal convictions and traffic violations and be subject to periodic background checks.
Must participate in a drug and alcohol testing program complying with FTA regulations.
Must meet the requirements of all applicable driving laws and regulations.
Must meet licensure requirements established by the State of Texas for the vehicle(s) utilized.
No DWI or DUI convictions.

No more than one (1) moving violation within a one (1) year period.
No substantiated speeding or reckless driving occurrences within a one (1) year period.
No more than one (1) at-fault accident within a one (1) year period.
Must meet annual training requirements.

Appearance and Dress Code

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

Uniforms must be worn in a neat, clean, and pressed condition. Uniforms with tears and/or stains shall not be worn. Contractor shall require operators to wear uniforms approved by Fort Bend County. It is the Contractor's responsibility to replace uniforms when they become faded or lost. Uniforms shall be distributed to all operators prior to the first day of service.

Safety Sensitive Personnel

Operations personnel for the County's contracted transportation services are considered safety-sensitive personnel. Safety Sensitive personnel are defined as all personnel meeting the definition for Safety-Sensitive Personnel provided in the U.S. Department of Transportation (USDOT), Federal Transit Administration (FTA), Drug and Alcohol Testing Program Requirements. Safety sensitive personnel are subject to the FTA Drug and Alcohol Testing requirements defined in 49 CFR Part 655.

Personnel performing sensitive safety duties must receive additional training as outlined in the training section below.

Continuity of Service (COS) Plan

The Contracted Operator for Transportation Services is responsible for developing a continuity of service plan and providing an organization chart with back up staff identified to ensure the minimum requirements for service operators and key personnel are met when there is a:

- No call/No show
- Sick Time
- Vacation Time
- Paid Time Off (PTO)
- Resignation/Termination

This plan establishes protocols and creates recovery systems in case of any emergency and planned time off.

Contracted Transportation Services Procedures by Category

This section is designed to provide the Contractor with detailed information to support the oversight and management of transportation services for the County by category. It is the

responsibility of the Contractor to establish procedures to meet the requirements and standards outlined in this document.

The County categorizes its Operating Standard components as follows:

- Service Operations
- Transit Fare Collection & Financial Reporting
- Maintenance
- Assets
- Property
- Civil Rights
- Intelligent Transportation Systems
- Emergency Management

Service Operations

Transit Service Modes – Commuter and Demand Response

Fort Bend County Public Transportation operates two service modes: commuter and demand response.

Commuter Services are available to transit users from three (3) park and ride lot locations: Fort Bend County Fairgrounds in Rosenberg, University of Houston – Sugar Land, and AMC Theatre at First Colony. Commuter Service operates during peak hours Monday through Friday, excluding County acknowledged holidays, with routes starting as early as 4:30 am and ending as late as 9:00 pm.

Demand Response Service is a curb-to-curb, shared-ride service that covers all of Fort Bend County. Customers must register for the service over the phone through the County's reservation system at least one (1) day in advance or up to thirty (30) days in advance. Demand Response Service operates Monday through Friday, excluding County acknowledged holidays, from 8:00 am until 5:00 pm.

The County's Commuter and Demand Response services are performed according to its respective service schedules.

Scheduling Types for Commuter and Demand Response Modes

Scheduling for Fort Bend County's Public Transportation riders can be defined by two types: planned scheduling and day-of scheduling.

- **Planned Scheduling** are schedules created by the County for Demand Response and Commuter services. Demand Response is a variable schedule dependent upon the level of demand. Commuter schedules are fixed and are reviewed annually to discuss potential changes.

- **Day of Scheduling** is alternatively used when an event or situation makes it impossible to execute the planned schedule created by County staff. Rerouting is a day of- tool used for demand response schedules. The following events could result in a reroute of a demand response schedule:
- **Driver Callout –** A driver is not available to perform the service route assigned by the Contractor.
- **Vehicle Failures** – A vehicle cleared for services, but mechanical issues occurred that impacted service.
- **Accident/Incident –** An event that disrupts services, which may require contracted operators to perform a backup run to support the service schedule.
- **Emergency Situation(s)** – A natural disaster or emergency event that is beyond the control of the contracted operator, which delays or interrupts the advance schedule for demand response services.

Route Identification (ID) for Transit Service Schedules

Route IDs for transit services modes are displayed on service schedules located on the County's website at https://www.fortbendcountytx.gov/government/departments/public-transportation/services/commuter-park-and-ride-services, and route IDs are coded in the County's scheduling and dispatching software. See **Table 4** below for route ID.

Table 4: Route ID	
Route Name	**ID**
Texas Medical Center	TMC
Greenway	GRNWAY
Galleria	GAL
Demand Response	FB

Reservations and Scheduling

The County will provide scheduling activities and passenger scheduling and dispatching equipment and software to Contractor.

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.

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.

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

Service Operators (Drivers)

The Contractor shall also establish driver conduct standards to ensure exemplary customer service and to adhere to appropriate safety and security procedures. For safety reasons, the Contractor's driver standards must include prohibitions of the use of cell phones, texting, or performing data entry while the vehicle is in motion. Drivers must maintain the ability to contact dispatcher stations at all times. Driver conduct standards are subject to approval by the County at contract inception and at any point during the contract period that the Contractor changes such standards and/or practices.

Pre-Service Day Standards

- Assign drivers and vehicles to the advanced schedule at least 8 hours before service begins. Drivers and Vehicle Assignments must be updated in the County's dispatch and scheduling software no later than 8:00 AM on the service day.
- Ensure CDL drivers obtain the necessary training and licensing requirements before operating a vehicle used in services.
- Verify that all vehicles assigned on each route are not out of service and can be safely added to a service schedule.
- Ensure an adequate amount of service operators, including standby operators, are readily available to perform service schedules.
- Prepare and organize next day service documents such as pre-and post-inspection forms

Day-Of Services Standards

Dispatching and Customer Engagement Standards

- The Contractor provided dispatch personnel should have the necessary experience, expertise, and equipment to be proficient in passenger scheduling, emergency operations, driver support, and customer service practices.
- Dispatcher(s) should be proficient in monitoring and moving trips around, as needed, throughout the service day to ensure trips are performed on time, efficiently, and effectively.
- Dispatcher(s) should be aware of early drop-off limits and adjust trips accordingly.
- Dispatch will engage customers regarding day-of service inquiries only.
- Dispatch could interact with customers under the following circumstances:
    - **Cancellation of day of trips.** The subsequent trip(s) should be cancelled if the passenger does not call within three (3) hours of the scheduled trip if it is still needed. Re-book trip(s) is based on availability. Dispatch should assign the appropriate schedule status to cancel trips in Fort Bend Transit Scheduling and Dispatching software as it relates to the following conditions:
        - Late Cancel – A trip that the client called in to cancel the day of service and the ride is estimated to be performed within the pickup window.
        - Advance Cancel – Miss Trip - A trip that the client called to check ETA but the trip will not be performed within the pickup window.
        - Cancel at Door – The driver was within pickup window but the client declined the trip.

        - COVID-19 – When a client calls in to report that they have to cancel the trip because they have COVID-19.

    - **Updates for vehicle arrival and departure times.** Dispatching services and schedule updates are to be managed by dispatch during all hours in which a vehicle is in service.
    - **Customer complaints regarding day of services.** If a service operator is running late for a service run, and the customer calls to express concerns, then dispatch and/or designated customer service representatives for day of service management should address and resolve the customer's comment or complaint.
    - **Call management.** The Contractor is required to ensure that telephones are answered when vehicles are in service. All calls are to be answered promptly and courteously. Calls should not be placed on hold for more than five minutes without prior notification to the caller. Individuals answering calls are to identify themselves by name upon answering calls.
    - **Courtesy Calls.** When a route is running behind and the Operator will arrive outside the pickup window then a call should be placed to notify the passenger. Passengers are to be provided with estimated pickup time(s).

Passenger Assistance

- **Ambassador Services**
  The County currently contracts ambassador services through a separate contract to provide additional assistance to elderly or disabled passengers on specific routes. The following services are available through the ambassador services program:

    - *Door-to-Door* - Door-to-door services to meet the individual needs of elderly and disabled passengers, 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.

    - *Gentle Physical Support* - The Ambassador will provide passenger 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 performing similar functions.

- **Driver Support**
    - Drivers may be required to provide additional assistance other than what is outlined above to ensure 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.
    - Drivers should ensure that passenger's seatbelt are properly secured.

- The Driver may 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.

Breaks

- **Lunch**
  The County will cover up to the first thirty minutes of a lunch break per Demand Response route, thereafter, is the responsibility of the Contractor. No lunch breaks are associated with commuter bus services. Billable hours for a service operator lunch break will be inserted into the Data Verification form.

- **Coffee Cup**
  Coffee cup breaks should be inserted for breaks over the allowable 30 minutes lunch break. Any breaks more than 10 minutes that is an addition to the lunch break will be covered by the Contractor.

Service Violation(s)

For all commuter routes (TMC, Greenway, Galleria) drivers must arrive and perform each stop as designated, see service schedules using the following link.
https://www.fortbendcountytx.gov/government/departments/public-transportation/services/commuter-park-and-ride-services.

Major violations should be identified by the contractor and discussed with the Fort Bend Transit Operations Manager within two (2) business days. The corrective action(s) for the major violation(s) should be emailed to the Fort Bend Transit Operations Manager.
Please see **Table 5** for violation codes, terms, definitions, and the time that qualifies the violation as major.

Table 5: Violations					
Code	**Term**	**Definition**	**Default**	**Minor**	**Major**
			Minutes		
BrO	Driver's Break	Passenger is on-board during a driver's break.	0	0	0
BT	Backtracking	Client is returning to a coordinate they've already passed.	1	1	1
CAP	Capacity Violation	Too many passengers scheduled on the vehicle at once, or the space type (i.e. wheelchair) does not fit.	0	0	0
COV	Client Overlap	The client has two trips at the same time.	0	0	0
ES	Event Sequence	When two events are out of order. For example, if a client pickup is positioned before the previous trips drop-off.	0	0	1
EX	Travel Exclusion	A Travel Exclusion Rule has been violation. A combination of client, passenger type, gender and/or driver exclusion exists on the run.	0	0	-
HO	Hostage	A client is forced to remain on board beyond the allowed threshold while waiting for another client to board.	10	10	30
OB	On Board	The passenger is on board the vehicle beyond the Maximum On Board tolerance (90 Minutes).	5	10	30
RE	Requested Early (not before)	The event's estimated time is earlier than the requested time tolerances allow. The client is getting picked up or dropped off too early, violating the Requested Early time on the booking.	1	13	30
RL	Requested Late (not after)	The event's estimated time is later than the requested time tolerances allow. The client is late for their appointment or getting picked up late.	0	13	30
RnE	Run Early	The run pulls out earlier than its established pull-out time.	-	-	-
RnL	Run Late	The run pulls in later than its established pull-in time.	10	15	30
SE	Service Early	The estimated pick-up or drop-off of the client is early (before the window).	10	13	30
Ser	Service	The event violates a service type or service time constraint on a run.	0	0	1
SL	Service Late	The estimated pick-up or drop-off of the client is late (after the window).	0	13	30
VT	Vehicle Type	The vehicle assigned to the run was selected for N/A Vehicle Types on the trip.	0	1	1

Back Up Run (BUR)

Back up runs are created when the original run is not able to finish due to an emergency and a new bus or driver will take the place of the original run. The original run end time must be at or before the time the BUR run starts. For the trip editing purpose they do not overlap.

See **Appendix D** for Glossary Terms and **Appendix E** for Acronyms

Extra Board

It is recommended to have a minimum of two (2) additional operators available daily during the pullout time to cover day of service operator absence.

Icons

Icons should be used in the dispatching/scheduling software to convey what occurred the day of service. The most commonly used icons are:

Lunch 

Break 

Refuel 

Accident and Incident Code 1 

Incident Code 2 

Mechanical Breakdown 

Standby 

On-Time Performance

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:

- Contractor agrees to utilize providers who meet or exceed FTA requirements for the performance of public transportation services.
- 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.
- Contractor agrees that no-charges for same-day providers will be assessed to passengers.
- 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.
- 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.
- Contractor agrees to limit trips assigned to same-day providers as follows:
- 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.

- 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.

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

Post-Service Day Protocol

Trip Edits - Trip edits should be completed the next business day. During the trip edit process the Contractor should ensure the information that is documented in the dispatching software is as occurred according to the tracking software. The Contractor is required to create a trip edit procedure and provide to Fort Bend Transit Operations Manager.

Non-Title VI Customer Complaints &Compliments - FBT Administrative Assistant will manage all complaints reconceived for the department. All complaints received by the Contractor from passengers should be communicated to Administrative Assistant – Complaint to log into SharePoint. The complaints that requires feedback from the contractor related to the daily Operations should be responded to within three (3) business days. The safety and security complaints shall be responded to within one (1) business day. All contractor personnel compliments received will be shared with the contractor.

Transit Fare Collection & Financial Reporting

The County shall establish fares for each route and fine fares in the related Service Plan. Infants and children will be assessed the same fare as adults. Where fares are prohibited by federal or state funding sources, no fare will be assessed. Fares may be collected in the form of cash, tickets, mobile tickets or other methods as determined by the County.

Fare collection equipment is installed on each bus operated by the Contractor. Contractor is responsible for ensuring the correct fares are paid utilizing cash, tickets, mobile device or other methods determined by the County. The Contractor shall ensure all cash or tickets is deposited in fareboxes and mobile devices are visually inspected or validated. The validity of mobile tickets must be verified by the bus operator. As the County changes fare media or fare collection processes, the Contractor shall adapt to such changes and provide training to bus operators and staff.

Contractor shall change out inoperable fareboxes as needed. When the Contractor experiences farebox or mobile ticket equipment failures during revenue service, the Contractors' bus operator shall report the failure to the Contractor's Dispatch who will arrange for equipment servicing.

Contractor shall be responsible for collecting, storing and replenishment of fareboxes. Contractor shall remove fareboxes from service vehicles daily. Contractor shall ensure fareboxes are securely stored in the Fare Count Room.

One (1) aides/companions will be allowed to travel with an individual with no fare assessed for the aides.

No free transportation services shall be provided without specific approval by the County. From time to time promotional activities may include free fares and/or fares may be suspended during emergency events. The Contractor will be notified of the term and length of such promotions or events.

All collections and farebox revenues are revenues of the County. The Contractor shall establish and maintain policies and procedures for securing fareboxes and counting, tracking, safeguarding, and reporting fares. Fare collection policies and procedures must be in accordance with security requirements and accountability established the County. Fares shall be released to authorized personnel only, and the Contractor shall be held accountable to the County for all fares collected. The Contractor shall furnish all tickets and noncash items deposited in fareboxes to the County.

Accident/Incident Reporting Procedures

General

The Contractor shall establish appropriate safety and security procedures and processes in accordance and consistent with recommendations by equipment manufacturers, law enforcement agencies, the Department of Homeland Security, and the County PTASP and associated guidelines and recommendations.

At a minimum, Contractors shall provide safety and security procedures, plans, and policies related to any equipment utilized under the service contract, vehicle breakdowns and accidents, emergency events, facility and vehicle security, drug, and alcohol testing of safety-sensitive personnel, and a vehicle onboard incidents and security inspections.

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

Drug and Alcohol Testing

The Contractor must establish and perform a Drug and Alcohol Testing Program meeting FTA 49 CFR 655 and Department of Transportation 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 may result in contract termination. The Contractor shall prepare and submit the required Drug and Alcohol Testing Report in accordance with federal requirements and due date. The Contractor shall provide the County Transit Chief Safety Officer & Asset Manager a copy of the report for validation prior to its filing.

The Contractor must establish and perform a Drug and Alcohol Testing Program meeting FTA 49 CFR 655 and Department of Transportation 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.

Route Testing for Safety

Route safety reviews are an effective way to evaluate long stretches of major roads and develop cost-effective upgrades to target the safety issues identified. The reviews include traffic, construction, accident, and injury analysis, as well as, community consultation to develop road safety improvements and behavioral strategies. At a minimum routes should be reviewed annually.

Accident/Incident Reporting Procedures

At a minimum, operational policies must include but not be limited to the following provisions listed in **Table 6**:

Table 6: Safety and Security Provisions
Immediate notification of emergency services such as fire, police, or emergency medical services for accidents, incidents, safety, and/or security events.
Drivers must wear seat restraints including shoulder harnesses when available.
Wheelchairs mobility aids, strollers, and packages must be secured.
Individuals who are unable to travel on their own, whether from physical or mental disabilities, will be required to travel with an aide or companion.
No fueling of vehicles or performance of maintenance activities while passengers are onboard vehicles.
Safe transport of respirators, portable oxygen bottles or life support equipment, walkers, canes, packages, etc.
Suspension of services due to inclement weather conditions or as a result of security events or concerns.
Transfer of passengers to the backup vehicle(s) meeting minimum contract standards within a reasonable time frame when a vehicle breakdown, incident, or accident prevents the continuance of the route in the initially assigned vehicle.
Providing appropriate information, inclusive of personnel and passenger information, as requested by law enforcement personnel during an accident or incident investigation.
Prohibiting the use of personal cell phones or other equipment, or wearing dangling jewelry.
Staff hiring and retention policies are consistent with security recommendations and practices.
Staff identification such as name tags, picture identification, and patches designating employees, supervisors, specialized training or awards, etc.
Shall include allowances for driver breaks and/or the needs of passengers with disabilities.
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.

Security Breach, Accident, and/or Incident

The Contractor shall immediately notify the County, or its designated representative(s), and confirm in writing, the occurrence of all security breaches as well as major accidents or incidents that involve passengers, personnel, or damage to property or equipment related to the service

contract. Minor security breaches, accidents, or incidents shall be reported monthly in writing unless circumstances require a specific report to be provided sooner.
A written report shall be provided no later than twenty-four (24) 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. Reports shall be prepared according to formats required by funding sources and approved by the County. Additional reporting requirements can be found in **Appendix F** - Accident and Incident Reporting Procedure.

Suspensions

The Contractor is required to immediately notify the County of any recommendations for service suspension – whether the suspension of a particular vehicle or route or a service suspension of a specific passenger unless an immediate circumstance precludes advance notification to the County. "Immediate circumstances" may include and not be limited to safety and/or security violations.

Maintenance

General

The Contractor shall provide all inspections, repairs, maintenance 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, the County, and any applicable law.

Maintenance Records and Document Retention

The Contractor will be required to furnish related policies, procedures, and/or reports, maintenance records, etc. The Contractor will allow the County and/or funding source representative's access to vehicles, maintenance facilities, and/or documents as necessary to ensure compliance with contract provisions, operational standards, safety standards, and applicable laws.

Maintenance plan

The Maintenance Plan is designed to protect County assets and ensure operational goals and standards are met and to reduce operating costs. The key components for success are implementation by the Contractor, monitoring by FBT personnel, and compliance by both parties to the program. The Contractor should either adopt FBT maintenance plan or provide a statement indicating their intent to utilize the County's Maintenance Plan or create their own and provide a copy to FBT Chief Safety Officer & Asset Manager for review and approval.

Maintenance Personnel Roles and Responsibilities

All maintenance personnel and operations of transit equipment shall be appropriately trained and competent to maintain and operate the transit vehicles and equipment utilized for services.

The County's Maintenance Plan

The Contractor Maintenance Manager shall execute the procedures of the County Maintenance Plan in **Appendix G**.

Daily Pre and Post-Trip Inspections

Daily pre and post-trip inspections are to be performed by maintenance personnel or drivers. Forms are to be used to record problems, any potential problems, defects, deficiencies, or damage to the vehicle. It is the Contractor's responsibility to develop procedures to immediately address safety or security related issues found during inspections before placing vehicles in service.

At a minimum, the Contractor must perform and properly document the daily inspections and check for the items as outlined in **Table 7**.

Table 7: Transit Vehicle Daily Inspections List (Pre and Post-Trip)	
	Any defect or deficiency which would affect the safe operation of the vehicle or would result in a mechanical failure.
	The vehicle fuel level is full.
	Power steering fluid levels. Refilled, as needed.
	Engine coolant and windshield wiper fluid levels. Refilled, as needed.
	Check engine operating temperature while the vehicle is in drive.
	Front and rear tire air pressure.
	Visually and manually inspect vehicle wheel lug nuts.
	The vehicle is not missing parts such as wheel covers, door handles, hood ornaments, set belt extensions, and wheelchair tie-downs.
	Headlights, taillights, brake lights, hazard lights, turn signals, and horns are all in working order.
	Mirrors, windshields, windows, and passenger doors are clean and free of cracks.
	The exterior of the vehicle is clean and free from body damage such as cracks, dents, and rust.
	Inspect the bike rack for proper operation.
	All onboard equipment/materials are stored and secured.
	Seat belts and wheelchair straps are available in good working order.
	First Aid Kits, wheelchair tie-down straps, safety belts, seatbelt extensions, emergency equipment, supplies, wheelchairs, walkers, canes, oxygen bottles, packages, child safety seats, etc. are placed in such a way that does not interfere with passenger access and/or create safety hazards for drivers and passengers.
	The interior is clean and swept, with no graffiti, trash removed, no damaged seats, or wall panel damage. Ensure trash is also removed throughout the day, as needed.
	Two-way push to talk cellular devices and MDTs are both working.
	Fare boxes and cash were removed from the vehicle at the end of each service day.
	Fire Extinguishers, first aid kits, and bio-hazard kits are on- board, filled, and operable (where applicable).

	Verify vehicle has been cleaned and disinfected.
	Signage for passenger instruction, cautionary or safety features, onboard rules, passenger conduct, routes, etc. are posted in English and Spanish and appropriate international formats or pictures.
	Verify IT Equipment is functional (i.e. MDT, tablets, drive cam, luminator and voice annunciation).
If the following are found to be inoperable, missing or excessive, or low during inspections the vehicles must be pulled from revenue service:	
	Farebox
	ADA lift (The lift is to be fully cycled during pre-trip and post-trip inspections with both the hydraulic and manual systems tested)
	Heating, Ventilation, and Air Conditioning (HVAC)
	Front and rear window defrosters/defoggers
	Front and Rear windshield wipers
	Tire tread depth reaches or exceeds 3/32 of an inch or other tire damage or condition that prevents the safe operation of the vehicle.
	The vehicle has a space-saver or non-standard spare tire.
	Wheelchair securement slots are clean of debris and belts or straps are appropriately stored. If the wheelchair straps are missing the vehicle **must** be pulled from service.
	Brake system, master cylinder fluid level, transmission, and oil fluid levels. Vehicles with repeated oil, transmission, or brake fluid level issues should be scheduled for diagnostic determinations and related repairs completed as appropriate.

Weekly Inspections

Vehicles are to be inspected weekly by the Contractor personnel to verify repairs noted during driver inspections have been addressed or scheduled and to record and report any conditions, which require repair to FBT. See **Appendix B** for Inspection Template.

Vehicle and Equipment Inspections

For items not specifically addressed in contract terms, the Contractor shall implement reasonable inspection intervals and report needed repairs to the Transit Chief Safety Officer & Asset Manager. Items reported will be addressed on an item by item basis depending on whether or not the item reported needs preventive maintenance attention and/or repair due to damage.

The Contractor will ensure that no vehicle is placed in service or left in service that:

- Does not meet the minimum vehicle standards.
- Is in inappropriate working conditions according to acceptable practices.
- Has an inoperable or poorly performing HVAC System.
- Does not meet applicable safety and operating standards for public transit service vehicles.
- Has exterior or interior damages resulting from an accident, collision, or other circumstance resulting in the vehicle being unsightly or unsafe to operate.
- Has not had the interior surfaces disinfected and all trash removed from the interior of the vehicle.

- Has items not placed in such a way that they interfere with access and/or create a safety hazard for the driver and passengers (i.e. first aid kits, wheelchair tie-down straps, safety belts)

ADA Lift Equipment

To keep lift equipment in optimum working order, the Contractor must comply with the standards listed herein (daily inspections and preventative maintenance) as well as the provisions of the Americans with Disability Act, while avoiding service interruptions. 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.

At all times, the Contractor must be able to transport all passengers that use wheelchairs safely. Passengers in wheelchairs may not be refused service even when the securement system cannot accommodate the passenger's wheelchair. The Contractor can either recommend the wheelchair passenger transfer to a seat or send a bus that can accommodate the passenger's wheelchair for a safe transfer to his/her destination. The 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 vehicle. 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 move to another seat; however, a passenger cannot be forced to move to another seat.

The Contractor is responsible for developing processes to ensure 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. The Contractor is encouraged to make every effort to transport passengers in oversized mobility devices and those exceeding load limits shall be denied.

Preventative Maintenance

A regularly scheduled maintenance inspection is the most important component of the Vehicle Maintenance Plan.

At a minimum, it is the Contractor's responsibility to perform regularly scheduled maintenance as defined in the County's or contractors approved Maintenance Plan. The Contractor is also responsible for performing any manufacturer's recommended maintenance items that have requirements for more frequent intervals than listed in the Maintenance Plan.

Any requested deviation from the maintenance schedule in the Maintenance Plan must meet or exceed the manufacturer's minimum standards and have written approval from FBT. The 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.

For Contractor-owned vehicles, the 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 the manufacturer suggested intervals. The Contractor shall furnish a location specific Warranty Procedure to the County for review and approval

Warranty Claims

The Contractor shall develop a system for monitoring and utilizing warranty repair and parts replacement. Warranty service will be coordinated through an arrangement between the warranty vendor, FBT Chief Safety Officer & Asset Manager, and the Contractor and/or an authorized dealership where and when applicable.

Parts Inventory

Vehicle parts inventories for transit service vehicles are not maintained or furnished by the County. The Contractor is responsible for their respective inventory and parts control.

Manufacturer's References

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

Replacement Plan

The County currently utilizes a "replace as needed" plan for vehicle replacement. Contractors are encouraged to consult and coordinate with FBT Chief Safety Officer & Asset Manager for any requests for vehicle renovations or replacements, which would benefit transit operations.

Engine or Transmission Component Rebuild

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

Assets

County-Owned Fleet

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

Fort Bend County owns over 58 vehicles with types ranging from 6-passenger to 40-passenger vehicles as listed in **Tables 8 & 9** by mode types.

Table 8: Commuter Bus Vehicle Types	Quantity
32 - Passenger Bus	5
40 - Passenger Bus	16

Table 9: Demand Response Vehicle Types	Quantity
6 - Passenger Van	3
12 - Passenger Van	5
16 - Passenger Van	30

Contractor-Owned Fleet

The Contractor is required to have a sufficient fleet size to ensure that service is not interrupted due to vehicles being removed from service due to accidents, incidents, breakdowns, and/or maintenance activities. Flip seats for utilization of wheelchair tie-down spaces when not in use by wheelchair passengers are preferred but not required.

The Contractor shall not display any commercial, public safety, political or other types of advertisements in or on any vehicle used in the performance of the contract.

Usage of vehicles that do not meet County standards or the continued failure to maintain vehicles at a level acceptable by the County may result in denial of payment, reduction in services assigned to the Contractor, and/or termination of the contract.

Each transit vehicle provided by the Contractor shall also comply with the design standards set forth in the Americans with Disabilities Act and be maintained in accordance with the standards set forth herein. The Contract shall notify the County in writing of any changes to vehicles being used throughout the contract term. The County shall approve any proposed changes.

Each transit vehicle provided by the Contractor shall meet or exceed the standards established by the applicable laws and regulations governing such vehicles, including but not limited to FTA, Federal Motor Vehicle Safety Standards (FMVSS), United States Department of Transportation (USDOT), TxDOT, Texas Department of Public Safety (DPS), as well as those outlined in this document.

Fleet Availability

The Contractor must obtain County approval of any proposed Contractor vehicle before it is placed in service. The County-owned fleet shall be selected as a priority assignment whenever possible unless otherwise agreed to.

The County should be charged at county-owned vehicle rate per hour if contractor-owned vehicles are used due to the following conditions:

- Fleet limitations due to driver availability

The County should be charged at contractor-owned vehicle rate per hour if under the following conditions:

- Issue with County-owned vehicles on day-of services
- Accidents or Maintenance

Property

Smoke-Free and Drug-Free

The Transit Facility is a Smoke-Free and Drug-Free facility. Smoking is not permitted while on-board vehicles or in other County facilities. Smoking designated locations are available.
The 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.

Facilities

Contractors may utilize County facilities for vehicle storage or staging. Approval by the Fort Bend Transit Director must be obtained before the use of any County property for these purposes. Contractors are encouraged to utilize County facilities where such use would provide for greater efficiency and effectiveness in the services offered.
Contractors shall adhere to all County policies related to the use of County facilities including operating hours, safety, and security procedures. Reporting and completion of maintenance activities will be addressed in contract terms. For items not specifically addressed in contract terms, the Contractor shall implement reasonable inspection intervals and report needed repairs to the Transit Chief Safety Officer & Asset Manager. Items reported will be addressed on an item by item basis depending on whether or not the item reported needs preventive maintenance attention and/or repair due to damage.

Civil Rights

Title VI Complaint Procedures

The Contractor shall adopt FBT's Title VI complaint procedures which incorporates an appropriate due process standard. The Contractor is to provide information for the prompt and equitable resolution of complaints when asked by FBT staff. See **Appendix C** for Title VI Complaint Procedure Form and Procedures.

Compliance for Contracted Operators

Title VI

The Contractor is responsible for complying and adopting Fort Bend Transit's Title VI Program, or complying and submitting their own Title VI Program ensuring compliance with FTA C4702.1B

The Contractor shall ensure the FBT's Title VI notice is posted on all vehicles at all times.

Equal Employment Opportunity (EEO)

Any Contractor who meets both of the following threshold requirements must implement all of the EEO Program elements:

- Employs 100 or more transit-related employees, and
- Requests or receives capital or operating assistance in excess of $1 million in the previous Federal fiscal year, or requests or receives planning assistance in excess of $250,000 in the previous Federal fiscal year.

An EEO Program contains the following seven elements:

1. Statement of Policy
2. Plan for dissemination both internally and externally
3. Designation of appropriate personnel responsible for carrying out the EEO Program, including the designation of an EEO Officer
4. Utilization analysis
5. Goals and timetables to correct identified areas of underutilization or concentration
6. Assessment of an agency's employment practices
7. Plan for monitoring and reporting on the EEO Program

Any Contractor who meets both of the following threshold requirements must prepare and maintain an abbreviated EEO Program:

- Employs between 50-99 transit-related employees, and
- Requests or receives capital or operating assistance in excess of $1 million in the previous Federal fiscal year, or requests or receives planning assistance in excess of $250,000 in the previous Federal fiscal year.

An Abbreviated EEO Program contains the following elements:

1. Statement of Policy
2. Dissemination Plan
3. Designation of Personnel Responsibility
4. Assessment of Employees Practices
5. Monitoring and Reporting Plan

The Contractor is required to publicize and disseminate their EEO policy statement by posting it in conspicuous locations so that employees, applicants, and potential applicants are aware of the agency's commitment to EEO.

The Contractor is required to publicize the required EEO posters in common areas i.e. breakroom, lobby, building entry etc.

- Texas Commission on Human Rights-The Law in Texas (English & Spanish)
- Texas Workforce Commission Notice-Texas Payday Law (English & Spanish)
- Equal Employment Opportunity Policy Statement
- Equal Employment Opportunity (EEO) Policy (English & Spanish)
- Family and Medical Leave Act (FMLA) of 1993
- Employee Polygraph Protection Act (English & Spanish)
- Fair Labor Standards Act (FLSA)

Americans with Disabilities Act (ADA)

The Contractor shall maintain features of vehicles that are required to make the vehicles readily accessible to and usable by individuals with disabilities. These features include, but are not limited to, lifts and other means of access to vehicles, securement devices, signage and systems to facilitate communications with persons with impaired vision or hearing. Accessibility features shall be repaired promptly if they are damaged or out of order. When an accessibility feature is out of order, the Contractor shall immediately remove the vehicle from service and take reasonable steps to repair such features.

Lift/Ramp and Securement Use

- The Contractor shall be able to accommodate, at a minimum, all occupied wheelchairs weighing up to 600 pounds and measuring 30 inches in width and 48 inches in length.
- The Contractor may decline to carry a wheelchair/occupant if the combined weight exceeds that of the lift specifications or if carriage of the wheelchair is demonstrated to be inconsistent with legitimate safety requirements.

Accommodating Riders Using Other Mobility Devices

- Persons with mobility disabilities may use devices other than wheelchairs to assist with locomotion. Canes, crutches, and walkers, for example, are often used by people whose mobility disabilities do not require use of a wheelchair. These devices must be accommodated on the same basis as wheelchairs.
- The Contractor must allow adequate dwell time for a person with disabilities to load or unload the vehicle. Any regular passenger that takes longer than expected to load should be reported to FBT staff so that additional time can be scheduled for that passenger's future trips.

Service Animals

- The Contractor shall permit service animals to accompany individuals with disabilities in vehicles.
    - A service animal is any guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.
- The Contractor (Operator) cannot require riders to provide documentation for their service animal before boarding a bus, but the Operator may ask riders two questions:
    - (1) is the animal a service animal required because of a disability? and
    - (2) what work or task has the animal been trained to perform?
- The Contractor may refuse to transport service animals that are deemed to pose a direct threat to the health or safety of drivers or other riders, create a seriously disruptive atmosphere, or are otherwise not under the rider's control. If this occurs, the Contractor is to notify Fort Bend Transit prior to refusal.

Stop Announcements

- The Contractor shall announce transfer points with other fixed routes, major intersections or destination points, and intervals along a route sufficient to permit individuals with visual impairments or other disabilities to be oriented to their location.
    - Transfer Definition: Any time a vehicle stops where a passenger can get off and transfer to another bus or rail line, the stop would be announced. The announcement can be made personally by the vehicle operator or can be made by a recording system. If the vehicle is small enough so that the operator can make himself or herself heard without a P.A. system, it is not necessary to use the system.
    - Major Intersections and Major Destination Points Definition: Examples may include but not limited to:
        - Time points and cross streets published in schedules and on route maps
        - Public facilities such as government offices, libraries, and schools
        - Medical facilities
        - Stores and shopping malls
        - Cultural and entertainment venues
        - Other popular destinations
- The Contractor shall announce any stop on request of an individual with a disability.

Priority Seating

- The Contractor shall not require an individual with a disability to use designated priority seats, if the individual does not choose to use these seats. Individuals with disabilities have the same right as all other riders to decide where they would like to sit.

Intelligent Transportation Systems (ITS)

Documenting and Tracking

Documentation and Tracking of all ITS issues, software, and hardware, is required and must be submitted to the ITS manager via a weekly report to ensure proper functionality of all ITS software and equipment. Critical issues are to be reported immediately via email or telephone, but still documented in the weekly report.

Dispatching and Scheduling Software

- Contractors should stay trained and up-to-date on the User Manual practices utilized by the County in the scheduling and dispatching software.
- Contractor should coordinate with Fort Bend Transit Operations Manager for permissions and views modification requests in the dispatching and scheduling software.
- Contractor is responsible for creating Employee ID and maintaining active status.

Vehicle Camera System

- Include in pre-trip check that camera domes are free of obstructions and debris
    - Immediately notify ITS Manager and Technical Specialist of any issues to the camera and their domes specific to obstruction, debris, and structural damages.
- At the request of FBT ITS and/or Transit Chief Safety Officer & Asset Manager, maintain and replace physical hardware; cameras, wiring, and electrical in the event of equipment failure or upgrades.

Mobile Data Terminals

- Maintain updates to MDTs through a mobile device management software
- Troubleshoot and report any issues to Fort Bend Transit ITS Manager
- Ensure MDT is producing AVL data through AVL reporting.

Real-time GPS Telematics Tracker

- Ensure GPS uptime/service of all GPS trackers
- Ensure all vehicles used for service are equipped with the real-time GPS Telematics Tracker.

On-Board Digital Signage, Annunciator, and Infotainment System

- Ensure that the vehicle signage system is retaining current intended route information through the service day of that vehicle.
- Ensure that the vehicle infotainment system is displaying current and valid information through the service day of that vehicle.
- Ensure vehicles utilized for services are displaying accurate signage (vehicle destination signs) based on assigned routes and the annunciation system.
  Document and report all issues regarding the onboard digital signage and annunciator system to the Fort Bend Transit ITS manager.

Desktop Service Tickets

- Contractor service ticket requests are to be submitted to the Fort Bend Transit ITS manager or Fort Bend Technical Specialist for the following:
    - Windows Password Resets
    - Duo Mobile Security Resets
    - Windows PC Issues
    - Remote VPN Access (Emergency use)
    - Cisco Phone or Cisco Finesse Issues
    - Scheduling and Dispatching Software Troubleshooting requests
    - Onboarding Process for New Contracted Employees
        - Windows Login with Email Access
        - Duo Mobile Security Access

Vehicle Information Systems

Fort Bend Transit is not currently using any automated vehicle information or operational data software or equipment.

Contractor(s) are encouraged to utilize fleet reporting software or other systems that would provide further maintenance monitoring and evaluation tools. The Contractor(s) should develop systems for tracking vehicle mileage for preventive maintenance thresholds, as well as, operational data. For monitoring purposes, a spreadsheet program is acceptable. For vehicle information and tracking, spreadsheets should include mileage at the time service is performed and corresponds to the work performed.

Transit Software, Hardware, and Equipment

Transit software, hardware, and equipment include but are not limited to scheduling software, mobile data terminals, and security cameras. Items are furnished to the Contractor as acquired or upon the Contractor's receipt of vehicles.

At such time that the County acquires other technology solutions such as tracking and/or documenting trip performance, 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 (AVL) devices which would provide monitoring and evaluation tools.

Appropriate inventories shall be updated throughout the contract period.

Dispatching and Scheduling System

FBT currently utilizes Novus™ software as our computer-aided dispatch and scheduling solution for our transit operations. This is subject to change during the contract period. The current software is web-based and has a mobile component for our drivers.

Mobile Data Terminal (MDT)

At a minimum, it is the Contractor's responsibility to ensure, 50% of the mobile data terminal systems are inspected monthly on a rotating schedule to ensure the proper operation of

equipment. Unless an emergency exists, vehicles without operational equipment must be removed from service until repairs are completed.
It is the Contractor's responsibility to develop procedures to repair and replace damaged or inoperable equipment.

The list in **Table 10** has been established as a minimum for use in maintaining mobile data terminals.

Table 10: Mobile Data Terminal (MDT) Monthly Inspection List
The Driver Mate application is fully functional.
Device powers on and charges properly.
The display is functioning properly.
Tablet has the correct date and time.
The touchscreen area is responding properly.
The software is current and up to date.
The mounting cradle is secure and free from defects.

Onboard Validators

At a minimum, it is the Contractor's responsibility to ensure, 50% of the onboard validators are inspected monthly on a rotating schedule to ensure proper operation of equipment. Unless an emergency exists, vehicles without operational equipment must be removed from service until repairs are completed.
The list in **Table 11** has been established as a minimum for use in maintaining mobile data terminals.

Table 11: Onboard Validators Monthly Inspection List
Device powers on and charges properly.
The display is functioning properly.
The validator has the correct date and time.
The validator is free from all and any damage.
The card reader is responding properly.
The mounting bracket is secure and free from defects.

Trip Edits Procedures

- The trip edit process is a prerequisite to the Operations Data Verification Form which supports billing. The billing Cycles run from the 1st of the month through the 15th of the month and from the 16th of the month through the end of the month.
- Fort Bend County's trip edit policy requires Contractors to review and modify previous service day data by the next business day.
    - Situations may arise that could cause a delay in the Contractor submitting trip edits by the next business day. In this instance, the Contractor must notify the County of the delay in advance. Notification of delays should be provided via email to the Data and Software Specialist.

- Once the Contractor reviews and completes edits to the previous day's trip data, then the Data and Software specialist must be notified via email to begin an internal review process.
- The Data Software Specialist will submit any identified trip edit validation issues to the Contractor for additional revisions and/or justification of data within two (2) business days of the Contractor's initial email.
- The Contractor will have two (2) business days to make the necessary revisions based on the Data and Software specialist's email and reply what changes were made or written justification for the driver's action.
- Once each billing cycle is edited, reviewed, adjustments are made as needed, and dates lock the Data and Software specialist will begin working on the Operations Data Verification Form.

Emergency Management and Services

The Contractor will be required to assist the County during emergency events by providing vehicles and drivers for performing emergency evacuation or transport services. The County may order the 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. 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.

Within 30 days of contract initiation, Contractors shall develop and implement emergency policies and practices and a Continuity of Operations Plan and furnish them to the County. The policy shall ensure 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 the 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 policy shall be continually updated as necessary throughout the contract term relative to the detail on the appropriate personnel name(s) and contact information and shall include provisions for after-hours contact information. The Contractor will not be required to provide more vehicles and drivers that 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 costs 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 costs will be negotiated at the time the request for services is made. Other costs will be expected to be reasonable as well as verifiable when and where applicable.

Changes or Suspensions of Transit Service(s)

Transit services may be revised as directed by the County.

During inclement weather conditions, services may be suspended until vehicles can operate safely. When possible, the Contractor will be required to notify the County before any service

suspension occurs due to inclement weather conditions and/or other conditions that prevent the safe operation of transportation services.
The Contractor is required to immediately notify the County of any service suspension, whether it is the suspension of a vehicle or route.

Training Program for Contracted Personnel

General

The Contractor is required to establish a training program for all personnel utilized for contract services meeting the minimum training requirements set by grant funding sources or the County. The Contractor may use a combination of on the job training, campus-based, web-based, or other media and activities to accomplish training requirements. 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.
The County utilizes training offered by the Texas Department of Transportation (TxDOT) and other vendors for key operations staff. Scholarships covering registration and travel expenses may be available, and Contractor personnel are eligible recipients of scholarship programs.
All Contractor personnel must receive training in customer service applications and conduct.

Safety Sensitive Personnel

Safety Sensitive personnel, as defined by USDOT regulations for drug and alcohol testing, are required to receive a minimum of one (1) hour per year of training.
Supervisors of safety-sensitive personnel must receive an additional one (1) hour of training related to reasonable suspension testing.
Personnel performing sensitive safety duties must receive the following training before performing safety-sensitive functions:

- Drug and Alcohol Testing Program and procedures
- Emergency Procedures
- Vehicle Evacuation Procedures
- Risk Management

Passenger Assistance

Within 60 days of hire, sensitive safety personnel is required to receive Cardiopulmonary resuscitation (CPR), first aid, blood borne pathogen, seizure management, and customer service training.

Operator

Drivers must be provided a minimum of 24 hours of driver training activities per year. Driver training activities shall at a minimum occur annually and should include at a minimum the following training:

- Customer service, public relations, and serving people with special needs (e.g. persons with disabilities and seniors);
- Emergency preparedness
- Transit safety and security
- Passenger assistance training
- Drug and Alcohol Testing Program Training
- Defensive Driving Training, per National Safety Council standards, or an equivalent course approved by Fort Bend County Public Transportation;
- Operation of the vehicle and all equipment, including proper radio protocol and procedures for pre & post trip inspections;
- Completion of necessary reports and paperwork, such as pre/post trip checklist, vehicle Inspection, condition reports, and accident and incident reports;
- Targeted re-training of existing drivers whose performance falls below minimum required standards and drivers involved in accidents;
- On-board safe driving checks;
- Blood borne pathogens and bio-hazard handling procedures;
- Communications techniques; and
- Safety awareness, including, but not limited to, personal safety, theft/robbery prevention, violence in the workplace, and assault prevention.

Dispatcher

- Customer Service
- Dispatch Operating Software
- Emergency Operations
- Driver Support

Fare Collection

The training frequency will be determined by the contractor procedures.

Civil Rights

Title VI Personnel Training

All Contractor staff should be trained annually on the Title VI complaint process and procedures. A copy of the agenda and sign-in sheet will be required to submit to FBT.

ADA Personnel Training

- The Contractor shall ensure that personnel are trained to proficiency, as appropriate to their duties, so that they operate vehicles and equipment safely and properly assist and treat individuals with disabilities who use the service in a respectful and courteous way, with appropriate attention to the difference among individuals with disabilities. Examples may include, but not limited to, personnel training topics that are appropriate to different duties and responsibilities:

- Drivers – Properly operating all accessibility equipment and features; providing appropriate assistance to individuals with disabilities with boarding, alighting, and securement; communicating effectively with individuals with different types of disabilities; making stop announcements and route identification announcements; and positioning the bus so that the lift or ramp can be deployed and used.
- Vehicle mechanics – Maintaining all accessibility equipment on vehicles and keeping maintenance and repair records.
- Customer service agents – Communicating effectively with individuals with different types of disabilities; explaining the complaint-resolution process; and providing service information (e.g., routes, schedules, and fares) with special attention to the needs of individuals with disabilities.
- Dispatchers – Understanding all operating policies and procedures to effectively and properly assign and route vehicles, assisting drivers on issues that arise pertaining to accessible service, and communicating effectively with individuals with different types of disabilities.
- Managers and supervisors – Understanding all operating policies and procedures and supervising employees to ensure they provide proper and consistent levels of service to individuals with disabilities. (i.e. monitoring stop announcements for compliance)

Reporting Procedures and Report List

Records, Reporting, and Compliance

Where and when applicable or required, including but not limited to the following, the Contractor will be required to furnish related policies, procedures, reports, and associated records for maintenance, finances, personnel, accident, and complaints. The Contractor will be required to provide policies, procedures, reports, and records in compliance with all requirements of funding sources according to deadlines established by the County.

The Contractor shall provide within five (5) business days of any request, records and reports that may be reasonably requested by the County including but not limited to operations data such as passenger trips, routes, stops, mileage, and fare collections.

Records

The Contractor shall maintain complete and accurate records, as are deemed necessary by the County and as negotiated between Contractor and County from time to time, concerning its performance under the service contract. All records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible at all reasonable times. The Contractor further agrees that the County shall have, until the expiration of five (5) years after the final payment of the contract, access to and right to examine any pertinent books, documents, papers, and records concerning this contract.

Reporting

The Contractor shall maintain and submit such reports, as are deemed necessary by the County and as negotiated between Contractor and County. All reports required by County shall be submitted on forms mutually agreed upon by both parties.

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

Reports shall outline work accomplished during the previous month or since the last report. The reports shall include, but not be limited to the 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 canceled 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, particular 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.

Compliance

For compliance and monitoring purposes, the County will require specific information about the personnel working under the service contract. Information may include but not be limited to driver licenses, driving record reports, criminal background check reports, birth date, and address.

The County will require the Contractor to furnish records related to the drug and alcohol testing program to ensure compliance with the Federal Regulations governing the program.
The County may give the Contractor information, either orally or in writing, and indicate that the information is confidential. The 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 the Contractor authorized to release any material or information obtained or developed in the performance of these services under the service contract without prior written permission of the County.
The Contractor shall not disclose specific and personal passenger information to any party without the prior written permission of the County. Specific and personal passenger information requested by law enforcement personnel during 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.

Federal, State, and Local Regulations

The Contractor shall enforce all rules and regulations and/or laws pertaining to Contractor services promulgated by the 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 FTA, TxDOT, the County, and any local government as applicable.
The 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 registrations, which may be required in connection with the performance of the contract.
Restrictions on lobbying activities and charter and school vehicle services as defined by FTA must be followed. All required policies and practices must be implemented and followed by the Contractor during the contract term as a condition of the contract.

Oversight Activities

All activities under the service contract must comply with all applicable Federal, State, and Local laws and provisions for the operations of public transit services.
Under the terms of the service contract, the County reserves the right to conduct oversight activities to ensure compliance and that objectives are being met. FBT has established the following primary oversight activities.

Operations

The Contractor shall provide all operational procedures and practices and develop such in accordance with the minimum standards established by the County. The County shall approve all policies, standards, and specifications of the services to be provided by the Contractor.
FBT will monitor, review and approve operational policies and practices, operational statistics such as on-time performance and related records, fuel, and engine oil consumption, customer complaints, incidents, and accident reports.

Inspections

The County reserves the right to inspect all vehicles utilized for service at any time under the terms of the service contract.

FBT may also conduct unannounced onboard vehicle inspections. The Contractor will be required to schedule the vehicles for inspection activities and arrange for replacement vehicles, meeting minimum vehicle standards, to be utilized for contracted services and ensure no disruption in transportation services while inspections are underway. The Contractor will be notified of any repair or service items identified during inspections. The Contractor will be required to complete items identified within ten (10) days of notice. Follow up inspections will be done as necessary to ensure corrections recommended are implemented and maintained. The Contractor shall notify FBT in writing of any circumstance preventing the completion of repairs within the designated period.

3rd Party Site Visit

At a minimum, FBT will conduct an annual site visit including but not limited to inspection of vehicles, facilities, and equipment as well as maintenance schedules, and records.

At a minimum, one unannounced inspection will be conducted each year to ensure fare collection activities both onboard vehicles and at the Contractor's administrative facility are being conducted safely and securely. Follow-up inspections will be conducted as necessary to ensure corrections recommended are implemented and maintained.

Emergency Services

The Contractor may be required to provide additional documentation, records, and/or reports to the County for emergency activities. Such additional administrative activities are to be provided at no extra charge.

National Transit Database (NTD)

National Transit Database data related to Contractor operations under the service contract shall comply with the latest FTA guidelines.

The Contractor shall submit monthly and quarterly data within thirty (30) calendar days after the close of each period. The Contractor shall submit yearly within sixty (60) calendar days after the end of the County's fiscal year and no later than November 29 of each calendar year.

Reportable Performance Standards

In addition to the Performance Standards identified in the terms of the service contract, the Contractor must also meet those outlined in **Table 12**:

Table 12: Performance Standards	
	100% of service and/or passenger suspensions are conducted under contract provisions and approved policies.
	100% of fare collections and practices are performed in compliance with contract provisions and approved policies and procedures.
	100% of driver staff receive minimum annual training hours.

	100% of driver staff meets minimum hiring and retention standards.
	95% of random inspections of facilities, equipment, vehicles, and fare collection activities reveal no contract violations.
	95% of customer complaints are addressed and resolved promptly.
	Drug and Alcohol Testing program performed in compliance with Federal Transit Administration Rules and Regulations.
	Contractor(s) are required to enter all trip performance data directly into the scheduling and dispatching software for a live update on the day of service.

Mode	Fatalities	Rate of Fatalities*	Injuries	Rate of Injuries*	Safety Events	Rate of Safety Events*	Mean Distance Between Major Mechanical Failure
Fixed Route (Bus)	0	0	0.4	0.0000006	1.8	0.0000027	8,637
Demand Response	0	0	3	0.0000028	3.4	0.0000032	12,065

*rate = total number for the year/total revenue vehicle miles traveled

Repeated performance standard failures may result in contract cancellation.

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 over $25,000, evacuation of a transit vehicle due to life safety reasons, collision at an RR grade that results in one injury requiring immediate treatment away from the scene.
- NTD reporting criteria define a Non-Major Incident as all other accidents including towing. Contractors are advised that accident data will have to be collected and reported accordingly. A vehicle accident will be considered an 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 to measure performance under the contract's performance standards for vehicle accidents.
- NTD defines Major System Failure as an incident when a vehicle has to be towed for mechanical reasons and is unable to start or complete revenue service and/or when a vehicle begins 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. The NTD definition will be utilized to measure performance under the contract's performance standards for Major System Failures.

Drug and Alcohol

The Contractor shall prepare and submit the required Drug and Alcohol Testing Report in accordance with federal requirements and due date. The Contractor shall provide their Drug and Alcohol test data to the County Transit Chief Safety Officer & Asset Manager for review and approval 30 days before the Federal filing deadline.

Reports List

The following reports are due daily, weekly, bi-weekly, monthly, quarterly, semi-annually, or annually.

Daily

- Pullout
- OTP
- Driver Callout, No Shows, Personal Time, Vacation
- Dispatch Log
- Trip Edits
- Request for runs to be cut
- Usage Report – Deadhead, mileage, hours, and fuel

Weekly

- ITS Issues Report
- Fare Box Tickets Collected
- Mileage Logs
- Vehicle Maintenance (Preventive schedule and all other maintenance activities)
- Vehicle Down list
- Conditions, inventory, installation, or functionality consolidated into one report
    - Camera Equipment
    - Mobile Data Terminals
    - Dispatch and Scheduling Software
    - Annunciation Systems and Vehicle Signage
    - Digital Display Infotainment System
    - Desktop Equipment
    - Real time GPS telematics tracker for service vehicles
    - Wi-Fi equipment
- Provide a current record of User Accounts and Employee IDs for all County owned technologies or scheduling software

Bi-Weekly

- Invoice
    - Supporting documents
        - Hour Reconciliation
        - Revenue Hours by Route
        - Fare Box Reconciliation
        - Fare Box Deposit Slips
- Fare Box Summary by Route Type

Monthly

- Vehicle Failure Reports

- Pre and Post Trip Inspection Reports
- Safety & Security Report, including accidents and incidents

Quarterly

- Letter of Contractor compliance including any outstanding claims (open or closed)
- Statistical Data (i.e. Utilization, Hires, Promotions, Training, Resignation, Demotion)
- Applicant Flow i.e. applicant and status

Annually

- PTN-128 Report Service data
- NTD Operating Expenses Form
- Drug and Alcohol Testing Report

As Needed

- OTP Forgiveness
- Back Up Run
- Notification Use of Contractor Vehicle
- Accident and Incident Reports

Appendices

Appendix A - Public Transportation Agency Safety Plan (PTASP)

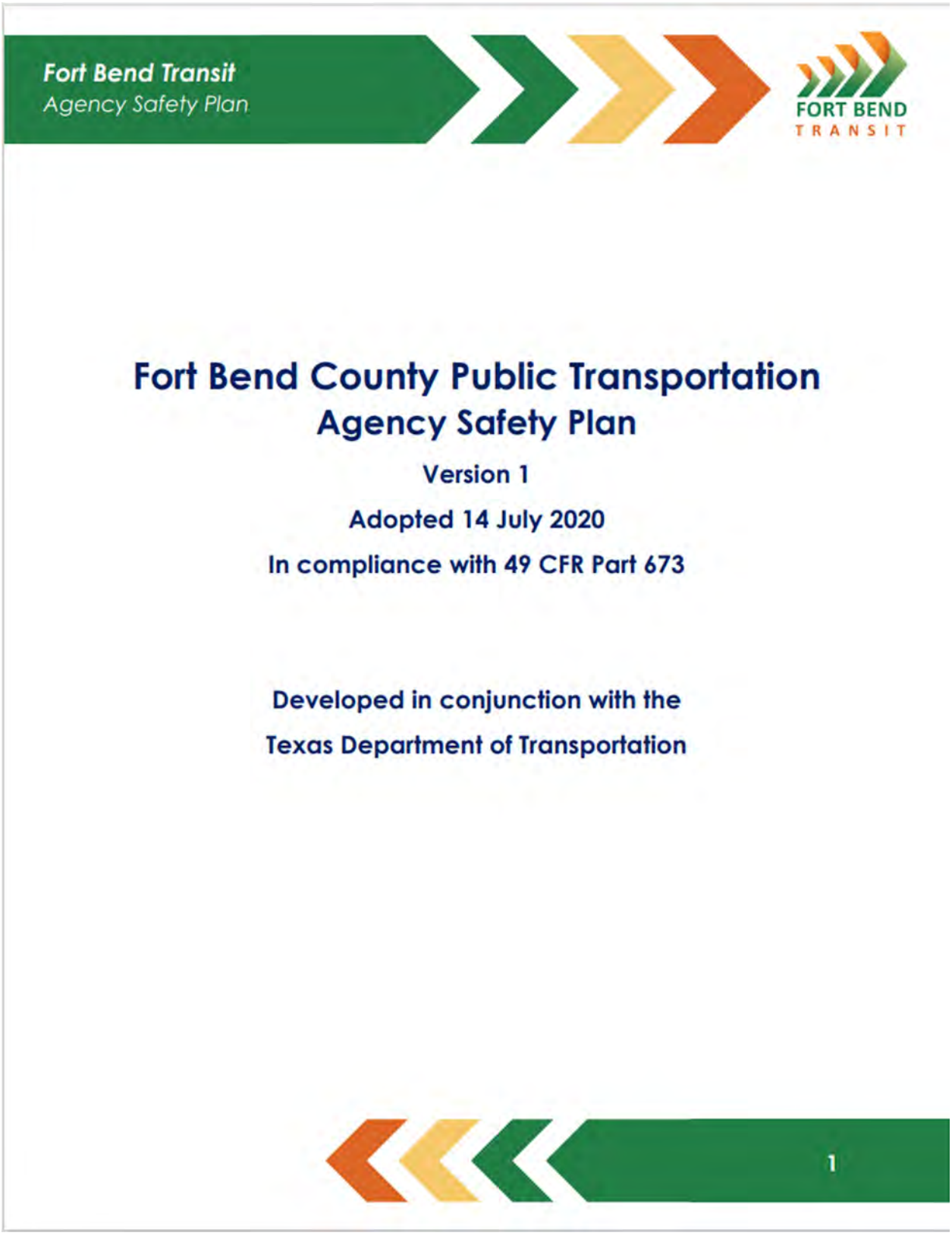


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1. EXECUTIVE SUMMARY

Moving Ahead for Progress in the 21st Century (MAP-21) granted the Federal Transit Administration (FTA) the authority to establish and enforce a comprehensive framework to oversee the safety of public transportation throughout the United States. MAP-21 expanded the regulatory authority of FTA to oversee safety, providing an opportunity to assist transit agencies in moving towards a more holistic, performance-based approach to Safety Management Systems (SMS). This authority was continued through the Fixing America's Surface Transportation Act (FAST Act).

In compliance with MAP-21 and the FAST Act, FTA promulgated a Public Transportation Safety Program on August 11, 2016, that adopted SMS as the foundation for developing and implementing a Safety Program. FTA is committed to developing, implementing, and consistently improving strategies and processes to ensure that transit achieves the highest practicable level of safety. SMS helps organizations improve upon their safety performance by supporting the institutionalization of beliefs, practices, and procedures for identifying, mitigating, and monitoring safety risks.

There are several components of the national safety program, including the National Public Transportation Safety Plan (NSP), that FTA published to provide guidance on managing safety risks and safety hazards. One element of the NSP is the Transit Asset Management (TAM) Plan. Public transportation agencies implemented TAM plans across the industry in 2018. The subject of this document is the Public Transportation Agency Safety Plan (PTASP) rule, 49 CFR Part 673, and guidance provided by FTA.

Safety is a core business function of all public transportation providers and should be systematically applied to every aspect of service delivery. At Fort Bend County Public Transportation, all levels of management, administration and operations are responsible for the safety of their clientele and themselves. To improve public transportation safety to the highest practicable level in the State of Texas and comply with FTA requirements, the Texas Department of Transportation (TxDOT) has developed this Agency Safety Plan (ASP) in collaboration with Fort Bend County and Fort Bend County Public Transportation.

To ensure that the necessary processes are in place to accomplish both enhanced safety at the local level and the goals of the NSP, the Fort Bend County Commissioners Court and Fort Bend County Public Transportation adopt this ASP and the tenets of SMS including a Safety Management Policy (SMP) and the processes for Safety Risk Management (SRM), Safety Assurance (SA), and Safety Promotion (SP), per 49 U.S.C. 5329(d)(1)(A).[1] While safety has always been a primary function at Fort Bend County Public Transportation, this document lays out a process to fully implement an SMS over the next several years that complies with the PTASP final rule.

[1] Federal Register, Vol. 81, No. 24

A. Plan Adoption – 673.11(a)(1)

This Public Transit Agency Safety Plan is hereby adopted, certified as compliant, and signed by:

Perri D'Armond, Transit Director for Fort Bend Public Transportation

Perri D'Armond — July 14, 2020

ACCOUNTABLE EXECUTIVE SIGNATURE — DATE

Since Fort Bend County Public Transportation is considered a department of Fort Bend County, the main governing body is the Fort Bend County Commissioners Court. Approval of this plan by the Fort Bend County Commissioners Court occurred on **14 July 2020** and is documented in minutes from the County Commissioners Court Meeting.

B. Certification of Compliance – 673.13(a)(b)

TxDOT certifies on July 17, 2020 that this Agency Safety Plan is in full compliance with 49 CFR Part 673 and has been adopted and will be implemented by Fort Bend Public Transportation as evidenced by the plan adoption signature and necessary County Commissioners Court approvals under Section 1.A of this plan.

2. TRANSIT AGENCY INFORMATION – 673.23(D)

Fort Bend County Public Transportation also referred to in this document as Fort Bend Transit is the public transportation provider for Fort Bend County. The Fort Bend Transit administrative, reservation, operations and maintenance center is located at 3737 Bamore Road, Rosenberg, TX 77471 and the mailing address is 301 Jackson Street, Richmond, TX 77469. Fort Bend Transit has contracted with First Transit, Inc. to provide transit operations support.

Fort Bend County established a County Public Transportation Department in June 2005 to provide safe and efficient rural and urban transit services to residents of Fort Bend County. The service area covers approximately 875 square miles and provides over 407, 000 passenger trips on an annual basis through the operation of two types of transit service – Commuter Park and Ride and Demand Response service. Fort Bend Transit has a core inventory of vehicles as well as a fleet provided through a contracted service provider.

Weekday commuter services are provided to Greenway Plaza, Galleria and Texas Medical Center areas of Houston from park and ride locations in Sugar Land and Rosenberg. The County is in the process of constructing an additional park and ride facility along the Westpark Toll Road in northeast Fort Bend County. Commuter Service operates during peak hours Monday through Friday, excluding Fort Bend County holidays, with routes starting as early as 4:30 am and ending as late as 9:00 pm.

Demand Response services operate to accommodate the first drop-off by 8:00 am and the last pickup by 5:00pm. Demand Response trips are provided within the County limits and/or to destinations in adjoining counties within one (1) mile of the Fort Bend County line. Advance reservations are required and can be requested up to thirty (30) calendar days in advance. Requests are taken on a first come first serve basis. The County provides additional services such as the Ambassador Program wherein passenger assistants help passengers with disabilities to and from their destination.

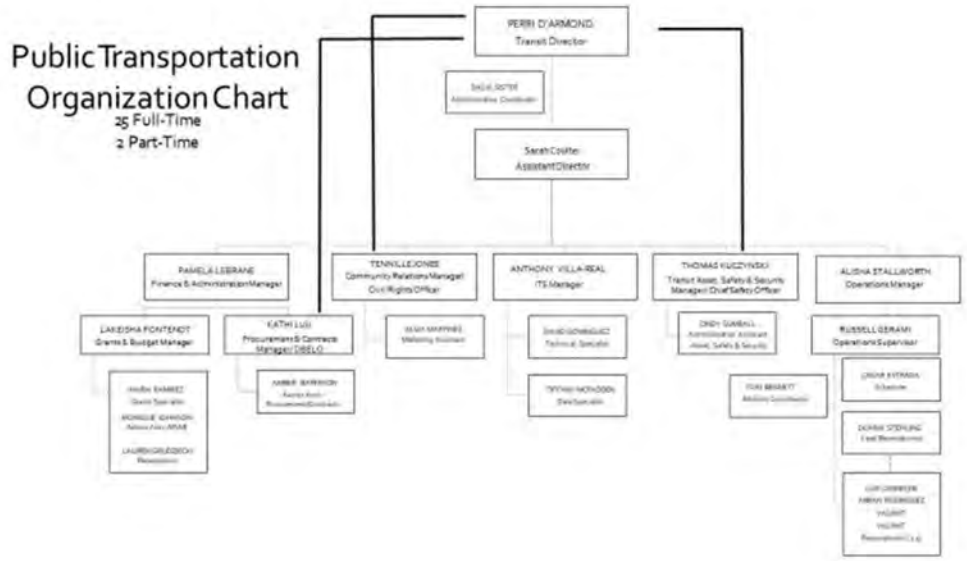
No additional transit service is provided by Fort Bend Transit on behalf of another transit agency or entity at the time of the development of this plan.

Table 1 contains agency information, while an organizational chart for Fort Bend Transit is provided in Figure 1.

TABLE 1: AGENCY INFORMATION

Information Type	Information
Full Transit Agency Name	Fort Bend Transit
Transit Agency Address	Physical Address: 3737 Bamore Road, Rosenberg, TX 77471 Mailing Address: 301 Jackson Street, Richmond, TX 77469
Name and Title of Accountable Executive 673.23(d)(1)	Perri D'Armond – Transit Director
Name of Chief Safety Officer or SMS Executive 673.23(d)(2)	Thomas Kuczynski – Transit Asset, Safety and Security Manager
Key Staff	Sarah Coulter – Transit Assistant Director; Alisha Lessey-Stallworth – Operations Manager; Cindy Sumrall – Administrative Assistant, Transit Asset, Safety and Security
Mode(s) of Service Covered by This Plan 673.11(b)	Commuter Service, Demand Response Service
List All FTA Funding Types (e.g., 5307, 5310, 5311)	5307, 5311, 5310, 5339, CMAQ, and TCEQ
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)	Commuter Service, Demand Response Service
Number of Vehicles Operated	55

FIGURE 1: FORT BEND TRANSIT ORGANIZATIONAL CHART



A. Authorities & Responsibilities – 673.23(d)

As stated in 49 CFR Part 673.23(d), Fort Bend Transit is establishing the necessary authority, accountabilities, and responsibilities for the management of safety amongst the key individuals within the organization, as those individuals relate to the development and management of our SMS. In general, the following defines the authority and responsibilities associated with our organization.

The **Accountable Executive** has ultimate responsibility for carrying out the SMS of our public transportation agency, and control or direction over the human and capital resources needed to develop and maintain both the ASP, in accordance with 49 U.S.C. 5329(d), and the agency's TAM Plan, in accordance with 49 U.S.C. 5326. The Accountable Executive has the authority and responsibility to address substandard performance in the Fort Bend Transit SMS, per 673.23(d)(1).

Agency leadership and executive management are those members of our agency leadership or executive management, other than the Accountable Executive, Chief Safety Officer (CSO)/SMS Executive, who have authority or responsibility for day-to-day implementation and operation of our agency's SMS.

The **CSO** is an adequately trained individual who has the authority and responsibility as designated by the Accountable Executive for the day-to-day implementation and operation of the Fort Bend Transit SMS. As such, the CSO can report directly to our transit agency's Accountable Executive.

Key staff is staff, groups of staff or committees to support the Accountable Executive, CSO, or SMS Executive in developing, implementing, and operating our agency's SMS.

Front line employees perform the daily tasks and activities where hazards can be readily identified so the identified hazards can be addressed before the hazards become adverse events. These employees are critical to SMS success through each employee's respective role in reporting safety hazards, which is where an effective SMS and positive safety culture begin.

Further detail on this authority and these responsibilities are described in *the Fort Bend County Public Transportation Employee Handbook* (Appendix A, Table 8 shows the document name, file name, and date of adoption). In addition, Fort Bend Transit will be reviewing and modifying, if necessary, our current job descriptions to ensure the job descriptions comply with 49 CFR Part 673.

3. SAFETY POLICIES AND PROCEDURES

A. Policy Statement – 673.23(a)

Fort Bend Transit recognizes that the management of safety is a core value of our business. The management team at Fort Bend Transit will embrace the SMS and is committed to developing, implementing, maintaining, and continuously improving processes to ensure the safety of our employees, customers, contractors, and the public. All levels of management and frontline employees are committed to safety and understand that safety is the primary responsibility of all employees.

Fort Bend Transit is committed to:

- Communicating the purpose and benefits of the SMS to all staff, managers, supervisors, employees, and contractors. All employees will receive appropriate information and SMS training.
- Providing appropriate management involvement and the necessary resources to establish an effective reporting system that will encourage employees to communicate and report any unsafe work conditions, hazards, or at-risk behavior to the management team.
- Identifying hazardous and unsafe work conditions and analyzing data from the reporting system to develop processes and procedures to mitigate safety risks to an acceptable level.
- Ensuring that no action will be taken against employees who disclose safety concerns through the reporting system unless disclosure indicates an illegal act, gross negligence, or deliberate or willful disregard of regulations or procedures.
- Establishing Safety Performance Targets (SPT) that are realistic, measurable, and data-driven.
- Continually improving our safety performance through management processes that ensure appropriate safety management action is taken and is effective.

I. Employee Safety Reporting Program – 673.23(b)

Frontline employees are a significant source of safety data. These employees are typically the first to spot unsafe conditions that arise from unplanned conditions either on the vehicles, in the maintenance shop, or in the field during operations. For this reason, the Employee Safety Reporting Program (ESRP) is a major tenet of the PTASP Rule. Under this rule, agencies must establish and implement a process that allows employees to report safety conditions directly to senior management; provides protections for employees who report safety conditions to senior management and includes a description of employee behaviors that may result in disciplinary action.

According to the *Fort Bend County Safety Manual* (Appendix A), each employee is expected to report to their Supervisor hazardous working conditions, unsafe practices, and unsafe equipment. In addition, Fort Bend Transit has a documented Customer Complaint process and procedure and makes available the information on the process and procedure to Fort Bend Transit passengers through the *Passenger Guidelines* document. The Fort Bend Transit Customer Complaint procedure 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. Complaints involving safety, security or discrimination shall be elevated to the appropriate manager immediately after being received. A follow up is conducted to ensure effective corrective actions have been implemented.

In addition, the *Fort Bend County Public Transportation Employee Handbook* guarantees that employees can feel safe in reporting any safety issues or other concerns. The handbook describes Fort Bend Transit's Open-Door Policy. The policy states that Fort Bend Transit recognizes that employees may have suggestions for improving our workplace, as well as complaints about the workplace. Fort Bend Transit feels that the most satisfactory solution to a job-related problem or concern is usually reached through a prompt discussion with an employee's manager. If the matter cannot be resolved with one's immediate manager, the employee may speak with their department or manager who will attempt to facilitate a solution. If an employee is unable to resolve the matter through the management chain of command in the department, the employee may choose to speak directly to anyone in Fort Bend County Human Resources.

Fort Bend Transit's Open-Door Policy also allows employees to voice their concerns anonymously. If an employee would like to submit an anonymous concern, the employee can contact Fort Bend County Human Resources at 281-341-8617 or the office of the County Judge or County Commissioner. Anonymous complaints must contain sufficient information to form a basis for action. This Open-Door Policy applies to every employee and extends to contractors and subcontractors. In situations involving Safety, Security, Fraud, or Theft an employee should immediately contact any level of management or the CSO directly, without fear of reprisal, and without the need to follow this Open-Door Policy complaint process. This may be done in person, by direct contact, phone call or email message.

Retaliation for using this Open-Door Policy is strictly prohibited and will not be tolerated, regardless of the outcome of the complaint. If an employee believes he or she did not receive fair treatment from their manager in the location or department chain of command under the Open-Door Policy, they should feel free to approach anyone in management or Human Resources at any time.

Fort Bend Transit will review and modify, if necessary, our *Fort Bend Transit Complaint Procedure* to develop the procedure into a full ESRP to ensure compliance with 49 CFR Part 673.

In general, the Fort Bend Transit ESRP will ensure that all employees are encouraged to report safety conditions directly to senior management or their direct supervisor for elevation to senior management.

The policy will include any contract employees. The policy will also spell out what protections are afforded employees who report safety-related conditions and will describe employee behaviors that are not covered by those protections. The policy will also elaborate on how safety conditions that are reported will be reported back to the initiator(s) – either to the individual or groups of individuals or organizations, dependent on the nature of the safety condition.

To bolster the information received from frontline employees, Fort Bend Transit will also review our current policy for how our agency receives information and safety-related data from employees and customers. If necessary, Fort Bend Transit will develop additional means for receiving, investigating and reporting the results from investigations back to the initiator(s) – either to the person, groups of persons, or distributed agency-wide to ensure that future reporting is encouraged.

II. Communicating the Policy Throughout the Agency – 673.23(c)

Fort Bend Transit is committed to ensuring the safety of our clientele, personnel, and operations. Part of that commitment is developing an SMS and agency-wide safety culture that reduces agency risk to the lowest level possible. The first step in developing a full SMS and agency-wide safety culture is communicating our SMP throughout our agency.

The SMP and safety objectives are at the forefront of all communications. This communication strategy will include posting the policy in prominent work locations for existing employees and adding the policy statement to the onboarding material for all new employees. In addition, the policy statement will become part of our agency's regular safety meetings and other safety communications efforts. The policy will be signed by the Accountable Executive so that all employees know that the policy is supported by management.

B. PTASP Development and Coordination with TxDOT – 673.11(d)

This PTASP has been developed by TxDOT on behalf of the Houston-Galveston Area Council (H-GAC) – the Metropolitan Planning Organization (MPO) for the urbanized region – Fort Bend County, and Fort Bend Transit in accordance with all requirements stated in 49 CFR Part 673 applicable to a small public transportation provider. TxDOT mailed a formal call for participation in a State-sponsored PTASP development process to all Texas Section 5307 small bus transit agencies on January 15, 2019 and followed that call with a series of phone calls and additional correspondence. Fort Bend Transit provided a letter to TxDOT opting into participation on May 1, 2019 and has been an active participant in the development of this plan through sharing existing documentation and participating in communication and coordination throughout the development of this plan. The Fort Bend Transit documentation used in the development of this plan is presented in Table 8, in Appendix A.

In support of tracking performance on our SA and SP processes, Fort Bend Transit conducts a yearly safety culture survey. The survey is intended to help Fort Bend Transit assess how well we communicate safety and safety performance information throughout our organization by gauging how safety is

perceived and embraced by Fort Bend Transit's administrators, supervisors, staff, and contractors. The survey is designed to help us assess how well we are conveying information on hazards and safety risks relevant to employees' roles and responsibilities and informing employees of safety actions taken in response to reports submitted through our ESRP. Results from our most recent survey were analyzed and incorporated into the implementation strategies contained in this ASP.

Once the documents were reviewed, an on-site interview was conducted with Fort Bend Transit to gain a better understanding of the agency. This understanding was necessary to ensure that the ASP was developed to fit Fort Bend Transit's size, operational characteristics, and capabilities.

The draft ASP was delivered to Fort Bend Transit in March 2020 for review and comment. Once the review was completed and any adjustments made, the final was delivered to Fort Bend Transit for review and adoption.

C. PTASP Annual Review – 673.11(a)(5)

Per 49 U.S.C. 5329(d)(1)(D), this plan includes provisions for annual updates of the SMS. As part of Fort Bend Transit's ongoing commitment to fully implementing SMS and engaging our agency employees in developing a robust safety culture, Fort Bend Transit will review the ASP and all supporting documentation annually. The review will be conducted as a precursor to certifying to FTA that the ASP is fully compliant with 49 CFR Part 673 and accurately reflects the agency's current implementation status. Certification will be accomplished through Fort Bend Transit's annual Certifications and Assurances reporting to FTA.

The annual review will include the ASP and supporting documents (Standard Operating Procedures [SOP], Policies, Manuals, etc.) that are used to fully implement all the processes used to manage safety at Fort Bend Transit. All changes will be noted (as discussed below) and the Accountable Executive will sign and date the title page of this document and provide documentation of approval by the Fort Bend County Commissioners Court, whether by signature or by reference to resolution.

The annual ASP review will follow the update activities and schedule provided below in Table 2. As processes are changed to fully implement SMS or new processes are developed, Fort Bend Transit will track those changes for use in the annual review.

TABLE 2: ASP ANNUAL UPDATE TIMELINE

Task	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept
Review Agency Operations	→	→						
Review SMS Documentation • *Safety Policy;* • *Risk Management;* • *Safety Assurance; and* • *Safety Promotion.*		→	→					
Review Previous Targets and Set or Continue Targets			→	→				
Report Targets to National Transit Database (NTD), TxDOT, H-GAC					→			
Make Any Necessary Adjustments to PTASP						→	→	
Update Version No., Adopt & Certify Plan Compliance								★

The following table, Table 3, will be used to record final changes made to the ASP during the annual update. This table will be a permanent record of the changes to the ASP over time.

TABLE 3: ASP RECORD OF CHANGES

Document Version	Section/Pages Changed	Reason for Change	Reviewer Name	Date of Change
Header	Text	Text	Text	Text
Header	Text	Text	Text	Text
Header	Text	Text	Text	Text

The implementation of SMS is an ongoing and iterative process, and as such, this PTASP is a working document. Therefore, a clear record of changes and adjustments is kept in the PTASP for the benefit of safety plan performance management and to comply with Federal statutes.

D. PTASP Maintenance – 673.11(a)(2)(c)

Fort Bend Transit will follow the annual review process outlined above and adjust this ASP as necessary to accurately reflect current implementation status. This plan will document the processes and activities related to SMS implementation as required under 49 CFR Part 673 Subpart C and will make necessary updates to this ASP as Fort Bend Transit continues to develop and refine our SMS implementation.

E. PTASP Documentation and Recordkeeping – 673.31

At all times, Fort Bend Transit will maintain documents that set forth our ASP, including those documents related to the implementation of Fort Bend Transit's SMS and those documents related to the results from SMS processes and activities. Fort Bend Transit will also maintain documents that are included in whole, or by reference, that describe the programs, policies, and procedures that our agency

uses to carry out our ASP and all iterations of those documents. These documents will be made available upon request to the FTA, other Federal entities, or TxDOT. These additional supporting documents are cataloged in Appendix A and the list will be kept current as a part of the annual ASP review and update.

F. Safety Performance Measures – 673.11(a)(3)

The PTASP Final Rule, 49 CFR Part 673.11(a)(3), requires that all public transportation providers must develop an ASP to include SPTs based on the safety performance measures established under the NSP. The safety performance measures outlined in the NSP were developed to ensure that the measures can be applied to all modes of public transportation and are based on data currently being submitted to the NTD. The safety performance measures included in the NSP are fatalities, injuries, safety events, and system reliability (State of Good Repair as developed and tracked in the TAM Plan).

There are seven (7) SPTs that must be included in each ASP that are based on the four (4) performance measures in the NSP. These SPTs are presented in terms of total numbers reported and rate per Vehicle Revenue Mile (VRM). Each of the seven (7) is required to be reported by mode as presented in Table 4.

TABLE 4: NSP SAFETY PERFORMANCE MEASURES

Safety Performance Measure	SPT	SPT
Fatalities	Total Number Reported	Rate Per Total VRM
Injuries	Total Number Reported	Rate Per Total VRM
Safety Events	Total Number Reported	Rate Per Total VRM
System Reliability	Mean distance between major mechanical failure	

Table 5 presents the baseline numbers for each of the Safety Performance Measures. Fort Bend Transit collected the past five (5) years of reported data to develop the rolling averages listed in the table.

TABLE 5: BASELINE 2019 SAFETY PERFORMANCE MEASURES

Mode	Fatalities	Rate of Fatalities*	Injuries	Rate of Injuries*	Safety Events	Rate of Safety Events*	Mean Distance Between Major Mechanical Failure
Fixed Route (Bus)	0	0	0.4	0.0000006	1.8	0.0000027	8,637
Demand Response	0	0	3	0.0000028	3.4	0.0000032	12,065

*rate = total number for the year/total revenue vehicle miles traveled

While safety has always been a major component of the Fort Bend Transit operation, the adoption of this ASP will result in changes across all aspects of the organization. The SPTs set in Table 6 and Table 7 reflects an acknowledgment that SMS implementation will produce new information that will be needed to accurately set meaningful SPTs. We will set our targets at the current NTD reported five-year average as we begin the process of fully implementing our SMS and developing our targeted safety

improvements. This will ensure that we do no worse than our baseline performance over the last five years.

TABLE 6: FIXED ROUTE (BUS) SAFETY PERFORMANCE TARGETS

Mode	Baseline	Target
Fatalities	0	0
Rate of Fatalities*	0	0
Injuries	0.4	0.4
Rate of Injuries*	0.0000006	0.0000006
Safety Events	1.8	1.8
Rate of Safety Events*	0.0000027	0.0000027
Mean Distance Between Major Mechanical Failure	8,637	8,637

*rate = total number for the year/total revenue vehicle miles traveled

TABLE 7: DEMAND RESPONSE SAFETY PERFORMANCE TARGETS

Mode	Baseline	Target
Fatalities	0	0
Rate of Fatalities*	0	0
Injuries	3	3
Rate of Injuries*	0.0000028	0.0000028
Safety Events	3.4	3.4
Rate of Safety Events*	0.0000032	0.0000032
System Reliability	12,065	12,065
Other	N/A	N/A

*rate = total number for the year/total revenue vehicle miles traveled

As part of the annual review of the ASP, Fort Bend Transit will reevaluate our SPTs and determine whether the SPTs need to be refined. As more data is collected as part of the SRM process discussed later in this plan, Fort Bend Transit may begin developing safety performance indicators to help inform management on safety-related investments.

G. Safety Performance Target Coordination – 673.15(a)(b)

Fort Bend Transit will make our SPTs available to TxDOT and H-GAC to aid in those agencies' respective regional and long-range planning processes. To the maximum extent practicable, Fort Bend Transit will coordinate with TxDOT and H-GAC in the selection of state and regional SPTs as documented in the Interagency Memorandum of Understanding (MOU).

Each year during the FTA Certifications and Assurances reporting process, Fort Bend Transit will transmit any updates to our SPTs to both H-GAC and TxDOT (unless those agencies specify another time in writing).

4. SAFETY MANAGEMENT SYSTEMS – 673 SUBPART C

As previously noted, FTA has adopted SMS as the basis for improving safety across the public transportation industry. In compliance with the National Safety Program, National Public Transportation Safety Plan, and 49 CFR Part 673, Fort Bend Transit is adopting SMS as the basis for directing and managing safety and risk at our agency. Fort Bend Transit has always viewed safety as a core business function. All levels of management and employees are accountable for appropriately identifying and effectively managing risk in all activities and operations to deliver improvements in safety and reduce risk to the lowest practical level during service delivery.

SMS is comprised of four basic components - SMP, SRM, SA, and SP. The SMP and SP are the enablers that provide structure and supporting activities that make SRM and SA possible and sustainable. The SRM and SA are the processes and activities for effectively managing safety as presented in Figure 2.

FIGURE 2: SAFETY MANAGEMENT SYSTEMS



A. Safety Risk Management – 673.25

Implementing SMS at Fort Bend Transit will be a priority over the next several years. This ASP is the first step to putting in place a systematic approach to managing the agency's risk. Fort Bend Transit has already taken several steps to implement SMS, such as developing this initial ASP and designating a CSO. During the first year of implementation, Fort Bend Transit will identify SMS roles and responsibilities and key stakeholder groups, identify key staff to support implementation, and ensure the identified staff receive SMS training. Fort Bend Transit will also develop a roadmap for full implementation, inform stakeholders about the ASP and update Commissioners Court and our agency's planning partners on our progress towards full implementation.

By adopting this ASP, Fort Bend Transit is establishing the SRM process presented in Figure 3 for identifying hazards and analyzing, assessing, and mitigating safety risk in compliance with the requirements of 49 CFR Part 673.25. The SRM processes described in this section are designed to implement the Fort Bend Transit SMS.

FIGURE 3: SAFETY RISK MANAGEMENT PROCESS



The implementation of the SRM component of the SMS will be carried out over the next year. The SRM components will be implemented through a program of improvement during which the SRM processes will be implemented, reviewed, evaluated, and revised as necessary, to ensure the processes are achieving the intended safety objectives as the processes are fully incorporated into Fort Bend Transit's standard operating procedures.

The SRM is focused on implementing and improving actionable strategies that Fort Bend Transit has undertaken to identify, assess, and mitigate risk. The creation of a Risk Register provides an accessible resource for documenting the SRM process, tracking the identified risks, and documenting the effectiveness of mitigation strategies in meeting defined safety objectives and performance measures. The draft Risk Register is presented in Figure 4.

FIGURE 4: DRAFT RISK REGISTER

Hazard	Type	Likelihood	Consequence	Resolution



As the SRM process progresses through the steps of identifying what may be wrong, what could happen as a result, and what steps Fort Bend Transit is taking to resolve the risk and mitigate the hazard, the CSO completes and publishes the various components of the Risk Register. These components include the use of safety hazard identification, safety risk assessment, and safety risk mitigation, as described in the following sections.

I. Safety Hazard Identification – 673.25(b)

Fort Bend Transit has a strategy in place to identify safety and operational risks based on individual vehicle assets. This strategy requires that all employees or contractors who perform maintenance and repairs to vehicles must complete a Risk Assessment prior to performing any work on a vehicle. The Risk Assessment process requires that employees or contractors who are about to perform a maintenance task must first confirm they possess the training, skills, knowledge, abilities, tools, and equipment to safely perform the task at hand.

In addition, Fort Bend Transit's *Operations Standards* require that no vehicle is placed into service that does not meet the minimum vehicle standards, is not in working condition according to acceptable practices or that does not meet applicable safety and operating standards for public transit vehicles. Vehicles placed into service must meet the minimum standards defined in the *Operations Standards*.

The Fort Bend Transit *Vehicle Maintenance Plan* is designed to protect County assets and ensure 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.

The contractor is required to furnish related policies, procedures, and/or reports, maintenance records, etc. The contractor will allow Fort Bend County and/or funding source representatives' access to vehicles, maintenance facilities, and/or documents as necessary to ensure compliance with contract provisions, operational standards, and applicable laws.

The contractor shall provide inspections, repairs, maintenance, 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 laws. Minimum preventive maintenance activities and inspections shall be performed and include periodic inspections and follow-up repairs. Preventative maintenance 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, etc.
- Wheelchair lifts, tie-downs, straps, etc. and/or fare collection and ticketing equipment.

Fort Bend Transit is working to implement the following expanded SRM process. The Fort Bend Transit SRM process is a forward-looking effort to identify safety hazards that could potentially result in negative safety outcomes. In the SRM process, a hazard is any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infra-structure of a public transportation system; or, damage to the environment.

Hazard identification focuses on out-of-the-norm conditions that need special attention or immediate action, new procedures, or training to resolve a condition that is unacceptable and return conditions to an acceptable level. Fort Bend Transit uses a variety of mechanisms for identifying and documenting hazards, namely:

- Through training and reporting procedures, Fort Bend Transit ensures personnel can identify hazards and that each employee clearly understands that the employee has a responsibility to immediately report any safety hazards identified to the employee's supervisors. Continued training helps employees to develop and improve the skills needed to identify hazards.
- Employee hazard training coupled with the ESRP ensures that Fort Bend Transit has full use of information from frontline employees for hazard identification.
- Upon receiving the hazard report, supervisors communicate the identified hazard to the CSO for entry into the Risk Register for risk assessment, classification, and possible mitigation.

- In carrying out the risk assessment, the CSO uses standard reporting forms (e.g. *Pre-and Post-Trip Inspection Forms* and *Vehicle Down Reports* to mitigate mechanical based safety hazards that are identified) and other reports completed on a routine basis by administrative, operations and maintenance. The Fort Bend Transit *System Safety and Security Plan* contains procedures for flagging and reporting hazards as a part of day-to-day operations.
- Supervisors are responsible for performing and documenting regular safety assessments, which include reporting and recommending methods to reduce identified hazards.
- Fort Bend Transit uses incident reports and records to determine specific areas of training that need to be covered with employees to ensure safety hazard identification is continually improved, and thus ensure that hazards are identified before an event recurrence.
- Incident reports are also analyzed by the risk management team to identify any recurring patterns or themes that would help to identify underlying hazards and root causes of the event that can be mitigated to prevent a recurrence.
- If a hazard is such that an employee would be reluctant to report the information due to perceived negative consequences (e.g. disciplinary action), alternative, anonymous reporting mechanisms are available through an anonymous suggestion box or anonymous online reporting form, or other secure mechanism.
- To increase the safety knowledge of our agency, the CSO, risk management personnel, and subject matter experts are also encouraged to participate in available professional development activities and peer-to-peer exchanges as a source of expertise and information on lessons learned and best practices in hazard identification.
- Other sources for hazard identification may include:
    - ESRP
    - Inspections of personnel job performance, vehicles, facilities, and other data
    - Investigations of safety events
    - Safety trend analysis of data currently collected
    - Training and evaluation records
    - Internal safety audits
    - External sources of hazard information could include:
        - FTA and other federal or state authorities
        - Reports from the public
        - Safety bulletins from manufacturers or industry associations

In addition to identifying the hazard, the hazard identification process also classifies the hazard by type (organizational, technical, or environmental) to assist the CSO in identifying the optimal combination of

departmental leadership and subject matter expertise to select in assembling the safety risk assessment team.

The various hazard types can also be categorized by subcategory for each type. For example, organizational hazards can be subcategorized into resourcing, procedural, training, or supervisory hazards. Each of the subcategories implies different types of mitigation strategies and potentially affect overall agency resources through varying costs for implementation. Technical hazards can be subcategorized into operational, maintenance, design, and equipment. Additionally, environmental hazards can be subcategorized into weather and natural, which is always a factor for every operation.

II. Safety Risk Assessment – 673.25(c)

The Fort Bend County Risk Management Department assists in the development of departmental safety programs. The Risk Management Department, coordinates and investigates all County accidents resulting in serious injury to an employee, maintains the records of individual employee injuries, and recommend changes in procedure to prevent reoccurrence. The Risk Department coordinates and cooperates with the Fort Bend County Sheriff's Office internal investigation committee in the investigation of all accidents involving a County employee. In addition, the Fort Bend Transit Safety Committee is alert for and analyzes safety hazards, unsafe conditions, and recommended changes. The Fort Bend Transit Safety Committee also demonstrates practical safety and first aid skills and conducts safety meetings.

As part of the new SRM process, Fort Bend Transit will develop methods to assess the likelihood and severity of the consequences of identified hazards, and prioritizes the hazards based on the safety risk. The process uses the Risk Register described in the previous section to address the next two components.

To accurately assess risk, Fort Bend Transit may need to perform an investigation. Fort Bend Transit currently investigates accidents or crashes and will review to determine if their current *Accidents and Incidents Tracking Procedure* will need to be revised to inform the SRM process. In conjunction with the Fort Bend County Safety Manual (Appendix A), this procedure will be developed to cover all risk assessments. Once fully developed, the document will become the Investigation SOP. The SOP will include accident investigation procedures as well as risk investigation procedures. These procedures will be used to investigate risks identified from multiple sources including the ESRP.

Safety risk is based on an assessment of the likelihood of a potential consequence and the potential severity of the consequences in terms of resulting harm or damage. The risk assessment also considers any previous mitigation efforts and the effectiveness of those efforts. The results of the assessment are used to populate the third and fourth components of the Risk Register as presented in Figure 5.

FIGURE 5: SAFETY RISK ASSESSMENT STEPS IN POPULATING THE RISK REGISTER

Hazard	Type	Likelihood	Consequence	Resolution

The risk assessment is conducted by the CSO and their risk management team through the Fort Bend Transit Safety Committee supplemented by subject matter experts from the respective department or section to which the risk applies. The process employs a safety risk matrix, similar to the one presented in Figure 6, that allows the team to visualize the assessed likelihood and severity, and to help decision-makers understand when actions are necessary to reduce or mitigate safety risk.

FIGURE 6: SAFETY RISK ASSESSMENT MATRIX

RISK ASSESSMENT MATRIX				
SEVERITY / LIKELIHOOD	Catastrophic (1)	Critical (2)	Marginal (3)	Negligible (4)
Frequent (A)	High	High	High	Medium
Probable (B)	High	High	Medium	Medium
Occasional (C)	High	Medium	Medium	Low
Remote (D)	Medium	Medium	Low	Low
Improbable (E)	Medium	Low	Low	Low

Although the current version of the matrix relies heavily on the examples and samples that are listed on the PTASP Technical Assistance Center website, lessons learned from the implementation process during the coming years will be used to customize the matrix that Fort Bend Transit will use to address our unique operating realities and leadership guidance.

The Risk Assessment Matrix is an important tool. If a risk is assessed and falls within one of the red zones, the risk is determined to be unacceptable under existing circumstances. This means that management must take action to mitigate the situation. This is where SRMs are developed. If the risk is assessed and falls within one of the yellow zones, the risk is determined to be acceptable, but monitoring is necessary. If the risk falls within one of the green zones, the risk is acceptable under the existing circumstances.

Once a hazard's likelihood and severity have been assessed, the CSO enters the hazard assessment into the Risk Register that is used to document the individual hazard and the type of risk it represents. This information is used to move to the next step, which is hazard mitigation.

III. Safety Risk Mitigation – 673.25(d)

Upon completion of the risk assessment, the CSO and the safety committee continue populating the Risk Register by identifying mitigations or strategies necessary to reduce the likelihood and/or severity of the consequences. The goal of this step is to avoid or eliminate the hazard or, when elimination is not likely or feasible, to reduce the assessed risk rating to an acceptable level (Figure 7). However, mitigations do not typically eliminate the risk.

FIGURE 7: RISK REGISTER MITIGATION COMPONENT

Hazard	Type	Likelihood	Consequence	Resolution

To accomplish this objective, the CSO, through the risk management team, works with subject matter experts from the respective department or section to which the risk applies. The risk management team then conducts a brainstorming exercise to elicit feedback from staff and supervisors with the highest level of expertise in the components of the hazard.

Documented risk resolution and hazard mitigation activities from previous Risk Register entries and the resolution's documented level of success at achieving the desired safety objectives may also be reviewed and considered in the process. If the hazard is external (e.g., roadway construction by an outside agency) information and input from external actors or experts may also be sought to take advantage of all reasonably available resources and avoid any unintended consequences.

Once a mitigation strategy is selected and adopted, the strategy is assigned to an appropriate staff member or team for implementation. The assigned personnel and the personnel's specific responsibilities are entered into the Risk Register. Among the responsibilities of the mitigation team leader is the documentation of the mitigation effort, including whether the mitigation was carried out as designed and whether the intended safety objectives were achieved. This information is recorded in the appendix to the Risk Register for use in subsequent SA activities and to monitor the effectiveness of the SRM program.

B. Safety Assurance – 673.27 (a)

Safety Assurance means processes within the Fort Bend Transit SMS that function to ensure a) the implementation and effectiveness of safety risk mitigation, and b) Fort Bend Transit meets or exceeds our safety objectives through the collection, measurement, analysis and assessment of information.

SA helps to ensure early identification of potential safety issues. SA also ensures that safeguards are in place and are effective in meeting Fort Bend Transit's critical safety objectives and contribute towards SPTs.

I. Safety Performance Monitoring and Measuring – 673.27 (b)

As the first step in the Fort Bend Transit SA program, Fort Bend Transit collects and monitors data on safety performance indicators through a variety of mechanisms described in the following sections. Safety performance indicators can provide early warning signs about safety risks. Fort Bend Transit currently relies primarily on lagging indicators representing negative safety outcomes that should be avoided or mitigated in the future. However, initiatives are underway to adopt a more robust set of leading indicators that monitor conditions that are likely to contribute to negative outcomes in the future. In addition to the day-to-day monitoring and investigation procedures detailed below, Fort Bend Transit will review and document the safety performance monitoring and measuring processes as part of the annual update of this ASP.

MONITORING COMPLIANCE AND SUFFICIENCY OF PROCEDURES – 673.27 (B)(1)

Fort Bend Transit monitors our system for personnel compliance with operations and maintenance procedures and monitors these procedures for sufficiency in meeting safety objectives. A list of documents describing the safety-related operations and maintenance procedures cited in this ASP is provided in Appendix A of this document.

Supervisors monitor employee compliance with Fort Bend Transit SOPS through direct observation and review of information from internal reporting systems from both employees, contractors, and customers.

Fort Bend Transit addresses non-compliance with standard procedures for operations and maintenance activities through a variety of actions, including a revision to training materials and delivery of employee

and supervisor training if the non-compliance is systemic. If the non-compliance is situational, then activities may include supplemental individualized training, coaching, and heightened management oversight, among other remedies.

Sometimes personnel are fully complying with the procedures, but the operations and maintenance procedures are inadequate and pose the risk of negative safety outcomes. In this case, the cognizant person submits the deficiency or a description of the inadequate procedures to the SRM process. Through the SRM process, the SRM team will then evaluate and analyze the potential organizational hazard and assign the identified hazard for mitigation and resolution, as appropriate. The SRM team will also conduct periodic self-evaluation and mitigation of any identified deficiencies in the SRM process itself.

MONITORING OPERATIONS – 673.27(B)(2)

Supervisors and Managers are required to monitor reports of safety events and SRM resolution reports to monitor the department's operations to identify any safety risk mitigations that may be ineffective, inappropriate, or not implemented as intended. If it is determined that the safety risk mitigation did not bring the risk to an acceptable level or otherwise failed to meet safety objectives, then the supervisor resubmits the safety risk/hazard to the SRM process. The CSO will work with the supervisor and subject matter experts to reanalyze the hazard and consequences and identify additional mitigation or alternative approaches to implementing the mitigation.

II. Safety Event Investigation – 673.27(B)(3)

Fort Bend Transit currently conducts investigations of safety events. From an SA perspective, the objective of the investigation is to identify causal factors of the event and to identify actionable strategies that Fort Bend Transit can employ to address any identifiable organizational, technical or environmental hazard at the root cause of the safety event.

Safety Event Investigations that do identify and document the root cause of an accident or other safety event are a critical component of the SA process because they are a primary source for the collection, measurement, analysis, and assessment of information. Fort Bend Transit gathers a variety of information to help in identifying and documenting hazards, namely:

- It is important, from the outset, to recognize our role in the overall response to any emergency which may occur. The primary responders are the emergency services and civil authorities. They have tried and tested procedures to deal with all the core elements, for example:
    - Scene safety and prevention of escalation;
    - Casualty management (all aspects including search and rescue, evacuation of people to the hospital, recovery of any deceased, provision of rest and reception centers for the uninjured, collation and coordination of casualty information and provision of casualty information to relatives and the media);

- Scene preservation; and
- Formal post-incident investigation Our Emergency Response Procedures are designed to complement the work of the emergency services whilst also recognizing their primacy in the above areas. We will work with the emergency services in a coordinated way which demonstrates our primary focus is upon assisting those involved whilst also addressing the parallel business considerations.

- When an incident is reported which fits our definition of an emergency, we need to be able to:
  - Identify what level the incident fits within our emergency criteria;
  - Notify the key people;
  - Assess the implications and response needed;
  - Assemble and deploy a response team covering all key elements; and
  - Manage all elements of the incident response.
- To achieve this control of the emergency, we require two 'teams' to cover the following elements:
  - Management - the *Emergency Response Management Team* (ERMT); and
  - Scene response - the *Scene Response Team* (SRT).
- The work of these two teams is supported by processes and protocols addressing each of the following key areas:
  - Accommodation - the Emergency Response Room (ERR);
  - Communications;
  - Mobilization, call-out and response resilience;
  - Media; and
  - Health, safety and welfare.
- In most Level 1 and some Level 2 incidents, it will not normally be necessary or appropriate to implement all elements of this process in the manner outlined, e.g., the mobilization of a full ERMT and an ERR. However, it is important to recognize the issues which apply are the same and need to be addressed, albeit on a lesser scale. Any truncated response procedures we adopt must still address the key issues.
- The purpose of the ERMT is to manage, efficiently and effectively, all aspects of the incident itself. This includes:
  - Response at the scene;
  - Consequential impacts upon the business (locally not corporately);
  - Health, safety and welfare of staff;

- Welfare and support of passengers or other members of the public involved in the incident (in support of the emergency services); and

- Business continuity (as appropriate depending on circumstances). Through training and reporting procedures Fort Bend Transit ensures employees can identify hazards and that each employee clearly understands that the employee has a responsibility to immediately report any safety hazards identified to the employee's supervisors. Continued training helps employees to improve the skills needed to identify hazards.
- The CSO, working with content specialists, evaluates the incident report and other available information to determine the root cause of the accident/event. Follow up with driver or other cognizant parties may be necessary to elicit additional information.
- The CSO identifies any hazards noted in the incident report and refers those hazards to the SRM process.

MONITORING INTERNAL SAFETY REPORTING PROGRAMS – 673.27(B)(4)

As a primary part of the internal safety reporting program, our agency monitors information reported through the ESRP. When a report originating through the complaint process documents a safety hazard, the supervisor submits the hazards identified through the internal reporting process, including previous mitigation in place at the time of the safety event. The supervisor submits the hazard report to the SRM process to be analyzed, evaluated, and if appropriate, assigned for mitigation/resolution.

OTHER SAFETY ASSURANCE INITIATIVES

Because leading indicators can be more useful for safety performance monitoring and measurement than lagging indicators, Fort Bend Transit is undertaking efforts to implement processes to identify and monitor more leading indicators or conditions that have the potential to become or contribute to negative safety outcomes. This may include trend analysis of environmental conditions through monitoring National Weather Service data; monitoring trends toward or away from meeting the identified SPTs; or other indicators as appropriate.

C. Safety Promotion – 673.29

Management support is essential to developing and implementing SMS. SP includes all aspects of how, why, when and to whom management communicates safety-related topics. SP also includes when and how training is provided. The following sections outline both the safety competencies and training that Fort Bend Transit will implement and how safety-related information will be communicated.

I. Safety Competencies and Training – 673.29(a)

Fort Bend Transit provides comprehensive training to all employees regarding each employee's job duties and general responsibilities. This training includes safety responsibilities related to the

employee's position. In addition, regular driver safety meetings are held to ensure that safety-related information is relayed to the key members of our agency's safety processes.

As part of SMS implementation, Fort Bend Transit will be conducting the following activities:

- Conduct a thorough review of all current general staff categories (administrative, driver, supervisor, mechanic, maintenance, etc.) and the respective staff safety-related responsibilities.
- Assess the training requirements spelled out in 49 CFR Part 672 and the various courses required for different positions. (Fort Bend Transit is not subject to the requirements under 49 CFR Part 672 but will review the training requirements to understand what training is being required of other larger agencies in the event these trainings might be useful).
- Assess the training material available on the FTA PTASP Technical Assistance Center website.
- Review other training material available from industry sources such as the Community Transportation Association of America and the American Public Transportation Association websites.
- Develop a set of competencies and trainings required to meet the safety-related activities for each general staff category.
- Develop expectations for ongoing safety training and safety meeting attendance.
- Develop a training matrix to track progress on individuals and groups within the organization.
- Adjust job notices associated with general staff categories to ensure that new personnel understands the safety-related competencies and training needs and the safety-related responsibilities of the job.
- Include refresher training in all trainings and apply it to agency personnel and contractors.

II. Safety Communication – 673.29(b)

Fort Bend Transit regularly communicates safety and safety performance information throughout our agency's organization that, at a minimum, conveys information on hazards and safety risks relevant to employees' roles and responsibilities and informs employees of safety actions taken in response to reports submitted through the ESRP (noted in Section 3.A.I) or other means.

Fort Bend Transit Accountable Executive communicates safety-related information to the Fort Bend County Commissioners quarterly as required. In addition, Fort Bend Transit holds regularly scheduled meetings with drivers to ensure that any safety-related information is passed along that would affect the execution of the drivers' duties. Fort Bend Transit also posts safety-related and other pertinent information in common areas for all employees.

Fort Bend Transit will begin systematically collecting, cataloging, and, where appropriate, analyzing and reporting safety and performance information to all staff. To determine what information should be

reported, how the information should be reported and to whom, Fort Bend Transit will answer the following questions:

- What information does this individual need to do their job?
- How can we ensure the individual understands what is communicated?
- How can we ensure the individual understands what action must be taken as a result of the information?
- How can we ensure the information is accurate and kept up-to-date?
- Are there any privacy or security concerns to consider when sharing information? If so, what should we do to address these concerns?

In addition, Fort Bend Transit will review our current communications strategies and determine whether others are needed. As part of this effort, Fort Bend Transit has conducted, and will continue to conduct, a Safety Culture Survey to understand how safety is perceived in the workplace and what areas Fort Bend Transit should address to fully implement a safety culture at our agency.

5. APPENDIX A

TABLE 8: PTASP SUPPORTING DOCUMENTS

File Name	Revision Date	Document Name	Document Owner
safety_manual-risk management	1/1/2007	Fort Bend County, Texas Safety Manual	Fort Bend County
20196-01-15 Passenger Guidelines 2019 FINAL 01.15.19 (3).pdf	09/27/2022	Passenger Guidelines, A Citizen's Guide for Accessing Services and Operating Policies and Procedures	
16a1_Drug Free Workplace Policy.pdf	01/30/2021	Section 300 - DRUG-FREE AND ALCOHOL-FREE WORKPLACE	
2020-06-30 FBC Operation Standards.pdf	10/27/2020	FORT BEND COUNTY PUBLIC TRANSPORTATION DEPARTMENT OPERATIONS STANDARDS	
2018-10-01 FY19 FTA Master Agreement (25).pdf	10/1/2018		
20190621_PTASP_Document Review_Checklist_FortBendCounty.xlsx	6/21/2019		
EEO Section 103.01.pdf	09/10/2019	FORT BEND COUNTY EMPLOYEE INFORMATION MANUAL, 103 - EQUAL EMPLOYMENT OPPORTUNITY	
Fort Bend County Public Transportation - Annex S.pdf	4/21/2022		
Fort Bend County Employee Handbook	07/01/2021	Fort Bend County Employee Handbook	
Accident and Incident Procedure	6/19/2014	Fort Bend Transit Accident and Incident Procedure	
TAM Plan Final.docx	12/15/2021	Transit Asset Management Plan	Fort Bend County Public Transportation Department

A. Glossary of Terms

Accident: means an event that involves any of the following: a loss of life; a report of a serious injury to a person; a collision of transit vehicles; an evacuation for life safety reasons; at any location, at any time, whatever the cause.

Accountable Executive (typically the highest executive in the agency): means a single, identifiable person who has ultimate responsibility for carrying out the SMS of a public transportation agency, and control or direction over the human and capital resources needed to develop and maintain both the agency's PTASP, in accordance with 49 U.S.C. 5329(d), and the agency's TAM Plan in accordance with 49 U.S.C. 5326.

Agency Leadership and Executive Management: means those members of agency leadership or executive management (other than an Accountable Executive, CSO, or SMS Executive) who have authorities or responsibilities for day-to-day implementation and operation of an agency's SMS.

Chief Safety Officer (CSO): means an adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A CSO may not serve in other operational or maintenance capacity, unless the CSO is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

Corrective Maintenance: Specific, unscheduled maintenance typically performed to identify, isolate, and rectify a condition or fault so that the failed asset or asset component can be restored to a safe operational condition within the tolerances or limits established for in-service operations.

Equivalent Authority: means an entity that carries out duties similar to that of a Board of Directors, for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's PTASP.

Event: means an accident, incident, or occurrence.

Federal Transit Administration (FTA): means the Federal Transit Administration, an operating administration within the United States Department of Transportation.

Hazard: means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Incident: means an event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

Investigation: means the process of determining the causal and contributing factors of an accident, incident, or hazard, to prevent recurrence and mitigating risk.

Key staff: means a group of staff or committees to support the Accountable Executive, CSO, or SMS Executive in developing, implementing, and operating the agency's SMS.

Major Mechanical Failures: means failures caused by vehicle malfunctions or subpar vehicle condition which requires that the vehicle be pulled from service.

National Public Transportation Safety Plan (NSP): means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.

Occurrence: means an event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

Operator of a Public Transportation System: means a provider of public transportation as defined under 49 U.S.C. 5302(14).

Passenger: means a person, other than an operator, who is on board, boarding, or alighting from a vehicle on a public transportation system for travel.

Performance Measure: means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Performance Target: means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FTA.

Preventative Maintenance: means regular, scheduled, and/or recurring maintenance of assets (equipment and facilities) as required by manufacturer or vendor requirements, typically to maintain assets in satisfactory operating condition. Preventative maintenance is conducted by providing for systematic inspection, detection, and correction of anticipated failures either before they occur or before they develop into major defects. Preventative maintenance is maintenance, including tests, measurements, adjustments, and parts replacement, performed specifically to prevent faults from occurring. The primary goal of preventative maintenance is to avoid or mitigate the consequences of the failure of equipment.

Public Transportation Agency Safety Plan (PTASP): means the documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and this part.

Risk: means the composite of predicted severity and likelihood of the potential effect of a hazard.

Risk Mitigation: means a method or methods to eliminate or reduce the effects of hazards.

Road Calls: means specific, unscheduled maintenance requiring either the emergency repair or service of a piece of equipment in the field or the towing of the unit to the garage or shop.

Safety Assurance (SA): means the process within a transit agency's SMS that functions to ensure the implementation and effectiveness of safety risk mitigation and ensures that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Management Policy (SMP): means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of the agency's employees regarding safety.

Safety Management System (SMS): means the formal, top-down, data-driven, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Safety Management System (SMS) Executive: means a CSO or an equivalent.

Safety Objective: means a general goal or desired outcome related to safety.

Safety Performance: means an organization's safety effectiveness and efficiency, as defined by safety performance indicators and targets, measured against the organization's safety objectives.

Safety Performance Indicator: means a data-driven, quantifiable parameter used for monitoring and assessing safety performance.

Safety Performance Measure: means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Safety Performance Monitoring: means activities aimed at the quantification of an organization's safety effectiveness and efficiency during service delivery operations, through a combination of safety performance indicators and SPTs.

Safety Performance Target (SPT): means a quantifiable level of performance or condition, expressed as a value for a given performance measure, achieved over a specified timeframe related to safety management activities.

Safety Promotion (SP): means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Safety Risk: means the assessed probability and severity of the potential consequence(s) of a hazard, using as reference the worst foreseeable, but a credible, outcome.

Safety Risk Assessment: means the formal activity whereby a transit agency determines SRM priorities by establishing the significance or value of its safety risks.

Safety Risk Management (SRM): means a process within a transit agency's Safety Plan for identifying hazards, assessing the hazards, and mitigating safety risk.

Safety Risk Mitigation: means the activities whereby a public transportation agency controls the probability or severity of the potential consequences of hazards.

Safety Risk Probability: means the likelihood that a consequence might occur, taking as reference the worst foreseeable, but credible, condition.

Safety Risk Severity: means the anticipated effects of a consequence, should the consequence materialize, taking as reference the worst foreseeable, but credible, condition.

Serious Injury: means any injury which:

- Requires hospitalization for more than 48 hours, commencing within seven days from the date that the injury was received;
- Results in a fracture of any bone (except simple fractures of fingers, toes, or nose);
- Causes severe hemorrhages, nerve, muscle, or tendon damage;
- Involves any internal organ; or
- Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

Small Public Transportation Provider: means a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

State: means a State of the United States, the District of Columbia, or the Territories of Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.

State of Good Repair: means the condition in which a capital asset is able to operate at a full level of performance.

State Safety Oversight Agency: means an agency established by a State that meets the requirements and performs the functions specified by 49 U.S.C. 5329(e) and the regulations set forth in 49 CFR part 674.

Transit Agency: means an operator of a public transportation system.

Transit Asset Management (TAM) Plan: means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, to provide safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

Vehicle Revenue Miles (VRM): means the miles that vehicles are scheduled to or travel while in revenue service. Vehicle revenue miles include layover/recovery time and exclude deadhead; operator training; vehicle maintenance testing; and school bus and charter services.

B. Additional Acronyms Used

ASP: Agency Safety Plan

ERMT: Emergency Response Management Team

ERPM: Emergency Response Procedures Manual

ERR: Emergency Response Room

ESRP: Employee Safety Reporting Program

FAST Act: Fixing America's Surface Transportation Act

Fort Bend Transit: Fort Bend County Public Transportation

H-GAC: Houston-Galveston Area Council (the MPO for the urbanized region)

MAP-21: Moving Ahead for Progress in the 21st Century Act

MOU: Memorandum of Understanding

MPO: Metropolitan Planning Organization

NTD: National Transit Database

SOP: Standard Operating Procedure

SRT: Scene Response Team

TxDOT: Texas Department of Transportation

6. APPENDIX B

A. Commissioners Court Minutes or Resolution

Public Transportation Agenda Items for July 14, 2020:

Discussion Agenda Items:

- Agenda Item (25) Take all appropriate action on the Fort Bend County Public Transportation Agency Safety Plan.

Description: In compliance with Moving Ahead for Progress in the 21st Century (MAP-21) and the Fixing America's Surface Transportation Act (FAST Act), the FTA promulgated a Public Transportation Safety Program on August 11, 2016, that adopted Safety Management System (SMS) as the foundation for developing and implementing a Safety Program.

Appendix B – Inspection Template

Table B1 - Rolling Stock Visual Inspection Checklist							
Bus #							
Tag #							
Texas Tag #							
Mileage							
Inspection Due							
Exterior Body							
Tire Tread							
Lights/Wipers							
Wheel Chair Straps							
Dash Lights/Signals							
Exterior/Interior Clean							
Windows/Mirrors/Horn							
Cameras/DVD							
Fare Box MDT Mount							
Proper Decals							
Inspection Due							
Fire Ext/First Aid							
Facemask Container Full							
Hand Sanitizer Dispenser Full							

Appendix C – Title IV Complaint Form and Procedures

Fort Bend County Public Transportation Department
Title VI Complaint Form

Any person who feels he or she may have been discriminated against is encouraged to report such a violation to the Fort Bend County Public Transportation Department within 180 days of the alleged discrimination. You may file a complaint with the Fort Bend County Public Transportation Department, Attention Civil Rights Officer, 301 Jackson St. Richmond, TX 77469; by telephone (281) 633- RIDE (7433); by fax (832) 471-1843; or by email at transit@fortbendcountytx.gov. If information is needed in another language, please contact our office at 281-633-RIDE (7433).

Chinese - 鼓勵任何認為自己受到歧視的人在被指控的歧視之日起180天內向本德縣公共交通部門舉報此類違法行為。您可以向本德堡縣公共交通部門投訴，民權官員，德克薩斯州傑克遜街301號，郵政編碼77469；通過電話（281）633-乘車（7433）；傳真（832）471-1843；或通過電子郵件發送至transit@fortbendcountytx.gov。如果需要其他語言的信息，請致電281-633-RIDE（7433）與我們的辦公室聯繫。

Korean - 차별을 받았다고 생각하는 사람은 차별 혐의가 발생한 날로부터 180 일 이내에 이러한 위반 사항을 포트 벤드 카운티 대중 교통부에 신고 할 것을 권장합니다. 포트 벤드 카운티 대중 교통부, 민권 담당관, 301 Jackson St. Richmond, TX 77469에 불만을 제기 할 수 있습니다. 전화로 (281) 633- RIDE (7433); 팩스 (832) 471-1843; 또는 Transit@fortbendcountytx.gov 로 이메일을 보내 주십시오 . 다른 언어로 된 정보가 필요한 경우 281-633-RIDE (7433)로 저희 사무실에 문의하십시오.

Vietnamese - Bất kỳ người nào cảm thấy mình có thể bị phân biệt đối xử được khuyến khích báo cáo hành vi vi phạm đó cho Sở Giao thông Công cộng Quận Fort Bend trong vòng 180 ngày kể từ ngày bị cáo buộc phân biệt đối xử. Bạn có thể nộp đơn khiếu nại với Sở Giao thông Công cộng Quận Fort Bend, Cán bộ Quyền công dân Chú ý, 301 Jackson St. Richmond, TX 77469; qua điện thoại (281) 633- RIDE (7433); qua fax (832) 471-1843; hoặc qua email tại transit@fortbendcountytx.gov . Nếu cần thông tin bằng ngôn ngữ khác, vui lòng liên hệ với văn phòng của chúng tôi theo số 281-633-RIDE (7433).

Russian - Любому человеку, который считает, что он или она могли подвергнуться дискриминации, рекомендуется сообщить о таком нарушении в Департамент общественного транспорта округа Форт-Бенд в течение 180 дней с момента предполагаемой дискриминации. Вы можете подать жалобу в Департамент общественного транспорта округа Форт-Бенд, внимательному сотруднику по гражданским правам, 301 Jackson St. Richmond, TX 77469; по телефону (281) 633-RIDE (7433); по факсу (832) 471-1843; или по электронной почте: transit@fortbendcountytx.gov . Если вам нужна

информация на другом языке, пожалуйста, свяжитесь с нашим офисом по телефону 281-633-RIDE (7433).

Spanish - Se alienta a cualquier persona que sienta que puede haber sido discriminada a informar dicha violación al Departamento de Transporte Público del Condado de Fort Bend dentro de los 180 días posteriores a la supuesta discriminación. Puede presentar una queja ante el Departamento de Transporte Público del Condado de Fort Bend, Atención al Oficial de Derechos Civiles, 301 Jackson St. Richmond, TX 77469; por teléfono (281) 633- RIDE (7433); por fax (832) 471-1843; o por correo electrónico a transit@fortbendcountytx.gov . Si necesita información en otro idioma, comuníquese con nuestra oficina al 281-633-RIDE (7433).

Hindi - कोई भी व्यक्ति जो महसूस करता है कि उसके साथ भेदभाव किया गया है या कथित भेदभाव के 180 दिनों के भीतर फोर्ट बेंड काउंटी पब्लिक ट्रांसपोर्ट डिपार्टमेंट को इस तरह के उल्लंघन की रिपोर्ट करने के लिए प्रोत्साहित किया जाता है। आप फोर्ट बेंड काउंटी पब्लिक ट्रांसपोर्ट डिपार्टमेंट, ध्यान नागरिक अधिकार अधिकारी, 301 जैक्सन सेंट रिचमंड, TX 77469 के साथ शिकायत दर्ज कर सकते हैं; टेलीफोन द्वारा (281) 633- RIDE (7433); फैक्स द्वारा (832) 471-1843; या transit@fortbendcountytx.gov पर ईमेल द्वारा । यदि किसी अन्य भाषा में जानकारी की आवश्यकता है, तो कृपया हमारे कार्यालय से 281-633-RIDE (7433) पर संपर्क करें।

Haitian Creole - Nenpòt moun ki santi ke li oswa li te diskrimine kont ankouraje yo rapòte yon vyolasyon sa a Depatman Transpòtasyon Piblik Konte Fort Bend nan 180 jou apre diskriminasyon an swadizan. Ou ka depoze yon plent nan Depatman Transpò Piblik Konte Fort Bend, Ofisye Dwa Sivil Atansyon, 301 Jackson St. Richmond, TX 77469; pa telefòn (281) 633-RIDE (7433); pa faks (832) 471-1843; oswa pa imèl nan transit@fortbendcountytx.gov . Si enfòmasyon yo bezwen nan yon lòt lang, tanpri kontakte biwo nou an nan 281-633-RIDE (7433).

French - Toute personne qui estime avoir été victime de discrimination est encouragée à signaler une telle violation au département des transports publics du comté de Fort Bend dans les 180 jours suivant la discrimination alléguée. Vous pouvez déposer une plainte auprès du Département des transports publics du comté de Fort Bend, à l'attention de l'agent des droits civils, 301 Jackson St. Richmond, TX 77469; par téléphone (281) 633- RIDE (7433); par fax (832) 471-1843; ou par e-mail à transit@fortbendcountytx.gov . Si des informations sont nécessaires dans une autre langue, veuillez contacter notre bureau au 281-633-RIDE (7433).

Fort Bend County Public Transportation Department
Title VI Complaint Form

Title VI of the 1964 Civil Rights Act requires that "No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." The Fort Bend County Public Transportation Department is committed to a policy of non-discrimination in the conduct of its business, including the responsibility to deliver equitable and accessible public transportation services.

Any person who feels he or she may have been discriminated against is encouraged to report such a violation to the Fort Bend County Public Transportation Department within 180 days of the alleged discrimination.

The following information is necessary to assist us in processing your complaint. Should you require any assistance in completing this form, or if information is needed in another language, please let us know by telephone (281) 633-7433 or by email at Transit@co.fort-bend.tx.us. Complete and return this form to Fort Bend County Public Transportation Department, Attention Civil Rights Officer, 301 Jackson Street, Richmond Texas 77469.

1.Complainant's Name _____

2.Address_____

3.City, State and Zip Code_____

4.Telephone Number_____(alternate)_____

5.Email Address_____

6.Person discriminated against (if someone other than the complainant)

Name_____
Address_____
City, State and Zip Code_____
Please explain your relationship to this person _____

7.Which of the following best describes the reason you believe the discrimination tookplace? Was it because of your:

a.Race/Color/Ethnicity_____

b.National Origin _____

c. Low Income_____

d. Limited English_____

8. What date did the alleged discrimination take place._____

9. In our own words, describe the alleged discrimination. Explain what happened and whom you believe was responsible. Please use the back of this form if additional space is required.

If you need additional space, an additional sheet is attached for that purpose.

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

10. Have you filed this complaint with any other federal, state, or local agency; or with any federal or state court? _____ Yes _____ No

If yes, check all that apply:
____ Federal agency ____ Federal court
____ State agency ____ State court
____ Local agency

11. Please provide information about a contact person at the agency/court where the complaint was filed if applicable.

Name _____
Address _____
City, State, and Zip Code _____
Telephone Number _____

Please sign below. You may attach any written materials or other information that you think is relevant to your complaint.

_____
Complainant's Signature Date

Additional space if needed.

Appendix E – Acronyms

ASP: Agency Safety Plan

BUR: Back Up Run

DO: Drop off

DR: Demand Response

ERMT: Emergency Response Management Team

ERPM: Emergency Response Procedures Manual

ERR: Emergency Response Room

ESRP: Employee Safety Reporting Program

FAST: Fixing American's Surface Transportation

FBC: Fort Bend County

FBT: Fort Bend Transit

FTA: Federal Transit Administration

H-GAC: Houston-Galveston Area Council (MPO for the Houston Urbanized Area)

LK: Lock

MAP-21: Moving Ahead for Progress in the 21st Century

MOU: Memorandum of Understanding

MPO: Metropolitan Planning Organization

NET: Not Earlier Than

NLT: Not Later Than

NTD: National Transit Database

NS: No Show

PU: Pick Up

SB: Senate Bill

SGR: State of Good Repair

SOP: Standard Operating Procedure

SRS Seniors

SRT: Scene Response Team

SUB: Subscription

TAM: Transit Asset Management

TERM: Transit Economic Requirement Model

TxDOT: Texas Department of Transportation

ULB: Useful Life Benchmark

VO: Victim of Crime

WA: Waiver

Appendix F – Accident and Incident Reporting Procedure

An accident or incident has occurred

- The Operator notifies dispatch immediately and verbally provides the following information:
    a. Address of the accident/incident
    b. Brief description of the accident
    c. Number of passengers on board
    d. Number of injuries reported
    e. Do they need the police or EMS
    f. Determination if the vehicle is drivable
- Once dispatch receives the report that an accident has occurred, dispatch will notify Contractor Management, who will, in turn, notify the Fort Bend County Chief Safety Officer via email, text message, or phone call.
- Contractor Safety Manager is dispatched immediately to the scene
- Dispatch to contact EMS and the police if required
- Dispatch to arrange for a second vehicle to transport any passengers to their original destination if required

At the scene of the accident

- Once the Contractor Safety Manager reaches the scene, greet the driver, assess them for injury, and secure them in YOUR vehicle if they are unharmed.
- Verify that the passengers are ok. If they are unharmed, ask them to complete a witness statement and sign a refusal to treat card.
- If required, contact dispatch for EMS and perform first aid until medics arrive
- Contact dispatch for notification of emergency contact for passengers who have a CD on their profile
- Introduce yourself to the officer on scene and ask for the following information:
    a. Driver License of other driver(s)
    b. Driver license number of Vehicle(s)
    c. Insurance Company and Policy Number
    d. Witness list and Contact Information
    e. Information on Passengers on Board at that time of the accident
    f. Any contributing factors
- After greeting the officer, be sure to get his/her card with accident #
- If the officer has not already gathered the information yet, then proceed to the driver of the other vehicle(s), introduce yourself and ask for the list above and ask if the other driver is OK.
- Document all information above and take pictures of all sides of all vehicles involved, the site where the accident occurred, any obstructions to vision, the intersection, skid marks, any contributing factors, the VINs and the license plates on each vehicle.

- If the other driver(s) hand you the vehicle information, insurance, or driver's license, take a photo of each.
- Once these items are complete begin filling out the FTA post-accident decision tree, complete testing as required by the accident tree. (Remember "Nurse, Hearse or Tow") Proceed immediately to the Post Accident test, if required, time limits apply. If you are going to miss a testing threshold, document the reasons why and include with your report.
- Test as soon as possible.
- Inform dispatch of the time the accident cleared and next steps after clearing the accident scene, for example, headed to office or testing center.

At the testing center or at the office

- Begin completing the accident report with all information, who/what/when where/why. No opinions - only the facts that you have been given or that you observe.
- Obtain the driver's statement, written in the drivers own hand. Do not coach the driver this is their statement of what occurred from their point of view.

At the office

- When the accident investigation is complete, proceed to the yard and complete your accident report.
- If you've obtained all information, release the driver and advise them that we will contact them when the Accident Investigation is complete and testing results have been obtained, if applicable.
- Within 24 hours of the accident or incident, complete the Contractor and Fort Bend Transit accident reports, compile them with the photo evidence and the driver statement and send all documents to Fort Bend County.

FORT BEND COUNTY
PUBLIC TRANSPORTATION

ACCIDENT FORM

DATE OF INCIDENT:_____ TIME OF INCIDENT:_____
COUNTY BUS UNIT NUMBER:_____ ROUTE NUMBER:_____
APPROXIMATE ADDRESS:_____ DRIVER:_____

Reportable Incident (Major Accident)
NTD Reporting: Submit safety and security data **within 30 days** of a reportable incident using the Reportable Incident Report form (S&S-40)

Existence of one or more of the following:

- ☐ A fatality
- ☐ Injuries requiring immediate medical attention away from the scene
- ☐ Property damage ≥ $25,000
- ☐ An evacuation due to life safety reasons
- ☐ A collision
- ☐ A fire
- ☐ Hazardous Material Spill
- ☐ Acts of God
- ☐ Security incidents

Safety and Security Monthly Summary Incident (Non-Major Incident)
NTD Reporting: Submit safety and security data **monthly**, when completing the Safety and Security Monthly Summary Report form (S&S-50)

Incidents not already reported on the Major Incident Reporting form (S&S-40) /

Other safety occurrences not otherwise classified as Reportable Incidents (Major Accidents)

- ☐ Injuries (other)
- ☐ Property damage (other)

Occurrences and/or arrests /citations that do not meet the requirements of Reportable Incidents:

- ☐ Fires
- ☐ Robbery (confrontational theft)
- ☐ Larceny (non-confrontational theft)
- ☐ Burglary
- ☐ Motor vehicle theft

Arrest / Citation for:

- ☐ Other (non-aggravated) assaults
- ☐ Fare evasion
- ☐ Trespassing
- ☐ Vandalism
- ☐ Non-violent civil disturbance

SUMMARY OF REPORT (i.e. location, damage, injuries, other vehicles/people/objects involved):_____

REPORT TAKEN BY:_____ DATE:_____

REPORT GIVEN TO:_____ DATE:_____

ACTION TAKEN: _____
By: _____ Title:_____ Date:_____

Appendix G – County Maintenance Plan

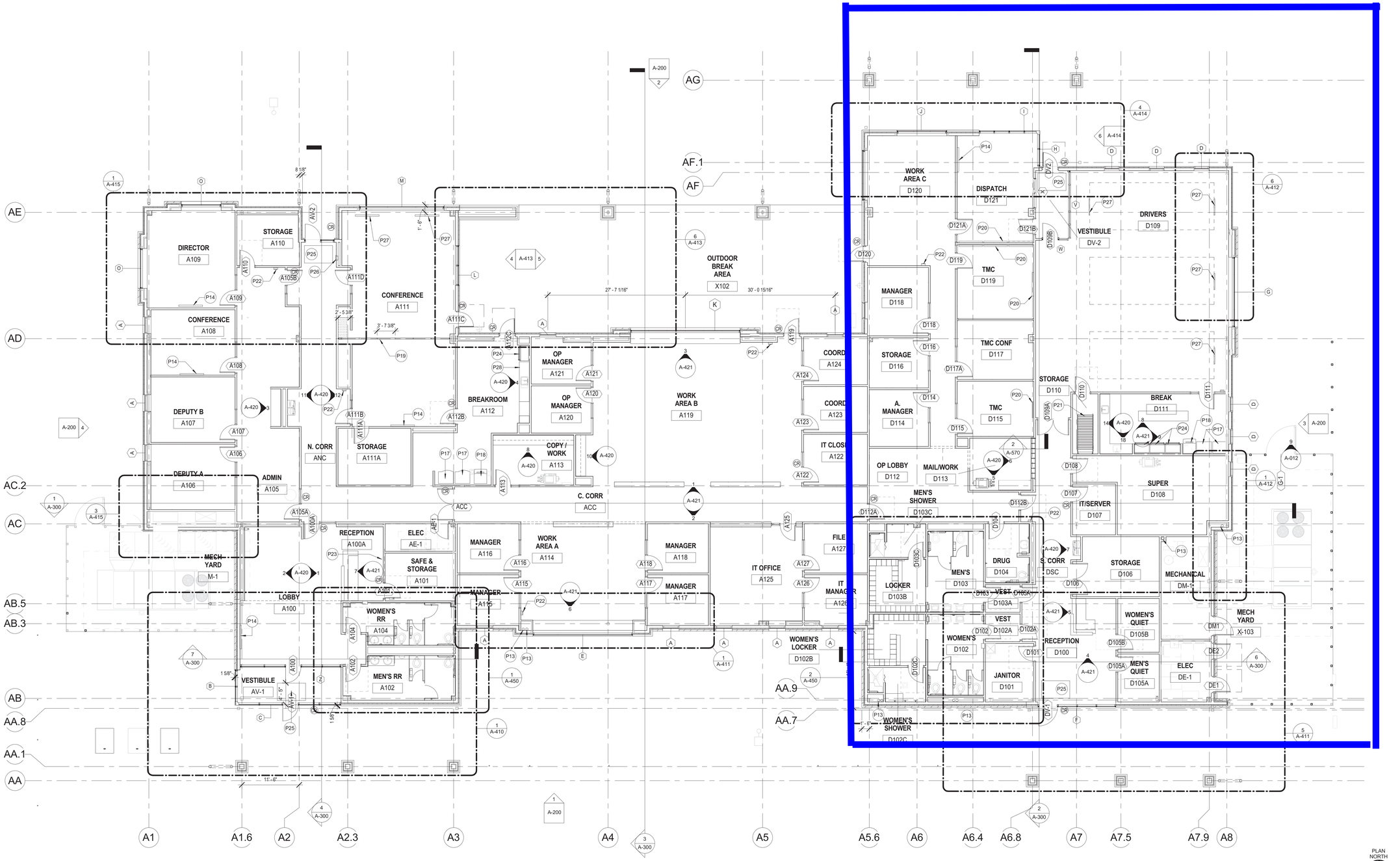
Preventive maintenance of Fort Bend Transit facility equipment and vehicles shall be conducted to increase the reliability of the systems and reduce the risk of premature mechanical failure. Preventive maintenance of equipment shall be conducted per the manufacturers' recommendations and carried out by either Fort Bend County or the Contractor as determined by Fort Bend Transit. Vehicle preventive maintenance shall follow the maintenance schedule in **Table 1**.

Records of all preventive maintenance shall be provided to Fort Bend Transit on a monthly basis.

Table 1: Preventative Maintenance Schedule		
PM (A)	Every 3,000 Miles	Oil and filter change. Pressure cap test. Perform battery load and charging test. Clean the cooling fan. Check the following: Cooling Fan. Engine, transmission, radiator, exhaust system, and hoses for leaks. Coolant level. Fan and accessory belt conditions. Shroud and condenser surface. Windshield washer and wiper operation. Engine compartment. Driver seat and safety belt, sun visor, horn operations Driver switches, gauges, controls, and instruments for illumination and function. Interior, boarding, and courtesy lights as well as passenger door and entry. Passenger seat belts and seats. Interior coach for damage. Rear-axle fluid and transmission fluid levels. Steering linkages and u-joints. ADA lift is operational, and the condition is satisfactory. Exterior mirrors, decals, body damage, parking brake function, tires and lug nuts, windows, and latches. Fire extinguisher, bio-hazard, and first aid kits and refill as necessary. State inspection sticker is current and scheduled for renewal as applicable. Vehicles are not to be operated with expired State Safety Inspections. Inspect and verify proper operation of bike rack per manufacturer's standards
PM (B)	Every 6,000 miles	Change the air intake filter. Clean rear A/C filter. Check the following: The A/C systems for leaks. Front and rear A/C system pressures. Shocks, springs, struts, and air ride bags. Battery connections, clean as needed. Air ride compressor and mounting. Belt tension, adjust as needed.
PM (C)	Every 9,000 miles	Change the fuel filter. Complete chassis lubrication.

		Light lube of upper and lower door bearings. Lube passenger door linkage. ADA Lift Inspection
PM (D)	Every 12,000 miles	Repack wheel bearings. Rotate wheels. Check the following: Seals, disc brake hoses, and lube caliper slides. Master cylinder fluid level. Rear brake line and hoses. Rear suspension ride height.
PM (E)	At Original Equipment Manufacturer (OEM) recommendations or excessive wear indications	Change transmission fluid and filter.
PM (F)	At Original Equipment Manufacturer (OEM) recommendations or excessive wear indications	Change differential grease.
Management may opt not to inspect parts or components under a certain mileage category that have recently been repaired. Those components should be tested on the next maintenance cycle even if it falls outside the mileage schedule.		

ATTACHMENT 16



1 LEVEL 1- ADMIN
SCALE: 1/8" = 1'-0"

PLAN NORTH

GENERAL NOTES

1. REFER TO SHEET G-002 FOR KEY TO SYMBOLS LEGEND AND ABBREVIATIONS

2. REFER TO G-010 - G-011 FOR PARTITION TYPES AND TYPICAL DETAILS

3. REFER TO A-550 FOR CASEWORK TYPES AND DETAILS.

4. ALL LOCATIONS OF ELECTRICAL DEVICES, FIRE ALARM DEVICES, SECURITY DEVICES AND ACCESS PANELS SHALL BE VERIFIED IN THE FIELD WITH THE ARCHITECT PRIOR TO ROUGH-IN.

5. PARTITIONS LOCATED ON COLUMN GRIDS SHALL BE LOCATED CENTERLINE OF THE COL GRID UNLESS OTHERWISE DIMENSIONED. ALL DIMENSIONS ARE TAKEN FROM FACE TO FINISH UNLESS OTHERWISE NOTED.

6. DOOR OPENINGS NOT LOCATED BY DIMENSION SHALL BE LOCATED 4" FROM THE FINISHED WALL OR PARTITION TO OUTSIDE OF FINISHED JAMB.

7. THE CONTRACTOR SHALL PROVIDE AND INSTALL CONTINOUS COMPRESSIBLE JOINT FILLER AT THE INTERIOR SLAB ON GRADE PERIMETER AND AT INTERVAL COLUMN BLOCK-OUTS; 1/2" WIDTH.

8. ANY SLAB GRADE JOINTS, INCLUDING SLAB PERIMETER JOINTS, SHALL BE FILLED WITH SEALANT; SEALANT COLOR TO BE VEIRIFED WITH ARCHITECT FOR ALL JOINT EXPOSED TO VIEW.

9. TEMPERED GLASS IS REQUIRED AT ANY LOCATION ADJACENT TO WALKING SURFACES WHERE THE GLASS SYSTAM HAS A HORIZONTAL MEMBER LOWER THAN 32" AND HIGHER THAN 38". TEMPERED GLASS IS REQUIRED AT GLASS DOOR AND SIDELIGHT REGARDLESS OF THE HORIZONTAL MEMBER LOCATION.

10. (CR) INDICATES CARD READER

KEYED NOTES

Key Value	Keynote Text
P13	ROOF DRAIN
P14	FLAT SCREEN TV & MOUNTING BRACKET C.F.C.I.
P17	VENDING MACHINE
P18	ICE MACHINE
P19	OPERABLE PARTITION
P20	TMC DISPLAY SYSTEM
P21	SHIPS LADDER FOR MEZZANINE ACCESS
P22	FIRE EXTINGUISHER CABINET
P23	CUSTOM VINYL COVERING ON GWB FEATURE WALL
P24	REFRIGERATOR C.F.C.I.
P25	RECESSED ENTRY MAT
P26	RECESSED FIRE EXTINGUISHER CABINET
P27	FLAT SCREEN TV & CEILING HUNG MOUNTING BRACKET C.F.C.I.
P28	UNDERCOUNTER DISHWASHER C.F.C.I.

Public Transportation Bus Maintenance Facility
Rosenberg,Texas

FORT BEND COUNTY

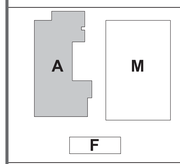
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Suite 400
Houston, TX 77042
Tel 713-266-6900
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1245 West 18th Street Houston, Texas 77008
phone 713.868.3121 www.rdlr.com

Maintenance Design Group
810 South Mason Rd., Suite 208
Houston, TX 77450
Tel 832-327-6006

sasakura robinson
Planning Urban Design Landscape Architecture
1902 Washington Ave., Suite A Houston, Texas 77007 P: 713.337.5830

KEY PLAN



REVISIONS

NO.	DESCRIPTION	DATE
0	ISSUE FOR PERMIT & CONSTRUCTION	2.28.18

FILE LOG

Manager	DANIEL ORTIZ, AIA
Design	NOEL COMPEAN
Draw	Author
Check	HOWARD MERRILL, AIA

STAMP



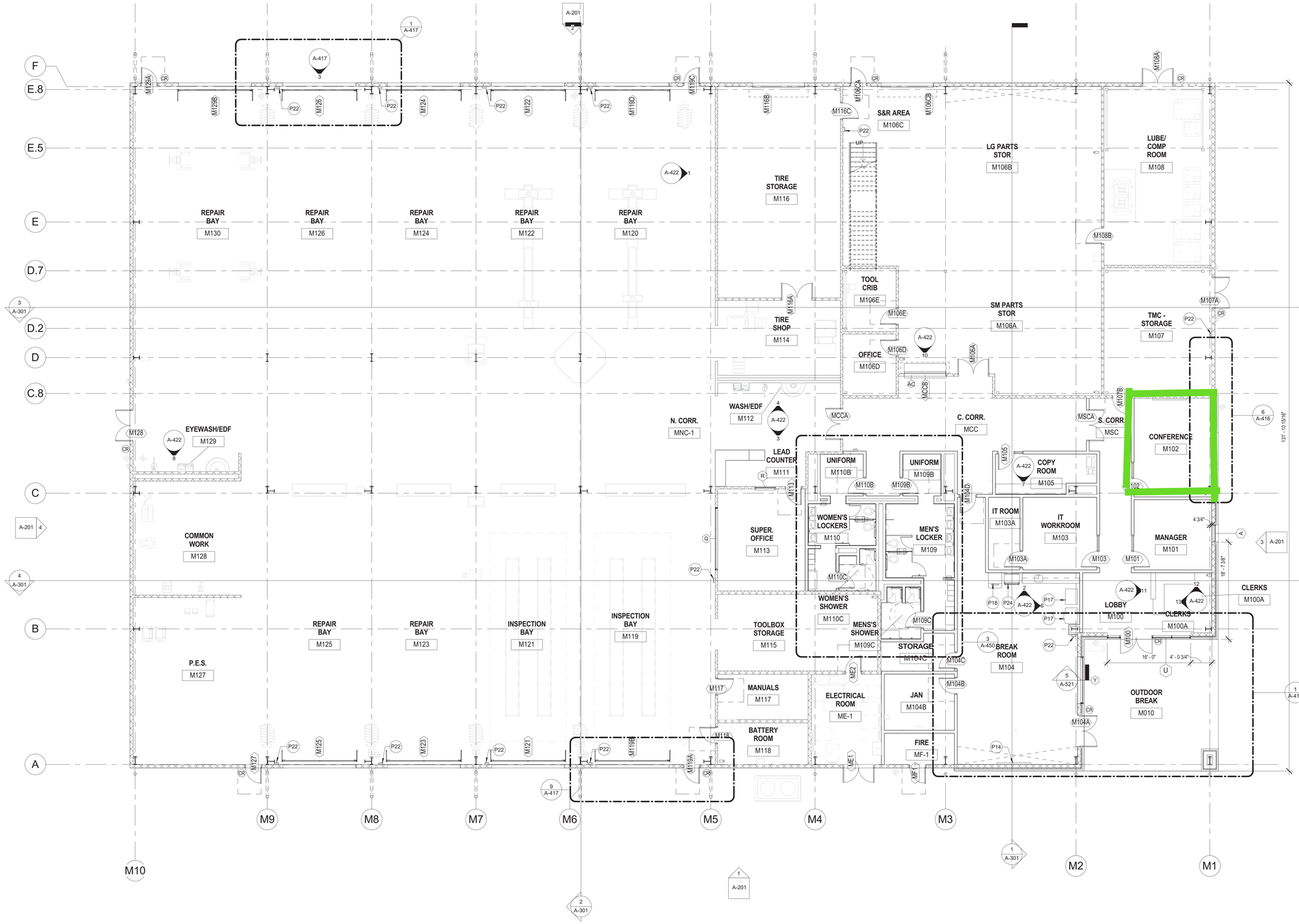
Project No. 170-10807-002
Date: 02/28/2018

ADMIN FLOOR PLAN

A-101

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1 LEVEL 1 - MAINTENANCE
SCALE: 1/8" = 1'-0"

PLAN NORTH

GENERAL NOTES

1. REFER TO SHEET G-002 FOR KEY TO SYMBOLS LEGEND AND ABBREVIATIONS

2. REFER TO G-010 - G-011 FOR PARTITION TYPES AND TYPICAL DETAILS

3. REFER TO A-550 FOR CASEWORK TYPES AND DETAILS.

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10. (CR) INDICATES CARD READER

KEYED NOTES

Key Value	Keynote Text
P14	FLAT SCREEN TV & MOUNTING BRACKET C.F.C.I.
P17	VENDING MACHINE
P18	ICE MACHINE
P22	FIRE EXTINGUISHER CABINET
P24	REFRIGERATOR C.F.C.I.

Public Transportation Bus Maintenance Facility
Rosenberg,Texas

FORT BEND COUNTY

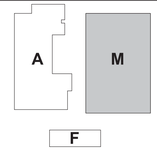
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phone 713.868.3121 www.rdlr.com

Maintenance Design Group
810 South Mason Rd., Suite 208
Houston, TX 77450
Tel 832-327-6006

sasakura robinson
Planning Urban Design Landscape Architecture
1902 Washington Ave., Suite A Houston, Texas 77007 P: 713.337.5830

KEY PLAN



REVISIONS

NO.	DESCRIPTION	DATE
0	ISSUE FOR PERMIT & CONSTRUCTION	2.28.18

FILE LOG

Manager	DANIEL ORTIZ, AIA
Design	NOEL COMPEAN
Draw	KATIE DOMINGUEZ
Check	HOWARD MERRILL, AIA

STAMP



2.28.18

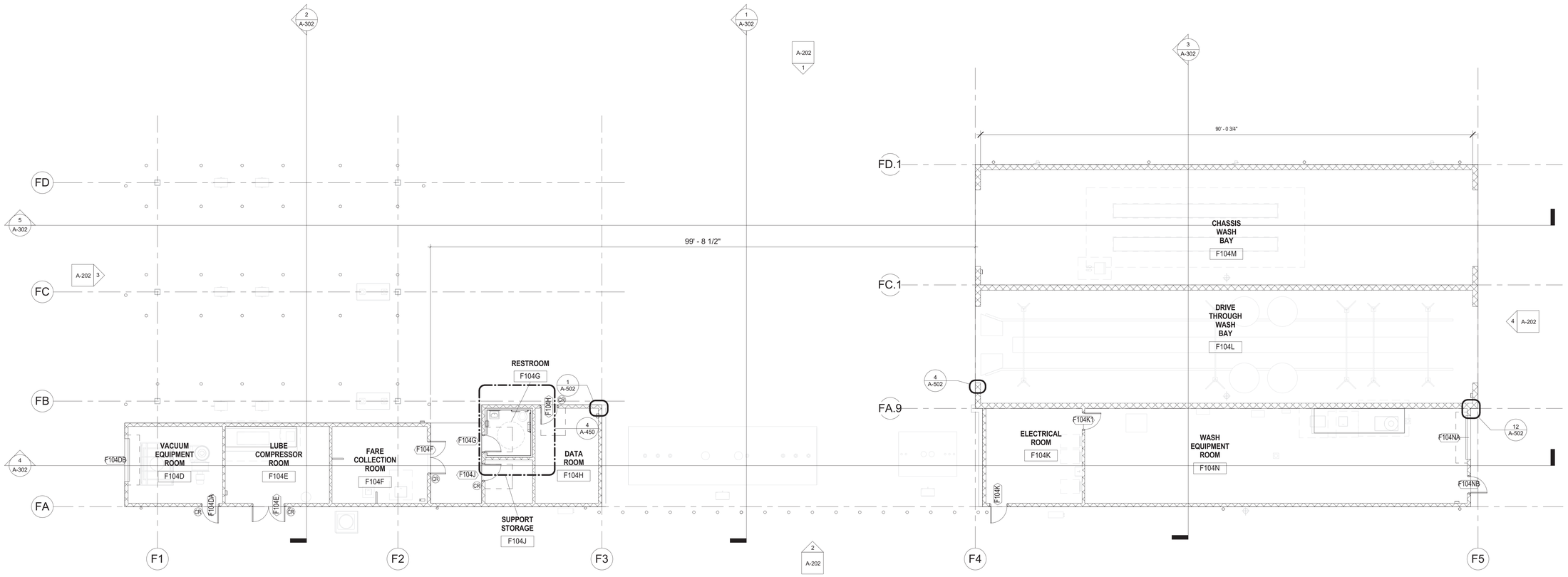
Project No. 170-10807-002
Date: 02/28/2018

MAINT FLOOR PLAN

A-102

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1 LEVEL 1 - FUEL/WASH STATION
SCALE: 1/8" = 1'-0"

PLAN NORTH

GENERAL NOTES

1. REFER TO SHEET G-002 FOR KEY TO SYMBOLS LEGEND AND ABBREVIATIONS

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10. (CR) INDICATES CARD READER

KEYED NOTES

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Public Transportation Bus Maintenance Facility
Rosenberg,Texas

FORT BEND COUNTY

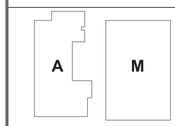
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KEY PLAN



REVISIONS

NO.	DESCRIPTION	DATE
0	ISSUE FOR PERMIT & CONSTRUCTION	2.28.18

FILE LOG

Manager	DANIEL ORTIZ, AIA
Design	NOEL COMPEAN
Draw	KATIE DOMINGUEZ
Check	HOWARD MERRILL, AIA

STAMP



2.28.18

Project No. 170-10807-002
Date: 02/28/2018

FUELING/WASH PLAN

A-103

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Exhibit C

FORT BEND COUNTY PUBLIC TRANSPORTATION
SERVICE PLAN

SERVICE PLAN NAME:	**DEMAND RESPONSE**		
START DATE:	**11/01/18**	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:	**Texas Medical Center Commuter Service**		
START DATE:	**11/01/18**	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:	**11/01/18**	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:	**11/01/18**	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:	**11/1/2018**	END DATE:	**Automatically renews annually**
SERVICE DAYS:	**Monday through Friday, excluding County holidays**		
HOURS OF OPERATION:	**Operated during the same hours/days as all commuter service.**		
NUMBER OF VEHICLES	**As Needed**		
MINIMUM SERVICE HOURS PER DAY PER VEHICLE:	**0.0**		
MAXIMUM SERVICE HOURS PER DAY PER VEHICLE:	**As Needed**		
RATE PER HOUR (COUNTY OWNED VEHICLE):	**See Contract Price Exhibit**		
RATE PER HOUR (CONTRACTOR OWNED VEHICLE):	**See Contract Price Exhibit**		
FARE RATE(S):	**Three (3) free rides per passenger per year. User has option of using more trips at their own expense. Rate to user must not exceed County rate.**		

GENERAL SERVICE DESCRIPTION

Contractor is to provide transportation to and/or from Fort Bend County commuter service destinations in Harris County and Fort Bend County Park and Ride lot locations within Fort Bend County. Fort Bend County will receive requests for registration 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

FORT BEND COUNTY PUBLIC TRANSPORTATION
SERVICE PLAN

SERVICE PLAN NAME	Downtown Houston		
START DATE:	3/4/2024	END DATE:	2/28/2025
SERVICE DAYS:	Monday through Friday, excluding Recognized County Holidays		
HOURS OF OPERATION:	Hours of Operation Range Between 4:00 AM to 9:00 PM		
NUMBER OF VEHICLES	9		
MINIMUM SERVICE HOURS PER DAY PER VEHICLE:	-		
MAXIMUM SERVICE HOURS PER DAY PER VEHICLE	7.3		
RATE PER HOUR (COUNTY OWNED VEHICLE):			
RATE PER HOUR (CONTRACTOR OWNED VEHICLE):			
FARE RATE(S):	$4.00 per person each way; Mobile tickets and Cash 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 Contractor Authorized Signature

Date

Exhibit D

FORT BEND
TRANSIT

PASSENGER GUIDELINES

FORT BEND COUNTY PUBLIC TRANSPORTATION

APPROVED BY FORT BEND COUNTY
COMMISSIONER'S COURT

January 11, 2011
July 12, 2016
September 12, 2017
January 15, 2019
September 27, 2022
November 21, 2023

A PASSENGER'S GUIDE FOR ACCESSING SERVICES AND OPERATING POLICIES AND PROCEDURES

11/27/2023 Original (i) & (e) sent to Dalia Sister, Public Transportation

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AGENCY OVERVIEW

In June 2005, Fort Bend County officially formed a Public Transportation Department that is now commonly known as Fort Bend Transit (FBT). FBT is committed to operating a public transportation system that offers reliable, accessible and convenient services with safe vehicles and facilities. All residents and visitors of Fort Bend County are eligible for services offered by FBT.

Demand Response Service is a curb-to-curb, shared-ride service that covers all of Fort Bend County. Passengers must register for the service over the phone and may start making their reservations at least one day in advance or up to thirty days in advance. Demand Response Service operates Monday through Friday, excluding County acknowledged holidays, from 8:00 am until 5:00 pm.

Commuter Park and Ride Service provides weekday service to the Texas Medical Center, Greenway Plaza, and Galleria areas of Houston from three park and ride lot locations: Fort Bend County Fairgrounds in Rosenberg, University of Houston – Sugar Land and the AMC Theatre in Sugar Land. Commuter service includes morning and evening schedules. Commuter Service operates Monday through Friday, excluding County acknowledged holidays, with routes starting as early as 4:30 am and ending as late as 9:00 pm.

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 (elderly, handicapped, etc.). When applicable, these restrictions will be posted on the County's website.

FBT services are not equipped to accommodate passengers needing specialized medical attention, reclined wheelchairs/beds, monitoring equipment, or procedures while traveling. Requests for these types of services will be referred to private providers of medical transportation services.

OUR MISSION - to provide safe and efficient public transportation services while maintaining service quality and customer satisfaction.

OUR PURPOSE - to provide seamless service between urban and rural communities; access rural transit funding and increase services to residents in Fort Bend County without increasing a financial burden to the taxpayers.

GENERAL INFORMATION

Physical Address	3737 Bamore Road Rosenberg, TX 77471

Mailing Address	301 Jackson Street Richmond, TX 77469
Office Number	281-633-RIDE (7433)
Toll-Free	866-751-TRIP (8747)
Fax Number	832-471-1843
Email	Transit@fbctx.gov
Website	FBCTransit.org

TELECOMMUNICATIONS RELAY SERVICE (TRS)

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

OFFICE HOURS

Monday – Friday - 8:00 a.m. to 5:00 p.m. (excluding County Holidays)

SERVICE HOURS

Demand Response - Operating hours 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. Please see Demand Response Services for specific hours.

Commuter Services - 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.

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

FORT BEND COUNTY HOLIDAYS

(Dates are available on the website and are subject to change)

New Year's Day
Dr. Martin Luther King Jr. Day
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Fort Bend County Fair Day
Veterans Day
Thanksgiving Day and Day after Thanksgiving
Christmas Eve and Christmas Day

DEMAND RESPONSE SERVICES

Shared-ride, curb-to-curb bus service that requires advance reservations. The trip must originate in Fort Bend County. Our service area includes all locations within Fort Bend County and locations up to one (1) mile outside the boundaries of Fort Bend County. Trips are reserved on a first-come-first-serve basis and are based upon availability. Operating hours 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.

Buses serve different locations and passengers each day depending on locations requested by passengers. Drivers are instructed to use a curbside location that provides a safe environment for boarding and alighting. Drivers do not notify the passenger upon arrival (i.e. door knock, horn blown).

HOW TO RESERVE A RIDE

Reservations are accepted one (1) business day and up to thirty (30) calendar days in advance of the need for transportation by telephone Monday through Friday, excluding County Holidays, between the hours of 8:00 a.m. and 5:00 p.m. Reservations for next day trips must be requested by 4:00 p.m. the day before. 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, or facsimile. Passengers or their delegates must speak directly with a Reservationist to schedule a ride. "Will call" trips are not allowed as FBT does not offer same day service.

The Reservationist requires the same information for each call so please ensure you have the necessary information ready. This will ensure shorter wait times for each passenger making a reservation.

1. **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. **Number of Passengers** Passengers may reserve a ride for themselves and/or other passengers. All guests of the passenger must be listed at the time the primary reservation is made.
3. **Special needs accommodations** Special needs accommodations must be disclosed at the time of reservation. Examples include assistance to/from the door, use of a wheelchair, walker, cane, hearing or vision impairment accommodations, assistance with boarding/alighting vehicles, etc.
4. **Other accommodations** Other accommodations such as assistance with packages or use of bike rack must be disclosed at the time of reservation to ensure enough time is allotted for boarding and alighting.
5. **Pick-up and drop-off location(s) and time(s)** The exact location for pick up and drop off must be provided when making a reservation. All reservations are subject to space and time availability. Passengers may reserve a single ride or multiple rides. The passenger may also reserve multiple destinations for one day or multiple days.
6. **Multi-Day Requests** 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 to allow time for the Reservationist to determine availability to book the reservation.

RIDING WITH FORT BEND TRANSIT

1. **Pick-up Location** The passenger must be present and visible at the scheduled pick-up location for **15 minutes before to 15 minutes after** the scheduled pick-up time. Please note that 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.
2. **On-Board/Ride Time** Passengers should expect an on-board (ride) time of ten (10) minutes to an hour and a half. It is a violation of FBT's policy to be on a bus longer than 90 minutes.
3. **On-Board/Wait Time** Passengers should expect extended wait times to accommodate any special needs of other passengers when boarding and alighting.
4. **No Reservation** Passengers presenting themselves for boarding without a prior reservation may be turned away. Drivers do not determine additional, unscheduled passenger boarding and are required to contact dispatch for instruction.
5. **Day of Service** Please be advised that the "day of service" conditions can affect the ability to provide efficient service.
    a. Passengers will only be picked up and dropped off at the addresses given at the time of booking.
    b. Trips are considered "on-time" if the vehicle arrives within the thirty (30) minute **window** which is defined as fifteen (15) minutes before to fifteen (15) minutes after the scheduled pick-up time.
    c. In emergency situations, pick-up time may be altered without counting against you and violating the suspension policy.
    d. **Estimated Time of Arrival (ETA)** For day of service info, please call Dispatch at 281-633-7433, option 1.
6. **US Department of Transportation (DOT) Americans with Disabilities Act (ADA)** The driver must assist individuals with disabilities with the use of ramps, lifts, and securement systems. The driver must ensure a passenger with a disability can take advantage of the vehicle accessibility and safety features provided.

CANCELLATIONS

Passengers must notify FBT of all cancellations **no later than** 4:00 p.m. the business day before the scheduled trip. 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 4:00 p.m. of the business day before 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 4:00 p.m. of the business day before 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, declines the ride.

If a passenger Cancels-At-Door on his/her first leg trip (e.g. pickup/outbound) 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 the passenger's responsibility 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 the passenger's responsibility to call Dispatch if the return trip is needed.

HAND TO HAND

Assisting the passenger on and off the vehicle to be received by an individual in the proximity of the vehicle. Driver or Ambassador can provide this service. *i.e. Passenger will be assisted off the vehicle and handed to his/her caregiver within 6 feet of the vehicle.*

DOOR TO DOOR

Escorting the passenger to and from the vehicle to a building exterior doorway, and cannot cross the threshold. Ambassador ONLY. *Passenger drop-off does not require anyone to be present.*

CURB TO CURB

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 will be required. Driver ONLY.

COMMUTER SERVICES

Shared-ride bus service which operates on a set schedule to and from set parking lot locations in Fort Bend County with scheduled drop-offs and pick-ups within business districts including the Texas Medical Center, Greenway Plaza, and the Galleria area in Houston.

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. This service is designed primarily to accommodate employment trips but open for general trip purposes. There are no reservations required for the Commuter services. 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

TEXAS MEDICAL CENTER, VETERANS HOSPITAL, METRO, OR OTHER PROVIDER SERVICES

Services to the Texas Medical Center and the Veterans Hospital in Houston may be provided via transfer to FBT Commuter Services into the Texas Medical Center. Transfers to Houston Metro or services provided by other public operators servicing areas adjacent to Fort Bend County may also be provided by the Demand Response services. A transfer point to the service may be made at any of the FBT Park and Ride locations or other transfer locations designated by the County. The transfer point location must be made in advance by calling and speaking to a reservationist.

GUARANTEED RIDE HOME (GRH) PROGRAM

Guaranteed Ride Home (GRH) is a complimentary service that provides commuter service passengers a way home in the event of a midday emergency such as a personal illness or an unexpected event. GRH is not provided for weather related emergencies. To register or for more information, please check our website.

You must register for the program in advance to be eligible for service. Registration is simple – complete a registration form and return the form to FBT. The GRH service can be utilized up to 3 times per calendar year. After 3 free rides are used, passengers may request additional trips at their own expense.

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 designated park and ride lot.

COMMUTER SERVICE REMINDERS

1. **Morning Pickup Locations**. Drivers must hold at a stop until the scheduled park and ride departure time and all passengers have boarded or alighted. Drivers will NOT allow passenger to board the bus once it pulls away from the stop.
2. **Morning Drop-off Location**. Drivers may perform drop-off stops up to **5 minutes** before the scheduled time and continue onto the next stop location.
    a. Trips are considered "on-time" if the vehicle arrives at the scheduled pick-up time or within 5 (five) minutes after the scheduled time.
3. **Reverse and Noon Commuters**. Please ensure you are at the stop a minimum of **5 to 10 minutes** before the scheduled departure time to ensure you do not miss the bus.
4. **Routes and Schedules**. Drivers must follow designated schedules and routes. 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.
5. **Stop Announcements**. Under the Department of Transportation (DOT) Americans with Disabilities Act (ADA) regulations, commuter stop announcements by a transit provider must be announced (by personnel or a recording system) at transfer points, major intersections, and destination points. While riding on a route, sufficient notification must be given to individuals with visual impairments or other disabilities to be oriented to their location. Furthermore, the transit personnel must announce any stop upon request.
6. **Estimated Time of Arrival (ETA)**. For day of service info, please call Dispatch at 281-633-7433, option 1.
7. **US Department of Transportation (DOT) Americans with Disabilities Act (ADA)**. The driver must assist individuals with disabilities with the use of ramps, lifts, and securement systems. The driver must ensure a passenger with a disability can take advantage of the vehicle accessibility and safety features provided.

AMBASSADOR SERVICES

As grant funding is available, Ambassador Services may be provided by FBT. An Ambassador is an individual who works directly with passengers providing extra assistance from the passenger's door to the vehicle and from the vehicle to the destination, not passing an exterior door's threshold.

This personalized service assists with the safe passage for 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. An Ambassador's duties are stated below and may 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 other 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 exterior doorway to the vehicle.
5. Assisting the passenger on and off the vehicle, to be received by an individual in the proximity of the vehicle. Passenger will be assisted off the vehicle and handed to his/her caregiver within 6 feet of the vehicle.
6. Ambassadors are authorized to open and close building doors as a courtesy but are not authorized to cross the threshold.

Ambassadors will not be drivers, will not attach passenger securements (seat belts, wheelchair tie-down, etc.), or operate mechanical lifts or ramps. 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 not responsible for signing any passenger in or out of a facility.

TRANSIT FARES

A one-way fare must be paid each time you board the bus by exact change, a paper ticket, or a mobile pass.
Ticket books may be purchased online, by mail, or in person at the Transit Facility.
Mobile passes may be purchased using our mobile ticketing app, Token Transit.
Acceptable methods of payment are cash, major credit cards, or checks made out to Fort Bend Transit.
Visit our website for the exact fare structure.

1. Passengers may pay with cash; however, exact change is required because drivers **cannot** make change.
2. Tickets and/or exact cash only must be put in the farebox located at the front of the vehicle.
3. Mobile passes, passengers are required to show the driver an "active" pass upon boarding the bus. All Demand Response passes are active for 30 minutes. After the 30 minutes, the pass will expire and will no longer be valid. All Commuter passes are active for one hour. After one hour, the pass will expire and no longer be valid. It is highly encouraged for riders to NOT "Start My Trip" or "activate" their pass until their bus has arrived to ensure their pass does not expire.
4. Once a pass is expired it can no longer be accepted as fare.
5. All passengers including children over the age of 5 are required to pay the full fare.
6. Purchases of ticket books are **non-refundable** and have no expiration date.

7. Passengers can be suspended for non-payment (see Suspension Policy).
    a. Passengers refusing to provide their name and contact information may be denied service.
    b. The 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.
    c. The 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.

PASSENGER GUIDELINES AND RULES

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

1. Do not wait in the street as the bus approaches.
2. Passengers shall follow the driver's and/or ambassador's instructions.
3. Do not stand or sit in the aisle or stairwell.
4. NEVER try to retrieve something that rolls under the bus.
5. All passengers must wear seat restraints including shoulder harness, when available.
6. Passengers thirteen (13) years or under must be accompanied by a guardian or parent at least eighteen (18) years of age or older.
7. Passengers must provide seat restraints for children forty (40) pounds or less.
8. Passengers should not move from their seats while the vehicle is in motion.
9. 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. Upon notification of a hazard, the driver will notify the 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.
10. Speaking to the driver while the vehicle is in motion unless it is an emergency is prohibited.
11. Drivers shall secure all wheelchairs tie-downs for passengers utilizing wheelchairs. All wheelchairs must have their wheels locked and properly secured while in the vehicle. Drivers shall ensure lap and shoulder belts for passengers utilizing wheelchairs are secured.
    a. 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.
    b. Drivers are authorized to maneuver a wheelchair up or down a single-step curb.
    c. 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.
    d. 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.
12. 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 (PCA). If it becomes apparent that a PCA is necessary, an FBT employee

will contact the passenger or his/her caregiver for notification. PCAs may ride free of charge.

13. Each individual passenger and mobility devices must not exceed 600 total combined pounds to safely board the vehicle.

ALLOWABLE ITEMS

All items brought onboard vehicles shall be secured from movement while on the vehicle. Items must not block entrances, exits, aisles, take up seating space, or passageways at stops or in facilities. Items shall not be left unattended and are to be removed when you exit the vehicle.

1. Consumption of non-alcoholic beverages, small snacks (e.g. candy, chips, and fruit) is allowed. Please ensure drinks are in a covered non-spill container.
2. Personal medical equipment and supplies must be properly secured while in transit.
3. Passengers will only be allowed to board vehicles with the number of carry-on items they can effectively handle independently. Carryon items include but are not limited to shopping bags, handbags, briefcases, backpacks, suitcases, and umbrellas.
    a. 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.
    b. Larger shopping bags are limited to no more than two (2) per passenger weighing less than thirty (30) pounds.
    c. Briefcases and backpacks are limited to one (1) weighing no more than 30 pounds.
    d. Suitcases are limited to two (2) small suitcases weighing no more than thirty (30) pounds each.
4. Walkers, canes, and other mobility devices are allowed on vehicles.

PROHIBITED ITEMS

The following items are not allowed while utilizing transit services or within County facilities. Violation of prohibited items may result in immediate suspension of service and/or removal from the vehicle/facility or in additional legal action.

1. Prohibited weapons under Texas Penal Code Section 46.05
2. Motor-powered bicycles, tandem bicycles, tricycles, and bicycles with training wheels
3. Portable speakers
4. Illegal drugs

Persons who are not otherwise prohibited by state or federal law from possessing a firearm may carry a handgun that is either concealed or carried openly in a holster in compliance with Texas Penal Code Chapter 46. Violation of Texas Penal Code Chapter 46 may result in immediate suspension of service and/or removal from the vehicle/facility or in additional legal action. All open-carry handguns must be in a holster.

PROHIBITED ACTIVITIES

The following activities are not allowed while utilizing transit services or within County facilities. Violation of prohibited activities may result in immediate suspension of service and/or removal from the vehicle/facility or in additional legal action.

1. Lack of shoes, shirts, or wearing inappropriate attire
2. Consumption of alcohol or illegal substances

3. Smoking
4. Use of abusive language or gestures
5. Spitting
6. Loitering
7. Unlawful carrying of a dangerous or prohibited weapon under Texas Penal Code Chapter 46
8. Aggressive behaviors or inappropriate physical contact or displays of body parts
9. Terroristic threats
10. Assault or threat of assault
11. Aggressive panhandling, selling, or soliciting for donation
12. Littering
13. Use of transit vehicles without paying
14. Impairing or interrupting public transportation operations including talking to the operator when the vehicle is in motion
15. Urinating, defecating, public nudity, or indecent exposure
16. Passengers should not chase after a bus, run across parking lot/parking aisles and through-ways, run in front of/behind or alongside buses while they are stationary and in motion, or wait in areas where there is no sidewalk or medium.
17. Defacing property or equipment.
18. Unreasonably loud, disturbing, or unnecessary noise such as a radio or musical instrument.
19. Sleeping at passenger waiting areas (e.g. park and ride lot, benches, seating areas).
20. Disturbing, threatening, or prank telephone calls.

SAFETY AND SECURITY

The safety of the passengers, employees, and contractors is a primary concern for FBT.

Passengers, employees, and contractors are encouraged to increase their awareness of safety and security concerns and to immediately report **ANY** concern to FBT's Chief Safety Officer by calling 281-633-7433, Option 9 Concerns include but are not limited to suspicious behavior by an individual or group, suspicious bags or packages, or substances. Matters of safety and security are taken seriously, and violations will result in service suspension and/or prosecution. FBT or its contracted service provider(s) will contact appropriate law enforcement or medical services to respond to events where and when it is deemed necessary.

FBT 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.

EMERGENCY EVENTS

Passengers onboard vehicles and/or in or around facilities during an emergency event must follow directions given by Fort Bend County staff, its contractors, and/or law enforcement officials. This includes following instructions for evacuating vehicles and facilities and/or sheltering in place.

BICYCLES AND BIKE RACKS

Most FBT vehicles feature complimentary 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. Violation of this policy may result in the removal of the bike from the bus.

1. Bicyclists MUST notify the driver before loading or unloading their bicycles.
2. Bicyclists are responsible for securing and removing their bikes 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. Bicycles are NOT allowed on the bus.
6. Bicyclists must provide a lock and assume responsibility for their bicycles.
7. Bicycles left on the bus bike rack or at a County Transportation facility for ten days or longer are considered abandoned and will be removed by the County.

Passengers use the bus racks at their own risk and FBT is not responsible for personal injury, property damage, or property loss arising from the use of the bike racks.

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 passengers are allowed. Service animals are also permitted to ride onboard vehicles and accompany individuals in any County Transit facility 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. Passengers who use service animals will not be charged extra fees, isolated from other patrons, or treated less favorably than other patrons. For example, a person with diabetes may have a dog that is trained to alert when 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 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 the questions below. Information obtained will be used to determine access to Transit facilities and vehicles.

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

Passengers are responsible for service animals in transit facilities and vehicles, including any damage incurred.

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

A passenger may be refused access or be asked to remove his/her service animal (e.g. bus or Transit facility) when:

1. The service animal is out of control, and the animal 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.

Emotional support, therapy, comfort, or companion animals are not considered service animals and are not allowed in vehicles or transit facilities.

LOST AND FOUND

FBT is not responsible for articles left on vehicles or at our facilities. However, FBT will attempt to identify and ensure a prompt, safe return of any recovered articles. Passengers wishing to inquire about a lost article should contact our office as soon as possible.

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

SUSPENSION POLICY

VIOLATIONS

A combined total of six (6) or more violations as defined under the Cancellations section of this document, within a ninety (90) day period will result in a thirty (30) day suspension of service. A cancellation will not count against the passenger when it is an error on FBT'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 a 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-payment of fares in a ninety (90) day period.

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

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

SUSPENSIONS PROCESS

WARNING LETTER

A warning letter will be sent to violators informing them of their policy violations. The warning letter will define the number of violations or non-payment of fares.

SUSPENSION LETTER

If the passenger meets the criteria for suspension as defined above, a suspension letter will be sent. The suspension letter will define the number of violations or non-payment of fares and the dates of the violation.

SUSPENSION APPEALS

Passengers receiving a Suspension Letter may appeal the decision with a written request to FBT. The request must be postmarked within ten (10) calendar days of the date of the Suspension Letter or may also be emailed to transit@fbctx.gov. Supporting documentation, if applicable, should be included.

1. Upon receipt of the appeal, the passenger will be contacted to schedule a hearing.
2. The Advisory Committee will conduct all hearings via phone unless otherwise requested by the

passenger.

3. Passengers should be prepared to provide a detailed description of why they believe the violations should be excused.
4. No suspension will take effect if the passenger has filed an appeal in accordance with the Suspension Policy.
5. The decision of the Advisory Committee is final.
6. The passenger will be advised in writing within ten (10) days of the hearing.
    a. If the Advisory Committee upholds the suspension, the notice of decision will include the beginning and end date of the suspension period.

ADVISORY COMMITTEE

The purpose of the Fort Bend Transit Advisory Committee is to challenge the department to be more sensitive to the consumers and become more aware of service improvements the department may want to consider for minority, low-income, and Limited English Proficiency (LEP) populations as well as older adults and persons with limited mobility.

Representatives shall be based on the representation of the entire county (each precinct) and representation of our consumer group (i.e. general public, senior citizens, low-income, LEP populations, people with disabilities, etc.). The committee consists of 13 members. Each member serves a 2-year term with an option to continue to serve for consecutive terms. Once a seat becomes vacant, FBT will accept applications and/or nominations to serve on the Advisory Committee. Notices indicating vacant committee seats will be advertised on the FBT's website and on transit buses.

PUBLIC COMMENT

Fort Bend County Commissioners Court has established a means of providing the public with an opportunity to express opinions and concerns regarding a major service change or fare increase.

For more details, refer to the Public Participation Plan which can be found on the FBT website.

CIVIL RIGHTS

The Americans with Disabilities Act of 1990 (ADA) is a Civil Rights law that prohibits discrimination and ensures equal opportunity and access for persons with disabilities.

Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin, in programs & activities receiving federal financial assistance (42 U.S.C. Section 2000d). Fort Bend County is committed to ensuring that no individual who uses our services is excluded from participation, denied benefits, or discriminated against. 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, or national origin.

If you believe you have been subjected to discrimination you may file a complaint either via email (transit@fbctx.gov) or mail.

Fort Bend County Public Transportation Department
ATTN: Civil Rights Officer
301 Jackson Street

Richmond, TX 77469

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

APPROVED BY:

Grady Prestage, Commissioner, Precinct 2
Presiding Officer, Commissioners Court,
November 21, 2023

REVIEWED BY:

Perri D'Armond
Public Transportation Director

Date

ATTEST:

COMMISSIONERS COURT
STATE
FORT BEND COUNTY, TEXAS

Laura Richard
Fort Bend County Clerk

Date

Exhibit E



2024 Holiday Schedule

All Fort Bend County offices will observe the following holidays in 2024:

New Year's Day	Monday, January 1, 2024
Birthday of Dr. Martin Luther King, Jr.	Monday, January 15, 2024
Good Friday	Friday, March 29, 2024
Memorial Day	Monday, May 27, 2024
Juneteenth	Wednesday, June 19, 2024
Independence Day	Thursday, July 4, 2024
Labor Day	Monday, September 2, 2024
Fort Bend County Fair Day	Friday, September 27, 2024
Veterans Day	Monday, November 11, 2024
Thanksgiving Day	Thursday, November 28, 2024
Day after Thanksgiving	Friday, November 29, 2024
Christmas Eve	Tuesday, December 24, 2024
Christmas Day	Wednesday, December 25, 2024

Note: The 2025 New Year's Day Holiday will be observed on Wednesday, January 1, 2025.

As a reminder, Fort Bend County Employee Information Manual Policy 507 requires full-time, non-exempt employees to work, or be on an excused and paid day off, both the workday before and the workday following the holiday in order to receive holiday pay.

Also note that paid days off, such as paid holidays, do not count as hours worked for the purpose of overtime or compensatory time calculation.

Approved by Commissioner's Court on September 26, 2023

Exhibit F

Commuter Services and Demand Response Services Pricing Sheet

		The key operational services associated with the cost matrix are detailed below. Please complete all applicable unshaded cells. Use the Explanations and Assumptions column to detail or note any information pertinent to your bid. Attach additional sheets as necessary. The proposed staffing numbers should be inserted into column B "*Staff Qty*."	Year One	Explanations and Assumptions
Line	**Proposed Staff Qty.**	**OPERATIONS LABOR**	**PRICE**	
1		Vehicle Operators	$ 2,404,742.50	Operator count based on RFP service level, 54 Full Time
2		**Bidder's Proposed Vehicle Operators Rate per Hour**	$ 18.50	Starting Rate of $18.50
3		Safety and Training Manager	$ 70,926.33	1 FTE
4		Field Supervision	$ 47,269.04	1FTE
5		Dispatchers	$ 139,931.68	2 FTE Dispatchers and 1 FTE Lead Dispatcher
6		General Manager	$ 156,115.73	1 FTE
7		Operations Manager	$ 83,884.03	1 FTE
8		ITS Support Specialist	$ 54,080.00	1 FTE
9		Customer Service Specialist	$ 51,428.00	1 FTE
10	-	Payroll Taxes	$ 257,224.56	
11	-	Worker's Compensation	$ 186,982.83	
12		Other	$ -	
13		Other	$ -	
14		Other	$ -	
15		***Subtotal: Operations Labor***	$ 3,452,584.70	
Line	**Staff Qty.**	**MAINTENANCE LABOR**	**PRICE**	
16		Mechanics (Techs)	$ 187,309.72	3FTE
17		Supervisors/Foreman	$ 177,918.83	1 FTE Maintenance Manager and 1 FTE Lead Tech
18		Maintenance Clerk (Service Workers)	$ 124,098.00	3 FTE Average Wage $18.50
19	-	Payroll Taxes	$ 40,872.68	
20	-	Worker's Compensation	$ 24,810.37	
21		Other	$ -	
22		Other	$ -	
23		Other	$ -	
24		***Subtotal: Maintenance Labor***	$ 555,009.60	
Line		**MAINTENANCE**	**PRICE**	
25	-	Vehicle Parts	$ 190,543.48	
26	-	Tires	$ 81,181.66	
27	-	Fluids	$ 42,193.30	
28	-	Shop Supplies	$ 19,872.41	
29	-	Tools and Equipment	$ 11,235.90	
30	-	Fleet License/Inspection	$ 1,550.00	
31		Other	$ -	
32		Other	$ -	
33		Other	$ -	
34		***Subtotal: Maintenance***	$ 346,576.75	

Commuter Services and Demand Response Services Pricing Sheet

The key operational services associated with the cost matrix are detailed below. Please complete all applicable unshaded cells. Use the Explanations and Assumptions column to detail or note any information pertinent to your bid. Attach additional sheets as necessary. The proposed staffing numbers should be inserted into column B "*Staff Qty* ."			Year One	Explanations and Assumptions
Line	**Staff Qty.**	**INTELLIGENT TRANSPORTATION SYSTEMS (ITS)**	**PRICE**	
35	-	Independent Wifi Network	$ 1,800.00	
36	-	Windshield Cameras for Service Vehicles	$ 14,673.13	
37	-	GPS Telematics (Vehicle Tracker)	$ 21,610.63	
38	-	Two-Way Radios	$ 34,080.00	
39	-	Mobile Data Terminals	$ 9,900.00	
40		Other	$ 3,802.95	COMPUTER SUPPLIES/MAINT
41		Other	$ 14,031.69	IT CONSULTING
42		Other	$ -	
43		***Subtotal: ITS***	$ 99,898.39	
Line	**Staff Qty.**	**OTHER OVERHEAD**	**PRICE**	
44	-	Uniforms	$ 16,910.37	
45	-	Background/Driving Records	$ 2,157.88	
46	-	Training	$ 2,160.95	
47	-	Drug Testing	$ 7,259.10	
48		Other	$ -	
49		Other	$ -	
50		Other	$ -	
51		***Subtotal: Other Overhead***	$ 28,488.30	
Line	**Staff Qty.**	**ADMINISTRATION**	**PRICE**	
52		General & Administrative Staff	$ 96,797.84	1 FTE Payroll Clerk and 1 FTE Office Clerk/Trip Edit
53	-	Payroll Taxes	$ 8,264.83	
54	-	Worker's Compensation	$ 5,695.65	
55	-	Other Benefits	$ 344,932.76	All Employee Benefits including, but not limited to Medical, dental, 401k, and Life insurance
56	-	Toll Fees/Vehicle Registration	$ 206.00	
57	-	Office Supplies	$ 8,860.06	
58		Other	$ 762,681.38	Administrative Materials/Supplies incliding, but not limited to Support Vehicle Fuel, Travel, Legal Fees,
59		Other	$ -	Personal Property Taxes, and Other Overhead Costs
60		Other	$ -	
61		***Subtotal: Administrative Costs***	$ 1,227,438.52	
Line		**INSURANCE**	**PRICE**	
62	-	Auto Insurance (Revenue Fleet Only)	$ 854,138.33	
63	-	General Liability	$ 33,853.32	
64	-	Performance Bond	$ 5,625.00	
65		Other	$ -	
66		Other	$ -	
67		Other	$ -	
68		***Subtotal: Insurance***	$ 893,616.66	

Commuter Services and Demand Response Services Pricing Sheet

The key operational services associated with the cost matrix are detailed below. Please complete all applicable unshaded cells. Use the Explanations and Assumptions column to detail or note any information pertinent to your bid. Attach additional sheets as necessary. The proposed staffing numbers should be inserted into column B "*Staff Qty* ."			**Year One**		**Explanations and Assumptions**
		COST SUMMARY			
69		***Subtotal: Operations Labor***	$	3,452,584.70	
70		***Subtotal: Maintenance Labor***	$	555,009.60	
71		***Subtotal: Maintenance***	$	346,576.75	
72		***Subtotal: ITS***	$	99,898.39	
73		***Subtotal: Other Overhead***	$	28,488.30	
74		***Subtotal: Administrative Costs***	$	1,227,438.52	
75		***Subtotal: Insurance***	$	893,616.66	
76		**TOTAL COSTS USING FBC OWNED VEHICLES**	$	6,603,612.93	
77		**ADD-ON COST PER CONTRACTOR VEHICLE**	$	167,051.40	Vehicle costs will be billed on a 1/12 monthly basis for vehicles, see Pricing Assumptions for detail
		DEMAND RESPONSE (MINI-VAN , 12 PASSENGER BUS, OR 16 PASSENGER BUS)			
78		***Est Service Hours: County Vehicle***		69552	
79		***# of FBC Vehicles - Demand Response***		23	
80		***FBC Vehicle - Cost Per Service Hour***	$	67.99	
81		***# of Contractor Vehicles - Demand Response***		1	**estimation for reference only**
82		***Est Service Hours: Contractor Vehicle***		3024	**estimation for reference only**
83		***Contractor Vehicle Add-on Cost Per Service Hour***			
84		***Contractor Vehicle Cost Per Service Hour***	$	67.99	
		COMMUTER (32 or 40 PASSENGER BUS)			
85		***Est Service Hours: County Vehicle***		25,041.24	
86		***# of FBC Vehicles - Commuter***		18	
87		***FBC Vehicle - Cost Per Service Hour***	$	76.56	
88		***# of Contractor Vehicles - Commuter***		1	**estimation for reference only**
89		***Est Service Hours: Contractor Vehicle***		1512	**estimation for reference only**
90		***Contractor Vehicle Cost Per Service Hour***	$	76.56	
		GUARANTEED RIDE HOME (MUST BE ADA ACCESSIBLE IF REQUESTED)			
91		***Est # of trips: Guaranteed Ride Home***		48	
92		***Flat Rate per Trip***	$	73.90	
93		***Other Approach (ex. Taxi, Vouhcer, Uber,Please explain)***			

Year 2025 to 2028 Pricing

	Yr Two 1/1/25-12/31/25	Yr Three 1/1/26-12/31/26	Yr Four 1/1/27-12/31/27	Yr Five 1/1/28-12/31/28	Explanations and Assumptions
OPERATIONS LABOR					
Vehicle Operators	$ 2,548,115.73	$ 2,692,213.21	$ 2,834,129.43	$ 2,978,319.32	Operator count based on RFP service level, 54 Full Time
Bidder's Proposed Vehicle Operators Rate per Hour	$ 19.50	$ 20.50	$ 21.50	$ 22.50	Starting Rate
Safety and Training Manager	$ 73,627.84	$ 76,419.20	$ 79,324.96	$ 82,345.12	1 FTE
Field Supervision	$ 49,817.04	$ 52,365.04	$ 54,956.72	$ 57,570.24	1FTE
Dispatchers	$ 193,465.71	$ 202,837.34	$ 212,401.83	$ 222,118.65	3 FTE Dispatchers and 1 FTE Lead Dispatcher
General Manager	$ 162,040.32	$ 168,205.44	$ 174,595.20	$ 181,234.56	1 FTE
Operations Manager	$ 87,081.28	$ 90,398.88	$ 93,830.88	$ 97,400.16	1 FTE
IT Support Specialist	$ 56,139.20	$ 58,281.60	$ 60,486.40	$ 62,795.20	1 FTE
Customer Service Specialist	$ 53,373.32	$ 55,408.08	$ 57,509.92	$ 59,701.20	1 FTE
Payroll Taxes	$ 274,123.62	$ 287,317.45	$ 300,407.10	$ 313,737.16	
Worker's Compensation	$ 196,426.37	$ 203,252.96	$ 210,298.14	$ 217,598.84	
Other					
Other					
Other					
Subtotal: Operations Labor	$ 3,694,229.94	$ 3,886,719.71	$ 4,077,962.09	$ 4,272,842.95	
MAINTENANCE LABOR					
Mechanics (Techs)	$ 260,762.32	$ 270,690.16	$ 280,975.76	$ 291,619.12	4 FTE
Supervisors/Foreman	$ 184,614.12	$ 191,552.48	$ 198,762.80	$ 206,245.08	1 FTE Maintenance Manager and 1 FTE Lead Tech
Maintenance Clerk (Service Workers)	$ 171,724.80	$ 178,253.92	$ 185,051.36	$ 192,117.12	4 FTE Average Wage $18.50
Payroll Taxes	$ 51,507.24	$ 53,296.99	$ 55,155.43	$ 57,082.57	
Worker's Compensation	$ 32,062.20	$ 33,101.94	$ 34,178.29	$ 35,292.60	
Other					
Other					
Other					
Subtotal: Maintenance Labor	$ 700,670.69	$ 726,895.49	$ 754,123.64	$ 782,356.49	
MAINTENANCE					
Vehicle Parts	$ 227,944.34	$ 229,776.70	$ 269,757.28	$ 292,834.09	
Tires	$ 83,617.11	$ 86,125.62	$ 88,709.39	$ 91,370.67	
Fluids	$ 43,459.10	$ 44,762.87	$ 46,105.76	$ 47,488.93	
Shop Supplies	$ 20,468.58	$ 21,082.64	$ 21,715.12	$ 22,366.57	
Tools and Equipment	$ 11,537.25	$ 11,847.65	$ 12,167.35	$ 12,496.65	
Fleet License/Inspection	$ 26,471.00	$ 27,265.13	$ 28,083.08	$ 28,925.58	
Other					
Other					
Other					
Subtotal: Maintenance	$ 413,497.38	$ 420,860.62	$ 466,537.99	$ 495,482.50	
INTELLIGENT TRANSPORTATION SYSTEMS (ITS)					
Independent Wifi Network	$ 1,854.00	$ 1,909.62	$ 1,966.91	$ 2,025.92	
Windshield Camperas For Service Vehicles	$ 15,072.73	$ 15,484.31	$ 14,555.12	$ 14,991.78	
GPS Telematics (Vehicle Tracker)	$ 21,765.69	$ 21,925.40	$ 22,089.90	$ 22,259.33	
Two-Way Radios	$ 35,102.40	$ 36,155.47	$ 37,240.14	$ 38,357.34	
Mobil Data Terminals	$ 10,197.00	$ 10,502.91	$ 10,818.00	$ 11,142.54	
Other	$ 3,860.85	$ 3,920.50	$ 2,109.20	$ 2,172.48	COMPUTER SUPPLIES/MAINT
Other	$ 14,452.64	$ 14,886.22	$ 15,332.81	$ 15,792.79	IT CONSULTING
Other	$ -	$ -	$ -	$ -	
Subtotal: ITS	$ 102,305.31	$ 104,784.43	$ 104,112.07	$ 106,742.17	
OTHER OVERHEAD					
Uniforms	$ 17,417.69	$ 17,940.22	$ 18,478.42	$ 19,032.78	
Background/Driving Records	$ 2,313.96	$ 2,383.38	$ 2,454.88	$ 2,528.52	
Training	$ 2,225.78	$ 2,292.55	$ 2,361.33	$ 2,432.17	
Drug Testing	$ 7,814.20	$ 8,048.62	$ 8,290.08	$ 8,538.79	
Other	$ -	$ -	$ -	$ -	
Other	$ -	$ -	$ -	$ -	
Other	$ -	$ -	$ -	$ -	
Subtotal: Other Overhead	$ 29,771.62	$ 30,664.77	$ 31,584.71	$ 32,532.25	

	Yr Two 1/1/25-12/31/25	Yr Three 1/1/26-12/31/26	Yr Four 1/1/27-12/31/27	Yr Five 1/1/28-12/31/28	Explanations and Assumptions
ADMINISTRATION					
General & Administrative Staff	$ 101,188.78	$ 105,669.17	$ 110,258.56	$ 114,958.35	1 FTE Payroll Clerk and 1 FTE Office Clerk/Trip Edit
Payroll Taxes	$ 8,600.74	$ 8,943.49	$ 9,294.58	$ 9,654.11	
Worker's Compensation	$ 5,867.70	$ 6,044.97	$ 6,227.62	$ 6,415.82	
Other Benefits	$ 380,403.96	$ 403,960.08	$ 428,756.36	$ 455,001.56	All Employee Benefits including, but not limited to Medical, dental, 401k, and Life insurance
Toll Fees/Vehicle Registration	$ 212.18	$ 218.55	$ 225.10	$ 231.85	
Office Supplies	$ 6,721.30	$ 6,922.93	$ 7,130.62	$ 7,344.54	
Other	$ 824,687.49	$ 860,157.39	$ 899,941.20	$ 939,246.86	Administrative Materials/Supplies incliding, but not limited to Support vehicle fuel, travel, legal fees, personal property taxes, and other overhead costs
Other	$ -	$ -	$ -	$ -	
Other	$ -	$ -	$ -	$ -	
Subtotal: Administrative Costs	$ 1,327,682.15	$ 1,391,916.58	$ 1,461,834.04	$ 1,532,853.10	
INSURANCE					
Auto Insurance (Revenue Fleet Only)	$ 895,842.36	$ 939,601.50	$ 985,517.61	$ 1,033,697.61	
General Liability	$ 36,867.62	$ 38,563.31	$ 40,474.01	$ 42,357.59	
Performance Bond	$ 5,625.00	$ 5,625.00	$ 5,625.00	$ 5,625.00	
Other					
Other					
Other					
Subtotal: Insurance	$ 938,334.98	$ 983,789.81	$ 1,031,616.62	$ 1,081,680.20	
COST SUMMARY					
Subtotal: Operations Labor	$ 3,694,229.94	$ 3,886,719.71	$ 4,077,962.09	$ 4,272,842.95	
Subtotal: Maintenance Labor	$ 700,670.69	$ 726,895.49	$ 754,123.64	$ 782,356.49	
Subtotal: Maintenance	$ 413,497.38	$ 420,860.62	$ 466,537.99	$ 495,482.50	
Subtotal: ITS	$ 102,305.31	$ 104,784.43	$ 104,112.07	$ 106,742.17	
Subtotal: Other Overhead	$ 29,771.62	$ 30,664.77	$ 31,584.71	$ 32,532.25	
Subtotal: Administrative Costs	$ 1,327,682.15	$ 1,391,916.58	$ 1,461,834.04	$ 1,532,853.10	
Subtotal: Insurance	$ 938,334.98	$ 983,789.81	$ 1,031,616.62	$ 1,081,680.20	
TOTAL COSTS USING FBC OWNED VEHICLES	$ 7,206,492.07	$ 7,545,631.40	$ 7,927,771.15	$ 8,304,489.66	
ADD-ON PER CONTRACTOR VEHICLE	$ 167,051.40	$ 167,051.40	$ 167,051.40	$ 167,051.40	Vehicle costs will be billed on a 1/12 monthly basis for vehicles, see Pricing Assumptions for detail
DEMAND RESPONSE/POINT DEVIATION (MINI-VAN OR 16 PASSENGER BUS) - BASE					
Est Service Hours: County Vehicle	69552	69552	69552	69552	
# of FBC Vehicles - Demand Response	23	23	23	23	
FBC Vehicles: Cost Per Service Hour	$ 71.71	$ 75.01	$ 78.73	$ 82.39	
# of Contractor Vehicles - Demand Response	4	1	1	1	
Est Service Hours: Contractor Vehicle	3024	3024	3024	3024	
Contractor Vehicle - Cost Per Service Hour	$ 71.71	$ 75.01	$ 78.73	$ 82.39	
COMMUTER (32 or 42 PASSENGER BUS) - BASE					
Est Service Hours: County Vehicle	25041	25041	25041	25041	
# of FBC Vehicles - Commuter	18	18	18	18	
FBC Vehicle - Cost Per Service Hour	$ 78.99	$ 82.57	$ 86.61	$ 90.59	
# of Contractor Vehicles - Commuter	0	1	1	1	
Est Service Hours: Contractor Vehicle	1512	1512	1512	1512	
Contractor Vehicle - Cost Per Service Hour	$ 78.99	$ 82.57	$ 86.61	$ 90.59	
GUARANTEED RIDE HOME (MUST BE ADA ACCESSIBLE IF REQUESTED)					
Est # of trips: Guaranteed Ride Home	48	48	48	48	
Flate Rate per Trip	$ 77.95	$ 81.54	$ 85.58	$ 89.56	
Other Approach (ex. Taxi, Voucher, Uber, Please explain)					

	Yr Two	Yr Three	Yr Four	Yr Five	Explanations and Assumptions
	1/1/25-12/31/25	1/1/26-12/31/26	1/1/27-12/31/27	1/1/28-12/31/28	

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:
2024-1137239

Date Filed:
03/21/2024

Date Acknowledged:
03/26/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

First Transit, Inc
Lombard, IL 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 24-002
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)